

1 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 4th Street, Room 3, Juneau, AK 99801-1182

Issuing Office Hand Delivery Address: Terry Miller Legislative Office Building, 129 6th Street, Room 222, Juneau, Alaska

REQUEST FOR PROPOSALS (RFP) NO. 678

KING SALMON LAPEL PINS

SEALED PROPOSALS MUST BE RECEIVED AT THE ABOVE ADDRESS BY 2:00 P.M. ON FRIDAY, NOVEMBER 22, 2024. FAXED AND EMAILED 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.

Ernest Daigle, Procurement Manager

PH: 907-465-3428

TDD: 907-465-4980

Email: LAA.Procurement@AKLeg.gov

Table of Contents

SECTION ONE - NOTICES TO OFFERORS	4
1.01 PURPOSE OF RFP	4
1.02 PROCUREMENT MANAGER.....	4
1.03 PRE-PROPOSAL TELECONFERENCE.....	4
1.04 SCHEDULE OF EVENTS	4
1.05 RIGHT OF REJECTION	5
1.06 PHOTOCOPIES	5
1.07 ALASKA BUSINESS LICENSE AND LEGAL ENTITY	5
1.08 U.S. FUNDS	5
1.09 TAXES	5
1.10 CONTACTS / RFP QUESTIONS / CONTACT PERSON	6
1.11 REVIEW OF RFP.....	6
1.12 PROPOSAL SUBMISSION, DELIVERY, AND ACCEPTANCE.....	6
1.13 DISCUSSIONS WITH OFFERORS	7
1.14 AMERICANS WITH DISABILITIES ACT	7
1.15 PREFERENCE FOR ALASKA OFFEROR.....	7
1.16 FUND OBLIGATIONS.....	8
1.17 CANCELLATION; REJECTION OF ALL PROPOSALS; PREPARATION COSTS	8
1.18 REJECTION OF INDIVIDUAL PROPOSALS	8
1.19 MORE THAN ONE PROPOSAL SUBMISSION	8
1.20 PROCUREMENT PROCEDURES	8
1.21 DISCLOSURE OF PROPOSAL CONTENTS.....	8
1.22 ADDITIONAL TERMS AND CONDITIONS	8
1.23 FORMAT OF CONTRACT	8
1.24 FIRM OFFER	9
1.25 AWARD OF CONTRACT.....	9
1.26 AWARD CRITERIA	9
1.27 NOTICE OF INTENT TO AWARD	9
1.28 PROTEST	9
1.29 CONTRACT NEGOTIATIONS.....	9
1.30 FAILURE TO NEGOTIATE.....	9
1.31 CONTRACT AMENDMENTS.....	9
1.32 CONTRACT ASSIGNMENT/TRANSFER.....	10
1.33 TERMINATION OF CONTRACT	10
1.34 BINDING ON SUCCESSORS	10
1.35 BREACH OF CONTRACT.....	10
1.36 APPLICABLE LAWS	10
1.37 VENUE AND APPLICABLE LAW	10

1.38 RECORDS; AUDIT.....	10
1.39 OWNERSHIP AND REUSE OF DOCUMENTS	11
1.40 MATERIALS AND PROCESSES COVERED BY PATENTS, TRADEMARKS, OR COPYRIGHTS.....	11
1.41 INDEMNIFICATION.....	11
1.42 FORCE MAJEURE	11
1.43 TIME.....	11
1.44 HUMAN TRAFFICKING	11
1.45 COVERAGE UNDER ETHICS LAW	12
SECTION TWO - RFP SPECIFICATIONS	13
2.01 INFORMATION AND OBJECTIVES.....	13
2.02 LAPEL PIN SPECIFICATIONS	13
2.03 LAPEL PIN SAMPLES.....	13
2.04 DELIVERY OF LAPEL PINS	13
2.05 DEFFECTIVE LAPEL PINS.....	14
2.06 QUANTITIES TO BE PURCHASED.....	14
SECTION THREE - PROPOSAL FORMAT AND CONTENT.....	15
3.01 GENERAL INSTRUCTIONS	15
3.02 LAPEL PINS PROPOSAL REQUIREMENTS	15
3.03 COST PROPOSAL REQUIREMENTS	15
SECTION FOUR - EVALUATION CRITERIA	16
4.01 EVALUATION PROCESS	16
4.02 QUALITY AND APPEARANCE OF LAPEL PINS	16
4.04 COST PROPOSAL.....	17
SECTION FIVE – RFP FORMS	18
5.01 COST PROPOSAL FORM.....	18
5.02 PROPOSAL CHECKLIST	19
RFP ATTACHMENTS – ONE RFP ATTACHMENT	
A1 – KING SALMON LAPEL PIN DESIGN	1 PAGE

SECTION ONE - NOTICES TO OFFERORS

1.01 PURPOSE OF RFP

The Legislative Affairs Agency (Agency) is soliciting proposals from qualified Suppliers to produce and supply the Alaska State Legislature with King Salmon lapel pins in bulk quantities. The Agency has prepared a digital graphic design of the lapel pins that are included in the PDF format attachment A-1 (King Salmon Pin Design) and available in digital format by requesting it from the Procurement Manager listed on page one 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: LAA.Procurement@AKLeg.gov, PH: 907-465-3428, TDD: 907-465-4980.

1.03 PRE-PROPOSAL TELECONFERENCE

All prospective Offerors are encouraged to call into the pre-proposal teleconference. This pre-proposal teleconference will be held on Monday, September 30, 2024, at 1:00 pm., Alaska Time. To attend, Offerors shall 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. Call-in attendance at the pre-proposal teleconference is not mandatory. Participants should read the RFP and call in prepared to discuss any concerns and ask questions related to the RFP and specified supplies.

Questions asked during the teleconference 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 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	September 23, 2024
Pre-proposal Teleconference	September 30, 2024
Deadline for Written Questions	November 11, 2024
Deadline for Receipt of Proposals and Proposals Opened	November 22, 2024
Notice of Intent to Award Contract Issued (NIA)	December 12, 2024
Agency Signs Contract	December 24, 2024

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 Ernest Daigle, Legislative Affairs Agency, State Capitol, 120 4th Street, Room 3, Juneau, Alaska. EMAIL: LAA.Procurement@AKLeg.Gov, PH: 907-465-3428, 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 their Lapel Pins Proposal and one original hard copy of their Cost Proposal to the Issuing Office by mailing or hand delivery to the addresses listed on Page 1 of this RFP 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.

One (1) original hard copy of the form in paragraph 5.01 (Cost Proposal Form) 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 sealed envelope that the Proposal is sent in.

Three (3) King Salmon Lapel Pins should be submitted as samples in a sealed envelope or container marked Lapel Pins Proposal with the RFP number and identity of the Offeror on the outside of the sealed envelope or container that the Proposal is sent in.

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, 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, or amendments are not received prior to the closing date and time. Any amendments to the RFP that are submitted by the Offeror should be included in the Lapel Pins Proposal packet at time of proposal submission.

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 may be 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 may be 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 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.

1.32 CONTRACT ASSIGNMENT/TRANSFER

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

1.33 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.

1.34 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.

1.35 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.

1.36 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.

1.37 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.

1.38 RECORDS; AUDIT

The requirements in this section 1.38 (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.

1.39 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.

1.40 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.

1.41 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.

1.42 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.

1.43 TIME

Time is of the essence.

1.44 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 1.44 (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.

1.45 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.

SECTION TWO - RFP SPECIFICATIONS

2.01 INFORMATION AND OBJECTIVES

The Agency has worked with a designer to procure Alaska themed lapel pins for Legislative Offices and visitors of the Capitol. The Agency is requesting proposals for the purchase of King Salmon lapel pins for distribution by the Legislature.

2.02 LAPEL PIN SPECIFICATIONS

- A. DESCRIPTION: The pins must be irregular in shape, approximately .75” x .30” Pins must have a butterfly clutch back fastener. Pins are to match the King Salmon pin in shape, size, and colors that are included in attachment A-1 (King Salmon Lapel Pin Design).
- B. PACKAGING: Each pin must be packaged in individual plastic packaging and then pins must be packaged in heat-sealed type plastic bags containing 50 pins each.
- C. INDICATION OF PLACE OF MANUFACTURE: All Offerors must indicate on the Cost Proposal Form whether the pins are manufactured in the United States of America (USA) or not manufactured in the USA. If manufactured outside of the USA, the Successful Offeror must adhere to all U.S. Customs regulations.

2.03 LAPEL PIN SAMPLES

All Offerors are required to submit with their proposal three samples of the King Salmon Lapel Pins that meet the specifications listed in paragraph 2.02 (Lapel Pin Specifications) of this RFP and match the design provided in the PDF attachment A-1 (King Salmon Pin Design), the design is also available in digital format by requesting it from the Procurement Manager listed on page one of this RFP. The samples of all responding Offerors will be examined and compared for quality, appearance, and construction. The Successful Offeror’s samples will then be retained by the Agency for quality comparison with the completed order. Only pins of excellent quality will be accepted in fulfillment of the contract. A proposal submitted without three (3) samples of the lapel pin will be rejected.

2.04 DELIVERY OF LAPEL PINS

The Agency prefers that the Successful Offeror deliver the first order made by the Agency to the Agency in Juneau, Alaska not later than three (3) months after the Successful Offeror has received the order from the Agency. All Cost Proposal prices shall include freight or shipping cost and be shall considered FOB Juneau, Alaska.

The delivery location that the lapel pins should be delivered to is:

Legislative Affairs Agency-Supply
State Capitol
120 4th Street, Room 3
Juneau, Alaska 99801

2.05 DEFFECTIVE LAPEL PINS

Defective pins provided by the Successful Offeror under the contract will be returned (at the Successful Offeror's expense) to the Successful Offeror for replacement at the Successful Offeror's expense.

2.06 QUANTITIES TO BE PURCHASED

The Agency is planning to order the design included in attachment A-1(King Salmon Lapel Pin Design) in one of the following quantities 100,000; 75,000; 50,000; or 25,000.

SECTION THREE - PROPOSAL FORMAT AND CONTENT

3.01 GENERAL INSTRUCTIONS

The Agency is not requesting a detailed proposal for this RFP, 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) the Lapel Pins Proposal and 2) a Cost Proposal.

3.02 LAPEL PINS PROPOSAL REQUIREMENTS

All proposals shall include samples of the lapel pin being proposed according to paragraph 2.03 (Lapel Pin Sample) of this RFP. The Offerors shall include three copies of the King Salmon Lapel Pin as the Offerors Lapel Pin Proposal. The Lapel Pin Proposal must be submitted in a separate sealed envelope marked LAPEL PIN 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.

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 5.01 (Cost Proposal Form) of this RFP. 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.

EVALUATION OF PROPOSALS:

PEC members will individually examine and rate each Offeror's Lapel Pin 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 the Lapel Pin 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) of this RFP.

If any scores are tied, the Offeror submitting the lowest cost proposed on form 5.01 (Cost Proposal Form) for line-item d. (quantity of 25,000) after application of the five percent (5%) Alaska Offerors Preference if applicable, will prevail. If proposals are tied in scoring and in 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 QUALITY AND APPEARANCE OF LAPEL PINS

Maximum Point Value for this Section – 600 Points [1000 Points x 60% = 600 Points])

Scale Rating 1 - 600 where 1=lowest and 600=highest

PEC members will evaluate and score each Lapel Pin Proposal by reviewing each Lapel Pin Sample that is submitted for quality of craftsmanship, coloring, details of the design, and overall appearance.

4.04 COST PROPOSAL

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

Converting Cost to Points: The lowest cost proposal for line-item d. (quantity of 25,000) on form 5.01 (Cost Proposal Form) 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 offeror'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 Lapel Pin Proposals that are received.

Formula for Converting Cost to Points

$$\frac{([\text{PRICE OF LOWEST COST PROPOSAL}] \times [\text{MAXIMUM POINTS FOR COST}])}{(\text{COST OF EACH HIGHER PRICED PROPOSAL})}$$

SECTION FIVE – RFP FORMS

5.01 COST PROPOSAL FORM

RFP Number: 678 RFP Title: King Salmon Lapel Pins
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OFFEROR

Company Name: _____
Address: _____
City, State, Zip Code: _____
Telephone No.: _____ Email address: _____
Alaska Business License No.: _____
Indicate if you qualify as an Alaska Offeror. <input type="checkbox"/> Yes <input type="checkbox"/> 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 Proposed Prices for the lapel pins described in RFP 678. The prices proposed below shall be all inclusive and include all costs associated with administration, shipping and handling, supplies, materials, equipment, equipment rentals, personnel, subcontractors, licenses, and all necessary labor to complete and deliver the lapel pins as required in this RFP.		
1. King Salmon Lapel Pin (Gold and Navy-Blue)	Unit Price	/ Total Price
a. Cost of 100,000 Gold and Navy-Blue King Salmon Lapel Pins:	\$ _____	/ \$ _____
b. Cost of 75,000 Gold and Navy-Blue King Salmon Lapel Pins:	\$ _____	/ \$ _____
c. Cost of 50,000 Gold and Navy-Blue King Salmon Lapel Pins:	\$ _____	/ \$ _____
d. Cost of 25,000 Gold and Navy-Blue King Salmon Lapel Pins:	\$ _____	/ \$ _____
(Line d. (qty. of 25,000) will be used by the Agency for the evaluation and award of points for cost)		
2. King Salmon Lapel Pin manufacturing country of origin: _____		

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: _____

5.02 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:

- Cost Proposal Form (form 5.01)
- Three Samples of the Lapel Pin
- A copy signed by the Offeror of each amendment to the RFP issued by the Agency
- Active Alaska Business License number indicated on Cost Proposal Form (form 5.01)
- Submission of Lapel Pin Proposal and Cost Proposal in separately sealed envelopes