

REQUEST FOR PROPOSALS PACKAGE



RETURN THIS PROPOSAL TO THE ISSUING OFFICE:

LEGISLATIVE AFFAIRS AGENCY

Issuing Office Mailing Address: State Capitol, Room 3, Juneau, AK 99801-1182

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

RFP NO. 603

“FURNITURE PURCHASE AND INSTALLATION SERVICES FOR THE ANCHORAGE LEGISLATIVE INFORMATION OFFICE AND LEGISLATORS’ DISTRICT OFFICES AT ANCHORAGE, ALASKA”

SEALED PROPOSALS SHALL BE RECEIVED AT THE ABOVE ADDRESS UNTIL 1:30 P.M., ALASKA PREVAILING TIME, ON MAY 5, 2014. FAXED PROPOSALS WILL NOT BE ALLOWED.

Offerors Are Not Required To Return This Form.

Under AS 36.30.020, the Alaska Legislative Council adopted procurement procedures that were based on competitive principles consistent with AS 36.30 and adapted to the special needs of the Legislative Branch. Therefore, the Legislative Branch follows its own procurement procedures and is not subject to the procurement procedures of the Executive Branch. Copies of the Legislative Branch Procurement Procedures are available upon request.

IMPORTANT NOTICE: YOU MUST REGISTER WITH THE SUPPLY OFFICER LISTED IN THIS DOCUMENT TO RECEIVE SUBSEQUENT AMENDMENTS, WHETHER YOU RECEIVED THIS REQUEST FOR PROPOSALS FROM THE STATE OF ALASKA’S “ONLINE PUBLIC NOTICE” WEB SITE, VIA THE MAIL, OR FROM ANOTHER SOURCE. FAILURE TO CONTACT THE SUPPLY OFFICER MAY RESULT IN THE REJECTION OF YOUR PROPOSAL.

Tina Strong, Supply Officer

PH: 907-465-6705

FAX: 907-465-2918

TDD: 907-465-4980

Email: tina.strong@akleg.gov

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SECTION ONE

Notices to Offerors

- 1.01 **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 Supply Officer 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 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.

- 1.02 **Photocopies:** Photocopied proposals may be submitted as long as one copy has an original signature on the Cover Letter.

- 1.03 **Alaska Business License:** The Offeror must have a valid Alaska business license when the proposal is submitted. The Offeror must include the business license number in the Cover Letter or submit one of the following forms of evidence of an Alaska business license with this proposal: (a) a canceled check for the business license fee; (b) a copy of a business license application with a receipt date stamp from the state's business license office; (c) a receipt from the state's business license office for the license fee; (d) a copy of the Offeror's valid business license; or (e) a sworn notarized affidavit that the Offeror has applied and paid for a business license. **For more information regarding an Alaska business license, please contact Business Licensing in the Division of Occupational Licensing in the Department of Commerce, Community & Economic Development at (907) 465-2550. If an Offeror fails to comply with this paragraph, the Agency reserves the right to disregard the proposal.**

- 1.04 **U.S. Funds:** Prices quoted shall be in U.S. funds.

- 1.05 **Taxes:** All proposals shall be submitted exclusive of Federal, State and local taxes.

- 1.06 **RFP Questions / Contact Person:** Offerors are requested to carefully review this Request for Proposals, without delay, for defects and questionable or objectionable matter. OFFERORS OR THEIR AGENTS MAY NOT CONTACT ANY MEMBER OF THE EVALUATION COMMITTEE OR THEIR STAFF OR ANY MEMBER OF THE LEGISLATURE OR THEIR STAFF REGARDING THIS RFP. All questions concerning this Request for Proposals must be directed to the Supply Officer of the Legislative Affairs Agency.

There are generally two types of questions. The first type is a question which can be answered by directing the Offeror to the specific section of the Request for Proposals where the information is found. Response to these questions may be given over the telephone, but are limited to directing the Offeror to a portion of the Request for Proposals which can then be read by the Offeror.

The second type is a question that would require the Supply Officer to clarify or interpret part of the Request for Proposals or its intent. Response to the second type of question will not be

given except in writing via amendment to the Request for Proposals. Offerors must put these questions in writing. These questions must be received by the Supply Officer at least ten (10) days prior to the proposal closing.

The Supply Officer is Tina Strong, Legislative Affairs Agency, State Capitol, Room 3, Juneau, Alaska. PH: 907-465-6705, FAX: 907-465-2918 TDD: 907-465-4980.

- 1.07 **Review of RFP:** Offerors shall carefully review this Request for Proposals, without delay, for defects and questionable or objectionable matter. Comments concerning defects and questionable or objectionable material must be made in writing and received by the Supply Officer at least ten (10) days before proposal opening. 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.
- 1.08 **Notice of Intent to Award:** Upon selection of an apparent Successful Offeror, the Supply Officer will issue a written Notice of Intent to Award (NIA) and send copies to all Offerors. The NIA will set out the names and addresses of all Offerors and identify the proposal selected for award.
- 1.09 **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 as required by sec. 230 and 240 of the Procurement Procedures of the Alaska State Legislature.
- 1.10 **Proposal Acceptance:** An Offeror must deliver its proposal in one sealed package to the issuing office identified on page 1 of this RFP and before the closing date and time stated on page 1 of this RFP. Mark the outside of the package to identify the RFP and the Offeror.
IT IS THE RESPONSIBILITY OF THE OFFEROR TO ENSURE THAT ITS PROPOSAL AND ANY PERTINENT AMENDMENTS ARE IN THE ISSUING OFFICE OF THE LEGISLATIVE AFFAIRS AGENCY PRIOR TO THE SCHEDULED PROPOSAL CLOSING TIME. PROPOSALS WILL BE REJECTED IF NOT RECEIVED PRIOR TO THE CLOSING DATE AND TIME. FAXED PROPOSALS WILL NOT BE ACCEPTED.
- 1.11 **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 Supply Officer. 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 Supply Officer may set a time for best and final proposal submissions from those Offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions. Reevaluation will be limited to the specific sections of the RFP opened to discussion by the Supply Officer.
- 1.12 **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 Tina Strong, Supply Officer, 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.

- 1.13 **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 Procurement Procedures of the Alaska State Legislature.
- 1.14 **Binding on Successors:** Subject to paragraphs 1.13 and 1.24 of this “Notices to Offerors”, the contract issued as a result of this Request for Proposals 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.
- 1.15 **Termination of Contract:** Upon delivery of written notice to the Successful Offeror, the contract may be terminated by the project director with or without cause. To terminate, the project director shall provide notice by e-mail or delivery of a hard copy to the Successful Offeror, whichever method is selected in the sole discretion of the project director. If this 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 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 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.
- 1.16 **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.
- 1.17 **Indemnity:** The Successful Offeror shall indemnify, save harmless, and defend the Legislature of the State of Alaska and the Agency, and their officers, agents and employees from liability of any nature or kind, including, but not limited to, any costs, attorney fees, and other expenses relating to the Successful Offeror's performance of its contract obligations.
- 1.18 **Preference for Alaska Offeror:** If an Offeror qualifies for the Alaska Bidder Preference, the Offeror will receive a preference of 5 percent. 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 (e) if a joint venture, be composed entirely of ventures that qualify under (a) - (d) of this paragraph.

In order 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 partnership as identified in (d) of this subsection, 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 partnership as identified in (e) of this subsection, 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.

- 1.19 **Insurance:** The Successful Offeror shall purchase at its own expense and keep in force at all times during the contract, workers' compensation insurance. The Successful Offeror must provide proof of workers' compensation insurance prior to contract approval. This policy must waive subrogation against the Legislative Affairs Agency. If the Successful Offeror's policy contains higher limits than required by law, the Agency shall be entitled to coverage to the extent of the higher limits. The certificate of insurance must provide that a 30-day prior notice of any cancellation will be given to the Agency.
- 1.20 **Applicable Laws:** The Successful Offeror must comply with all applicable federal and state labor, wage/hour, safety, and any other laws which have a bearing on the contract, and must have all licenses and permits required by the Agency, and any municipality that is applicable, for performance of the contract covered by this Request for Proposals.
- 1.21 **Fund Obligations:** Funds are available in an appropriation to pay for the Agency's monetary obligations under the contract through June 30, 2014. The availability of funds to pay for the Agency's monetary obligations under the contract after June 30, 2014, 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 Agency, sufficient funds are not appropriated, the contract will be terminated by the Agency or amended. To terminate under this section, the project director shall provide written notice of the termination to the Successful Offeror and the contract will be terminated under 1.15 of this section.
- 1.22 **Costs for Preparation of Proposal:** This Request for Proposals does not obligate the Agency to award a contract or to pay any costs incurred in the preparation of a proposal when the Agency does not award a contract. This Request for Proposals may be canceled as provided in sec. 120 of the Procurement Procedures of the Alaska State Legislature. Among the reasons that justify cancellation is that all of the responsive proposals exceed the funds available for the contract.
- 1.23 **Rejection:** 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 Procurement Procedures of the Alaska State Legislature.
- 1.24 **Procurement Procedures:** This Request for Proposals is subject to the Procurement Procedures of the Alaska State Legislature.
- 1.25 **Additional Terms and Conditions:** The Agency reserves the right to include additional terms and conditions in the contract.
- 1.26 **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 Request for Proposals may be amended by mutual agreement of the parties.
- 1.27 **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 in this "Notices to Offerors" that apply to the contract.

- 1.28 **Contract Negotiations:** After issuing the Notice of Intent to Award, 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.
- 1.29 **Failure to Negotiate:** The Agency may terminate negotiations under subsection 1.28 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.
- 1.30 **Venue and Applicable Law:** In the event that the parties to the resulting contract find it necessary to litigate the terms of the contract, venue shall be State of Alaska, First Judicial District at Juneau, and the contract shall be interpreted according to the laws of Alaska.
- 1.31 **Human Trafficking:** By the Offeror's signature on the Proposal Form, the Offeror certifies that the Offeror is not headquartered in a country recognized as Tier 3 in the most recent United States 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 United States 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 United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/g/tip/rls/tiprpt>.

If an Offeror fails to comply with this par. 1.31, the Agency may reject, without liability, the Offeror's proposal as non-responsive, cancel intent to award to the Offeror, or cancel the resulting contract to the Offeror.

- 1.32 **Records; Audit:** These requirements are in addition to any other records required by this RFP. Unless the resulting contract will be primarily for products, the Contractor shall accurately maintain detailed time records that state the date of the work, break down the time in quarters of an hour, describe in detail the work done during the quarter of an hour, and identify what individual did the work. For all types of contracts, the Contractor 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.
- 1.33 **Firm Offer:** For the purpose of award, proposals made in accordance with this Request for Proposals shall be good and firm for a period of ninety (90) days from the date of closing for receipt of proposals in response to the RFP.

- 1.34 **Ownership and Reuse of Documents:** Unless an RFP only 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 the 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 this Contract, the items shall be delivered to the Project Director. Offeror acknowledges that all the items are Agency records and, as a result, are public records.
- 1.35 **Materials and Processes Covered by Patents, Trademarks, or Copyrights:** If the 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 Offeror and the Surety 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 work or after the completion of the work.
- 1.36 **Coverage Under The Ethics Law:** The Offeror may be subject to the provisions of AS 24.60 (Legislative Ethics) as a legislative employee unless excluded from the definition of “legislative employee” under AS 24.60.990(a)(11). Select Committee on Legislative Ethics Advisory Opinion 99-01 concludes that “any contractors who are paid through the state payroll system, contractors (or those designated within a contracting firm or company) with the Ethics Committee and those services or professional services contractors with legislative contracts over \$5,000, who will incur more than incidental use of state resources or who either contract for legislative policy related services or who are designated to represent the Legislature in a policy-related capacity, fall within the legislative employee definition and are therefore subject to the legislative ethics code.”
- 1.37 **Product Preference:** Legislative Procurement Procedure sec. 142 requires that in a contract involving the purchase of supplies, including a construction contract, only products manufactured, produced, or harvested in the state may be purchased if the supplies are competitively priced, available, and of like quality compared with products manufactured, produced, or harvested outside the state. AS 36.15.050 requires that timber, lumber, and timber and lumber products from the state are to be used where possible, provides a seven percent preference for those products, and provides for payment withholding for noncompliance.
- 1.38 **Award Criteria:** All Offerors should note that final award of a contract based on this Request for Proposal is not solely based on the price. See Section 5 (Evaluation Criteria) of the RFP.

AWARD OF THIS RFP IS SUBJECT TO STATE OF ALASKA LEGISLATIVE COUNCIL APPROVAL.

SECTION TWO

RFP Introduction

2.01 Purpose of RFP

The Alaska Legislative Information Office and Legislators' District Offices located at 716 W 4th Ave, Anchorage, Alaska, ("building") is undergoing a renovation. The Legislative Affairs Agency (Agency) is soliciting sealed proposals to provide and install commercial-grade business furniture for the newly renovated space.

2.02 Minimum Qualifications

The Agency expects that the Offeror will have a demonstrated business success record in the commercial furniture market that can be validated through recent business customer references.

2.03 Pre-Proposal Conference

The Agency does not anticipate holding a pre-proposal conference at this time; however, the Agency reserves the right to schedule one in the future if deemed necessary. If one is scheduled, all interested parties who have registered with the Supply Officer will be notified and a notice will be posted on the Online Public Notice System.

2.04 Contract Term

The length of the contract is expected to be from the date of contract award through the expected installation month of December 2014. This will include approval of the final design and number of items, provision and shipment of furniture, and final installation and acceptance by the Agency. The term of the contract may be extended by mutual agreement of the parties if the building is not sufficiently completed for the installation of furniture by December 1, 2014.

2.05 Schedule Of Events

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

RFP Issue Date	April 14, 2014
Deadline for Offerors with disability to Notify the Agency of need for assistance	April 25, 2014
Deadline for Receipt of Protest of Solicitation under par. 1.07	April 25, 2014
Deadline for Receipt of Proposals – Proposals Opened	May 5, 2014
Notice of Intent to Award Contract Issued (Contractor Selection)	May 20, 2014
Deadline for Receipt of Protest to the Contract Award	May 30, 2014
State Signs Contract and Contract Period Begins	June 2, 2014
Contract Period (Acceptance by State of Alaska) Ends	December 30, 2014

SECTION THREE

Scope of Work and Products

3.01 Scope of Work

The Alaska Legislative Information Office and Legislators' District Offices located at 716 W 4th Ave, Anchorage, Alaska, ("building") is undergoing a renovation. The Agency has teamed with kbp architects to come up with a bid package for soliciting sealed proposals to provide and install commercial-grade business furniture for the newly renovated space. The furniture installation is scheduled to begin December 1, 2014 and be completed by December 30, 2014.

The Offeror must have a demonstrated business success record in the commercial furniture market that can be validated through recent business customer references.

The Offeror must provide a concept that allows for the easy reconfiguration of furniture with a limited "kit of parts" and module approach that will provide multiple layouts based on user request.

The churn rate is high for this building and the proposed furniture must have a longer than typical life span and be able to endure constant reconfiguring. The Successful Offeror must provide durable, high quality furniture.

The basis of design is Vitra products. Vitra is an open line available to all Offerors. The Offeror may submit proposals for the suggested Vitra products or submit a proposal from other manufacturers that are of the same aesthetics, quality, and concept. Offerors may submit up to two (2) proposals. Each proposal submitted from an Offeror must be in separate sealed envelopes.

The Agency will conduct a process to grade their existing furniture and determine what will be reused for the building. Until that effort is complete, the quantities for some furniture items cannot be determined for this bid. The proposals from the Offerors must be in the menu format provided on Schedules A and B Proposal Forms. After the contract is awarded, the quantities will be determined. The resulting contract will include an option to purchase and install additional furniture. The option, if exercised, must be exercised within five (5) months after the initial installation is complete.

The furniture attachments included with this RFP consists of Attachment 1: drawings titled LIO Furniture Concepts representing furniture layouts that are approved for the project; Attachment 2: Cut Sheets; and Attachment 3: Specifications Sheets. Due to the digital file size, Attachments 1, 2, and 3 are separate files and are not contained within this document. All of the solicitation documents, including Attachments 1, 2, and 3, can be downloaded from our website <http://akleg.gov/procurement/>. Also available, upon request, are Schedule A Proposal Form and Schedule B Proposal Form in MS Excel format. The Schedule A Proposal Form and Schedule B Proposal Form in MS Excel format are provided for the convenience of our Offerors only as working documents. The Agency is not responsible for formulas and/or quantities within Schedule A and Schedule B Proposals Forms. The Schedules A and B Proposal Forms included in the hard copy of the RFP are the required forms to be returned with the submitted proposals.

The drawings titled LIO Furniture Concepts include:

Level 1:

The drawings for Level 1 meeting room represent the anticipated quantities.

The Auditorium includes drawings for three different configurations. The proposal must reflect the quantities to configure the space based on the three different layouts.

Typical Suites and Shared Spaces:

The drawings represent different layouts for Typical Suites, Leadership Suites, Ethics Suite, Break Areas and Meeting Spaces.

In your proposal please provide the following documents, organized by area title, and in the same order as the drawings provided in the bid package: floor plans, 3D views, parts list, cut sheet and/or brochures for each item.

The Agency would like to purchase furniture by selecting Typical Suites and Shared Space. Quantities will be determined after the contract is awarded.

In the written narrative portion of the RFP response, identify where the proposed product can be viewed by the selection committee. The selection committee may request an interview or presentation to review the dealer's proposal(s).

Furniture pricing must include electrical connection to building where required and freight and installation per area title.

The Agency will conduct a final acceptance inspection of all items after the Contractor has installed and set-up all furniture, and removed all shipping and packing materials.

3.02 Services and Products Required

The Successful Offeror will provide the following products and services:

- A complete list of all materials required for this project, with pricing for each item, required to complete this project.
- Place and manage orders for production confirming availability of all products, styles, sizes, finishes, and colors.
- Receive and securely store all products and materials until delivery. Time deliveries to assure all components are available at the site when required for installation. Delivery shall be sequenced to occur after Substantial Completion by Pfeffer Development, LLC. Pfeffer Development, LLC projects achieving Substantial Completion by the end of November 2014.
- All transportation, handling, packing, and crating, needed to deliver the projects to the designated location.
- Complete installation of the new furniture, to include removal and disposition of all packing materials, any required electrical connections to the building, clean-up, and on-going reconfiguration assistance for a period of six (6) months free of charge.

- Hard copy and electronic format (pdf) of manufacturer's recommended cleaning and maintenance procedures. Provide maintenance training and instruction to Agency personnel.

3.03 New Furniture

Furniture offered in response to this RFP must be new furniture. New furniture means furniture that is currently in production by the manufacturer and is still the latest model, edition or version generally offered. The furniture must be warranted as new by the manufacturer and may not have been used for any purpose, other than display (not demonstration), prior to its sale to the Agency. The Agency will not accept remanufactured, used, or reconditioned furniture. It is the Offeror's responsibility to ensure that each piece of furniture, component, and accessory delivered to the Agency complies with this requirement. A Successful Offeror's failure to comply with this requirement will cause the Agency to seek remedies for breach of contract.

3.04 Service Requirements

1. Warranty – The electric components of the adjustable height work surfaces must carry, at a minimum, a five year warranty. Contractor will advise the Agency if there are warranties available on the rest of the products.
2. Installation – All products must be installed by certified installers in accordance with manufacturer's recommended installation instructions. Workstation components shall be installed level, plumb, square, and with proper alignment with adjoining furniture. The components shall be securely interconnected and securely attached to the building where required.

Upon completion of installation, all products shall be cleaned and polished and the area shall be left in a clean and neat condition. Any defects in material and installation shall be repaired, and damaged products that cannot be satisfactorily repaired shall be replaced.

The Contractor is responsible for ensuring that all electrical and data cabling is installed in accordance with all applicable standards and regulations.

On-site regular working hours are 8:00 a.m. – 5:00 p.m. Monday through Friday. The majority of installation work shall be done during regular working hours unless the Agency requests otherwise. Limited non-secure storage may be available to the Successful Offeror for staging and installation purposes.

3. Reconfiguration Assistance – The Successful Offeror must provide assistance in reasonable re-design and change of existing installations free of charge for a six (6) month period after installation completion.

3.05 Award

Each proposal will be rated independently. Award shall be made to the person determined by the evaluation team to be the best qualified and whose proposal is scored the highest.

SECTION FOUR

Proposal Format and Content

4.01 General Instructions:

The Agency discourages overly lengthy and costly proposals; however, in order for the Agency to evaluate proposals fairly and completely, Offerors must follow the format set out in this section and provide all of the information requested. Failure to follow this format for a proposal or failure to include complete information as requested may result in a lower score or disqualification of the proposal depending on the nature of the discrepancy.

4.02 Proposal Format:

A proposal consists of the four sections identified below. Each proposer shall submit each section in the quantities and format specified.

1. **Cover Letter/Design Intent/Understanding of the Project:** Submit seven (7) cover letters on the Offeror's letterhead signed by a person with the authority, including fiscal authority, in the organization to bind the Offeror, certifying the accuracy of all information in the proposal and certifying that the proposal will remain valid for at least 90 days from the date it is submitted. This Cover Letter must have the Offeror's name, address, telephone number, fax number, Alaska business license number or other forms of evidence (see page 5, sec. 1.03 of the Notices to Offerors for requirements), and tax identification number, and should state whether the Offeror qualifies as an Alaska Bidder (see page 7, sec. 1.18 of the Notices to Offerors for criteria to qualify).

The cover letter shall also contain the following information:

- a) **Written Narrative.** A written narrative that addresses all aspects of the project in terms of the RFP Introduction (Section Two) and Scope of Work and Products (Section Three).
 - b) **Additional discounting.** A list of any additional discounting due to the scope of the project if selected.
 - c) **Project Schedule.** A detailed project schedule with milestones portraying estimated completion dates.
 - d) **Removal Plan.** A plan for removal of all shipping and packing materials.
2. **Quality:** Submit seven (7) complete binders with 3D views, catalog cuts and/or brochures for each furniture item, organized per item code and by the area title in the same order as the drawings provided in the bid package. Provide sample warranty for each product manufacturer.
 3. **Prior Experience and Business References:** Submit seven (7) sets of a statement of qualifications in 8 ½" x 11" format. This element of the proposal submittal is limited to 15 pages. It shall include the following:
 - Provide a resume or work history for the project manager demonstrating proof of familiarity with past projects of similar size and scope.
 - Provide a resume or work history for the lead installer demonstrating proof of familiarity with all products being installed.

- Provide at least three (3) customer references to past projects of similar size and scope, providing client name and contact phone numbers.
4. **Cost Proposal:** Using the Cost Proposal Form, Schedule A Proposal Form, and Schedule B Proposal Form provided in this RFP, submit one (1) original copy and six (6) copies of the completed and signed forms. The original and six copies shall be submitted in a sealed envelope separate from the Cover Letter, Quality binders, and Prior Experience and Business References statement. Failure to price all items on both Schedule A and Schedule B may make the entire proposal non-responsive.

SECTION FIVE

Evaluation Criteria

It is the Agency's intent to conduct a comprehensive, fair, and impartial evaluation of all proposals. All proposals will be reviewed to determine if they are responsive. They will then be evaluated using the criteria set out below. The total number of points used to score the responses is 100. A sample evaluation form is also included which lists the questions that will be used by the Proposal Evaluation Committee, which will be comprised of members appointed by the Chair of Legislative Council, to evaluate the proposals.

5.01 Design Intent / Understanding of the Project – 25 Percent

Proposals will be evaluated against the questions set out below.

- 1) Has the Offeror addressed all aspects of the project in terms of the RFP Introduction (Section Two) and Scope of Work and Products (Section Three)?
- 2) Do the proposed products meet the design intent?
- 3) Do the aesthetics of the proposed products meet the design direction provided by kpb architects as shown on the provided specifications sheets?
- 4) Does the Offeror provide a module approach that allows for multiple layouts based on user requests?
- 5) Did the Offeror propose a limited kit of parts that meets the design concept provided by kpb architects? Is it a solution that will allow the Agency to easily reconfigure from a facilities standpoint, rather than from the standpoint of the installation services provided by Offeror?
- 6) Has the Offeror demonstrated an understanding of what the Agency expects it to provide?

5.02 Quality of Product Offered – 30 Percent

Proposals will be evaluated against the questions set out below.

- 1) Does each product have a warranty that meets the needs of the Agency? Does the warranty include parts and labor and for what period of time?
- 2) After reviewing the product, does the product have a quality that will have a longer than typical life span? Will this product be the best investment for the Agency?
- 3) Does the product have a higher quality than other product proposed?

5.03 Prior Experience and Business References – 5 Percent

Proposals will be evaluated against the questions set out below.

- 1) How well has the firm demonstrated experience in completing similar projects on time and within budget?
- 2) How successful is the general history of the firm regarding timely and successful completion of projects?
- 3) Has the firm provided at least three (3) customer references from previous customers for similar projects?

5.04 Cost Proposal – 40 Percent

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 Offerors who qualify as Alaska Bidders will receive a five (5) percent preference. This preference will be given before converting the cost to points. The Agency's Supply Officer will be calculating this section of the evaluation criteria.

Formula for Converting Cost to Points

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

SECTION SIX

Forms

Forms

1. Sample Proposal Evaluation Form
2. Cost Proposal Form
3. Schedule A Proposal Form
4. Schedule B Proposal Form

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 100.

Person or Firm Name: _____

Name of Proposal Evaluation Committee Member: _____

Date of Review: _____

RFP Number: _____

A. Understanding of the Project – 25 Percent

(Maximum Point Value for this Section – 25 Points [100 Points x 25% = 25 Points])

Scale Rating 1 : 25 where 1=lowest and 25=highest

- 1) Has the Offeror addressed all aspects of the project in terms of the RFP Introduction (Section Two) and Scope of Work and Products (Section Three)?

- 2) Do the proposed products meet the design intent?

- 3) Do the aesthetics of the proposed products meet the design direction provided by kpb architects as shown on the provided specification and imagery sheets?

- 4) Does the Offeror provide a module approach that allows for multiple layouts based on user requests?

- 5) Did the Offeror propose a limited kit of parts that meets the design concept provided by kpb architects? Is it a solution that will allow the Agency to easily reconfigure from a facilities standpoint, rather than from the standpoint of the installation services provided by Offeror?

- 6) Has the Offeror demonstrated an understanding of what the Agency expects it to provide?

Evaluator's Point Total for Section A

B. Quality of Product Offered – 30 Percent

(Maximum Point Value for this Section – 30 Points [100 Points x 30% = 30 Points])

Scale Rating 1 : 30 where 1=lowest and 30=highest

- 1) Does each product have a warranty that meets the needs of the Agency? Does the warranty include parts and labor and for what period of time?

- 2) After reviewing the product, does the product have a quality that will have a longer than typical life span? Will this product be the best investment for the Agency?

- 3) Does the product have a higher quality than other product proposed?

Evaluator's Point Total for Section B

C. Prior Experience and Business References – 5 Percent

(Maximum Point Value for this Section – 5 Points [100 Points x 5% = 5 Points])

Scale Rating 1 : 5 where 1=lowest and 5=highest

- 1) How well has the firm demonstrated experience in completing similar projects on time and within budget?

- 2) How successful is the general history of the firm regarding timely and successful completion of projects?

- 3) Has the firm provided at least three (3) customer references from previous customers for similar projects?

Evaluator's Point Total for Section C

D. Contract Cost – 40 Percent

(Maximum Point Value for this Section – 40 Points [100 Points x 40% = 40 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 supply officer will be calculating this section of the evaluation form.

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 POINT FOR COST]) DIVIDED BY (COST OF EACH HIGHER PRICED PROPOSAL)

a. Price of Lowest Cost Proposal _____

b. Maximum Points for Cost 40 Points

c. Total of a times b _____

d. Cost of Higher Price Proposal _____

e. Divide c by d = _____ Points

Evaluator's Point Total for Section D _____

**EVALUATOR'S COMBINED TOTAL
FOR SECTION AVERAGES A THROUGH D** _____

COST PROPOSAL FORM

Project (RFP) Number: 603

Project (RFP) Title & Description: Furniture Purchase and Installation Services for the Anchorage Legislative Information Office and Legislators' District Offices at Anchorage, Alaska

The bidder hereby offers the prices listed below in accordance with the RFP requirements. Offerors must attach completed Schedules A & B to this Cost Proposal Form.

1. Total from Schedule A: \$ _____
2. Total from Schedule B: \$ _____
3. Total of Schedule A & B (Price to be used for Evaluation Factor "Cost Proposal"): \$ _____

(Schedule A + Schedule B = Cost Proposal)

The Undersigned acknowledges receipt of the following addendums to this RFP.

Addendum Number: _____	Addendum Number: _____
Date Issued: _____	Date Issued: _____
Addendum Number: _____	Addendum Number: _____
Date Issued: _____	Date Issued: _____

By signature on this Bid Form, the bidder certifies that the bidder is (1) complying with the applicable portions of the Federal Civil Rights Act of 1964, the Equal Employment Opportunity Act, AS 18.80.200-18.80.295 and the regulations issued under those laws; and (2) agrees to comply with all terms and conditions set out in this Invitation to Bid. ***If a bidder fails to comply with any of the requirements in this paragraph, the Agency reserves the right to disregard the bid.***

AUTHORIZED SIGNATURE: _____

TITLE: _____

PRINTED SIGNATURE: _____

DATE: _____

SCHEDULE A PROPOSAL FORM

ITEM COST: Price to include freight, delivery and installation. Pricing firm for 90 days. Refer to specification sheets and drawings.

FURNITURE CODE	DESCRIPTION	Manufacturer	Product/Model Number	COST PER UNIT
AC1	Magnuson Grp Flow Hanger & Wall Hook, Ball top			\$
AC2	Vitra Workit CPU Sling			\$
AC3	Magnuson Grp Mega Rack MR801 + 80 Hangers, vinyl coated wire shelves, 4" diameter ball bearing locking			\$
AC4	Magnuson Grp, Rund, 14.8 gallon, tilting lid			\$
AC5	Coalesse, Exponents Marker Board, 48"W x 75"H			\$
AC6	Blu Dot Splash Coat Rack, Powder Coated Steel / Walnut			\$
S1	Vitra, .03 stacking, resilient polyurethane integral foam, 20 chairs stacked per stacking trolley. Provide 1 trolley			\$
S2	Vitra, .04 Studio, polyurethane shell, rocking mechanism			\$
S5	Vitra, ID Air, Perforated flexible backrest			\$
S6	Vitra, Visaroll 2, Flexible backrest			\$
S7	Vitra, ID Trim, Slim Back Rest, swivel chair			\$
S8	Vitra, ID Trim L, High fabric backrest w/integrated height adjustable headrest			\$
S10	Vitra, Bench			\$
S11	Vitra, Vitra softshell chair, fully upholstered			\$
S12	Vitra, Bench, single			\$
ST1	Vitra, Arik Levy storage cupboards open			\$
ST2	Vitra, 3 HU Cupboard open, cover plate for additional surface space			\$
ST3	Vitra, 1.5 HU Storage sideboard open bookshelf			\$

ST4	Vitra, 1.5 HU Storage sideboard 2 drawer			\$
ST5	Vitra, 3 HU Cupboard drawers			\$
ST6	TBD, overhead storage w/door			\$
ST7	Fire King, 4H Lateral file, 44"W			\$
ST8	Vitra, MBE Mobile pedestal, 3/3/3 HU			\$
ST9	Vitra, 4 HU Cupboard w/drawers			\$
ST10	Vitra, MBE Mobile pedestal, single			\$
ST11	TBD, Custom 18" x 72" x 34"			\$
ST12	Fire King, 3H lateral file, 44"W			\$
T1	Vitra, Medamorph, 5000 x 1400 MM Boat			\$
T2	Vitra, Medamorph, 3800 x 1300 MM Boat			\$
T3	Vitra, Medamorph, 2000 x 1000 MM Boat			\$
T4	Vitra, Medamorph, visitor table			\$
T6	Vitra, Metal side table, middle			\$
T7	TBD, Custom 29.5" x 24"			\$
T8	Vitra, Workit, 1600 x 800 MM			\$
T9	TBD, Custom, refer to auto cad file			\$
T10	Vitra, Click, 1600 MM x 800 MM			\$
WS1	Vitra, Workit, Single, 2000 x 800 MM			\$
WS2	Vita, Workit, single, 2000 x 800 MM			\$

WS3	Vitra, Workit, single, 2000 x 800 MM			\$
WS4	Vitra, Tyde, single no screen, 1600 x 700 MM			\$
WS6	Vitra, Tyde, single w/3D screen, 1600 x 800 MM			\$
WS7	Vitra, Workit, Single table custom, 31.5" x 17.25"			\$
WS8	TBD, Custom, 31" x 78"			\$
WS9	TBD, Custom, 31" x 78"			\$
			Total Schedule A Proposal Form:	\$ -

SCHEDULE B PROPOSAL FORM

AREA PRICING: Price to include; freight, delivery, installation, connction to building power and data coordination. Pricing firm for 90 days. Refer to drawings and specification sheets.

AREA	DECRPTION	COST PER AREA
AUDITORIUM	REFER TO DRAWINGS LAYOUT 1, 2 & 3 TOTAL	\$
LARGE METTING SPACE	REFER TO DRAWINGS	\$
LOBBY	REFER TO DRAWINGS	\$
LEVEL 2 CONFERENCE ROOMS	REFER TO DRAWINGS	\$
TWO STAFF LAYOUT	REFER TO DRAWINGS	\$
THREE STAFF LAYOUT	REFER TO DRAWINGS	\$
FOUR STAFF LAYOUT	REFER TO DRAWINGS	\$
LEADERSHIP SUITE	REFER TO DRAWINGS	\$
ETHICS SUITE	REFER TO DRAWINGS	\$
COPY / BREAK ROOM	REFER TO DRAWINGS	\$
MAIL ROOM	REFER TO DRAWINGS	\$
TYPICAL CONFERENCE ROOM	REFER TO DRAWINGS	\$
LIO	REFER TO DRAWINGS	\$
EAST SUITE ONE STAFF	REFER TO DRAWINGS	\$
EAST SUITE TWO STAFF	REFER TO DRAWINGS	\$
SINGLE OFFICE SOUTHEAST	REFER TO DRAWINGS	\$
INFORMATION TECHNOLOGY SUITE	REFER TO DRAWINGS	\$
	Total Schedule B Proposal Form:	\$ -

SECTION SEVEN

Attachments

Attachments

1. Drawings from kpb architects entitled LIO Furniture Concepts
2. Cut Sheets
3. Specifications Sheets

Due to the digital file size, Attachments 1, 2, and 3 are separate files and are not contained within this document. All of the solicitation documents, including Attachments 1, 2, and 3, can be downloaded from our website <http://akleg.gov/procurement/>. Also available, upon request, are Schedule A Proposal Form and Schedule B Proposal Form in MS Excel format. The Schedule A Proposal Form and Schedule B Proposal Form in MS Excel format are provided for the convenience of our Offerors only as working documents. The Agency is not responsible for formulas and/or quantities within Schedule A and Schedule B Proposals Forms. The Schedules A and B Proposal Forms included in the hard copy of the RFP are the required forms to be returned with the submitted proposals.