



## **STATE OF ALASKA**

Department of Natural Resources

### **Request for Proposal**

RFP 10 170007320 - 1

#### **TITLE:**

Mobile Food Services for the Division of Forestry

#### **PURPOSE:**

The Department of Natural Resources, Division of Forestry, is soliciting competitive proposals for a qualified contractor to provide mobile food services on an as-needed basis as specified within this RFP.

There will be a pre-proposal conference held for this RFP. Information on the conference can be found in Section Two of this document.

Important Notice: If you receive this solicitation from the State's Online Public Notice website or IRIS Vendor Self Service portal, you must register with the DNR Procurement Section to receive subsequent amendments. Registration must be in writing and may be made via email to [dnr.ssd.procurement@alaska.gov](mailto:dnr.ssd.procurement@alaska.gov) or fax to 907-269-8909. Failure to register with the DNR Procurement Section may result in rejection of your offer.

ADA: The State of Alaska complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to submit a bid should contact the DNR Procurement Section via email to [dnr.ssd.procurement@alaska.gov](mailto:dnr.ssd.procurement@alaska.gov), fax to 907-269-8909, telephone at 907-269-8666 or 269-8687, or TDD at 907-269-8411 not later than 10 calendar days prior to the bid closing date to make necessary arrangements.

**Date of Issue: April 20, 2017**

**Deadline for Receipt of Proposals: May 16, 2017 14:00:00**

**Important Notice:** If you received this solicitation from the State of Alaska's "Vendor Self-Service" web site, you must register with the procurement officer to receive subsequent amendments. Failure to contact the procurement officer may result in the rejection of your offer.

PROCUREMENT OFFICER: Marlys Hagen  
TELEPHONE NUMBER: (907)269-8666  
EMAIL: marlys.hagen@alaska.gov

BID RECEIVING LOCATION:  
Support Services ANC Admin  
Suite 1230  
550 W. 7th Ave.  
Anchorage, AK 99501-3564

### PREFERENCES

Does your business qualify for the Alaska bidder preference?

☐ Yes ☐ No

Does your business qualify for the Alaska veteran preference?

☐ Yes ☐ No

### PROPOSAL SCHEDULE

Event Date	Event Description
05/03/17	Pre-Proposal Conference
05/05/17	Questions Due
05/16/17	Solicitation Closing Date/Time

### LINE ITEMS

Line No.	Description	Quantity	Unit	Unit Cost
1	Mobile Food Services for the Division of Forestry			
Start Date	End Date	Delivery Date	F.O.B. Point	Extended Line Total
05/15/17	01/31/18			

**Extended Description:**

Mobile food services on an as-needed basis for the Division of Forestry.

DO NOT ENTER COST ON THIS LINE. Enter cost only on the Cost Proposal attached to this document.

### EVALUATION CRITERIA

The following criteria will be used when determining the award of this solicitation			
Code	Criteria Description	Points	Vendor Response (DO NOT LIST PRICES IN THIS SECTION. UNIT PRICES AND TOTAL PRICES MUST BE FILLED IN ADJACENT TO THEIR LINE ITEMS.)
1	Cost	50	
2	Experience	30	
3	Methodology	5	
5	Understanding	15	

Terms and Conditions		
No.	Name	Section
011	Appendix A Goods	
007	Appendix B1	

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## APPENDIX A GENERAL CONDITIONS

### 1. Inspections and Reports:

The department may inspect, in the manner and at reasonable times it considers appropriate, all of the contractor's facilities and activities under this contract. The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

### 2. Suitable Materials, Etc.:

Unless otherwise specified, all materials, supplies or equipment offered by the contractor shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.

### 3. Disputes:

If the contractor has a claim arising in connection with the contract that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620□AS 36.30.632

### 4. Default:

In case of default by the contractor, for any reason whatsoever, the State of Alaska may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.

### 5. No Assignment or Delegation:

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Procurement Officer.

### 6. No Additional Work or Material:

No claim for additional supplies or services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Procurement Officer.

### 7. Independent Contractor:

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

### 8. Payment of Taxes:

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

### 9. Compliance:

In the performance of this contract, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits and bonds.

### 10. Conflicting Provisions:

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the contractor may seek to add. The contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The contractor specifically acknowledges and agrees that, among other things, provisions in any documents it sees to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) seek to limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

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#### **11. Officials Not to Benefit:**

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

#### **12. Contract Prices:**

Contract prices for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices for services must be in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost.

#### **13. Contract Funding:**

Contractors are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.

#### **14. Force Majeure:**

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their 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 respective party. For the purposes of this Agreement, Force Majeure will mean 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; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

#### **15. Contract Extension:**

Unless otherwise provided, the State and the contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect, and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.

#### **16. Severability:**

If any provision of the contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

#### **17. Continuing Obligation of Contractor:**

Notwithstanding the expiration date of this contract, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.

#### **18. Governing Law; Forum Selection**

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

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## **APPENDIX B<sub>1</sub>** **INDEMNITY AND INSURANCE**

### **Article 1. Indemnification**

The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. “Contractor” and “Contracting agency”, as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term “independent negligence” is negligence other than in the Contracting agency’s selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor’s work.

### **Article 2. Insurance**

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

- 2.1 Workers' Compensation Insurance:** The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.
- 2.2 Commercial General Liability Insurance:** covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.
- 2.3 Commercial Automobile Liability Insurance:** covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000. combined single limit per claim.

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## RFP 170007320

### SECTION ONE INTRODUCTION AND INSTRUCTIONS

#### 1.01. Return Mailing Address, Contact Person, Telephone, Fax Numbers and Deadline for Receipt of Proposals

Offerors must submit one signed original and three signed copies of their Technical Proposal and one signed original Cost Proposal, to the procurement officer in a sealed package. The cost proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified. The sealed proposal package(s) must be addressed as follows:

Department of Natural Resources  
Support Services Division  
Procurement Section  
Attention: Jim Sonnier  
Request for Proposal (RFP) Number: 170007320  
Project name: Mobile Food Service for the Division of Forestry  
550 W. 7<sup>th</sup> Avenue, Suite 1230  
Anchorage, Alaska 99501

If using U.S. mail or a delivery service, please use the address shown above

Proposals must be received in their entirety no later than **2:00 P.M.** Alaska Time on the Deadline for Receipt of Proposals date and time shown within this RFP. Faxed or emailed proposals are acceptable but not encouraged. Oral proposals are not acceptable.

**If submitting a faxed proposal** it is the offeror's responsibility to contact the DNR Procurement Section at **(907) 269-8666 or (907) 269-8687 or via email at [dnr.ssd.procurement@alaska.gov](mailto:dnr.ssd.procurement@alaska.gov)** to make arrangements prior to faxing the proposal and to confirm that the proposal has been received. If submitting a faxed proposal offeror is required to submit only one original signed technical proposal and one original signed cost proposal. Faxed proposals must be received in their entirety by the DNR Procurement Office before the Deadline for Receipt of Proposals. Late or incomplete faxed proposals will be rejected.

Offerors submitting faxed proposals should be aware that color photographs, brochures, documents, etc. usually don't transmit well via fax and this may impact scoring of their

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proposal. Please consider this when deciding whether or not to submit your proposal via fax.

**If submitting a proposal via email**, the technical proposal and cost proposal must be saved as separate PDF documents and emailed to [dnr.ssd.procurement@alaska.gov](mailto:dnr.ssd.procurement@alaska.gov) as separate, clearly labeled attachments, such as "Vendor A – Technical Proposal.pdf" and "Vendor A – Cost Proposal.pdf" (Vendor A is the name of the offeror). The email must contain the RFP number in the subject line.

The **maximum** size of a single email (including all text and attachments) that can be received by the state is **20mb (megabytes)**. If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above. If submitting an emailed proposal offeror is required to submit only one original signed technical proposal and one original signed cost proposal.

It is the offeror's responsibility to contact the DNR Procurement Section at **(907) 269-8666 or (907) 269-8687 or via email at [dnr.ssd.procurement@alaska.gov](mailto:dnr.ssd.procurement@alaska.gov)** to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments. Emailed proposals must be received in their entirety by the DNR Procurement Office before the Deadline for Receipt of Proposals. Late or incomplete emailed proposals will be rejected.

An offeror's failure to submit its proposal in its entirety prior to the Deadline for Receipt of Proposals will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

**PROCUREMENT OFFICER:** Jim Sonnier; Phone 907-269-8687; Fax 907-269-8909; TDD 907-269-8411; Email [dnr.ssd.procurement@alaska.gov](mailto:dnr.ssd.procurement@alaska.gov).

## **1.02. Contract Term and Work Schedule**

The contract term and work schedule set out herein represents the State of Alaska's best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule will be shifted by the same number of days.

The length of the contract will be from approximately June 5, 2017 until January 31, 2018. There will be four, one-year, renewal options for this contract, which are to be exercised at the sole discretion of the State. Renewal periods will begin on February 1<sup>st</sup>



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of subsequent contract years.

Unless otherwise provided in this RFP, the State and the successful offeror/contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least 30-days before the desired date of cancellation.

The approximate contract schedule is as follows:

Issue RFP **April 20, 2017**;

Pre-Proposal Conference **10:00 a.m. Alaska time on May 3, 2017**;

Deadline for Receipt of Proposals **2:00 p.m. on May 16, 2017**;

Proposal Evaluation Committee complete evaluation by **May 19, 2017**;

State of Alaska issues Notice of Intent to Award a Contract **May 22, 2017**;

State of Alaska issues contract approximately **June 2, 2017**;

Contract start **June 5, 2017**,

Initial Contract Period ends **January 31, 2018**.

### **1.03. Purpose of the RFP**

The Department of Natural Resources, Division of Forestry, is soliciting competitive proposals for a qualified contractor to provide Mobile Food Services on an as-needed basis to provide meals for firefighters and incident personnel on site of a fire camp, or other types of incidents. Such on call services would be utilized on road system incidents statewide. Typically, mobile food service vendors would not be called to the field until personnel activity reached 100 individuals. It is the intent of this RFP to establish one contract with a contractor who can serve a minimum of 500 individuals per meal period. The initial contract will be for an approximate six-month term (June 2017 through January 2018) with four (4) one-year renewal options. Renewal options will begin on February 1<sup>st</sup> of subsequent contract periods. This will allow the contract to be renewed or rebid prior to the start of the annual fire season. Additional information can be found within Sections Four and Five of this RFP.

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## 1.04. Budget

The Department of Natural Resources, Division of Forestry, estimates spending less than \$4,000,000 per year for the next five years on this project. This is an estimate only and the State does not guarantee any minimum or maximum amount of services to be provided or dollar amount to be spent under any contract resulting from this RFP.

Proposals priced at more than \$4,000,000 for the initial contract term may be considered non-responsive and may be rejected.

## 1.05. Location of Work

The location(s) the work is to be performed, completed and managed is at locations around the State of Alaska that have been established as temporary base camps for the support of Wildland Fire Crews.

By signature on their proposal, the offeror certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States.

If the offeror cannot certify that all work will be performed in the United States, the offeror must contact the procurement officer in writing to request a waiver at least 10 days prior to the deadline for receipt of proposals.

The request must include a detailed description of the portion of work that will be performed outside the United States, where, by whom, and the reason the waiver is necessary.

Failure to comply with these requirements may cause the state to reject the proposal as non-responsive, or cancel the contract.

## 1.06. Human Trafficking

By signature on their proposal, the offeror certifies that the offeror is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/j/tip/>

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Failure to comply with this requirement will cause the state to reject the proposal as non-responsive, or cancel the contract.

## **1.07. Assistance to Offerors with a Disability**

Offerors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the procurement officer no later than ten days prior to the deadline for receipt of proposals.

## **1.08. Required Review**

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the procurement officer at least ten days before the deadline for receipt of proposals. This will allow time for the issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, at least ten days before the deadline for receipt of proposals.

## **1.09. Questions Received Prior to Deadline for Receipt of Proposals**

All questions must be in writing and directed to the DNR Procurement Section, addressed to the procurement officer. The interested party must confirm telephone conversations in writing.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The procurement officer will make that decision.

## **1.10. Amendments**

If an amendment is issued, it will be sent to all who were provided a copy of the RFP and to those who have registered with the procurement officer after receiving the RFP from the State of Alaska Online Public Notice or IRIS Vendor Self Service (VSS) web site.

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## 1.11. Alternate Proposals

Offerors may only submit one proposal for evaluation.

In accordance with 2 AAC 12.830 alternate proposals (proposals that offer something different than what is asked for) will be rejected.

## 1.12. Right of Rejection

Offerors must comply with all of the terms of the RFP, the State Procurement Code (AS 36.30), and all applicable local, state, and federal laws, codes, and regulations. The procurement officer may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not qualify the proposal nor restrict the rights of the state. If an offeror does so, the procurement officer may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

may be waived by the procurement officer.

The state reserves the right to refrain from making an award if it determines that to be in its best interest.

**A proposal from a debarred or suspended offeror shall be rejected.**

## 1.13. State Not Responsible for Preparation Costs

The state will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

## 1.14. Disclosure of Proposal Contents

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All proposals and other material submitted become the property of the State of Alaska and may be returned only at the state's option. AS 40.25.110 requires public records to be open to reasonable inspection. 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 is issued. Thereafter, proposals will become public information.

Trade secrets and other proprietary data contained in proposals may be held confidential if the offeror requests, in writing, that the procurement officer does so, and if the procurement officer agrees, in writing, to do so. The offeror's request must be included with the proposal, must clearly identify the information they wish to be held confidential, and include a statement that sets out the reasons for confidentiality. Unless the procurement officer agrees in writing to hold the requested information confidential that information will also become public after the Notice of Intent to Award is issued.

## 1.15. Subcontractors

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

If a proposal with subcontractors is selected, the offeror must provide the following information concerning each prospective subcontractor within five working days from the date of the state's request:

- (a) complete name of the subcontractor;
- (b) complete address of the subcontractor;
- (c) type of work the subcontractor will be performing;
- (d) percentage of work the subcontractor will be providing;
- (e) evidence that the subcontractor holds a valid Alaska business license; and
- (f) a written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

The Contractor will be solely responsible for the satisfactory performance of all subcontractors and subcontracted services and for the compensation of all subcontractors. The Contractor shall be and remain liable for all costs and damages to the Division of Forestry caused by negligent performance or non-performance of the subcontracted services and shall indemnify, defend, and hold harmless the State and its employees and agents from and against any such claims or failures by its

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subcontractors.

An offeror's failure to provide this information, within the time set, may cause the state to consider their proposal non-responsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the DNR Project Manager.

## **1.16. Joint Ventures**

Joint ventures will not be allowed.

## **1.17. Offeror's Certification**

By signature on the proposal, offerors certify that they comply with the following:

- the laws of the State of Alaska;
- the applicable portion of the Federal Civil Rights Act of 1964;
- the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- all terms and conditions set out in this RFP;
- a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- that the offers will remain open and valid for at least 90 days; and
- that programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

If any offeror fails to comply with [a] through [h] of this paragraph, the state reserves the right to disregard the proposal, terminate the contract, or consider the contractor in default.

## **1.18. Conflict of Interest**

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The Commissioner of the Department of Natural Resources reserves the right to consider a proposal non-responsive and reject it or cancel the award if any interest disclosed from any

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source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the offeror. The Commissioner's determination regarding any questions of conflict of interest shall be final.

## **1.19. Right to Inspect Place of Business**

At reasonable times, the state may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the state makes such an inspection, the contractor must provide reasonable assistance.

## **1.20. Solicitation Advertising**

Public notice has been provided in accordance with 2 AAC 12.220.

## **1.21. News Releases**

News releases related to this RFP will not be made without prior approval of the DNR Project Manager.

## **1.22. Assignment**

Per 2 AAC 12.480, the contractor may not transfer or assign any portion of the contract without prior written approval from the procurement officer.

## **1.23. Disputes**

A contract resulting from this RFP is governed by the laws of the State of Alaska. If the contractor has a claim arising in connection with the agreement that it cannot resolve with the state by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – AS 36.30.632. To the extent not otherwise governed by the preceding, the claim shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

## **1.24. Severability**

If any provision of the contract or agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

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## **1.25. Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion**

Expenditures from this contract may involve Federal funds. The U.S. Department of Labor requires all State agencies that are expending Federal funds to have a certification filed in the proposal by the offeror that they have not been debarred or suspended from doing business with the Federal government.

The Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions form attached to this RFP must be completed and submitted with your proposal for both the offeror and any subcontractors.

This form will be used to check the contractor in the Federal System for Award Management (SAM). The offeror and any subcontractors must be registered in SAM to receive award and payments of Federal contracts. Registration is free and can be done at <https://www.sam.gov>.

## **1.27. Federal Requirements**

The offeror must identify within their proposal all known federal requirements that apply to the proposal, the evaluation, or the contract.

## **1.28. Enrollment in IRIS**

Offerors will be required to be enrolled in the State of Alaska's Integrated Resource Information System (IRIS) database prior to award of a contract resulting from this RFP. Enrollment can be done online at the following link:  
<http://doa.alaska.gov/dof/iris/vendor.html>.

Offerors who are not enrolled prior to award of a contract will be notified by DNR Procurement. Failure of an offeror to enroll in the IRIS database will delay award of the contract.

# **SECTION TWO STANDARD PROPOSAL INFORMATION**

## **2.01. Authorized Signature**

All proposals must be signed by an individual authorized to bind the offeror to the provisions of the RFP. Proposals must remain open and valid for at least 90-days from



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the date set as the deadline for receipt of proposals.

## **2.02. Pre-proposal Conference**

A **NON-MANDATORY** pre-proposal meeting has been scheduled for **10:00 a.m.** on **May 3, 2017** at the Forestry Conference Room located on the 14<sup>th</sup> floor of the Atwood Building, 550 W. 7<sup>th</sup> Avenue, Suite 1450, Anchorage, Alaska, 99501. The purpose of the conference is to discuss the work to be performed with the prospective offerors and allow them to ask questions concerning the RFP.

The conference will be audio taped. Questions and answers will be transcribed and an amendment will be posted to the State of Alaska IRIS Vendor Self-Service (VSS) and Online Public Notice websites and sent to registered offerors as soon as possible after the meeting.

Attendees may attend the conference in person or via teleconference by scheduling with the Procurement Officer in advance. Seating is limited in the Forestry conference room so offerors who wish to attend in person are asked to send no more than 2 people.

**A teleconference call in number will be provided to offerors who register with the DNR Procurement Officer.** Please request the conference call in number and access code when registering for this RFP.

If offerors cannot attend this meeting please forward your questions to the Procurement Officer via email to [dnr.ssd.procurement@alaska.gov](mailto:dnr.ssd.procurement@alaska.gov) or via fax to 907-269-8909 so they can be addressed at the pre-proposal meeting and responded to in any subsequent amendment.

Offerors with a disability needing accommodation should contact the Procurement Officer prior to the date set for the pre-proposal conference so that reasonable accommodation can be made.

## **2.03. Site Inspection**

The state may conduct on-site visits to evaluate the offeror's capacity to perform the contract. An offeror must agree, at risk of being found non-responsive and having its proposal rejected, to provide the state reasonable access to relevant portions of its work sites. Individuals designated by the procurement officer at the state's expense will make site inspection.

## **2.04. Amendments to Proposals**

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Amendments to or withdrawals of proposals will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of proposals. No amendments or withdrawals will be accepted after the deadline unless they are in response to the state's request in accordance with 2 AAC 12.290.

## **2.05. Supplemental Terms and Conditions**

Proposals must comply with Section **1.12 Right of Rejection**. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the state's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

- (a) if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
- (b) if the state's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

## **2.06. Clarification of Offers**

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the proposal evaluation committee (PEC) are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the procurement officer or the PEC may be adjusted as a result of a clarification under this section.

## **2.07. Discussions with Offerors**

The state may conduct discussions with offerors in accordance with AS 36.30.240 and 2 AAC 12.290. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the procurement officer or the PEC. If modifications are made as a result of these discussions they will be put in writing. Following discussions, the procurement officer may set a time for best and final proposal submissions from those offerors with whom discussions were held. Proposals may be reevaluated after

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receipt of best and final proposal submissions.

If an offeror does not submit a best and final proposal or a notice of withdrawal, the offeror's immediate previous proposal is considered the offeror's best and final proposal.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for discussions so that reasonable accommodation can be made. Any oral modification of a proposal must be reduced to writing by the offeror.

## **2.08. Prior Experience**

In order for offers to be considered responsive offerors must meet and must clearly demonstrate within their proposal these minimum prior experience requirements.

Experience providing mobile food services for a minimum of 2 days for at least 250 people at a remote location in support of wildland fires or other emergency responses or large planned events.

An offeror's failure to meet these minimum prior experience requirements will cause their proposal to be considered non-responsive and their proposal will be rejected.

## **2.09. Evaluation of Proposals**

The procurement officer or an evaluation committee made up of at least three state employees or public officials will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in Section SEVEN of this RFP.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

## **2.10. Vendor Tax ID**

A valid Vendor Tax ID must be submitted to the DNR Procurement Section with the proposal or within five days of the state's request.

## **2.11. F.O.B. Point**

All goods purchased through this contract will be F.O.B. final destination. Unless

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specifically stated otherwise, all prices offered must include the delivery costs to any location within the State of Alaska.

## 2.12. Alaska Business License and Other Required Licenses

Prior to the award of a contract, an offeror must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran and Alaska Offeror Preference, an offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. Offerors should contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, P. O. Box 110806, Juneau, Alaska 99811-0806, for information on these licenses. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

- (1) copy of an Alaska business license;
- (2) certification on the proposal that the offeror has a valid Alaska business license and has included the license number in the proposal;
- (3) a canceled check for the Alaska business license fee;
- (4) a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- (5) a sworn and notarized statement that the offeror has applied and paid for the Alaska business license.

You are not required to hold a valid Alaska business license at the time proposals are opened if you possess one of the following licenses and are offering services or supplies under that specific line of business:

- (a) fisheries business licenses issued by Alaska Department of Revenue or Alaska Department of Fish and Game,
- (b) liquor licenses issued by Alaska Department of Revenue for alcohol sales only,
- (c) insurance licenses issued by Alaska Department of Commerce, Community and Economic Development, Division of Insurance, or
- (d) Mining licenses issued by Alaska Department of Revenue.

Prior the deadline for receipt of proposals, all offerors must hold any other necessary applicable professional licenses required by Alaska Statute.

## 2.13. Application of Preferences

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Because orders placed against a contract resulting from this RFP may involve Federal funds, State of Alaska preferences will not apply to this procurement.

## **2.14. 5 Percent Alaska Bidder Preference**

### **AS 36.30.321(a), AS 36.30.990(2), & 2 AAC 12.260**

Because orders placed against a contract resulting from this RFP may involve Federal funds, State of Alaska preferences will not apply to this procurement.

## **2.15. 5 Percent Alaska Veteran Preference**

### **AS 36.30.321(f)**

Because orders placed against a contract resulting from this RFP may involve Federal funds, State of Alaska preferences will not apply to this procurement.

## **2.16. Formula Used to Convert Cost to Points**

### **AS 36.30.250 & 2 AAC 12.260**

The distribution of points based on cost will be determined as set out in 2 AAC 12.260c. 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 method set out below. In the generic example below, cost is weighted as 40% of the overall total score. The weighting of cost may be different in your particular RFP. See Section SEVEN to determine the value, or weight of cost for this RFP.

### **EXAMPLE**

#### **Formula Used to Convert Cost to Points**

#### **STEP 1**

List all proposal prices.

Offeror #1 - Non-Alaskan Offeror - \$40,000

Offeror #2 - Alaskan Offeror - \$42,750

Offeror #3 - Alaskan Offeror - \$47,500

#### **STEP 2**

Convert cost to points using this formula.

(Cost of Lowest Cost Proposal) multiplied by (Maximum Points for Cost) divided by  
(Cost of Each Higher Priced Proposal) = Points

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The RFP allotted 40% (40 points) of the total of 100 points for cost.

**Offeror #1 receives 40 points.**

The reason they receive that amount is because the lowest cost proposal, in this case \$40,000, receives the maximum number of points allocated to cost, 40 points.

**Offeror #2 receives 37.4 points.**

$$\$40,000 \times 40 = 1,600,000 / \$42,750 = 37.4$$

Lowest cost multiplied by Max Points for Cost divided by Offered Cost = Points for Offeror #2.

**Offeror #3 receives 33.7 points.**

$$\$40,000 \times 40 = 1,600,000 / \$47,500 = 33.7$$

Lowest cost multiplied by Max Points for Cost divided by Offered Cost = Points for Offeror #3.

## **2.17. Alaska Offeror Preference**

### **AS 36.30.321 & 2 AAC 12.260**

Because orders placed against a contract resulting from this RFP may involve Federal funds, State of Alaska preferences will not apply to this procurement.

## **2.18. Contract Negotiation**

**2 AAC 12.315 CONTRACT NEGOTIATIONS** After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held at the Robert B. Atwood building, 550 W. 7<sup>th</sup> Avenue, Anchorage, Alaska.

If the contract negotiations take place in Anchorage, Alaska, the offeror will be responsible for their travel and per diem expenses.

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## 2.19. Failure to Negotiate

If the selected offeror

- (1) fails to provide the information required to begin negotiations in a timely manner; or
- (2) fails to negotiate in good faith; or
- (3) indicates they cannot perform the contract within the budgeted funds available for the project; or
- (4) if the offeror and the state, after a good faith effort, simply cannot come to terms,

the state may terminate negotiations with the offeror initially selected and commence negotiations with the next highest ranked offeror.

## 2.20. Notice of Intent to Award (NIA) — Offeror Notification of Selection

After the completion of contract negotiation the procurement officer will issue a written Notice of Intent to Award (NIA) and send copies to all offerors. The NIA will set out the names of all offerors and identify the proposal selected for award.

## 2.21. Protest

AS 36.30.560 provides that an interested party may protest the content of the RFP.

An interested party is defined in 2 AAC 12.990(a) (7) as "an actual or prospective bidder or offeror whose economic interest might be affected substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract."

If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the procurement officer at least ten days prior to the deadline for receipt of proposals.

AS 36.30.560 also provides that an interested party may protest the award of a contract or the proposed award of a contract.

If an offeror wishes to protest the award of a contract or the proposed award of a contract, the protest must be received, in writing, by the procurement officer within ten days after the date the Notice of Intent to Award the contract is issued.

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A protester must have submitted a proposal in order to have sufficient standing to protest the proposed award of a contract. Protests must include the following information:

- (a) the name, address, and telephone number of the protester;
- (b) the signature of the protester or the protester's representative;
- (c) identification of the contracting agency and the solicitation or contract at issue;
- (d) a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

Protests filed by telex or telegram are not acceptable because they do not contain a signature. Fax copies containing a signature are acceptable.

The procurement officer will issue a written response to the protest. The response will set out the procurement officer's decision and contain the basis of the decision within the statutory time limit in AS 36.30.580. A copy of the decision will be furnished to the protester by certified mail, fax or another method that provides evidence of receipt.

All offerors will be notified of any protest. The review of protests, decisions of the procurement officer, appeals, and hearings, will be conducted in accordance with the State Procurement Code (AS 36.30), Article 8 "Legal and Contractual Remedies."

## **SECTION THREE**

### **STANDARD CONTRACT INFORMATION**

#### **3.01. Contract Type**

This contract is a Fixed Unit Price with Adjustments contract.

#### **3.02. Contract Approval**

This RFP does not, by itself, obligate the state. The state's obligation will commence when the contract is approved by the Commissioner of the Department of Natural Resources, or the Commissioner's designee. Upon written notice to the contractor, the state may set a different starting date for the contract. The state will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

#### **3.03. Standard Contract Provisions**



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The contractor will be required to comply with the attached State's Appendix A, General Conditions, attached to this document. The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal.

### **3.04. Proposal as a Part of the Contract**

Part or all of this RFP and the successful proposal may be incorporated into the contract.

### **3.05. Additional Terms and Conditions**

The state reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

### **3.06. Insurance Requirements**

The successful offeror must provide proof of workers' compensation insurance prior to contract approval.

The successful offeror must secure the insurance coverage required by the state. The coverage must be satisfactory to the Department of Administration Division of Risk Management. An offeror's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

Offerors must review form APPENDIX B1, attached, for details on required coverage. No alteration of these requirements will be permitted without prior written approval from the Department of Administration, Division of Risk Management. Objections to any of the requirements in APPENDIX B1 must be set out in the offeror's proposal.

### **3.07. Bid Bond - Performance Bond - Surety Deposit**

Not applicable to this RFP.

### **3.08. Contract Funding**

Approval or continuation of a contract resulting from this is contingent upon legislative appropriation.

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### **3.09. Proposed Payment Procedures**

The state will make payments within 30 days of receipt of a true and correct invoice. Each billing must consist of an invoice and documentation of all charges billed. No payment will be made until the invoice has been approved by the Division of Forestry. When the Division of Forestry requests services the State will pay the transport cost as shown on the Cost Proposal form attached to this RFP, cost for the hand-washing station, and the offered cost per meal for actual meals served. The State will also pay the offered prices for any of the optional service(s) requested by the State and provided by the Contractor.

### **3.10. Contract Payment**

No payment will be made until the contract is approved by the Commissioner of the Department of Natural Resources or the Commissioner's designee. Under no conditions will the state be liable for the payment of any interest charges associated with the cost of the contract.

The state is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

### **3.11. Prompt Payment for State Purchases**

The state is eligible to receive a 5% discount for all invoices paid within 15 business days from the date of receipt of the commodities or services and/or a correct invoice, whichever is later. The discount shall be taken on the full invoice amount. The state shall consider payment being made as either the date a printed warrant is issued or the date an electronic funds transfer (EFT) is initiated.

### **3.12. Informal Debriefing**

When the contract is completed, an informal debriefing may be performed at the discretion of the DNR Project Manager. If performed, the scope of the debriefing will be limited to the work performed by the contractor.

### **3.13. Contract Personnel**

Any change of the project team members or subcontractors named in the proposal must be approved, in advance and in writing, by the DNR Project Manager. Personnel changes that are not approved by the state may be grounds for the state to terminate

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the contract.

### **3.14. Inspection & Modification - Reimbursement for Unacceptable Deliverables**

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the DNR Project Manager. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The DNR Project Manager may instruct the contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.

Substantial failure of the contractor to perform the contract may cause the state to terminate the contract. In this event, the state may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

### **3.15. Termination for Default**

If the DNR Project Manager determines that the contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the state may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work.

This clause does not restrict the state's termination rights under the contract provisions of Appendix A, attached.

### **3.16. Liquidated Damages**

Not applicable to this RFP.

### **3.17. Contract Changes - Unanticipated Amendments**

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the DNR Project Manager will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per AS 36.30.400.

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The contractor will not commence additional work until the DNR Project Manager has secured any required state approvals necessary for the amendment and issued a written contract amendment, approved by the Commissioner of the Department of Natural Resources or the Commissioner's designee.

### **3.18. Contract Invalidation**

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

### **3.19. Nondisclosure and Confidentiality**

Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the contractor with all applicable federal and state law, including the Social Security Act and HIPAA. The contractor must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the state or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines provided by the state to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc).

If confidential information is requested to be disclosed by the contractor pursuant to a request received by a third party and such disclosure of the confidential information is required under applicable state or federal law, regulation, governmental or regulatory authority, the contractor may disclose the confidential information after providing the state with written notice of the requested disclosure ( to the extent such notice to the state is

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permitted by applicable law) and giving the state opportunity to review the request. If the contractor receives no objection from the state, it may release the confidential information within 30 days. Notice of the requested disclosure of confidential information by the contractor must be provided to the state within a reasonable time after the contractor's receipt of notice of the requested disclosure and, upon request of the state, shall seek to obtain legal protection from the release of the confidential information.

The following information shall not be considered confidential information: information previously known to be public information when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach of confidentiality hereof; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

### **3.20. Orders Against the Contract**

The contract issued for this RFP will be a State of Alaska Master Agreement (MA). The State will place orders against the MA using either a State of Alaska Delivery Order (DO) or Division of Forestry Resource Order (RO) form. Orders will be placed on an as-needed basis only during the contract period. The State does not guarantee a minimum or maximum number of orders to be placed, services to be provided, or dollar amount to be spent under any Master Agreement resulting from this RFP.

### **3.21. Contract Price Adjustments**

Contract prices will remain firm for the initial term of the contract.

Contractors must request price adjustments, in writing, 30 days prior to the renewal date. If a contractor fails to request a CPI price adjustment 30 days prior to the adjustment date, the adjustment will be effective 30 days after the state receives their written request.

Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Anchorage Area.

The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six month average January through June, 2016 and the January through June, 2017 six month average. The percentage **difference between those two CPI issues will be the price adjustment rate for the 2018 contract renewal. The January through June 2016 base year six month average is 216.999.**

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Subsequent price adjustments will be accomplished using the same formula but with comparison period changed to January through June, 2017 versus January through June, 2018, etc. No retroactive contract price adjustments will be allowed.

## **SECTION FOUR BACKGROUND INFORMATION**

### **4.01. Background Information**

The State of Alaska, Department of Natural Resources, Division of Forestry has several options in place which allows for the feeding of crews and support personnel working on wildland fire activities or in all-risks situations. Some of the methods are:

- Fresh Food Boxes
- Meals Solicitations
- Meal Ready to Eat (MRE)
- Fire Camp Caterers
- Delivered Meals from local Caterers/Restaurants

Fresh Food Boxes and MRE are used mainly to feed personnel that are out in spike camps or on the fire line. These types are normally used to feed a small number of people normally less than 25.

Meal Solicitations: Prior to the fire season beginning, Division of Forestry solicits restaurants in the various areas that we service requesting participation and establishing the rates we are willing to pay for various meals. Vendors register to provide the services. Our staff provides vouchers to personnel which enables them to choose a restaurant at which to eat. Personnel provide the voucher(s) to the restaurant who then bills the Division for meals services. This service is typically used when feeding between 25 and 50 people and when the fire is relatively close to the community.

Delivered Meals from local caterers/restaurants and Fire Camp Caterers: These services are typically used when the Division has at least 50 people or more at an incident – sometimes serving as many as 600 people at a meal. Meals delivered from local kitchens such as lodges, caterer's kitchens, and restaurants can normally only provide food within a short drive of the camp due to the ability to keep food products at the appropriate temperature. When incidents are some distance away from a community or the numbers being fed exceeds the local capacity, the Division normally would ask for on-site caterers where food is prepared and served in camp.

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In the past the fire incident itself may contract with individuals in the local community. The Division has entered into “Continuing Offers” and Invitations for Bid for these services.

In 2014 the Division entered into a contract to provide mobile food services. Because of changes in the scope of services this contract was not renewed and is being rebid for the 2017 season.

## **SECTION FIVE SCOPE OF WORK**

### **5.01. Scope of Work**

The Division of Forestry is soliciting proposals for mobile food services to support wildland fires and other all hazard events that may occur on road accessible incidents in the State of Alaska (statewide). The successful contractor must be able to prepare and serve food to a minimum of 500 individuals per meal period. The contractor must be available to provide the services during the peak of the fire season (June 15 – August 15). The Division of Forestry State Logistics Center (SLC) will be in operational control of the mobile food services and all orders will be coordinated through SLC. The liaison between the contractor and the DNR Procurement Officer will be the State Fire Support Forester.

All interagency mobilizations will be through the State Logistics Center and will be approved by the State Fire Support Forester. The Contractor may request to be made unavailable during periods of low fire activity and any period of unavailability must be approved, in writing by the State Fire Support Forester, or his delegated Acting State Fire Support Forester.

The contractor should be able to respond within 1 hour and let the State know if and when they can mobilize. The State will work with the Contractor to determine the reasonable response time on a case by case basis. However, 24 hours after the call is a reasonable expectation for the contractor to be on site.

### **5.02. Deliverables**

The contractor will be required to provide the following deliverables:

- a. Mobile Food Kitchen, fully self-contained, that meets all State, Local, and Federal

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codes. The mobile unit must be able to travel on narrow dirt roads and park in unimproved fields, campgrounds, gravel pits, etc.

b. All equipment, labor, supervision, fuel, electricity and maintenance necessary for the full operation of the Mobile Food Service Unit (MFSU).

c. Mobilization / Demobilization.

d. Meals. Prepare cold and hot foods as directed, following best food handling practices, processing, packaging, and preparation. Includes:

1. All food, drinks and condiments for all three meals: hot breakfast, sack lunch, and hot dinner.

2. Cooking and serving equipment, serving utensils, eating dishes, and supplies. Except for cups eating dishes will be paper. All drinking cups will be minimum 12 oz. All appropriate disposable eating utensils will be factory sealed in plastic, at least of medium weight.

3. Section C4 of the Minimum Mobile Food Meal Requirements from the 2015 – 2019 version of the National Mobile Food Services Contract shall be followed with the exception referring to Hot or Cold Can Breakfasts or dinner or Hot Can Dinner. A copy of this document can be downloaded at the State of Alaska IRIS Vendor Self Service or State of Alaska Online Public Notice posting for this RFP or can be provided upon written request by contacting the DNR Procurement Office via email at [dnr.ssd.procurement@alaska.gov](mailto:dnr.ssd.procurement@alaska.gov) or via fax to 907-269-8909.

e. Cleanup of the mobile unit and eating area site.

f. A small weighing scale for spot-checking of minimum weight requirements.

g. Hot and cold food thermometers for monitoring of food temperatures.

h. Single-use food-grade gloves for food service personnel.

i. At least one employee trained in safe food handling procedures who is assigned to monitor and maintain all self-service bars during hours of operation.

j. Garbage cans with bio-based liners for MFSU to include all peripheral food handling, preparation areas, and dining area. Only garbage bag liners are required to be bio-based.



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k. Refrigeration and freezer units for the storage of meat and other perishables.

l. All meals for MFSU employees.

m. Optional waterproof tent(s), appropriate tables and chairs (in good condition), for an eating area that can accommodate a minimum of 100 people comfortably. Optional tents, seating and dining tables may be provided only when ordered by the Food Unit Leader (FDUL), at the rates specified in the bid.

n. Potable Water. A minimum of 500 gallons potable water storage capacity and initial minimum supply of 480 gallons of potable water for kitchen use only. Tank material shall be constructed of food grade safe, non-corrosive and nonabsorbent material. Tank shall have smooth easily cleanable surfaces and shall be designed with an access port for inspection and cleaning. The entire inside of the tank shall be visible for an ocular inspection. The tank shall be sloped to drain completely. The storage containers shall have the size and description stenciled on the containers in letters no less than 4 inches high. For example "500 GAL – POTABLE WATER."

o. Gray Water. A minimum of 1000 gallons of gray water storage capacity. The storage containers shall have the size and description stenciled on the containers in letters no less than 4 inches high. For example "1,000 GAL – GRAY WATER."

p. Adequate fire extinguishers meeting current Occupational Safety and Health Act (OSHA), National Fire Protection Association (NFPA) 10# Class K standard in Kitchen Unit that has cooking equipment and other extinguisher types as appropriate to their surroundings.

q. A current copy of the Food and Drug Administration (FDA) Food Code issued by the U.S. Department of Health and Human Services to be kept with MFSU at all times.

r. Hand-washing station(s).

1. Each individual mobile hand washing station provided shall have a minimum of:

a) Eight sinks per unit;

b) 400 gallons gray water and 400 gallons potable water capacity. Tank material shall be constructed of food grade safe, non-corrosive and nonabsorbent material. Tank shall have smooth easily cleanable surfaces and shall be designed with an access port for inspection and cleaning. The entire inside of the tank shall be visible for an ocular

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inspection. The tank shall be sloped to drain completely. The storage containers shall have the size and description stenciled on the containers in letters no less than 4 inches high. For example “500 GAL – POTABLE WATER.”;

c) Provide hot and cold water through a mixing faucet that allows for the washing of both hands while the water is running and have continuous hot water heating capable of maintaining 101 degrees Fahrenheit (101F); and

d) One paper towel dispenser and one phosphate-free liquid soap dispenser for every two sinks.

2. Mirrors are optional.

3. Adequate outside lighting is desired but not required.

4. Contractor shall provide all soap and paper towels for the dispensers.

5. Station may include hand-sanitizer gel however hand-sanitizer gel is considered a supplement and not a primary means of hand-washing. For State crews hand-washing shall be done only with soap and water.

s. The contractor must be able to provide meat substitute alternatives if requested. Meals need to be suitable for vegetarians, not vegans (dairy products and eggs are still acceptable, but no fish or meat). All vegetarian meals will be requested separately.

t. The contractor is not responsible for accommodating individuals with allergies and other medical conditions. This will be the individual's responsibility.

u. Contractor may use an outdoor grill smoker if desired. If used the outdoor barbeque must be used for its intended purposes. Meals must be cooked within the kitchen unit as stated in this section. For insect control purposes, screen enclosures must be provided in the areas where food is served outside. Tents/tarps do not require hard floors as long as all applicable DEC requirements are met. See items k and m of this section for details.

v. The State's expectation is for a meal period not to exceed 3 hours, but specific times will be determined on site. There is no requirement for the number of servings per hour but the Contractor should serve meals as quickly as possible and the expectation is that the Contractor should be able to serve 200 meals per hour.

### **5.03. Contractor Responsibilities**

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The Contractor shall perform in a professional, cooperative, and workman like manner. All equipment and services are required to meet current federal, state and local laws or regulations, the National Electric Code (NEC), the Uniform plumbing Code (UPC), federal and state potable water codes, Occupational Safety and Health Administration (OSHA), Food and Drug Administration Food Code (Food Code), National Restaurant Association Standard (NRA), National Sanitation Foundation Standards (NSF), and other contractual requirements. Specific Contractor's responsibilities are listed below:

- a. Immediately resort to the FDUL or Logistics Section Chief (LSC) to verify setup location upon arrival at the Incident site.
- b. Record, in a logbook, the minimum and maximum temperatures inside all refrigerator units. The temperatures shall be recorded a minimum of three times per day (at least 6 hours apart), between 6:00 a.m. and 11:00 p.m. The logbook shall be made available to the state and health authorities at all times.
- c. Contain all grease products.
- d. Maintain all facilities and equipment used for meal preparation, servicing, storage, seating and cleanup in a sanitary condition. General cleanup shall include cleaning tables, condiment containers and chairs, removing trash from around the eating area and Contractor equipment to locations designated by the FDUL.
- e. Ensure that employees are neat and clean. All employees shall wear uniforms and ID tags that clearly show the employee's name and identifies the MFSU Contractor's company. A tee-shirt or baseball cap will suffice as a uniform. Food service employees shall wear hair restraints such as hats, hair coverings or nets, bear restraints, and clothing that cover body hair. Long hair hanging out of hats does not meet this requirement. Single-use, food service gloves shall be worn when handling ready to eat foods and during the meal service. Gloves will be changed during the shift as needed and especially when a change in duties occurs (i.e. taking out the trash), cleaning, preparing and serving food). Clean aprons are required at the beginning of each shift, when the aprons soiled and/or when a change in duties takes place.
- f. Ensure the employees cooking or handling food are free of communicable diseases. The Contractor shall train employees in the importance of hand washing as a means of preventing the spread of food borne illnesses.
- g. Ensure that each MFSU Manager and Supervisory Cook has a Certificate of Completion for food service management, handling, and sanitation training.

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h. The MFSU Manager shall be responsible for training all employees in food preparation, handling, packaging, food serving, and cleanup requirements. An MFSU Manager or designated representative shall be available at the incident at all times. All representatives shall be designated in writing and have all of the certifications, training, and authority of the MFSU Manager.

i. No alcoholic beverages and/or controlled substances are allowed. There shall be no use of tobacco products within the immediate area or in the MFSU.

j. Ensure that only those Contractor employees essential to the mission remain at the Incident.

k. Provide insect control in all areas within the MFSU where food is stored, prepared, served or eaten.

l. Maintain copies of the contract; all modifications; invoice forms; Quality Control Plan and Work/Rest Plan with the MFSU at all times the Quality Control Plan shall address the Contractor's self-inspection procedures. The Work/Rest Plan shall address the Contractor's oversight and monitoring of work/rest and length of assignment guidelines.

m. All food shall be prepared and cooked inside enclosed units, except for food cooked and served from outdoor barbecues. All outdoor barbecues will be used in compliance with local or State fire restrictions, if any. All hot food shall be served with utensils from the kitchen unit, except for beverages, soup and hot cereal which may be self served from self contained heated holding equipment.

n. The Contractor shall perform one microbiological test for total quantity of coliform bacteria. The Contractor will be reimbursed for additional water testing fees if the State requires a water sample to be submitted more than once every 30 days or if the State chooses to change water sources, while the unit is assigned to the same incident. The costs of the additional water tests will be added as a credit on Form 1276-B Daily Meal Order/Invoice-Mobile Food Services (Continuation Sheet). The purpose for the required additional water test shall be clearly documented on the invoice form.

o. Provide dust control for sandwich preparation area, salad bar, eating tents, and sack lunch assembly area.

#### **5.04. State Responsibilities**

The State will provide the following:

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- a. Potable water for food preparation, serving and cleanup to the MFSU, as needed, after the first 480 - 500 gallons required to be furnished by the Contractor is used.
  - b. Gray water truck to haul away gray water.
  - c. Refrigerated storage for sack lunches or supplemental foods.
  - d. A base camp or site to allow vendor to setup and run the mobile food services.
  - e. Sanitation facilities for kitchen personnel (i.e. port-a-potties) comparable to that provided to incident personnel.
  - f. Food Unit Leader (FDUL), Facilities Unit Leader (FACL) or Logistics Section Chief (LSC1 or LSC2) to oversee and manage mobile food services.
  - g. Meal counts and estimates. When initially mobilized, the Contractor will be told where to report and the number of servings for the first three (3) meals will be ordered. The minimum number ordered will be paid for even if fewer meals are eaten or if the order for mobile food services is cancelled before the meals are served.
- The Contractor shall be notified of the anticipated number of hot meals and sack lunches at least by 3:00 pm the day before the time to be served or delivered. While every attempt will be made to adhere to this schedule, it may be necessary to order additional lunches with very little notice, due to the sporadic nature of emergency incidents.
- Cancellation or reduction in hot meals shall be made in writing six (6) hours prior to serving time and documented in the remarks block on Form 1276-A.
- h. Containers for grease disposal.
  - i. Daily Meal Order/Invoice Mobile Food Services & Continuation Sheet, 1276-A & 1276-B (NFES 2054 & NFES 2055); Interagency Mobile Food Services Performance Evaluation & Continuation Sheet 1276-E & 1276-H (NFES 2056 & NFES 2743). Contractors shall notify FDUL when forms are needed to ensure timely delivery.
  - j. Waste and Trash Removal.
  - k. Fuel tender: the State may allow the Contractor to use a State fuel tender when available. Any costs of these services/supplies will be deducted from payments due on

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Form 1276-B.

l. When it is difficult or dangerous for the Contractor to locate an incident with the directions provided by the state the Contractor may request an escort to the incident.

m. Showers: when Mobile Shower Facilities are available Contractor personnel may use the showers without charge.

n. Generally, teams will be directed to use the contract and the Contractor's mobile food services when:

(1) the number of people to be fed in a roadside location is at or above 150 persons per meal; and

(2) the headcount is estimated to remain at those numbers, or greater, for at least 72 hours from when the headcount first reaches 150 per meal.

However, there may be times when an incident may determine to feed their personnel with fresh food boxes.

## **5.05. Estimated Annual Usage**

Food Service Units are typically called to the field when fire activity is strong and personnel on a single incident reach 150 individuals. There is no way to predict fire activity in any given year but in the past five years there has been only one year that these services would not have been used for at least three (3) days.

# **SECTION SIX PROPOSAL FORMAT AND CONTENT**

## **6.01. Proposal Format and Content**

The state discourages overly lengthy and costly proposals, however, in order for the state to evaluate proposals fairly and completely, offerors must follow the format set out in this RFP and provide all information requested.

## **6.02. Introduction**

Proposals must include the complete name and address of offeror's firm and the name, mailing address, email address and telephone number of the person the state should

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contact regarding the proposal.

Proposals must confirm that the offeror will comply with all provisions in this RFP. Proposals must be signed by a company officer empowered to bind the company.

The offeror should include the non-conflict of interest statement as required by paragraph 1.18 of this RFP within the Introduction section of their proposal.

Offerors must sign the attached “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion” form attached to this RFP and include it with their proposal.

An offeror’s failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

DO NOT include Cost in this section. Cost is to be stated only in the Cost Proposal.

### **6.03. Understanding of the Project and Management Plan**

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project, and must provide comprehensive narrative statements that set out the management plan they intend to follow and illustrate how the plan will accomplish the work and meet the State’s needs. Information as to how the proposer intends to provide meals and the maximum number of persons the proposer can provide for should be included in the management plan. Proposer should detail the facilities and equipment that they will provide on-site such as dining tents, tables & chairs, hand washing stations, maximum number of individuals the offeror can accommodate, etc. Photographs or pictures are acceptable however they should only be used to back up the narrative.

Proposer should include any DEC permit numbers and provide evidence of a manager’s food handler’s permit. The DEC permit is a temporary food handling permit. See this link for more info: [https://dec.alaska.gov/eh/fss/Food/TFS\\_Home.html](https://dec.alaska.gov/eh/fss/Food/TFS_Home.html).

Provide a sample 7-day menu plan that includes breakfast, sack lunch, and dinner.

DO NOT include Cost in this section. Cost is to be stated only in the Cost Proposal.

### **6.04. Methodology Used for the Project**

Offerors must provide comprehensive narrative statements that set out the methodology

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they intend to employ and illustrate how the methodology will serve to accomplish the work and meet the State's needs.

Explain in detail the equipment that will be used including food storage, preparation, and clean up, and the maximum number of individuals the offeror can serve during one meal period.

DO NOT include Cost in this section. Cost is to be stated only in the Cost Proposal.

## **6.05. Experience and Qualifications**

Offerors must provide a narrative description that clearly demonstrates that they meet the minimum prior experience requirements in Section 2.08.

Offerors must provide a resume showing detailed qualifications and experience of the individual who will be the successful offeror(s) project manager, and for the Certified Food Protection Manager. This information should include information regarding numbers of individual meals served per meal on past contracts, etc.

Offerors must provide at least two letters of reference with reference names and current phone numbers and email addresses for similar projects the offeror's firm has completed.

DO NOT include Cost in this section. Cost is to be stated only in the Cost Proposal.

## **6.06. Cost Proposal**

Offeror must submit the Cost Proposal form attached to this RFP in a separate envelope or pdf email attachment with your proposal. Cost proposals must include an itemized list of all direct and indirect costs associated with the performance of the contract, including but not limited to supplies, materials, labor, travel, permits, supervision, overhead, profit, etc.

## **6.07. Evaluation Criteria**

All proposals will be reviewed to determine if they are responsive. Proposals determined to be responsive will be evaluated using the criterion that is set out in Section SEVEN. An evaluation may not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the offeror.



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## **SECTION SEVEN**

### **EVALUATION CRITERIA AND CONTRACTOR SELECTION**

**THE TOTAL NUMBER OF POINTS USED  
TO SCORE THIS PROPOSAL IS 100**

#### **7.01. Understanding of the Project and Management Plan - 15 Percent**

Proposals will be evaluated against the questions set out below:

1. How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
2. How well has the offeror identified pertinent issues and potential problems related to the project?
3. How well does the management plan support all of the project requirements?
4. To what extent does the offeror already have the equipment and licenses necessary to perform the contract?
5. Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
6. To what degree is the proposal practical and feasible?
7. How well does the sample menu appear to meet the State's needs?

#### **7.02. Methodology Used for the Project - 5 Percent**

Proposals will be evaluated against the questions set out below:

1. How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?
2. How well does the methodology match and achieve the objectives set out in the RFP?
3. To what degree did the offeror describe their equipment for providing services on-site at an incident, including any optional equipment or services the offeror can provide?

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### 7.03. Experience and Qualifications - 30 Percent

Proposals will be evaluated against the questions set out below:

#### Questions regarding the personnel:

1. Do the individuals assigned to the project have experience on similar projects?
2. Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
3. How extensive is the applicable education and experience of the personnel designated to work on the project, including the Certified Food Protection Manager?

#### Questions regarding the firm:

1. How well has the firm demonstrated experience as a mobile food services provider in support of wildland fires or other emergency responses, and/or large planned events above and beyond that required by Section 2.08?
2. Has the firm provided letters of reference from previous clients and do those letters verify quality of service?

### 7.04. Contract Cost - 50 Percent

Overall, a minimum of 50% of the total evaluation points will be assigned to cost. Offerors must use the Cost Proposal form attached to this RFP when submitting their costs.

To prevent the appearance of cost influencing scoring, cost will be evaluated separately by the Procurement Officer.

#### 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 method shown below.

(Cost of Lowest Cost Proposal) multiplied by (Maximum Points for Cost) divided by (Cost of Each Higher Priced Proposal) = Points

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## **7.05. Alaska Offeror Preference - 0 Percent**

Because orders placed against a contract resulting from this RFP may involve Federal funds, State of Alaska preferences will not apply to this procurement.

## **SECTION EIGHT ATTACHMENTS**

The following documents are attached to this RFP in the order shown:

1. Appendix A, General Provisions
2. Appendix B1, Insurance and Indemnification
3. Offeror's Checklist
4. Proposal Evaluation Form
5. Federal Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form
6. Cost Proposal form

**\*\*\*END OF THIS SECTION\*\*\***

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## RFP 170007320

### PROPOSAL EVALUATION FORM

All proposals will be reviewed for responsiveness and then evaluated using the criteria set out herein.

Person or Firm Name \_\_\_\_\_

Name of Proposal Evaluation (PEC) Member \_\_\_\_\_

Date of Review \_\_\_\_\_

RFP Number 170007320 Mobile Food Services for the Division of Forestry

#### **EVALUATION CRITERIA AND SCORING**

**THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 100**

### **7.01 Understanding of the Project & Management Plan—15 Percent**

Maximum Point Value for this Section - 15 Points

*100 Points x 15 Percent = 15 Points*

Proposals will be evaluated against the questions set out below.

a. How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?

EVALUATOR'S NOTES \_\_\_\_\_

\_\_\_\_\_

b. How well has the offeror identified pertinent issues and potential problems related to the project?

EVALUATOR'S NOTES \_\_\_\_\_

\_\_\_\_\_

c. How well does the management plan support all of the project requirements?

EVALUATOR'S NOTES \_\_\_\_\_

\_\_\_\_\_

d. To what extent does the offeror already have the equipment and licenses necessary to perform the contract?

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EVALUATOR'S NOTES \_\_\_\_\_

\_\_\_\_\_

e. Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?

EVALUATOR'S NOTES \_\_\_\_\_

\_\_\_\_\_

f. To what degree is the proposal practical and feasible?

EVALUATOR'S NOTES \_\_\_\_\_

\_\_\_\_\_

g. How well does the sample menu appear to meet the State's needs?

EVALUATOR'S NOTES \_\_\_\_\_

\_\_\_\_\_

**EVALUATOR'S POINT TOTAL FOR 7.01** \_\_\_\_\_

## **7.02 Methodology Used for the Project—5 Percent**

Maximum Point Value for this Section - 5 Points

*100 Points x 5 Percent = 5 Points*

Proposals will be evaluated against the questions set out below.

a. How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?

EVALUATOR'S NOTES \_\_\_\_\_

\_\_\_\_\_

b. How well does the methodology match and achieve the objectives set out in the RFP?

EVALUATOR'S NOTES \_\_\_\_\_

\_\_\_\_\_

c. To what degree did the offeror describe their equipment for providing services on-site at an incident, including any optional equipment or services the offeror can provide?

EVALUATOR'S NOTES \_\_\_\_\_

\_\_\_\_\_

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**EVALUATOR'S POINT TOTAL FOR 7.02** \_\_\_\_\_

## **7.03 Experience and Qualifications—30 Percent**

Maximum Point Value for this Section - 30 Points  
100 Points x 30 Percent = 30 Points

Proposals will be evaluated against the questions set out below.

Questions regarding the personnel.

a. Do the individuals assigned to the project have experience on similar projects?

EVALUATOR'S NOTES \_\_\_\_\_

b. Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the RFP requires?

EVALUATOR'S NOTES \_\_\_\_\_

c. How extensive is the applicable education and experience of the personnel designated to work on the project, including the Certified Food Protection Manager?

EVALUATOR'S NOTES \_\_\_\_\_

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Questions regarding the firm.

d. How well has the firm demonstrated experience as a mobile food services provider in support of wildland fires or other emergency responses, and/or large planned events above and beyond that required by Section 2.08?

EVALUATOR'S NOTES \_\_\_\_\_

e. Has the firm provided letters of reference from previous clients and do those letters verify quality of service?

EVALUATOR'S NOTES \_\_\_\_\_

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**EVALUATOR'S POINT TOTAL FOR 7.03** \_\_\_\_\_

**SUBTOTAL 7.01 through 7.03** \_\_\_\_\_

## **7.04 Contract Cost — 50 Percent**

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Maximum Point Value for this Section - 50 Points

100 Points x 50 Percent = 50 Points

Overall, a minimum of 50% of the total evaluation points will be assigned to cost. Offerors must use the Cost Proposal form attached to this RFP when submitting their costs.

**To prevent the appearance of cost influencing scoring, cost will be evaluated separately by the Procurement Officer.**

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 method shown below.

(Cost of Lowest Cost Proposal) multiplied by (Maximum Points for Cost) divided by (Cost of Each Higher Priced Proposal) = Points

**EVALUATOR'S POINT TOTAL FOR 7.04**

\_\_\_\_\_

## **7.05 Alaska Offeror Preference — 0 Percent**

Because orders placed against a contract resulting from this RFP may involve Federal funds, State of Alaska preferences will not apply to this procurement.

## **7.06 Total Points**

**a. SUBTOTAL 7.01 through 7.03**

\_\_\_\_\_

**b. SUBTOTAL 7.05**

\_\_\_\_\_

**c. COMBINED POINT TOTAL FOR ALL SECTIONS**

\_\_\_\_\_

**\*\*\*END OF WORKSHEET\*\*\***

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**Certification Regarding Debarment, Suspension, Ineligibility  
and Voluntary Exclusion  
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE  
FOLLOWING PAGE WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)**

The prospective recipient of Federal assistance funds certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective recipient of Federal assistance funds is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this Proposal.

Name and Title of Authorized Representative:\_\_\_\_\_.

Signature:\_\_\_\_\_

Date:\_\_\_\_\_.

1. Is this company enrolled in the Federal System for Awards Management (SAM)? YES NO
2. If Yes, please provide either the DUNS Number \_\_\_\_\_ or the Cage Code \_\_\_\_\_.
3. If No, the company must be enrolled in SAM before a contract can be signed or payment made on a contract involving Federal funds. Failure to do so will result in cancellation of the contract.



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### Instructions for Certification

1. By signing and submitting this Proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this Proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "Proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this Proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

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## RFP 170007320

### COST PROPOSAL FORM

Offeror must submit this Cost Proposal form in a separate envelope or pdf email attachment with your proposal. Costs offered must include an itemized list of all direct and indirect costs associated with the performance of the contract, including but not limited to supplies, materials, labor, travel, permits, supervision, overhead, profit, etc.

The cost shown below is for full service catering on-site at the incident for a minimum of 100 people. Scenarios A and B described in Section 2, Transportation Costs, represent hypothetical situations and will only be used for proposal evaluation purposes.

The Total Cost shown on this form will be the cost used for proposal evaluation purposes. To be considered responsive the Contractor must provide costs for all lines in Item 1 and Item 2.

Item	Description	Qty.	Unit of Measure	Unit Price	Extended Price
<b>1.</b>	<b>MEAL COSTS</b>				
A.	Breakfast	100	1 meal	\$	\$
B.	Sack Lunch	100	1 meal	\$	\$
C.	Dinner	100	1 meal	\$	\$
D.	Rental of 8 station Handwashing Unit	1	1 day	\$	\$
<b>Total for Item 1. (A+B+C+D above) =</b>					<b>\$</b>

<b>2.</b>	<b>TRANSPORTATION COSTS</b>		
A.	For proposal evaluation purposes, assume transportation to DNR Soldotna offices located at 42499 Sterling Hwy, Soldotna, AK.	1 job	\$_____
B.	For proposal evaluation purposes, assume transportation to DNR Delta Junction offices located at MP 267.9 Richardson Hwy, Delta Junction, AK.	1 job	\$_____
C.	RELOCATION FEE (To relocate equipment/ <b>supplies/personnel to <u>new</u> incident command site)</b>	1 job	\$_____
<b>Total for Item 2. (A+B+C above) =</b>			<b>\$</b>
<b>TOTAL COST (Item 1 + Item 2)=</b>			<b>\$</b>

The following costs in Items 3-4 are optional and will not be considered for proposal evaluation purposes. Per Section 5.02 Deliverables Item (m), the State may choose to

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rent any of these items from the Contractor in case there is a need, and the Contractor can offer them.

3.	Optional Cold Storage Space	Sq ft per day X 100	\$	\$
4.	Additional Tent/Seating	80-100 people per day X 10 days	\$	\$

HOME BASE \_\_\_\_\_(city)

COST FOR TRANSPORT WITHIN 150 MILES OF HOME BASE \_\_\_\_\_

COST FOR TRANSPORT WITHIN 250 MILES OF HOME BASE \_\_\_\_\_

COST FOR TRANSPORT WITHIN 350 MILES OF HOME BASE \_\_\_\_\_

COST FOR TRANSPORT WITHIN 450 MILES OF HOME BASE \_\_\_\_\_

COST FOR TRANSPORT WITHIN 550 MILES OF HOME BASE \_\_\_\_\_

COST FOR TRANSPORT WITHIN 650 MILES OF HOME BASE \_\_\_\_\_

COST FOR TRANSPORT WITHIN 750 MILES OF HOME BASE \_\_\_\_\_

EQUIPMENT TYPE	UNIT ID	VEHICLE ID # (VIN)
Kitchen Trailer		
Tractor		
Refrigeration Unit		

KEY PERSONNEL: \_\_\_\_\_

CONTACT NUMBERS: Phone \_\_\_\_\_ Fax \_\_\_\_\_

Cell \_\_\_\_\_ Email \_\_\_\_\_

ALTERNATE: \_\_\_\_\_

CONTACT NUMBERS: Phone \_\_\_\_\_ Fax \_\_\_\_\_

Cell \_\_\_\_\_ Email \_\_\_\_\_

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DEC Permit Number(s): \_\_\_\_\_

By signing below the Offeror certifies that the price was arrived at independently and without collusion, under penalty of perjury.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Date

**\*\*\*\*END OF COST PROPOSAL\*\*\*\***