

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. 702

GROUNDSKEEPING AND LANDSCAPING SERVICES AT THE ALASKA STATE CAPITOL COMPLEX

SEALED PROPOSALS MUST BE RECEIVED AT THE ABOVE ADDRESS OR MUST BE EMAILED TO LAA.PROCUREMENT@AKLEG.GOV BY 1:30 P.M. ALASKA TIME ON MONDAY, NOVEMBER 16, 2026. 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=161929>

IMPORTANT NOTICE: YOU MUST REGISTER WITH THE PROCUREMENT MANAGER LISTED IN THIS DOCUMENT TO RECEIVE SUBSEQUENT AMENDMENTS, WHETHER YOU RECEIVED THIS REQUEST FOR PROPOSALS (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

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SECTION ONE - NOTICES TO OFFERORS

1.01 PURPOSE OF RFP

The Legislative Affairs Agency (Agency) is soliciting proposals from qualified Contractors to provide professional groundskeeping and landscape maintenance services for the Alaska State Capitol Complex (Capitol Complex) in Juneau, Alaska. The Agency seeks to protect and maintain recent landscape improvements at the Alaska State Capitol, rehabilitate designated landscaped areas at the Terry Miller Legislative Office Building and Legislative Finance Office Building, and provide ongoing professional maintenance of the landscaped areas included in this solicitation.

A more detailed description of the work and services to be performed is provided in Section Two (RFP Specifications) of this RFP.

1.02 PROCUREMENT MANAGER

The Procurement Manager for this project is the Agency's Contracting Officer. The Procurement Manager's office is located in Juneau, Alaska. The Procurement Manager's contact information is shown on page one (1) of this RFP.

1.03 PRE-PROPOSAL TELECONFERENCE AND SITE VISITS

All prospective Offerors are encouraged to attend in person or call into the pre-proposal teleconference. This pre-proposal teleconference will be held on Thursday, October 22, 2026, at 2:00 p.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 and site visits 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.

Following the teleconference, the Project Director will coordinate site visits of the service areas at the Capitol for the purpose of planning and preparing the Offeror's Proposal for this RFP. The site visits will be limited to 30 minutes. All visitors attending the site visits will be required to follow the Agency's visitor requirements.

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

Questions asked during the teleconference and site visit will be answered in accordance with paragraph 1.10 (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 visits 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 to an equivalent number of days at the Agency's discretion.

RFP Issue Date	October 9, 2026
Pre-Proposal Teleconference and Site-visits	October 22, 2026
Deadline for Written Questions	November 6, 2026
Deadline for Receipt of Proposals and Proposals Opened	November 16, 2026
Notice of Intent to Award Contract Issued (NIA)	December 8, 2026
Agency Signs Contract	December 18, 2026
Onsite Contract Work and Services Begins	May 1, 2027

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

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

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. The Procurement Manager's contact information is shown on page one (1) of this RFP.

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

An Offeror must submit and deliver its proposal in one sealed package to the issuing office identified on Page 1 of this RFP or may email its proposal to the Procurement Manager at the email address shown 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. If mailed or hand delivered, the package must be marked on the outside to identify the RFP and the Offeror. If emailed, the email must contain the RFP number in the subject line of the email.

An Offeror must complete and submit the form in attachment 5.03 (Cost Proposal Form) separately from the Offeror's Technical Proposal.

Only one (1) copy of the form in attachment 5.03 (Cost Proposal Form) should be submitted in a separate sealed envelope or PDF document marked COST PROPOSAL with the RFP number on the outside of the envelope or the COST PROPOSAL shall be emailed in the form of a PDF document labeled COST PROPOSAL with the RFP number in the subject line of the email.

One (1) copy of the TECHNICAL PROPOSAL with the remainder of the offer shall be submitted in a sealed envelope or container with the RFP number on the outside of the sealed envelope or container; or the TECHNICAL PROPOSAL with the remainder of the offer shall be emailed in the form of a PDF document labeled TECHNICAL PROPOSAL with the RFP number in the subject line of the email that the PDF forms are sent in.

Emailed proposals must be submitted as an attachment in PDF format. The PDF document should be named in a format such as "Offeror A – Cost Proposal for RFP 702.pdf" (Offeror A is the name of the Offeror).

Please note that the maximum size of a single email (including all text and attachments) that can be received by the Agency is 50 megabytes (mb). If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 50mb and each email must comply with the requirements described in the previous two paragraphs.

The Agency is not responsible for unreadable, corrupt, or missing attachments. It is the Offeror's responsibility to contact the issuing office at (907) 465-3763 - Voice, (907) 465-4980 - TDD to confirm that the emailed proposal has been received. Failure to follow the above instructions may result in the proposal being found nonresponsive and rejected.

It is the responsibility of the Offeror to ensure that their proposal and any Agency-issued RFP 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 amendments are not received prior to the closing date and time.

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 the Procurement Manager before proposals are due, to make any necessary arrangements. The Procurement Manager's contact information is shown on page one (1) of this RFP.

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 may be found on page one (1) 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 PERFORMANCE BOND

If the resulting Contract exceeds \$100,000 during a Contract year, the Successful Offeror, at 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 that year 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. If applicable, 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.

1.32 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.

1.33 CONTRACT ASSIGNMENT/TRANSFER

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

1.34 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.

1.35 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.

1.36 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.

1.37 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.

1.38 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.

1.39 RECORDS; AUDIT

The requirements in this section 1.39 (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.

1.40 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.

1.41 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.

1.42 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.

1.43 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.

1.44 INSURANCE

Without limiting the Successful Offeror's indemnification responsibilities under paragraph 1.42 (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 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 bond or a failure to furnish satisfactory evidence of insurance or bond is a material breach of this Agreement and shall be grounds for termination of Successful Offeror's services. All insurance policies shall comply with, and be issued by, insurers licensed to transact the business of insurance in Alaska.

1.45 TIME

Time is of the essence.

1.46 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-foreign-assistance-humanitarian-affairs-and-religious-freedom/bureau-of-democracy-human-rights-and-labor/office-to-monitor-and-combat-trafficking-in-persons/>

If an Offeror fails to comply with this paragraph 1.46 (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.

1.47 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.

1.48 PREVAILING WAGE

The Contract resulting from this RFP may be subject to the minimum wage and other requirements of AS 36.05. It is the responsibility of the Successful Offeror to check with Department of Labor and Workforce Development to determine if the Contract will require prevailing wages. The current minimum wages for various classes of laborers, mechanics, and field surveyors (as these terms are defined in AS 36.95.010) are listed in the Laborers' and Mechanics' Minimum Rates of Pay Pamphlet No. 600, provided by the State of Alaska, Department of Labor and Workforce Development through the following website: <https://labor.alaska.gov/lss/pamp600.htm> The rate of wages paid by the Successful Offeror during the Contract shall be adjusted to the wage rate under AS 36.05 that is in effect at time of the RFP's Deadline for Receipt of Proposals – Proposal Opened or any subsequent Contract renewal period. The Successful Offeror and any subcontractor shall pay all employees unconditionally and not less than once a week. Wages may not be less than those required by AS 36.05 regardless of the contractual relationship between the Successful Offeror or subcontractors and laborers, mechanics, or field surveyors. The scale of wages to be paid shall be posted by the Successful Offeror in a prominent and easily accessible place at the site of the Work. The Agency may withhold so much of the accrued payments as is necessary to pay to laborers, mechanics, or field surveyors employed by the Successful Offeror or subcontractors the difference between (1) the rates of wages required by the Contract to be paid laborers, mechanics, or field surveyors on the Work, and (2) the rates of wages in fact received by laborers, mechanics, or field surveyors. Before commencing work, the Successful Offeror is required to designate a primary contractor under AS 36.05.045, and the primary contractor is required to file a notice of work with the Department of Labor and Workforce Development, to pay certain filing fees, and to comply with certain other requirements involving the Department of Labor and Workforce Development after the Work is completed and before final payment can be made. Before final payment of the Contract is made, it is the responsibility of the Successful Offeror to submit a Notice of Completion form signed off by the Department of Labor and Workforce Development, wage and hour section, to the Agency. The final payment of the Contract may be affected by the Successful Offeror's compliance with the requirements.

The Successful Offeror is encouraged to contact the wage and hour section of the State of Alaska, Department of Labor and Workforce Development for more information.

With regard to overtime work hours and compensation, pursuant to 40 U.S.C. 3701 – 3703 or AS 23.10.060, the Successful Offeror may not require or permit any laborer or mechanic in any work week in which the laborer or mechanic is employed on any Work under this Contract to work in excess of eight hours in any calendar day or in excess of forty hours in such work week on work subject to 40 U.S.C. 3701 – 3703 or AS 23.10.060 unless such laborer or mechanic receives compensation at a rate not less than one and one half times the basic rate of pay for all such hours worked in excess of eight hours in any calendar day or in excess of forty hours in such work week, whichever is the greater number of overtime hours. In the event of any violation of this provision, the Successful Offeror shall be liable to any affected employee for any amounts due, liquidated damages, and penalties and to the Agency for liquidated damages. Such liquidated damages to the Agency shall be computed with respect to each individual laborer or mechanic employed in violation of this provision in the sum of \$10.00 for each calendar day on which such employee was required or permitted to be employed on such Work in excess of eight hours or in excess of the standard work week of forty hours without payment of the overtime wages.

If it is found that a laborer, mechanic, or field surveyor employed by the Successful Offeror has been or is being paid a rate of wages less than the rate of wages required by law, the Agency may, by written notice to the Successful Offeror, terminate the Successful Offeror's right to proceed with the work or the part of the work for which there is a failure to pay the required wages and may proceed with the work to ensure its timely completion, by contract with a third party or otherwise. The Successful Offeror and the Successful Offeror's sureties are liable to the Agency for excess costs for completing the work under this paragraph.

SECTION TWO - RFP SPECIFICATIONS

2.01 SCOPE OF WORK AND SERVICES

The Agency seeks a qualified contractor to provide professional landscape rehabilitation and ongoing maintenance services for designated Service Areas, ensuring all areas are maintained in a healthy, attractive, and safe condition using horticulturally appropriate practices for Juneau's climate. Work includes a one-time initial rehabilitation of specified sites, followed by recurring groundskeeping performed between May and October each year. The contractor must identify and protect existing plantings, obtain approval before removing or replacing established vegetation, coordinate closely with the Project Director, and perform additional corrective or enhancement work only when authorized. The Scope of Work and Services includes but is not limited to the following:

1. **GENERAL PERFORMANCE STANDARD:** The Successful Offeror shall maintain all service areas in a healthy, attractive, orderly, and professionally maintained condition consistent with the design and character of the Capitol Complex. Services shall be performed at the frequency necessary to maintain this standard throughout the Service Season and shall not be deferred until visible deterioration occurs.

The Successful Offeror shall use accepted horticultural practices appropriate for Juneau's climate, the site conditions, and the individual plant species. The Successful Offeror shall promptly notify the Project Director of conditions that may materially affect plant health, public safety, or the Successful Offeror's ability to meet the required standard.

2. **KNOWLEDGE AND PROTECTION OF EXISTING PLANTINGS:** Personnel performing weeding, pruning, fertilization, pest management, or other plant-care services must be capable of identifying the established ornamental plants, perennials, bulbs, groundcovers, shrubs, and trees within the service areas. Intentional plant material, including Creeping Dogwood, Rozanne Geranium, Golden Crocus, and other established groundcovers and perennials, shall not be removed or treated as weeds. No established tree, shrub, perennial planting, or groundcover may be substantially pruned, removed, or replaced without appropriate horticultural justification and prior approval from the Project Director.
3. **INITIAL LANDSCAPE REHABILITATION:** During the first Service Season, the Successful Offeror shall perform initial corrective landscape work at the Terry Miller Legislative Office Building and Legislative Finance Office Building to bring the existing landscaped areas to a condition suitable for ongoing professional maintenance. The Successful Offeror shall inspect both properties with the Project Director before beginning work and provide written recommendations regarding plant removal, replacement, corrective pruning, soil amendment, fertilization, bed restoration, mulching, and other corrective measures. No tree, shrub, or established perennial planting may be removed or replaced without prior written approval from the Project Director.

A. **Terry Miller Legislative Office Building Initial rehabilitation shall include:**

- Corrective pruning of the Spiraea, lilac hedge, vine maple, roses, and other excessively overgrown vegetation, including establishing maintainable separation between vegetation and the chain-link fence;

- Removal or control of grass and other unwanted vegetation growing through or immediately adjacent to the chain-link fence;
- Assessment and corrective pruning or stabilization of snow-damaged arborvitae, with recommendations for future replacement if recovery is not reasonably expected;
- Assessment of the Sitka spruce near the flagpole and a recommendation regarding removal due to its location, anticipated mature size, and interference with the flags;
- Soil amendment, lime or fertilizer as appropriate, restoration or replacement of approved groundcover and bulbs, and application of bark or mulch; and
- Incidental corrective work directly associated with the rehabilitation activities identified above, including ordinary cleanup and disposal of resulting landscape debris. Work involving substantial plant replacement, tree removal, or other improvements beyond the identified rehabilitation activities requires prior written authorization through a separate work order.

B. Legislative Finance Office Building Initial rehabilitation shall include:

- Corrective pruning of the Irish yews, Spiraea, and other overgrown vegetation to maintain appropriate separation from the building and sidewalks;
- Assessment of unsuitable, failing, or poorly located plantings and recommendations for replacement with species appropriate to the location, light conditions, mature size, and intended appearance;
- Soil amendment and species-appropriate fertilization;
- Restoration or replacement of approved groundcover and bulbs;
- Application of bark or mulch; and
- Incidental corrective work directly associated with the rehabilitation activities identified above, including ordinary cleanup and disposal of resulting landscape debris. Work involving substantial plant replacement, tree removal, or other improvements beyond the identified rehabilitation activities requires prior written authorization through a separate work order.

Initial rehabilitation shall be separately priced from recurring groundskeeping services. The rehabilitation price shall include all labor, supervision, equipment, supplies, and ordinary materials necessary to complete the work specifically identified above, including soil amendments, fertilizer, approved replacement groundcover and bulbs, and bark or mulch. Removal of the Sitka spruce, replacement of the arborvitae, substantial replacement of shrubs or other established plantings, and other work not specifically included in the rehabilitation requirements shall be performed only if separately authorized by written work order.

Unless otherwise authorized by the Project Director, the Successful Offeror shall complete the initial rehabilitation early enough in the first Service Season to support successful plant recovery and ongoing maintenance. The Successful Offeror shall coordinate the sequence and timing of the work with the Project Director. Initial rehabilitation is a one-time requirement applicable only to the first Service Season and will not recur during a subsequent Service Season or renewal term unless separately authorized by written work order.

4. ONGOING LANDSCAPE MAINTENANCE: Throughout each Service Season, the Successful Offeror shall provide ongoing landscape maintenance at all included properties as necessary to maintain the required performance standard. At the Terry Miller Legislative Office Building and Legislative Finance Office Building, ongoing maintenance shall be coordinated with and performed as appropriate during the initial rehabilitation work; it shall not be delayed until the rehabilitation is fully completed.
- A. Spring Cleanup: Remove leaves, dead vegetation, litter, trash, and foreign material from lawns, planting beds, landscaped areas, sidewalks, fence lines, and other service areas. Rake or dethatch lawn areas and aerate, edge, amend, or repair them when horticulturally appropriate. Prepare planting beds and landscaped areas for the growing season.
 - B. Weeding and Bed Maintenance: Keep planting beds, sidewalks, parking areas, building edges, fence lines, and adjoining rights-of-way free of weeds and unwanted vegetation. Use care to preserve intentional perennials, bulbs, and groundcovers. Maintain bark or mulch at an appropriate depth and replenish it when authorized by the Project Director.
 - C. Lawn Care: Mow, trim, and edge turf areas as needed to maintain an even, healthy, and professional appearance. Mowing height and frequency shall be appropriate for the turf type, weather, and site conditions. Remove or evenly disperse clippings so that no visible accumulation remains, and clean adjacent sidewalks, curbs, driveways, and parking areas after service.
 - D. Watering: Apply sufficient water to lawns, trees, shrubs, annuals, perennials, groundcovers, and planting beds to maintain healthy plant material without overwatering, erosion, runoff, or damage. The Successful Offeror shall provide additional watering visits when weather or plant conditions require them at no extra cost to the Agency.
 - E. Fertilization and Soil Care: Test or assess soil conditions when necessary and apply lime, soil amendments, and fertilizer at the appropriate time, formulation, and rate for the individual turf or plant species. Fertilizer shall not be applied according to a single uniform formula when species-specific treatment is warranted.
 - F. Pruning and Plant Care: Prune, deadhead, shape, train, or support trees, shrubs, perennials, and other plant material using species-appropriate timing and methods. Maintain vegetation clear of sidewalks, handrails, entrances, windows, building surfaces, mechanical equipment, flags, sightlines, bike racks, and other features. Tree wound paint shall not be used unless it is horticulturally appropriate for a specific condition.
 - G. Pest and Disease Management: Monitor for insects, disease, invasive plants, and other threats to plant health. Promptly notify the Project Director of significant conditions and recommend an appropriate treatment. Pesticides may be applied only by personnel holding all certifications required by law and only after receiving any approval required by the Project Director.

- H. Annual Flowers and Other Approved Plant Material: The Successful Offeror shall coordinate the selection and cost of annual flowers and other authorized plant material with the Project Director before purchase. Plant material must be healthy, suitable for the site, and installed at an appropriate time and in accordance with accepted horticultural practices. The Agency will pay the Successful Offeror's documented actual cost plus the percentage markup identified in the Cost Proposal. Installation of annual flowers is included in the recurring service price.
- I. Materials Included in Recurring Services: The recurring groundskeeping fee shall include all labor, supervision, travel, equipment, water, fertilizer, lime, soil amendments, pesticides or biological treatments, routine quantities of bark or mulch, and incidental supplies necessary to perform the recurring services. Except for plant material included in the initial rehabilitation price, new or replacement trees, shrubs, annuals, perennials, bulbs, or groundcover, and unusually large quantities of landscape materials required for separately authorized repair, replacement, or enhancement work, may be billed only when approved in writing by the Project Director and shall be charged at the Successful Offeror's documented actual cost plus the material markup identified in the Cost Proposal.
- J. Litter and Debris: Remove litter, fallen branches, clippings, and foreign material from all service areas during each service visit.
- K. Fall Cleanup and Winter Preparation: Remove leaves, spent annuals after the first frost, dead vegetation, litter, trash, and foreign material; complete appropriate late-season pruning or plant care; apply approved fall fertilizer or soil amendments when appropriate; and prepare planting beds, lawns, shrubs, and trees for winter conditions.
- 5. ADDITIONAL AND CORRECTIVE WORK: The Agency may authorize additional landscape repair, replacement, enhancement, reseeding, planting, or corrective work during the term of the Contract. Such work shall be performed only upon prior written authorization from the Project Director through a separate work order and shall be billed separately at the labor rates and material markup identified in the Successful Offeror's Cost Proposal. The Successful Offeror shall not proceed with additional work based solely on an oral request.

Replacement plants shall be appropriate for Juneau's climate and the particular site's light, moisture, soil, mature-size, maintenance, and design conditions. Plant substitutions require prior approval from the Project Director.

- 6. PROTECTION, REPAIR, AND SERVICE RECORDS: The Successful Offeror shall erect and maintain safeguards necessary to protect the public, workers, buildings, utilities, adjacent property, and landscape features during service operations. Unless approved to remain by the Project Director, safeguards shall be removed at the end of each service visit. The Successful Offeror shall notify adjacent property owners and utilities when performance of the services may affect them and shall cooperate in protecting, removing, relocating, and replacing affected property.

The Successful Offeror is responsible, at no additional cost to the Agency, for repair or replacement of damage caused by the Successful Offeror's equipment, employees, agents,

or subcontractors. This includes damage to structures, sidewalks, landscaping, planting beds, curbing, parking bumpers, fences, chains, bollards, and other property.

The Successful Offeror shall maintain detailed records for each service visit, including the date, location, services performed, start and stop times, personnel present, materials or treatments applied, and any observed condition requiring the Project Director's attention. Records shall be provided to the Project Director upon request and shall support each invoice.

2.02 MINIMUM EXPERIENCE AND QUALIFICATIONS

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

1. **SUCCESSFUL OFFEROR EXPERIENCE**: The Successful Offeror must have a minimum of three (3) years of experience providing groundskeeping and landscaping services of similar scope and complexity to commercial, institutional, or public properties. The Offeror must demonstrate the ability to provide services appropriate to Juneau's climate and growing conditions.
2. **SUCCESSFUL OFFEROR AND SUCCESSFUL OFFEROR STAFF QUALIFICATIONS**: The Successful Offeror, Successful Offeror's staff, and any Subcontractors must possess all legally required licenses, certificates, permits, and experience necessary to operate the vehicles, equipment, and tools, to provide the services required by this RFP.

An Offeror's failure to meet these minimum requirements will cause their proposal to be considered non-responsive 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 GENERAL TERMS AND CONDITIONS OF ENSUING CONTRACT

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. **TERM**: The initial term of the Contract will be approximately May 1, 2027, through October 31, 2029. The Agency will have two (2) one-year renewal options, each of which may be exercised at the Agency's sole discretion by written or email notice to the Successful Offeror. Except for the one-time initial landscape rehabilitation, the terms and conditions of the Contract will remain in effect during an exercised renewal term. Initial landscape rehabilitation is required only during the first Service Season and will not recur during a subsequent Service Season or renewal term unless separately authorized by written work order.
3. **SERVICE SEASON**: The regular Service Season will be May 1 through October 31 of each year. The Project Director may reasonably adjust the startup or shutdown date based on weather and site conditions, provided the adjustment does not materially expand the total

Service Season. Weather-dependent spring startup and fall cleanup or winterization necessary to perform the recurring scope are included in the recurring groundskeeping fee.

4. PRICES: The initial landscape rehabilitation fee shall remain firm through completion and is not subject to escalation. The recurring groundskeeping fee and hourly labor rates shall remain firm throughout the first Service Season. For each subsequent Service Season, the Successful Offeror may request, in writing or by email to the Agency's Project Director, an increase of no more than three percent (3%) to the recurring groundskeeping fee and hourly labor rate. Any such request must be submitted in writing to the Agency no earlier than one hundred twenty (120) days and no later than sixty (60) days before the beginning of the applicable Service Season. An increase is not automatic and must be approved by the Project Director. The percentage markup applied to authorized material purchases shall remain firm throughout the initial term and any renewal term.
5. MINIMUM CHARGES: There are no minimum service-call charges under this RFP or the ensuing Contract. The Successful Offeror shall invoice recurring groundskeeping services at the price and payment intervals established in this RFP, the Successful Offeror's Cost Proposal, and the ensuing Contract. Initial landscape rehabilitation shall be invoiced separately at the price established in the Cost Proposal. Additional or corrective work authorized by written work order shall be invoiced separately at the approved hourly labor rates and material markup.
6. INVOICES: The Successful Offeror shall review invoices for accuracy and submit itemized invoices monthly. Recurring groundskeeping services shall be invoiced monthly during each Service Season, based on the fee for the weekly rate provided in the Successful Offeror's Cost Proposal. Invoices must separately identify recurring groundskeeping services, initial landscape rehabilitation, additional or corrective work authorized by written work order, and reimbursable materials. Each invoice must include the applicable service dates, locations, services performed, and charges. Invoices for additional or corrective work must identify the applicable work order and be invoiced separately from recurring and initial services. Payment will be made after the Project Director accepts the services and receives an accurate invoice.
7. SUCCESSFUL OFFEROR'S REPRESENTATIVE: To facilitate contract administration by the Project Director and authorized Agency representatives, the Successful Offeror shall provide the following:
 - A. At least one (1) individual who will represent the Successful Offeror in every aspect pertaining to the work and services required by this RFP. The individual described under this paragraph must be identified by the Offeror and available within 24 hours of entering into a Contract resulting from this RFP. The representative, their location, and their availability must be satisfactory to the Agency.
 - B. The Successful Offeror's Representative shall be available Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. Alaska Time during the Service Season 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.

2.04 ADDITIONAL SAFETY AND PROTECTION REQUIREMENTS

1. The Successful Offeror shall be responsible for initiating, maintaining, and supervising all safety precautions and safety programs related to the Service. The Successful Offeror shall take all necessary precautions for the safety of, and shall provide the protections necessary to prevent damage, injury, or loss to:
 - A. all employees providing the Services and other persons and organizations who may be affected by the Services;
 - B. other property located at the sites or on property adjacent to or near the service sites, including but not limited to, trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, guardrails, fences, and vehicles.
2. In addition to the provisions of sec. 1.42 (INDEMNIFICATION), all damage, injury, or loss to any property or person caused directly or indirectly, in whole or in part, by the Successful Offeror or any subcontractor employed by the Successful Offeror to perform the Services shall be remedied by the Successful Offeror with no change in Contract price, except for damage or loss attributable to unforeseeable causes beyond the control of and without the fault or negligence of the Successful Offeror. Damage for which the Successful Offeror is responsible under this paragraph must be repaired within sixty (60) days after it occurs, unless the Project Director approves another deadline in writing.

2.05 PROJECT DIRECTOR

The Project Director for this project is the Agency's Facilities Manager or his designee. The Project Director's office is located in Juneau, Alaska at the Capitol, 120 4th Street, Rm. 12, Juneau, Alaska, telephone number (907) 465-3708.

2.06 BUILDING PERMIT

The Successful Offeror shall determine whether the City and Borough of Juneau or State of Alaska requires any permits for the Work and Services. The Successful Offeror shall advise the Project Director what permit or permits are required. If a permit is required for this project, the Successful Offeror shall obtain and pay for the permit without reimbursement from the Agency and shall provide evidence to the Agency that the permit has been obtained before commencement of the Work and Services at the Capitol.

2.07 SPECIAL REQUIREMENTS

1. During the Project, limited parking may be available for the Successful Offeror as assigned by the Project Director.
2. The Agency will supply electricity and water service for the Work, and the Successful Offeror may use the restrooms in the Alaska State Capitol building during the performance of the Work.
3. The Agency may be able to accommodate some storage of materials and equipment on-site or at an off-site storage facility; however, it will be the responsibility of the Successful Offeror to make its own arrangements for most of its storage needs.

4. The Agency is not responsible for loss or damage to the Successful Offeror's vehicles, equipment, tools, materials, or other property. The Agency advises the Successful Offeror to take reasonable precautions to prevent losses.

2.08 LOCATIONS OF WORK AND SERVICES

The Work and Services required under this RFP shall be performed at the following locations in Juneau, Alaska:

1. 120 4th Street (State Capitol)
2. 129 6th Street (Terry Miller Building)
3. 430 Main Street (Legislative Finance Building)
4. 211 4th Street (Assembly Building Apartments)

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. Experience and Qualifications: Include a statement of qualifications or resumes for all personnel designated to perform the work and services under this RFP. This statement of qualifications must clearly describe education, licenses held, and work experience; include all dates thereof. Include identification of any key partners or subcontractors that you intend to use and how they relate to your organization. The statement of qualifications should also include:
- 1) Resumes, including both education and experience, of all key personnel, including subcontractors, who will be directly involved in this Contract, listing similar types of properties that they have managed or worked on.
 - 2) Offerors must provide three letters of reference from current or recent clients for whom they have provided similar groundskeeping and landscaping services for commercial

properties of similar size or complexity. Proposals that do not include at least three references may be deemed nonresponsive. An authorized agent of the current or recent client for which the services were provided to the client (the Offeror's customer) must provide the reference information and sign and date the letter. It is the Offeror's responsibility to ensure that the completed letters are submitted with the proposal by the submission date, for inclusion in the evaluation process. Any client reference letters that are not received may adversely affect the Offeror's score in the evaluation process. The Agency may contact the client references for validation of the information provided in the client reference letters. If the Agency finds erroneous information, evaluation points may be deducted, or the proposal may be rejected entirely.

C. Implementation of Services and Methods: In detail, explain how you would implement and provide the Work and Services defined in this RFP. At a minimum, your proposal should include:

- 1) A description of the resources you will be committing to this project and an organizational chart listing key personnel and their duties.
- 2) An explanation of how you intend to implement, manage, and address the needs of the Capitol Complex, including how responsibilities will be assigned among key personnel.
- 3) Details about managing the services to be provided and any ideas you may have for either reducing costs or increasing service levels without impacting costs, based on experience with other facilities.
- 4) Suggestions you may have for performing the Work and Services more efficiently or other terms or conditions you suggest in the Contract resulting from this RFP; the Agency is under no obligation to accept Contract suggestions from the Successful Offeror.

Offerors must provide comprehensive narrative statements that illustrate their understanding of the Work and Service requirements of the RFP, the implementation of the Work and Services, and the methods by which the Work and Services will be provided.

3.03 COST PROPOSAL REQUIREMENTS

Offerors must provide a fixed fee for the initial landscape rehabilitation at the Terry Miller Legislative Office Building and Legislative Finance Office Building; a fixed weekly fee for recurring groundskeeping Work and Services, which will be used to calculate the seasonal cost for evaluation purposes; a fixed hourly labor rate for additional or corrective Work authorized by written work order; and a percentage markup for authorized material purchases.

For purposes of contract payment, the recurring groundskeeping fee will be calculated as the proposed weekly rate multiplied by 26 weeks, with the resulting fees being paid monthly during the Service Season.

All fees and rates must include all costs associated with providing the Work and Services required by this RFP.

The Successful Offeror may not charge additional administrative, coordination, project-management, or markup fees for routine maintenance, repairs, or other Work and Services required under this RFP unless specifically authorized by the Agency in writing.

Only one (1) copy of the COST PROPOSAL FORM in Attachment 5.03 (Cost Proposal Form) should be submitted in a separate sealed envelope marked COST PROPOSAL with the RFP number on the outside of the envelope, or in a PDF document marked COST PROPOSAL with the RFP number in the subject line of the email in which the proposal is submitted.

This is a fixed-price Contract. The Fees and Rates must include all charges that can reasonably be anticipated in providing the Work and Services required by this RFP, including all labor, travel, lodging, per diem, administrative costs, and other costs of the Successful Offeror associated with providing the Work and Services.

Any proposal without a Cost Proposal Form will be declared nonresponsive.

Price adjustments for renewal periods are governed by paragraph 2.03(4) (Prices).

SECTION FOUR - EVALUATION CRITERIA

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. They will then be evaluated by the Proposal Evaluation Committee (PEC) using the criteria set out below. The total number of points used to score the responses is 1000. A sample evaluation form is also included in section five of this RFP which lists the questions that will be used by the PEC to evaluate the proposals.

4.01 UNDERSTANDING OF THE WORK AND SERVICES

(10 PERCENT – 100 POINTS)

1. Does the proposal demonstrate an understanding of the goals, objectives, and work described in this RFP?
2. Are any expectations the Offeror has for the Agency reasonable?
3. Does the Offeror have any possible conflicts or appearances of conflicts with their ability to complete the services described in the RFP, based on other clients of the Offeror or work and services the Offeror may provide during the Contract period?
4. What commitment of resources and personnel is the Offeror willing and able to make to assure responsiveness to the Agency's needs and the requirements of this RFP?

4.02 EXPERIENCE AND QUALIFICATIONS

(20 PERCENT – 200 POINTS)

Questions regarding the personnel:

1. Did the Offeror identify the individuals that will be involved with the project and provide all of the information requested about those individuals in the RFP?
2. Do the individuals assigned to lead or manage the work and services have experience managing and providing similar work and services to commercial properties that are similar in size?
3. Are the individuals qualified, and do they have the experience necessary for the work or services that the Offeror proposes they perform?

Questions regarding the Offeror:

4. How well has the Offeror demonstrated experience in providing work and services similar to the work and services required by this RFP?
5. Has the Offeror provided at least three reference letters from previous or current clients, and what do the references indicate about the Offeror's performance providing similar work and services?
6. Does the proposal demonstrate the level of expertise and experience needed to manage the Work and Services at the Capitol Complex?

4.03 IMPLEMENTATION OF THE WORK AND SERVICES

(20 PERCENT – 200 POINTS)

1. Has the Offeror clearly described its plan for implementing and managing the work and services required by this RFP?
2. Does the Offeror provide for adequate personnel, resources, and availability to meet the requirements of the Agency and the RFP?
3. Has the Offeror clearly identified how responsibilities will be assigned among key personnel, including who will serve as the Agency's primary point of contact?
4. Has the Offeror demonstrated an effective approach to managing the work and services and any subcontracted work and services?
5. Has the Offeror provided a reasonable and effective plan for the initial landscape rehabilitation work and services?
6. Does the Offeror demonstrate an effective approach to obtaining, providing, and installing various materials and plants?
7. Are the proposed methods practical, complete, and responsive to the requirements of this RFP?

4.04 CONTRACT COST

(50 PERCENT – 500 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 – ATTACHMENTS

5.01 SAMPLE EVALUATION FORM

All proposals will be reviewed for responsiveness and then evaluated using the criteria set out below. The total number of points used to score this proposal is 1000.

Person or Firm Name: _____

Name of Proposal Evaluation Committee Member: _____

Date of Review: _____

RFP Number: _____

A. Understanding of The Services – 10%

(Maximum Point Value for this Section – 100 Points [1000 Points x 10% = 100 Points])

Scale Rating 1 : 100 where 1=lowest and 100=highest

A detailed description of the services to be provided which explains the Offeror's understanding of the services required.

1. Does the Offeror's proposal demonstrate an understanding of the goals, objectives, and work outlined in this RFP?

2. Are any expectations the Offeror has for the Agency reasonable?

3. Are there any possible conflicts or appearances of conflict with the Offeror's ability to complete the work and services described in the RFP, based on other clients of the Offeror or work and services the Offeror may provide during the Contract period?

4. What commitment of resources and personnel is the Offeror willing and able to make to assure responsiveness to the Agency's needs and the requirements of the RFP?

Evaluator's Point Total for Section A

B. Experience and Qualifications – 20 percent

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

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

The experience and qualifications of the personnel assigned to lead or manage the personnel assigned to the project and the experience and qualifications of the Offeror.

Questions regarding the personnel:

1. Did the Offeror identify the individuals that will be involved with the project and provide all of the information requested about those individuals in the RFP?

2. Do the individuals assigned to lead or manage the work and services have experience managing and providing similar work and services to commercial properties that are similar in size?

3. Are the individuals qualified and do they have the experience necessary for the work or services that the Offeror proposes they perform?

Questions regarding the Offeror:

4. How well has the Offeror demonstrated experience in providing work and services similar to the work and services required by this RFP?

5. Has the Offeror provided at least three reference letters from previous or current clients, and what do the references indicate about the Offeror's performance providing similar work and services?

6. Does the proposal demonstrate the level of expertise and experience needed to manage the work and services at the Capitol Complex?

Evaluator's Point Total for Section B

C. Implementation of the Services and Methods – 20 Percent

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

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

A detailed description of how the Offeror plans to implement the work and services and the methods that will be used to manage and maintain the work and services required in this RFP.

1. Has the Offeror clearly described its plan for implementing and managing the work and services required by this RFP?

2. Does the Offeror propose adequate personnel, resources, and availability to meet the requirements of the Agency and this RFP?

3. Has the Offeror clearly identified how responsibilities will be assigned among key personnel, including who will serve as the Agency's primary point of contact?

4. Did the Offeror demonstrate an effective approach to managing the work and services and any subcontracted work and services?

5. Has the Offeror provided a reasonable and effective plan for the initial landscape rehabilitation work and services?

6. Does the Offeror demonstrate an effective approach to obtaining, providing, and installing various materials and plants?

7. Are the proposed methods practical, complete, and responsive to the requirements of this RFP?

Evaluator's Point Total for Section C

D. Contract Cost – 50 Percent

(Maximum Point Value for this Section – 500 Points [1000 Points x 50% = 500 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. 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 at the PEC score recording meeting.

Formula for Converting Cost to Points (The amount of each cost proposal is reached after applying any applicable bidder's preferences.)

(([PRICE OF LOWEST COST PROPOSAL] X [MAXIMUM POINTS FOR COST]) DIVIDED BY (COST OF EACH HIGHER PRICED PROPOSAL))

- | | |
|-----------------------------------|----------------|
| a. Price of Lowest Cost Proposal | _____ |
| b. Maximum Points for Cost | 500 Points |
| c. Total of a times b | _____ |
| d. Cost of Offerors Cost Proposal | _____ |
| e. Divide c by d | = _____ Points |

Point Total for Section D

**OFFEROR COMBINED TOTAL
FOR SECTIONS A THROUGH D**

5.02 CAPITOL COMPLEX WORK AND SERVICE AREAS

Attachment 5.02 (Capitol Complex Work and Service Areas) are the service areas around each building that the Work and Services will be provided at. Attachment 5.02 will be provided to Potential Offerors as a separate attachment to the RFP when a Potential Offeror registers with the Procurement Manager for this RFP.

5.03 COST PROPOSAL FORM

RFP Number: 702

RFP Title and Description: Groundskeeping and Landscaping Services for the Alaska State Capitol

OFFEROR

Company Name: _____

Address: _____

City, State, Zip Code: _____

Telephone No.: _____ Email address: _____

Tax Identification No.: _____ Alaska Business License No.: _____

COST PROPOSAL

The Offeror hereby provides the prices listed below in accordance with the RFP. The prices provided will establish the applicable fees and rates and will be used to calculate the Total Proposed Contract Price for evaluation purposes. The prices provided must be all-inclusive and include all costs of the Offeror associated with providing the work and services required by this RFP, including administration, travel, per diem, personnel, permits, licenses, office space, tools, equipment, and all necessary labor. The quantities used to calculate the Total Proposed Contract Price are for evaluation purposes only and do not represent guaranteed quantities of work or materials. Recurring groundskeeping services will be paid monthly based on the proposed weekly rate.

1. Initial Landscape Rehabilitation Fee (one-time): \$ _____ +

2. Recurring Weekly Groundskeeping Fee (Weekly Rate for Service Season):
\$ _____ per week times (x) 26 weeks equals (=) \$ _____ +

3. Hourly Labor Rate (for approved work order work): \$ _____ per hour times
(x) 100 hours equals (=) \$ _____ +

4. Materials Cost Markup Percentage (for approved material purchases): _____ % (cost
markup percent) times (x) \$10,000.00 equals (=) \$ _____ +

5. **Total of Proposed Contract Prices:** \$ _____

(Line 1 Total + Line 2 Total + Line 3 Total + Line 4 Total = Line 5 Total)

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:** _____

5.04 PERFORMANCE BOND

STATE OF ALASKA
LEGISLATIVE AFFAIRS AGENCY

PERFORMANCE BOND

For

Bond No. _____

Project Name and Number: _____

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 groundskeeping and landscaping services at the Alaska State Capitol Complex, said work and services to be done according to the terms of said contract.

KNOW ALL WHO SHALL SEE THESE PRESENTS:

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 Page 2 of Bond

PERFORMANCE BOND (continued)

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 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:

- ☐ The Cost Proposal Form (Attachment 5.03 (Cost Proposal Form))
- ☐ A copy signed by the Offeror of each amendment issued by the Agency
- ☐ Alaska Business License and Entity information included within Technical Proposal Cover Letter
- ☐ Documentation indicating the experience and qualifications of the Offeror and Staff assigned to provide the work and services for the Contract included with Technical Proposal
- ☐ Three Letters of Reference for Offeror included with Technical Proposal
- ☐ Submission of Technical and Cost Proposals in separately sealed envelopes or PDF attachments