

# REQUEST FOR PROPOSALS PACKAGE



## **RETURN THIS PROPOSAL 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

## REQUEST FOR PROPOSALS (RFP) NO. 671

### ALASKA STATE CAPITOL AUDIO AND VIDEO EQUIPMENT PROGRAMMING

**SEALED PROPOSALS MUST BE RECEIVED AT THE ABOVE ADDRESS BY 2:00 P.M. ON MONDAY, JUNE 3, 2024. FAXED PROPOSALS ARE NOT ALLOWED.**

Offerors Are Not Required to Return this RFP with the Proposal.

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. 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 RFP 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. OFFERORS SHALL THOROUGHLY REVIEW ALL THE REQUIREMENTS OF THE RFP WHEN SUBMITTING THEIR PROPOSALS. A PROPOSAL CHECKLIST HAS BEEN INCLUDED FOR OFFERORS TO USE, THE CHECKLIST IS INTENDED AS A REMINDER OF CERTAIN IMPORTANT ITEMS AND IS NOT INTENDED TO BE A COMPLETE LIST OF WHAT MUST BE INCLUDED IN THE PROPOSAL.

**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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**RFP ATTACHMENTS – THREE RFP ATTACHMENTS**

A1 – PROGRAMMING WORK AND SPECIFICATIONS FOR RFP 671 .....	22 PAGES
A2 – INSTALLATION DRAWINGS FOR RFP 671 .....	37 PAGES
A3 – INSTALLATION WORK AND PRODUCT SPECIFICATIONS FOR RFP 671 .....	60 PAGES

## **SECTION ONE - NOTICES TO OFFERORS**

### **1.01 PURPOSE OF RFP**

The Legislative Affairs Agency (Agency) is soliciting proposals from qualified Contractors to provide audio and video equipment Programming services for the Alaska State Capitol (Capitol) in Juneau, Alaska. The Capitol will have new audio and video equipment installed into both Senate and House chambers, the Speakers chamber, and seven (7) Legislative committee rooms during the upcoming interim months after the current Legislative session ends.

A more detailed description of the project including the Work and Services that are to be performed are described in section two (RFP Specifications) of this RFP.

### **1.02 PROCUREMENT MANAGER**

The Procurement Manager for this project is the Agency's Procurement Officer. The Procurement Manager's office is located in Juneau, Alaska. EMAIL: [JC.Kestel@AKLeg.Gov](mailto:JC.Kestel@AKLeg.Gov), PH: 907-465-6705, TDD: 907-465-4980.

### **1.03 PRE-PROPOSAL TELECONFERENCE**

All prospective Offerors are encouraged to attend in person or call into the pre-proposal teleconference. This pre-proposal teleconference will be held on Monday, May 20, 2024, 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, located 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-proposal teleconference is to discuss details of the RFP with the prospective Offerors and allow them to ask questions concerning the RFP. In person and/or call-in attendance at the pre-proposal teleconference is not mandatory. Participants should read the RFP and come or call in prepared to discuss any concerns and ask questions related to the RFP and specified services.

Questions asked during the teleconference and site visit will be answered in accordance with paragraph 1.10 (Contacts / RFP Questions / Contact Person). The Procurement Manager may request potential Offerors to submit questions in writing for further clarification.

Offerors 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.

### **1.04 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 at the Agency's discretion.

**RFP Issue Date**

**May 6, 2024**

**Pre-proposal Teleconference**

**May 20, 2024**

<b>Deadline for Written Questions</b>	<b>May 24, 2024</b>
<b>Deadline for Receipt of Proposals and Proposals Opened</b>	<b>June 3, 2024</b>
<b>Notice of Intent to Award Contract Issued (NIA)</b>	<b>June 17, 2024</b>
<b>Agency Signs Contract</b>	<b>June 28, 2024</b>

### **1.05 RIGHT OF REJECTION**

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

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 offers;
- d) do not change the meaning or scope of the RFP;
- 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.

### **1.06 PHOTOCOPIES**

Photocopied proposals may be submitted. However, at least one original document, with an original signature on the enclosed Proposal and Price Offer Forms, must be submitted.

If the Offeror chooses to submit their proposal 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 Offeror provide the Procurement Manager with the original signed document. If requested by the Procurement Manager, the Offeror 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 Offer being determined to be nonresponsive or termination of a Contract resulting from this RFP.

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

The Offeror must have a current, valid Alaska business license when the proposal is submitted. The Offeror must include the business license number in the cover letter or provide a copy of the business license with the Proposal. The Offeror must include in the cover letter the type of legal (e.g., corporate) entity of the Offeror and the current status of that entity. If the Offeror 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 proposal 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 Offeror fails to comply with this paragraph, the Agency reserves the right to disregard the proposal.

### **1.08 U.S. FUNDS**

Prices quoted shall be in U.S. funds.

### **1.09 TAXES**

A proposal shall reflect that the Offeror is responsible for all federal, state, and municipal taxes. A proposal must include all federal, state, and local taxes; those taxes may not be set out or billed for separately.

### **1.10 CONTACTS / RFP QUESTIONS / CONTACT PERSON**

An Offeror or their agent may not contact any member of the Proposal Evaluation Committee (PEC), the staff of a member of the PEC, or any member of the legislature or their staff regarding this RFP. All questions concerning this request for proposals must be directed to the Procurement Manager.

There are generally two types of questions:

- (1) A question which can be answered by directing the Offeror to the specific section of the RFP where the information is found. Response to these questions may be given over the phone or email but are limited to directing the Offeror to a portion of the RFP which can then be read by the Offeror.
- (2) A question that would require the Procurement Manager to clarify or interpret part of the RFP or its intent. Response to this type of question will not be given except in writing via amendment to the RFP, and Offerors 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 ten (10) days prior to the deadline for receipt of proposals.

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

### **1.11 REVIEW OF RFP**

Offerors shall carefully review this RFP, 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 ten (10) days before the deadline for receipt of proposals. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of an Offeror's proposal upon which award could not be made.

### **1.12 PROPOSAL SUBMISSION, DELIVERY, AND ACCEPTANCE**

Offerors must submit and deliver one original hard copy and a USB flash drive containing a print-ready electronic PDF version of their technical proposal and one original hard copy of their cost proposal along with a Proposal Security (Proposal Bond) to the Issuing Office mailing or hand delivery address listed on Page 1 no later than the date and time listed on Page 1 of this RFP as the deadline for receipt of proposals. Mailed or hand delivered packages must be marked on the outside to identify the RFP and the Offeror.

An Offeror must complete and submit original hard copies of the forms in paragraph 5.01 (Offeror Questionnaire), paragraph 5.02 (Subcontractor List), paragraph 5.03 (Proposal Bond), and paragraph 5.05 (Cost Proposal Form).

One (1) original hard copy of the forms in paragraph 5.05 (Cost Proposal Form) and one (1) original Proposal Bond in paragraph 5.03 (Proposal Bond) should be submitted in a separate sealed envelope marked Cost Proposal with the RFP number and identity of the Offeror on the outside of the envelope that the Proposal is sent in.

One (1) original hard copy and a USB flash drive, both containing the forms in paragraph 5.01 (Offeror Questionnaire), paragraph 5.02 (Subcontractor List), one (1) signed copy of any Agency issued Amendments to this RFP, and the remainder of the TECHNICAL PROPOSAL OF THE OFFER should be submitted in a sealed envelope or container with the RFP number and identity of the Offeror on the outside of the sealed envelope or container.

Failure to follow the above instructions may result in the proposal being found non-responsive and rejected.

It is the responsibility of the Offeror to ensure that their proposal and any Agency-issued RFP forms, attachments, or amendments (signed by the Offeror) are in the issuing office of the Agency prior to the scheduled proposal closing time. A proposal will be rejected if the proposal and any signed forms, attachments, or amendments are not received prior to the closing date and time. Any forms, attachments, or amendments that are submitted by the Offeror should be included in the Offerors Technical Proposal packet.

### **1.13 DISCUSSIONS WITH OFFERORS**

The Agency may conduct discussions with Offerors for the purpose of clarification. The purpose of these discussions will be to ensure full understanding of the proposal and the requirements of the RFP. Discussions will be limited to specific sections of the RFP identified by the Procurement Manager. Discussions, if held, will be after initial evaluation of proposals by the Proposal Evaluation Committee (PEC), and only with Offerors who have submitted a proposal considered reasonably eligible for award. If modifications are made as a result of these discussions, they will be put in writing. Following discussions, the Procurement Manager 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. Reevaluation will be limited to the specific sections of the RFP opened to discussion by the Procurement Manager.

### **1.14 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 proposal 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 proposals are due, to make any necessary arrangements.



### **1.15 PREFERENCE FOR ALASKA OFFEROR**

If the Alaska Legislative Procurement Procedures apply and if an Offeror qualifies for the Alaska Bidder Preference, the Offeror will receive a preference of five (5) percent, applied in accordance with sec. 145 (Contract Award) of the Alaska Legislative Procurement Procedures. To qualify for the preference, the Offeror must: (a) hold a current Alaska business license; (b) submit an offer for the Contract under the name that appears on the person's current Alaska business license; (c) have maintained a place of business in the State staffed by the Offeror or an employee of the Offeror for a period of six months immediately preceding the date of this offer; (d) be incorporated or qualified to do business under the laws of the State, be a sole proprietorship and the proprietor is a resident of the State, be a limited liability company organized under AS 10.50 and all members are residents of the State, or be a partnership under AS 32.06 or AS 32.11 and all partners are residents of the State; and, if a joint venture, be composed entirely of ventures that qualify under (a) - (d) of this paragraph.

To receive the Alaska Bidder Preference, the proposal must include a statement certifying that the Offeror is eligible to receive the Alaska Bidder Preference. If the Offeror is a limited liability company (LLC) or a partnership as identified in the previous paragraph, the statement must also identify each member or partner and certify that all members or partners are residents of the State. If the Offeror is a joint venture which includes an LLC or a partnership as identified in the previous paragraph, the statement must also identify each member or partner of each LLC or partnership that is included in the joint venture and certify that all of those members or partners are residents of the State.

### **1.16 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 Project Director shall provide written notice of the termination to the Successful Offeror.

### **1.17 CANCELLATION; REJECTION OF ALL PROPOSALS; PREPARATION COSTS**

This RFP 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 proposal if a contract is not awarded. This RFP may be cancelled, or all proposals rejected, as provided in sec. 120 of the Alaska Legislative Procurement Procedures. Among the reasons that justify cancellation is that all of the responsive proposals exceed the funds available for the Contract.

### **1.18 REJECTION OF INDIVIDUAL PROPOSALS**

A proposal 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.

### **1.19 MORE THAN ONE PROPOSAL SUBMISSION**

Offerors may only submit one proposal in response to this RFP. If an Offeror submits more than one proposal in response to this RFP, all proposal submissions from that Offeror will be considered nonresponsive to the RFP.

### **1.20 PROCUREMENT PROCEDURES**

This RFP is subject to the Alaska Legislative Procurement Procedures. The website link to the Procurement Procedures is on page one of this RFP.

### **1.21 DISCLOSURE OF PROPOSAL CONTENTS**

All proposals and other material submitted become the property of the Agency and may be returned only at the Agency's option. 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 a Contract is issued. Thereafter, proposals will become public information.

### **1.22 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 RFP and may not amount to a material modification of this RFP.

### **1.23 FORMAT OF CONTRACT**

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

### **1.24 FIRM OFFER**

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

### **1.25 AWARD OF CONTRACT**

Award of this RFP is subject to approval by the State of Alaska Legislative Council.

### **1.26 AWARD CRITERIA**

The final award of a Contract based on this RFP is not solely based on the price. See Section Four (Evaluation Criteria) requirements of this RFP.

### **1.27 NOTICE OF INTENT TO AWARD**

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

### **1.28 PROTEST**

If an Offeror wishes to protest a solicitation, the award of a contract, or the proposed award of a contract, the protest must be filed in accordance with secs. 230 and 240 of the Alaska Legislative Procurement Procedures.

### **1.29 CONTRACT NEGOTIATIONS**

After issuing the NIA, the Agency may elect to initiate contract negotiations. The option of whether or not to initiate contract negotiations rests solely with the Agency. If the Agency elects to initiate contract negotiations, these negotiations cannot involve changes in the Agency's requirements or the Offeror's proposal that would, by their nature, affect the basis of the source selection and the competition previously conducted.

### **1.30 FAILURE TO NEGOTIATE**

The Agency may terminate negotiations under paragraph 1.29 (Contract Negotiations) of these Notices to Offerors and negotiate with the next highest ranked Offeror if:

- a. the selected Offeror fails to provide the necessary information required to begin negotiations in a timely manner;
- b. the selected Offeror fails to negotiate in good faith;
- c. the selected Offeror indicates it cannot perform the contract within the budgeted funds available for the project; or
- d. the selected Offeror and the Agency, after a good faith effort, simply cannot come to terms.

### **1.31 PROPOSAL BOND**

All Proposals shall be accompanied by a proposal security in the form of an acceptable Proposal Bond, or a certified check, cashier's check, or money order made payable to the State of Alaska, Legislative Affairs Agency. The Proposal security is required in the amount of five (5) percent of the amount of the Cost Proposal amount.

If the Offeror fails to furnish an acceptable Proposal security with the Proposal, the Proposal will be rejected as non-responsive. An individual surety will not be accepted as a Proposal security. The Proposal securities of the two most advantageous Offerors will be held by the Agency until the Contract has been executed, after which such Proposal securities will be returned. All other Proposal securities will be returned as soon as practicable. If all Proposals are rejected, all Proposal securities will be returned as soon as practicable. (Proposal Bond attached in in Section Six (RFP and Contract Forms) of this RFP for the Offeror's use).

### **1.32 PERFORMANCE BOND**

The Successful Offeror, at the Offeror's sole cost and expense, shall maintain at all times during the Contract term a performance bond covering duties and services of the Successful Offeror in an amount that equals the amount of the Contract and a form acceptable to the Agency. Any changes in this bond must be approved in writing by the Agency. The Successful Offeror hereby collaterally assigns to the Agency all proceeds of the bond as they relate to the Contract and agrees to execute such further collateral assignments and notices thereof as may be required by the Agency. This bond shall insure the Successful Offeror's faithful performance of its obligations under the Contract. The Successful Offeror shall provide the Procurement Manager with a certificate or other satisfactory documentation of the existence and terms of this bond within five (5) business days of the execution of the Contract resulting from this

RFP. An example of the form acceptable to the Agency is included in attachment 5.04 (Performance Bond) of this RFP.

### **1.33 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 RFP may be amended by mutual agreement of the parties if the Agency determines that the amendment is in the best interests of the Agency.

### **1.34 CONTRACT ASSIGNMENT/TRANSFER**

Assignment or transfer of the Contract entered into as a result of this RFP is subject to sec. 160 of the Alaska Legislative Procurement Procedures.

### **1.35 TERMINATION OF CONTRACT**

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

### **1.36 BINDING ON SUCCESSORS**

The Contract issued as a result of this RFP 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 Offeror and the Agency.

### **1.37 BREACH OF CONTRACT**

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

### **1.38 APPLICABLE LAWS**

The Successful Offeror and its offer 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 Offer 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 RFP.

### **1.39 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.

### **1.40 RECORDS; AUDIT**

The requirements in this section 1.40 (Records; Audit) are in addition to any other records required by this RFP. Unless the resulting Contract will be primarily for products, the Successful Offeror shall accurately maintain detailed daily records that state the date of the work, the start and finish time of the work for each day, and describe the work done during the day. For all types of contracts, the Successful Offeror shall also keep any other records that are required by the Project Director. The records required by this paragraph are subject to inspection by the Agency or the Project Director at all reasonable times.

### **1.41 OWNERSHIP AND REUSE OF DOCUMENTS**

Unless an RFP is soliciting primarily for products, all documents, reports, material, and other items generated as a consequence of work done under this Contract are the property of the Agency. To the extent an Offeror has any interest in the copyright for these items under the copyright laws of the United States, the Offeror transfers any and all interest the Offeror has in the copyright for these items to the Agency, and the Agency will be the owner of the copyright for these items. Upon completion of the work or termination of the Contract, the items shall be delivered to the Project Director. Offerors acknowledge that all the items are Agency records and, as a result, may be public records.

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

If the Successful Offeror employs any design, device, material, or process covered by a patent, trademark or copyright, the Offeror shall provide for the use by suitable legal agreement with the owner. The Successful Offeror 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.

### **1.43 INDEMNIFICATION**

The Successful Offeror shall indemnify, save harmless, and defend the Alaska State Legislature, the Agency, and the Legislature and 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 Offeror that occurs on or about the Legislature or Agency's premises or that relates to the Successful Offeror's performance of its Contract obligations.

#### **1.44 FORCE MAJEURE**

The Successful Offeror 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 Offeror. For the purposes of this paragraph, "Force Majeure" means: war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; or strike.

#### **1.45 INSURANCE**

Without limiting the Successful Offeror's indemnification responsibilities under paragraph 1.43 (Indemnification) of this RFP, it is agreed that the Successful Offeror shall purchase at its own expense and maintain in force at all times during the Contract the following insurance and bonds:

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 Offeror will be responsible for worker's compensation insurance for any subcontractor who directly or indirectly provides services under the 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 Offeror 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 Offeror 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 Successful Offeror shall require that all indemnities obtained from any subcontractors be extended to include the Agency as an additional named indemnitee. The Successful Offeror 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 Successful Offeror, and that an appropriate waiver of subrogation in favor of the Agency be obtained with respect to all other insurance policies.

A lapse of an insurance policy and or a failure to furnish satisfactory evidence of insurance is a material breach of this Agreement and shall be grounds for termination of the Successful Offeror's services. All insurance policies shall comply with, and be issued by, insurers licensed to transact the business of insurance in Alaska.

#### **1.46 TIME**

Time is of the essence.

#### **1.47 HUMAN TRAFFICKING**

By the Offeror's signature on their Proposal, the Offeror certifies that the Offeror 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 Offeror 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 Offeror'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 Offeror fails to comply with this paragraph 1.47 (Human Trafficking), the Agency may, without liability, reject the Offeror's proposal as nonresponsive, cancel an intent to award to the Offeror, or cancel the resulting Contract to the Offeror.

#### **1.48 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 Successful Offeror to review AS 24.60 and determine whether the Offeror is in compliance with AS 24.60.

#### **1.49 DEFINITIONS**

In this RFP:

- i. **Agency** means the Legislative Affairs Agency.

- ii. **Calendar Day** means a day shown on the calendar, beginning and ending at midnight.
- iii. **Change Order** means a written order by the Agency making changes to the contract within the scope of the contract.
- iv. **Contract** means the Contract resulting from this RFP, including, but not limited to, the form; the clarifications, corrections, and changes issued graphically or in writing by the Agency after the advertisement but prior to the opening of proposals; the bidding requirements and Successful Offeror's proposal (including, but not limited to, all appropriate bid tender forms); the bonds; the conditions and requirements of the Contract, including, but not limited to, the Notices to Offerors; the accompanying written technical Work specifications included as attachment A-1 (Programming Work and Service Specifications for RFP 671), the accompanying installation drawings included as attachment A-2 (Installation Drawings for RFP 671), attachment A-3 (Installation Work and Product Specifications for RFP 671), and all change orders and other documents approved by the Agency for inclusions, modifications, and supplements issued on or after the effective date of the Contract.
- v. **Project** means the removal and replacement of the Alaska State Capitol Audio and Video Programming as described in this RFP.
- vi. **Project Site** means the location and the immediate surrounding areas that the Work will be completed at.
- vii. **Regulatory Requirements** means laws, regulations, ordinances, codes, and orders.
- viii. **Specifications** means the written technical descriptions of materials, equipment, systems, standards, and workmanship that apply to the Work, Products, and the administrative and procedural details that apply to them.
- ix. **Supplemental Agreement** means a written agreement between the Agency and the Successful Offeror covering work that is not within the general scope of the contract.
- x. **Work and Services** is the act of, and the result of, performing services, furnishing labor, furnishing and incorporating materials and equipment into the Project and performing other duties and obligations, all as required by the Contract Documents, culminating in the entire Project, or the various separately identifiable parts of the Project.



## **SECTION TWO - RFP SPECIFICATIONS**

### **2.01 BACKGROUND INFORMATION AND OBJECTIVES**

The Capitol will be undergoing a replacement of the audio and video devices used in both the Senate and House Chambers, Speaker chamber, and seven (7) committee rooms. The new systems include audio and video controls systems with touch panel displays that will need to be programed for each of the ten (10) meeting spaces. The Agency is conducting a sperate solicitation for the audio and video equipment installation and the Successful Offeror of that project will complete the installation of the equipment approximately October 31, 2024. The Agency has prepared this RFP package for soliciting sealed proposals from qualified Offerors to provide audio and video equipment Programming services for the newly installed equipment.

It is anticipated that the Successful Offeror for this project will begin meeting and planning with the Agency upon execution of the Contract by the Agency's Executive Director and that the Successful Offeror can begin Project Site Work and Services required at the Capitol approximately October 31, 2024. The Agency will notify the Successful Offeror if they are able to begin Project Site Work and Services earlier than October 31, 2024. The Successful Offeror shall have all Programming Work and Services completed, installed and ready for system start-up and commissioning no later than November 30, 2024. The Successful Offeror shall propose a timeline that the Work and Services can be completed in the Offeror's Technical Proposal. Commencement of the Work and Services shall be sequenced in coordination with the Project Director.

Time is of the essence, so the Work and Services must proceed without delay until it is completed; however, if a Special Session occurs, the Agency may suspend the Work and Services until the Special Session is over. If the Work and Services is suspended due to a Special Session, the Work completion date of the Contract may be extended by the Agency. If material deliveries delay the Work and Services, the Successful Offeror may request an extension of time in writing by submitting the time extension request on the Agency's Change Order Form.

### **2.02 MINIMUM QUALIFICATION REQUIREMENTS**

For Offerors to be considered responsive to the RFP, Offerors must provide documentation demonstrating they meet these minimum qualification requirements:

#### **A. Minimum Qualifications of Offeror:**

1. Offerors must demonstrate at least three (3) years of direct experience in providing similar programming services requested in this RFP to a similar type and size building. The three (3) years of experience must have occurred within the last five (5) years. If the Offeror is relying on the experience of a particular person to meet this requirement, then that person must be actively in charge as the Successful Offerors Project Manager. If that person is replaced, the replacement person must meet the same qualifications and be approved by the Agency.

2. The Successful Offeror's Programmer shall have received manufacturer-provided and/or manufacturer-approved training in the configuration of the systems being provided.
3. The Successful Offeror's Programmer shall hold the highest applicable manufacturer programming certification(s) offered by the manufacturer(s) of the DSP hardware.
  - i. For Biamp: Audia/Tesira Certification
  - ii. For BSS: Architectural Media Systems Advanced DSP
  - iii. For QSC: Q-Sys Level 2 with LUA scripting
  - iv. For Symetrix: Symnet Composer Certification
4. The Successful Offeror's Programmer shall demonstrate previous experience in the programming of Audio DSP systems for similar projects and provide the following information with the Offeror's proposal.
  - i. Programmer's (or programmer's team) resumes.
  - ii. Programmer's industry qualifications and manufacturers' certificates.
  - iii. Five (5) project references with telephone and e-mail contact information for past completed projects of a similar nature. This shall include both examples of previous work through photographs and example submittals.

An Offeror's failure to meet these minimum requirements may cause their proposal to be considered nonresponsive and rejected. If the Successful Offeror fails to meet these minimum requirements during the Contract resulting from this RFP, the Agency may terminate the Contract by providing notice to the Successful Offeror.

### **2.03 SCOPE OF WORK AND SERVICES**

- A. The Work and Services is to be done and provided according to and as described in the Contract, including, but not limited to, the accompanying written technical specifications included as attachment A-1 (Programming Work and Service Specifications for RFP 671), the accompanying installation drawings included as attachment A-2 (Installation Drawings for RFP 671), and attachment A-3 (Installation Work and Product Specifications for RFP 671), which are incorporated into this Section Two (Scope of Work and Services).
- B. The planning of the Work and Services with the Agency can begin upon execution of the Contract by the Agency's Executive Director. The Successful Offeror shall propose a timeline that the Work and Services can be completed in the Offeror's Technical Proposal.
- C. Commencement of the Work and Services shall be sequenced in coordination with the Project Director and installation of the audio and video equipment that is being contracted through a separate Agency solicitation titled RFP 668 – Alaska State Capitol Audio and Video Equipment Installation.

## **2.04 SUCCESSFUL OFFEROR'S RESPONSIBILITIES**

- A. Supervision of Work and Services: The Successful Offeror shall supervise and direct the Work and Services competently and efficiently, devoting the attention and applying the skills and expertise necessary to perform the Work and Services in accordance with the requirements of the Contract. All Work and Services under the Contract shall be performed in a skillful manner. The Successful Offeror shall be solely responsible for the means, methods, techniques, sequences, and procedures of the programming within the specifications outlined in attachments A-1 (Programming Work and Services Specifications for RFP 671), A-2 (Installation Drawings for RFP 671), and A-3 (Installation Work and Product Specifications for RFP 671). The Work and Services shall be performed in a professional, skilled manner and must comply with the best practices of the trade.
- B. Project Management by Successful Offeror: The Successful Offeror shall always keep a competent Project Manager on the Project Site during Work and Services in progress. The Project Director shall be advised in writing of the Project Manager's name, email address, and telephone number. This written advice is to be kept current until final acceptance of the Work and Services by the Agency. The Project Manager will be the Successful Offeror's representative at the Project Site and shall have full authority to act and sign documents on behalf of the Successful Offeror. All communications given to the Project Manager shall be as binding as if given to the Successful Offeror. The Successful Offeror and Project Manager shall cooperate with the Project Director in every way possible.
- C. Contractor's Representatives: To facilitate contract administration by the Project Director and authorized Agency representatives, the Successful Offeror shall provide the following:
1. At least two (2) individuals who will represent the Successful Offeror in every aspect pertaining to the Work and Services required by this RFP. At least one (1) of the individuals required under this paragraph must be the Successful Offeror's Project Manager. The individuals 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 representatives, and their availability must be satisfactory to the Agency.
  2. At least one (1) of the Successful Offeror's Representatives shall be available Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. Alaska Time during the Contract including all state and federal holidays during Legislative sessions for the purpose of receiving calls and emails from the Agency throughout the Contract term. The appropriate phone numbers and email addresses shall be supplied to the Agency upon execution of the resulting Contract.
- D. Character of Workers: The Successful Offeror shall provide a sufficient number of competent, suitably qualified personnel to provide the Work and Services as required by the Contract. The Successful Offeror shall at all times maintain good discipline and order at the Project Site. The Project Director may, in writing, require the Successful Offeror to remove from the Work and Services any employee the Project Director deems incompetent,

careless, or otherwise detrimental to the progress of the Work and Services, but the Project Director shall have no duty to exercise this right.

- E. Successful Offeror to Furnish: The Successful Offeror shall furnish and assume full responsibility for all materials, equipment, machinery, tools, appliances, and incidentals necessary for the furnishing, performance, installing, testing, start-up, and completion of the Work and Services.
- F. Materials and Equipment: All materials and equipment shall be of specified quality and new, except as otherwise provided in the Contract. If required by the Project Director, the Successful Offeror shall furnish satisfactory evidence (including, but not limited to, reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable supplier.
- G. Anticipated Schedules: Within a reasonable time prior to the pre-programming conference, the Successful Offeror shall submit to the Procurement Manager for review an anticipated progress schedule indicating the starting and completion dates of the various stages of the Work and Services and a detailed schedule of values to serve as a form for progress payments made during the project.
- H. Finalizing Schedules: Prior to processing the first Application for Payment, the Project Director and the Successful Offeror will finalize the schedules required by paragraph 2.04.G. (Anticipated Schedules) of this RFP. The finalized progress schedule shall be acceptable to the Agency and shall provide all necessary information related to the orderly progression of the Work and Services to completion within the contract time. Acceptance by the Agency of the schedules will neither impose on the Agency nor relieve the Successful Offeror from full responsibility for the progress or scheduling of the Work and Services. If accepted by the Agency, the finalized schedule and other required submissions are acceptable to the Agency. If accepted by the Agency, the finalized Schedule of Values is acceptable to the Agency as an approximation of anticipated value of Work and Services to be accomplished over the anticipated contract time. However, receipt or acceptance of a schedule submitted by the Successful Offeror shall not be construed to assign responsibility for performance or contingencies to the Agency or relieve the Successful Offeror of its responsibility to adjust its forces, equipment, and work schedules as necessary to insure completion of the Work and Services within prescribed contract time. Should the performance of the Work and Services be discontinued for any reason, the Successful Offeror shall notify the Project Director at least 24 hours in advance of resuming operations.
- I. Adjusting Schedules: Upon substantial changes to the schedule, or on request of the Project Director, the Successful Offeror shall submit to the Project Director for acceptance adjustments in the schedules to reflect the actual and anticipated progress of the Work and Services.

- J. Subcontractors: The Successful Offeror may utilize the services of licensed specialty subcontractors on those parts of the Work and Services which, under normal contracting practices, are performed by licensed specialty subcontractors, in accordance with the following conditions:
1. The Successful Offeror shall not award any Work and Services to a subcontractor without prior written approval of the Project Director. This approval will not be given until the Successful Offeror submits to the Project Director a written statement concerning the proposed award to the subcontractor. The written statement shall contain any required Equal Employment Opportunity documents, evidence of workers' compensation and other insurance whose limits are acceptable to the Successful Offeror, and an executed copy of the subcontract. All subcontracts of Successful Offerors submitted for approval must contain provisions for payment for Work and Services done by the subcontractor that comply with AS 36.90.210. The approval by the Project Director of a subcontractor does not constitute a waiver of any right of the Agency to reject defective Work and Services.
  2. The Successful Offeror shall be fully responsible to the Agency for all acts and omissions of the subcontractors, suppliers, and other persons and organizations performing or furnishing any of the Work and Services under a direct or indirect contract with Successful Offeror, just as the Successful Offeror is responsible for the Successful Offeror's own acts and omissions.
  3. All Work and Services performed for the Successful Offeror by a subcontractor shall be subject to an appropriate written agreement between Successful Offeror and the subcontractor. The written agreement must specifically bind the subcontractor to the applicable terms and conditions of the Contract for the benefit of the Agency.
  4. Nothing in the Contract is intended to create a contractual relationship between the Agency and a subcontractor, supplier, or other person or organization; or create any obligation on the part of the Agency to pay or to see to the payment of any monies due any such subcontractor, supplier, or other person or organization, except as may otherwise be required by Regulatory Requirements. The Agency will not undertake to settle any differences between or among the Successful Offeror, subcontractors, or suppliers.
  5. The Successful Offeror and subcontractors shall coordinate their Work and Services and cooperate with other trades as necessary to facilitate the general progress of the Work and Services. Each trade shall afford other trades every reasonable opportunity for installation of their work and storage of materials. If cooperative work of one trade must be altered due to lack of proper supervision or failure to make proper provisions in time by another trade, the condition shall be remedied by the Successful Offeror with no change in contract price or contract time.
  6. The Successful Offeror shall include on its own payroll any person or persons working on the Contract who are not covered by written subcontract and shall ensure that all

subcontractors include on their payrolls all persons performing Work and Services under the direction of the subcontractors.

- K. Use of Premises: The Successful Offeror shall confine all equipment, the storage of materials and equipment, the operations of workers, approved remote storage sites and lands and areas identified in and permitted by Regulatory Requirements, rights-of-way, permits, and easements, and shall not unreasonably encumber the premises with installation equipment or other materials or equipment. The Successful Offeror shall assume full responsibility for any damage done to the Agency's property resulting from the performance of the Work and Services and the Successful Offeror shall assume full responsibility for any damage to any land or area, or to the owner or occupant of a land or area or of any contiguous land or areas, resulting from the performance of the Work and Services. Should any claim be made against the Agency by any an owner or occupant because of the performance of the Work and Services, the Successful Offeror shall hold the Agency harmless.

The Successful Offeror shall maintain the building affected by the Work and Services in a safe and operable condition, including, but not limited to protecting the work areas, throughout the programming period and take all precautions necessary to protect the building and the Agency's equipment during the Work and Services. The Successful Offeror shall clean up any area affected by the Work and Services or the Successful Offeror.

- L. Record Documents: The Successful Offeror shall maintain in a safe place one record copy of all Drawings, Specifications, Amendments, Directives, Change Orders, Supplemental Agreements, and written interpretations and clarifications in good order and annotated to show all changes made during the project. These documents, together with all approved samples and a counterpart of all approved Work and Services, shall be available to the Project Director for reference or copying. Upon completion of the Work and Services, the Successful Offeror shall deliver to the Project Director the annotated documents. The documents shall accurately record variations in the Work and Services from the requirements shown or indicated in the Contract.

- M. Safety and Protection: In addition to the other safety requirements of the Contract, the Successful Offeror must comply with AS 18.60.075 (Safe Employment) and all pertinent provisions of 8 AAC 61 (Occupational Safety and Health). The Successful Offeror alone shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work and Services. The Successful Offeror shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. All employees on the Work and Services and other persons and organizations who may be affected by the Work and Services;
2. All the Work and Services, and the materials and equipment to be incorporated in the Work and Services, whether in storage on or off the Project Site; and

3. Other property at the Project Site or adjacent to the Project Site, including, but not limited to, furniture, equipment, fixtures, flooring, windows, walls, doors, and the building in the course of the Work and Services.

The Successful Offeror shall comply with all applicable Regulatory Requirements of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss; and shall erect and maintain all necessary safeguards for safety and protection of persons and property. All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Successful Offeror, any subcontractor, supplier, or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work and Services or anyone for whose acts any of them may be liable, shall be remedied by the Successful Offeror. No change in contract price or contract time will be allowed except damage or loss attributable to unforeseeable causes beyond the control of and without the fault or negligence of the Successful Offeror, including, but not limited to, acts of God, the public enemy, or governmental authorities. The Successful Offeror's duties and responsibilities for the safety and protection of the Work and Services shall continue until final acceptance (except as otherwise expressly provided in connection with substantial completion).

- N. Safety Representative: The Successful Offeror shall designate a responsible safety representative at the Project Site. This person shall be the Successful Offeror's Project Manager unless otherwise agreed in writing by the Successful Offeror and the Project Director.
- O. Emergencies: In emergencies affecting the safety or protection of persons or the Work and Services or property at the Project Site or adjacent to the Project Site, the Successful Offeror, without special instruction or authorization from the Agency, is obligated to act to prevent damage, injury, or loss. The Successful Offeror shall give the Project Director prompt written notice if the Successful Offeror believes that any significant changes in the Work and Services or variations from the Contract has been caused by the emergency.
- P. Continuing the Work and Services: The Successful Offeror shall carry on the Work and Services and adhere to the progress schedule during all disputes or disagreements with the Agency. The Successful Offeror shall not delay or postpone Work and Services pending the resolution of any disputes, disagreements, or claims, unless the Successful Offeror and the Project Director otherwise agree in writing.
- Q. Consent to Assignment: The Successful Offeror shall obtain the prior written consent of the Project Director to any proposed assignment of any interest in, or part of the Contract. The consent to any assignment or transfer shall not operate to relieve the Successful Offeror or the Successful Offeror's Sureties of any obligations under the Contract or the Performance Bond. Nothing shall be construed to hinder, prevent, or affect an assignment of monies due, or to become due, made for the benefit of the Successful Offeror's creditors pursuant to law.

- R. Successful Offeror Records: Records of the Successful Offeror and subcontractors relating to personnel, payrolls, invoices of materials, and any and all other data relevant to the performance of the Contract must be kept on a generally recognized accounting system. The records must be available during normal work hours to the Project Director, and Agency personnel, for any purpose, including for the purpose of investigation to ascertain whether Work and Services is complying with Regulatory Requirements or with the Contract.

Payroll records must contain the name and address of each employee, each employee's correct classification, rate of pay, daily and weekly number of hours of work, deductions made, and actual wages paid. The Successful Offeror and subcontractors shall make employment records available for inspection by the Project Director, Agency Personnel, and representatives of the Department of Labor and Workforce Development and shall permit such representatives to interview employees during working hours on the Project.

Records of all written communications, including, not limited to, emails between the Agency and the Successful Offeror and other parties, if the communications affect the performance of the Contract, must be kept by the Successful Offeror and maintained for a period of three years from Final Acceptance. The Agency or its assigned representative may perform an audit of the records during normal work hours after written notice to the Successful Offeror.

## **2.05 PROJECT DIRECTOR**

The Project Director for this project is the Agency's Chief Technology and Outreach Officer. The Project Director's office is located in Juneau, Alaska at the Terry Miller Legislative Office Building, 129 6th Street, telephone number (907) 465-6612.

## **2.06 CHANGE ORDERS**

The Successful Offeror must submit any change order requests to the Project Director on the Agency's Change Order Form. Change orders will be strictly reviewed and may require the Legislative Council Committee's approval. Change Order Forms may be obtained from the Project Director. A Change Order request is not considered granted until all required Agency-authorized signatures have been obtained by the Agency and a copy of the approved Change Order has been given to the Successful Offeror.

## **2.07 PROJECT MEETINGS**

- a. Pre-Programming Conference: Prior to the commencement of the Work and Services required by the Contract resulting from this RFP, a Pre-Programming Conference will be held at a mutually agreed upon time and place which shall be attended by the Procurement Manager, Project Director, the Successful Offeror, the Successful Offeror's subcontractors as the Successful Offeror considers appropriate, and any other attendees the Agency considers appropriate. Unless previously submitted to the Procurement Manager, the Successful Offeror shall bring to the Pre-Programming Conference of each of the following:
  1. the plan of operation;
  2. the anticipated progress schedule;



3. the name, email address, and telephone number of Successful Offeror's on-site Project Manager.

The purpose of the Pre-Programming Conference is to designate responsible personnel and establish a working relationship. Matters requiring coordination will be discussed and procedures for handling such matters established. The Successful Offeror should be prepared to discuss all of the following items:

1. status of Successful Offeror's insurance and bonds;
  2. Successful Offeror's initial progress schedule;
  3. transmittal, review, and distribution of Successful Offeror's submittals;
  4. processing applications for payment (the Successful Offeror may submit billings on a monthly basis; the Project Director must approve a billing before it may be paid.);
  5. maintaining record documents;
  6. critical Work and Services sequencing;
  7. field decisions and Change Orders;
  8. use of the Project Site, office and storage areas, security, housekeeping, and Agency's needs;
- b. Progress Meetings During Project: During the project, it is the Successful Offeror's responsibility to schedule and hold weekly Work and Services progress meetings at a mutually agreed upon time and place which shall be attended by the Project Director and the Successful Offeror, and the Successful Offeror's subcontractors as the Successful Offeror considers appropriate. Other Agency personnel may attend. The Successful Offeror may, at its discretion, request attendance by representatives of its suppliers, manufacturers, or other subcontractors.

The purpose of the weekly progress meetings will be to review the progress of the Work and Services as compared to the Successful Offeror's current progress schedule, maintain coordination of effort, discuss changes in scheduling, and resolve other problems which may develop. During each meeting the Successful Offeror shall present any issues which may impact the scheduling or progress of the Work and Services, with a view toward resolving these issues expeditiously.

## **2.08 GENERAL TERMS AND CONDITIONS**

1. Completeness of Proposal: A proposal must be complete as to all terms and conditions of this RFP on the date submitted and should be submitted with the understanding that it may form a material part of any subsequent contract.
2. Terms and Conditions of Ensuing Contract.
  - a. Term: The Contract resulting from this RFP will not take effect until signed by the Executive Director or her designee. The Successful Offeror for this project will begin meeting and planning with the Agency upon execution of the Contract by the Agency's Executive Director and the Successful Offeror is expected to begin Project

Site Work and Services required at the Capitol approximately October 31, 2024. The Successful Offeror shall reach Substantial Completion of the project no later than November 30, 2024 with ongoing support for one year after acceptance of Substantial Completion by the Project Director.

- b. Invoices: The Successful Offeror shall verify monthly invoices for accuracy before submission to Project Director for payment. The Successful Offeror will submit invoices within thirty (30) days of completion of the services. Payment will be made after acceptance of the services rendered as described by the received invoice.
3. Changes of Successful Offeror's Personnel: Any change of the Successful Offeror's Representatives or Subcontractors named in the proposal must be approved, in advance and in writing, by the Agency. Personnel changes that are not approved by the Agency may be grounds for the Agency to terminate the Contract by providing notice to the Successful Offeror.
4. Subcontractors: Subcontractors are permitted to provide Work and Service functions under the Contract resulting from this RFP. All key personnel must meet the minimum experience requirements of this Contract. The Successful Offeror is permitted to use subcontractors in addition to its own employees to perform services under the Contract – subject to the Agency's approval.

## **2.09 LIQUIDATED DAMAGES**

1. Liquidated Damages are applicable to the Work and Services because damages resulting from lost production time by the Agency and its employees and invitees, as well as other damages for late completion of the overall Work, will be difficult to estimate. The Liquidated Damages are established in the schedule as listed below.

Daily Charge for Liquidated Damages For each Calendar Day of Delay	
Original Contract Amount	Daily Charge
More Than - But Not More than	
\$0.00 - \$99,999.99	\$300.00
\$100,000.00 - \$499,999.99	\$550.00
\$500,000.00 - \$999,999.99	\$750.00
\$1,000,000.00 - \$1,999,999.99	\$1,000.00
\$2,000,000.00 - \$4,999,999.99	\$1,500.00
\$5,000,000.00 - \$9,999,999.99	\$2,500.00
\$10,000,000.00 – and up	\$3,000.00

2. If an extension of time has not been granted in writing by the Agency, for each calendar day that the Work remains incomplete after the expiration of the contract time, the sum per day given in the above schedule will be deducted from any money due to the Successful Offeror. If no money is due to the Successful Offeror, the Agency shall have the right to

recover the amount of liquidated damages from the Successful Offeror, the Payment Bond surety, or both. Liquidated damages and are not to be considered penalties.

## **2.10 LOCATION OF THE WORK AND SERVICES**

The location that the Work and Services are to be performed, completed, and provided, at is:

Alaska State Capitol Complex (Capitol)  
120 4<sup>th</sup> Street  
Juneau, Alaska 99801

Workspace for the Successful Offeror during Project Site Work and Services may be provided at this location at the Agency's sole discretion.

## **2.11 AUTHORITIES AND LIMITATIONS**

1. The Successful Offeror shall perform the Work and Services in accordance with any written order (including, but not limited to, instruction, direction, interpretation, or determination) issued by an authorized representative of the Agency in accordance with the authorized representative's authority to act for the Project Director. The Successful Offeror assumes all the risk and consequences of performing the Work and Services in accordance with any order (including, but not limited to, instruction, direction, interpretation, or determination) of anyone not authorized to issue such order, and of any order not in writing.

Should the Project Director or the Project Director's authorized representative designate a Consultant to act as an authorized representative for the Agency as provided for in the previous paragraph, the performance or nonperformance of the Consultant under such authority to act, shall not give rise to any contractual obligation or duty of the Consultant to the Successful Offeror, any subcontractor, any supplier, or any other organization performing any of the Work and Services or any Surety representing them.

The Project Director will decide all questions which may arise as to;

- A. Quality and acceptability of programming furnished;
  - B. Quality and acceptability of Work and Services performed;
  - C. Compliance with the schedule of progress;
  - D. Interpretation of contract documents;
  - E. Acceptable fulfillment of the Contract on the part of the Successful Offeror.
2. Means & Methods: The means, methods, techniques, sequences, or procedures of installation, or safety precautions and the program incident to these items, and the duty to perform or furnish the Work and Services in accordance with the Contract are the sole responsibility of the Successful Offeror.
  3. Visits to Project Site/Place of Business: The Project Director will make visits to the Project Site and if applicable, approved remote storage sites at intervals appropriate to the various stages of the project to observe the progress and quality of the executed Work and Services and to determine, in general, if the Work and Services is proceeding in accordance with the

Contract. The Project Director may, at reasonable times, inspect approved remote storage places or places of business of the Successful Offeror or subcontractor that are related to the performance of the Contract. Observations, or the lack of observations, by the Agency does not relieve the Successful Offeror from the duty to perform the Work and Services in accordance with the Contract.

## **2.12 PROPOSAL DOCUMENTS: INTENT, AMENDING, REUSE**

1. Incomplete Proposal Documents: The submission of a proposal by an Offeror is considered a representation that the Offeror examined the RFP and attached documents to make certain that all sheets and pages were provided, and that the Offeror is satisfied as to the conditions to be encountered in performing the Work and Services. The Agency expressly denies any responsibility or liability for an Offer submitted on the basis of an incomplete set of RFP documents.
2. Copies of RFP and Documents: The Agency shall furnish to the Successful Offeror up to two (2) copies of the RFP and attached documents. Upon request, additional copies will be furnished to the Successful Offeror at the cost of reproduction.
3. Scope of Work and Services: The Contract resulting from this RFP will contain the entire agreement between the Agency and the Successful Offeror concerning the Work and Services. The Contract will be construed in accordance with the applicable Regulatory Requirements. It is specifically agreed between the parties executing the Contract that the Contract does not create in the public or any member thereof a third-party benefit or authorize anyone not a party to the Contract to maintain a suit pursuant to the terms or provisions of the Contract.
4. Intent of Contract Documents: It is the intent of the Agency that the Contract describes a functionally complete Project. Any Work, materials, or equipment that may reasonably be inferred from the Contract as being required to produce the intended result will be supplied by the Successful Offeror without any adjustment in contract price or contract time, whether or not specifically called for. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the Regulatory Requirements of any governmental authority, whether such reference be specific or by implication, shall mean the edition stated in the Contract or, if not stated, the latest standard specification, manual, code or Regulatory Requirements, in effect at the time of advertisement for the Project (or, on the effective date of the Contract if there was no advertisement). However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference into Contract) shall be effective to change the duties and responsibilities of the Agency or the Successful Offeror, or any of their consultants, agents or employees, from those set forth in the Contract, nor shall it be effective to assign to the Agency or any of the Agency's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraphs under 2.11 (Authorities and Limitations) of this RFP.

5. Discrepancy in Contract Documents: Before undertaking the Work, the Successful Offeror shall carefully study and compare the Contract and its attachments and check and verify pertinent figures, and dimensions shown thereon and all applicable field measurements. Work by the Successful Offeror shall imply verification of figures, dimensions, and field measurements. If, during the above study or during the performance of the Work, the Successful Offeror finds a conflict, error, discrepancy, or omission in the Contract and its attachments, or a discrepancy between the Contract and any standard specification, manual, code, or Regulatory Requirement which affects the Work, the Successful Offeror shall promptly report the discrepancy in writing to the Project Director. The Successful Offeror shall obtain a written interpretation or clarification from the Project Director before proceeding with any Work affected thereby. An adjustment made by the Successful Offeror without this written interpretation or clarification from the Project Director shall be at the Successful Offeror's own risk and expense. However, the Successful Offeror shall not be liable to the Agency for failure to report any conflict, error, or discrepancy in the Contract, its attachments, and the Regulatory Requirements unless the Successful Offeror should reasonably have known thereof.
6. Discrepancy - Order of Precedence: When conflicts, errors, or discrepancies within the Contract or its attachments exist, the order of precedence from most governing to least governing will be as follows:
  - i. Approved Change Order(s)
  - ii. Amendment(s) to Contract
  - iii. Contract
  - iv. Amendments issued by the Agency for the RFP
  - v. Notices to Offerors
  - vi. Scope of Work and Services
  - vii. General Conditions and Requirements
  - viii. Written Technical Work Specifications
  - ix. General Notes on Installation Drawings
  - x. Drawings (recorded dimensions will govern over scaled dimensions, large scale details over small scale, schedules over plans, architectural drawings over structural drawings over mechanical and electrical drawings)
7. Clarifications and Interpretations: The Procurement Manager may issue, with reasonable promptness, written clarifications or interpretations of the requirements of the Contract to the Project Director if the Procurement Manager determines necessary. Written clarifications shall be consistent with or reasonably inferable from the overall intent of the Contract.
8. Reuse of documents: Neither the Successful Offeror nor any subcontractor, nor a supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with the Agency, shall have or acquire any title to or ownership rights in any of the Contract (or copies of them) prepared by or for the Agency and they shall not reuse any of the Contract on extensions of the Project or any other project without written

consent of the Procurement Manager. Documents prepared by the Successful Offeror in connection with the Work shall become the property of the Agency.

## **SECTION THREE - PROPOSAL FORMAT AND CONTENT**

### **3.01 GENERAL INSTRUCTIONS**

The Agency discourages overly lengthy and costly proposals; however, in order for the Agency to evaluate proposals fairly and completely, Offerors should follow the format set out in this section and provide all information requested at time of proposal submission. Any information or materials submitted after the deadline for receipt of proposals will be rejected by the Agency.

Offerors must deliver their proposals according to paragraph 1.12 (Proposal Submission, Delivery, and Acceptance) of this RFP.

**The proposal must be split into two parts: 1) a technical proposal and 2) a cost proposal.**

### **3.02 TECHNICAL PROPOSAL FORMAT**

All proposals shall include the following items in the order as shown. Please be as concise and clear as possible. All proposal documents must be provided on 8 ½" x 11" paper or in 8 ½" x 11" PDF format.

- A. Cover Letter: Provide a cover letter on the Offeror's letterhead signed by a person with the authority, including, but not limited to, fiscal authority and authority contractually to bind the Offeror, certifying the accuracy of all information in the proposal and certifying that the proposal will remain valid for ninety (90) days from the RFP date of closing. This Cover Letter should have the Offeror's name, address, telephone number, email address, Alaska business license number (see paragraph 1.07 (Alaska Business License and Legal Entity) for more information), tax identification number, and legal (e.g., corporate) entity number of the Offeror and the current status of that entity. If the Offeror 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 proposal submission.

The cover letter shall include a certification (statement), as applicable, if the Offeror qualifies as an Alaskan Offeror in accordance with paragraph 1.15 (Preference for Alaska Offeror) of this RFP and include a statement regarding any perceived or potential conflicts of interest that the Offeror may be aware of.

- B. Evaluation Criteria: A proposal must address the evaluation criteria under Section Five (Evaluation Criteria) of this RFP in paragraphs 5.02 (Project Scheduling, Understanding, and Methodology), 5.03 (Project Management Plan), and 5.04 (Experience and Qualifications). The Offeror shall give detailed descriptions and provide all the details requested by each paragraph of the criteria found in Section Five (Evaluation Criteria) of this RFP.
- C. Offeror Questionnaire and Subcontractor List:  
A proposal must include, fully complete, the Offeror's Questionnaire provided in paragraph 6.01 (Offeror Questionnaire) and if applicable, the Subcontractor List provided in paragraph 6.02 (Subcontractor List).

### **3.03 COST PROPOSAL REQUIREMENTS**

The Offerors Cost Proposal must include, fully complete, one (1) original hard copy of the COST PROPOSAL FORM in paragraph 6.05 (Cost Proposal Form), an original copy of the PROPOSAL BOND that meets the requirements shown in paragraph 6.03 (Proposal Bond). The cost proposal must be submitted in a separate sealed envelope marked COST PROPOSAL with the Offeror's name and RFP number on the outside of the envelope, per the instructions in paragraph 1.12 (Proposal Submission, Delivery, and Acceptance) of this RFP.



## **SECTION FOUR - EVALUATION CRITERIA**

### **4.01 EVALUATION PROCESS**

It is the Agency's intent to conduct a comprehensive, fair, and impartial evaluation of all proposals. All Proposals will be reviewed by the Procurement Manager to determine if they are responsive. The responsive Proposals will then be evaluated by the Proposal Evaluation Committee (PEC) using the methods and criteria described below. The total number of points used to score the responses is 1000. A sample evaluation form is included in section five of this RFP which lists the questions that will be used by the PEC to evaluate the proposals.

#### **EVALUATION OF PROPOSALS:**

PEC members may or may not have specialized knowledge or technical expertise regarding all of the information submitted for evaluation. It is the Offeror's responsibility to fully explain in layman's terms the advantages, attributes, benefits, and technical aspects of all information they feel is pertinent to the Agency's decision-making process in awarding points. Proposals that merely propose to meet or exceed the requirements with no further explanation will not garner additional evaluation points.

PEC members will individually read and rate each Offeror's proposal and will exercise independent judgment and base their evaluation on the evaluation criteria set out in this RFP. In exercising independent judgment, PEC members may take into consideration their personal knowledge and experiences.

After completion of individual ratings, the PEC will meet to discuss proposals. PEC members may then alter their ratings; however, any changes shall be based solely on the criteria set out in this Section Four (Evaluation Criteria).

If any scores are tied, the Offeror submitting the lowest Total Price Offer on the Cost Proposal Form after application of the 5% Bidders Preference, will prevail. If proposals are tied in scoring and in Total Price Offer, the Procurement Manager will conduct a coin flip to break the tie.

Offerors shall not contact any member of the PEC but may contact the Procurement Manager.

#### **METHOD OF AWARD:**

Proposals that are determined to be responsive by the Agency are evaluated by the PEC. Proposals are evaluated based on the criteria set forth in Section Four (Evaluation Criteria). The evaluation results in a numerical score for each proposal. Each criterion in Section Four (Evaluation Criteria) has an assigned number of points for this RFP to demonstrate its relative importance. The total of all points is 1000.

Upon completion of the evaluation scoring by the PEC, the Agency will calculate the pricing and scoring of all responsive proposals. The Agency will then prepare a summary of the points awarded to each proposal. The highest ranked Offeror will be considered the presumptive Successful Offeror.

#### **4.02 PROJECT SCHEDULING, UNDERSTANDING AND METHODOLOGY**

Maximum Point Value for this Section – 200 Points [1000 Points x 20% = 200 Points])

Scale Rating 1 - 200 where 1=lowest and 200=highest

Responses must include the proposed schedule of the work, demonstrate comprehension of the project, and state methodologies the Offeror will use to accomplish the project. Responses must include the following:

1. The proposed commencement dates of the work and the overall schedule of completing the work throughout the various stages of the project.
2. An identification of long lead times for materials and equipment that may affect the schedule.
3. The ways and means in which the work will be carried out.
4. The specific work that will be performed by subcontractors and/or specialty contractors.
5. A description of the safety precaution measures to be used to protect employees, subcontractors, and the public.
6. A description of the logistics plan, including, but not limited to, areas to be used for staging materials or equipment at the project site.

#### **4.03 PROJECT MANAGEMENT PLAN**

(Maximum Point Value for this Section – 150 Points [1000 Points x 15% = 150 Points])

Scale Rating 1 - 150 where 1=lowest and 150=highest

The response must describe the daily operational and administrative project management including, but not limited to, the following details:

1. Who will have the overall responsibility of being physically on site during all work activity to manage the employees and subcontractors and ensure work is performed in accordance with the Contract specifications and work schedule.
2. A description of the methods to be used for quality control and to measure daily performance, a description of the roles of supervision, and a description of the lines of communication with subcontractors and employees.
3. Who will have the overall responsibility for management of the administrative functions of the Contract, including preparing schedule of values, invoicing, providing proofs of insurance and licensing, etc..
4. A list of a minimum of two contact persons who can be reached 24 hours a day during the duration of the Contract (list in the order of preference) and the contact information for those persons.

5. A description of the administrative processes and documents to be used for the project scheduling and copies of example daily reports.
6. Identification of any work that the Offeror believes may require special coordination or disruption.

A narrative description and schedule that demonstrates how the Offeror plans to complete the work on time, including allowances for unforeseen delays.

#### **4.04 EXPERIENCE AND QUALIFICATIONS**

(Maximum Point Value for this Section – 250 Points [1000 Points x 25% = 250 Points])

Scale Rating 1 - 250 where 1=lowest and 250=highest

The response must provide and describe in relevant detail the direct qualifications and experience of the Offeror and subcontractor, and the primary key employee(s) of the Offeror and subcontractor companies who will be directly performing the Work required by this RFP.

##### **Scope of work:**

1. Commercial building Audio and Video systems programming.

The response must also provide, for each contractor, subcontractor, or key employee, as applicable, performing work:

2. The full name of each key employee, contractor, or subcontractor.
3. The employer of each key employee and the employer's address.
4. The title of each key employee, or description of their specific trade or skill within their organization.
5. The education, certifications, licenses, and years of work experience of each key employee, contractor, or subcontractor, that demonstrates that the person can perform work at highest level of proficiency and quality.
6. A description of any substantive experience with similar type work to this project that the key employee, contractor, or subcontractor has that demonstrates they have a high level of proficiency and can complete the quality of work necessary for the project. Please expand to include any previous projects and locations, providing sufficient information so that the key employee, contractor, or subcontractor's references may be checked.
7. A list of at least three references, with contact persons and telephone numbers, for each key employee, contractor, or subcontractor.

#### **4.04 CONTRACT COST**

(Maximum Point Value for this Section – 400 Points [1000 Points x 40% = 400 Points])

Converting Cost to Points: The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined

through the formula listed below. If the legislative procurement procedures are applicable, all Alaskan Offerors will receive a five (5) percent bidder's preference. This preference will be given before converting the cost to points. The Agency's Procurement Manager will be calculating this section of the evaluation criteria after the PEC and Procurement Manager record scores for the PEC's evaluations of all Technical Proposals that are received.

#### **Formula for Converting Cost to Points**

$$([PRICE\ OF\ LOWEST\ COST\ PROPOSAL] \times [MAXIMUM\ POINTS\ FOR\ COST]) \div (COST\ OF\ EACH\ HIGHER\ PRICED\ PROPOSAL)$$

## **SECTION FIVE – RFP AND CONTRACT FORMS**

### **5.01 OFFEROR QUESTIONNAIRE**

#### **STATE OF ALASKA LEGISLATIVE AFFAIRS AGENCY OFFEROR'S QUESTIONNAIRE**

Project (RFP) Number: \_\_\_\_\_

Project (RFP) Name & Location: \_\_\_\_\_

##### **A. FINANCIAL**

1. Have you ever failed to complete a contract due to insufficient resources?

☐ Yes      ☐ No      If yes, explain: \_\_\_\_\_

2. Describe any arrangements you have made to finance this work: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

##### **B. EQUIPMENT**

1. Describe below the equipment you have available and intend to use for this project. (If not applicable write in N/A in on first line of Item Column)

ITEM	Q UANTITY	MODEL	SIZE/CAPACITY

**OFFEROR QUESTIONNAIRE (continued)**

2. What percent of the total value of this contract do you intend to subcontract? \_\_\_\_\_

3. Do you propose to purchase any equipment for use on this project? If yes, Yes ☐ No ☐  
describe type, quantity, and approximate cost: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Do you propose to rent any equipment for this work? Yes ☐ No ☐

If yes, describe type and quantity : \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Is your bid based on firm offers for all materials necessary for this project? Yes ☐ No ☐

If No, please explain:

\_\_\_\_\_  
\_\_\_\_\_

**C. ON-SITE PROJECT MANAGER**

1. Please provide the name, email address, and contact telephone number of the on-site Project Manager.

Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

I hereby certify that the above statements are true and complete.

Name of Offeror \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name and Title of Person Signing \_\_\_\_\_

## **5.02 SUBCONTRACTOR LIST**

### **STATE OF ALASKA LEGISLATIVE AFFAIRS AGENCY SUBCONTRACTOR LIST (First tier subcontractors only)**

The apparent low bidder shall complete this form and submit it so as to be received by the Contracting Officer prior to the close of business on the fifth working day after receipt of a written notice from the Agency.

Failure to submit this form with all required information by the due date may result in the bidder being declared nonresponsive and may result in the forfeiture of the Bid Security.

Scope of work must be clearly defined. If an item of work is to be performed by more than one subcontractor, indicate the portion or percent of work to be done by each.

- Check as applicable: ☐ All work on the below-referenced project will be accomplished without subcontracts greater than 1/2 of 1% of the contract amount.
- or
- ☐ Subcontractor List is as follows:

FIRM NAME, ADDRESS, PHONE No.	AK BUSINESS LICENSE No. & CONTRACTOR'S REGISTRATION No.	SCOPE OF WORK TO BE PERFORMED

CONTINUE SUBCONTRACTOR INFORMATION ON ADDITIONAL SHEETS AS NECESSARY

I hereby certify that the above listed licenses and registrations were valid at the time bids or proposals were received for this project.

\_\_\_\_\_  
(authorized signature)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
PROJECT NAME

\_\_\_\_\_  
PROJECT NUMBER

**5.03 PROPOSAL BOND**

<b>STATE OF ALASKA</b> <b>LEGISLATIVE AFFAIRS AGENCY</b>  <b>PROPOSAL BOND</b> (See Instructions on following page)					DATE BOND EXECUTED
PRINCIPAL (Legal name and business address)			TYPE OF ORGANIZATION <input type="checkbox"/> SOLE PROPRIETORSHIP <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION <input type="checkbox"/> LIMITED PARTNERSHIP <input type="checkbox"/> LIMITED LIABILITY CO. <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> LIMITED LIABILITY PARTNERSHIP <input type="checkbox"/> OTHER _____		
			STATE OF INCORPORATION OR ORGANIZATION		
SURETIES (Name and business address)					
A.		B.		C.	
PENAL SUM OF BOND				DATE OF PROPOSAL	
<p>We, the PRINCIPAL and SURETY above named, are held and firmly bound to the Agency (Legislative Affairs Agency), in the penal sum stated above, for the payment of the penal sum; we bind ourselves and our legal representatives and successors, jointly and severally, by this instrument.</p> <p>THE CONDITION OF THE PRECEDING OBLIGATION is that the Principal has submitted the accompanying proposal in writing, date as shown above, on Project _____</p> <p>_____</p> <p>_____</p> <p>in accordance with contract documents filed in the office of the Agency's Contracting Officer, and under the Request For Proposals for the project, and is required to furnish a bond in the amount stated above.</p> <p>If the Principal's proposal is accepted and the Principal is offered the proposed contract for award, and if Principal fails to enter into the contract, then the obligation to the Agency created by this bond shall be in full force and effect.</p> <p>If the Principal enters into the contract, then the foregoing obligation is null and void.</p>					
PRINCIPAL					
Signature(s)	1.	2.	3.	Seal	
Name(s) & Titles (Typed)	1.	2.	3.		
Proposal Bond continued on following page					



**PROPOSAL BOND (continued)**

<b>SURETIES</b>				
<b>Surety A</b>	Name		State of Organization	Liability Limit \$
	Signature(s)	1.	2.	Seal
	Titles (Typed)	1.	2.	
<b>Surety B</b>	Name		State of Organization	Liability Limit \$
	Signature(s)	1.	2.	Seal
	Titles (Typed)	1.	2.	
<b>Surety C</b>	Name		State of Organization	Liability Limit \$
	Signature(s)	1.	2.	Seal
	Titles (Typed)	1.	2.	
<p style="text-align: center;"><b>PROPOSAL BOND INSTRUCTIONS</b></p> <ol style="list-style-type: none"><li>1. This form shall be used whenever a proposal bond is submitted.</li><li>2. Insert the full legal name and business address of the Principal in the space designated. If the Principal is a partnership, limited partnership, limited liability partnership, or joint venture, the names of all partners or principal parties must be included (e.g., "Smith Construction, Inc. and Jones Contracting Inc., DBA Smith/Jones Builders, a joint venture"). If the Principal is a corporation or a limited liability company, the name of the state in which incorporated or organized shall be inserted in the space provided.</li><li>3. Insert the full legal name and business address of the Surety in the space designated. The Surety on the bond may be any person, except an individual, authorized to do business in Alaska as an insurer under AS 21.09. Individual sureties will not be accepted.</li><li>4. The penal amount of the bond may be shown either as an amount (in words and figures) or as a percent of the contract proposal price (a not-to-exceed amount may be included).</li><li>5. The scheduled proposal opening date shall be entered in the space marked Date of Proposal.</li><li>6. The bond shall be executed by authorized representatives of the Principal and Surety. Corporations executing the bond shall also affix their corporate seal.</li><li>7. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a general partner of the partnership, a member of the joint venture, an officer of the corporation, or a member or manager of the limited liability company, involved.</li><li>8. The state of organization and the limits of liability of each surety shall be indicated in the spaces provided.</li><li>9. The date that bond is executed must not be later than the proposal opening date.</li></ol>				

## **5.04 PERFORMANCE BOND**

### **STATE OF ALASKA LEGISLATIVE AFFAIRS AGENCY PERFORMANCE BOND**

For \_\_\_\_\_ Bond No. \_\_\_\_\_

Project Name and Number: \_\_\_\_\_

#### **KNOW ALL WHO SHALL SEE THESE PRESENTS:**

That \_\_\_\_\_  
of \_\_\_\_\_ as Principal,  
and \_\_\_\_\_  
of \_\_\_\_\_ as Surety,  
firmly bound and held unto the State of Alaska, Legislative Affairs Agency, in the penal sum of \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_) good and lawful money of the United States of America for the payment whereof,

well and truly to be paid to the State of Alaska, Legislative Affairs Agency, we bind ourselves, our heirs, successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the said Principal has entered into a written contract with said State of Alaska, Legislative Affairs Agency, on the \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_, for audio and video equipment programming of the above-named project, said work and services to be done according to the terms of said contract.

**Now, THEREFORE**, the conditions of the foregoing obligation are such that if the said Principal shall well and truly perform and complete all obligations and work under said contract and if the Principal shall reimburse upon demand of the State of Alaska, Legislative Affairs Agency, any sums paid the Principal which exceed the final payment determined to be due upon completion of the contract, then these presents shall become null and void; otherwise they shall remain in full force and effect.

**IN WITNESS WHEREOF**, we have hereunto set our hands and seals at

\_\_\_\_\_,  
\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Principal:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**By:** \_\_\_\_\_  
**Contact Name:** \_\_\_\_\_  
**Phone: (    )** \_\_\_\_\_

**Surety:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**By:** \_\_\_\_\_  
**Contact Name:** \_\_\_\_\_  
**Phone: (    )** \_\_\_\_\_

See Instructions on the following page.

## **PERFORMANCE BOND (continued)**

### **PERFORMANCE BOND INSTRUCTIONS**

1. This form shall be used whenever a performance bond is required. There shall be no deviation from this form without approval from the Contracting Officer.
2. The full legal name, business address, phone number, and point of contact of the Principal and Surety shall be typed on the face of the form. Where more than a single surety is involved, a separate form shall be executed for each surety.
3. The penal amount of the bond, or in the case of more than one surety the amount of obligation, shall be typed in words and in figures.
4. Where individual sureties are involved, a completed Affidavit of Individual Surety shall accompany the bond.
5. The bond shall be signed by authorized persons. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of authority must be furnished.

## **5.05 COST PROPOSAL FORM**

**RFP Number:** 671

**RFP Title and Description:** Alaska State Capitol Audio and Video Equipment Programming

### **OFFEROR**

Company Name: \_\_\_\_\_

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

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

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

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

Indicate if you qualify as an Alaska Offeror. ☐ Yes ☐ No (See RFP for criteria to qualify.)

### **COST PROPOSAL**

The Offeror hereby provides the price(s) listed below in accordance with the RFP as the Total Proposed Contract Prices for the services described in RFP 671. The Cost Proposal is price for Work and Services performed by the Successful Offeror during the Contract. The prices provided shall be all inclusive and include all costs associated with administration, travel, per-diem, shipping, hardware, supplies, materials, equipment, equipment rentals, personnel, subcontractors, permits, licenses, office space, taxes, and all necessary labor to complete the Work and Services as required in this RFP.

**Total Proposed Contract Price:** \$ \_\_\_\_\_  
(to be used for evaluation purposes and establish contract amount)

By signature on this Proposal Form, 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; (g) that the offers will remain open and valid for at least ninety (90) days from date of submission of offer 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 an Offeror fails to comply with (a) through (h) of this paragraph, the Agency reserves the right to disregard the proposal.

**NAME OF OFFEROR:** \_\_\_\_\_

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

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

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

## **5.06 PROPOSAL CHECKLIST**

**Offerors may use boxes at left to check off items when completed.**

**If an Offeror fails to submit the following items in its proposal, the Agency may consider the proposal nonresponsive.**

**This checklist is intended as a reminder of certain important items and is not intended to be a complete list of what must be included in the proposal.**



### **TO INCLUDE:**

- ☐ Successful Offeror Questionnaire (form 5.01)
- ☐ Subcontractor List Form (form 5.02)
- ☐ Proposal Bond Form (form 5.03)
- ☐ Cost Proposal Form (form 5.05)
- ☐ A copy signed by the Offeror of each amendment issued by the Agency
- ☐ Technical Proposal with signed Cover Letter
- ☐ Alaska Business License and Legal Entity information included within Technical Proposal Cover Letter
- ☐ Submission of Technical and Cost Proposals in separately sealed envelopes