



STATE OF ALASKA
Department of Military and Veterans Affairs
Division of Administrative Services
Procurement Section
49000 Army Guard Road, Suite B105B
P.O. Box 5800
Joint Base Elmendorf-Richardson, Alaska 99505

Request For Proposals

RFP 2014-0900-2302

Date of Issue: **December 4, 2013**

Proposal Due Date and Time: **2:00 P.M. on February 4, 2014**

Title and Purpose of RFP:

Purchase of Emergency Food Products for the State of Alaska

The State of Alaska, Department of Military and Veterans Affairs, Division of Homeland Security and Emergency Management is seeking competitive proposals to contract with a qualified supplier for the purchase of emergency food products for the State of Alaska as specified in this RFP.

Offerors Are Not Required To Return This Form.

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

//SIGNED ORIGINAL ON FILE//

Douglas Moore
Procurement Officer
Department of Military and Veterans Affairs

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SECTION ONE INTRODUCTION AND INSTRUCTIONS

1.01 Return Mailing Address, Contact Information, and Deadline for Receipt of Proposals

Offerors must submit one signed original and three signed copies of their Technical Proposal, one signed original Cost Proposal, in writing, and three sample meals (entrees), as specified within this RFP 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. Do not put the RFP number and proposal due date on the envelope of a request for proposal information. Envelopes with RFP numbers annotated on the outside will not be opened until the scheduled date and time. The sealed proposal package must be addressed as follows:

If using U.S. mail, please use the following address:

Department of Military and Veterans Affairs
Division of Administrative Services
Procurement Section
Attention: Douglas Moore
Request for Proposal (RFP) Number: 2014-0900-2302
Project name: Emergency Food Purchase for the State of Alaska
Proposals Due By: 2:00 P.M. on February 4, 2014
P.O. Box 5800
Joint Base Elmendorf-Richardson, Alaska 99505

If using a delivery service or delivering in person, please use the following address:

Department of Military and Veterans Affairs
Division of Administrative Services
Procurement Section
Attention: Douglas Moore
Request for Proposal (RFP) Number: 2014-0900-2302
Project name: Emergency Food Purchase for the State of Alaska
Proposals Due By: 2:00 P.M. on February 4, 2014
49000 Army Guard Road, Suite B105B
Joint Base Elmendorf-Richardson, Alaska 99505

Proposals must be received and date/time stamped by the DMVA/DAS Procurement Office prior to 2:00 P.M., Alaska Time on February 4, 2014. Faxed, emailed, or oral proposals are not acceptable and will be rejected.

An offeror's failure to submit its proposal prior to the deadline will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

PROCUREMENT OFFICER: DOUGLAS MOORE – PHONE 907-428-7109 - FAX 907-428-7101 –
EMAIL - MVA.DASProcurement@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 opening date, is delayed, the rest of the schedule will be shifted by the same number of days.

The length of the contract will be one year from the date of award with the option to renew for one additional year at the sole discretion of the State, under the same terms, conditions, and specifications as the original contract, subject to approval of legislative funding.

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 **December 4, 2013,**
- Pre-Proposal Conference **10:00 a.m. on December 18, 2013,**
- Deadline for Receipt of Questions **4:00 p.m. on January 3, 2014,**
- Deadline for Receipt of Proposals **2:00 p.m. on February 4, 2014,**
- Proposal Evaluation Committee complete evaluation by **February 13, 2014,**
- State of Alaska issues Notice of Intent to Award a Contract **February 14, 2014,**
- State of Alaska issues contract **February 25, 2014,**
- Contract start **March 1, 2014,**
- Contract end **February 28, 2015.**

Note: All times shown above, and elsewhere within this RFP, are local Alaska time.

1.03 Purpose of the RFP

The Department of Military and Veterans Affairs, Division of Homeland Security and Emergency Management, is soliciting competitive proposals to contract with a qualified supplier to provide emergency food products for the State of Alaska as specified within this RFP. A more detailed description including Scope of Work can be found in Sections Four and Five of this RFP.

1.04 Budget

Department of Military and Veterans Affairs, Division of Homeland Security and Emergency Management, estimates a budget of \$2,500,000.00 dollars for completion of this project. Proposals priced at more than \$2,500,000.00 may be considered non-responsive.

1.05 Location of Work

The location(s) the work is to be performed, completed and managed will be as specified within this RFP.

The state **WILL NOT** provide workspace for the contractor. The contractor must provide its own workspace.

It is not anticipated that contractor travel will be required under a contract resulting from this RFP. If contractor travel is required, it will be pre-approved by the Project Manager and paid separately from the contract resulting from this RFP. The State will pay only actual costs for any contractor's travel that may be required during the performance of this contract.

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 this requirement or to obtain a waiver 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/g/tip/>

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 proposal opening. This will allow 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 time set for opening.

1.09 Questions Received Prior to Opening of Proposals

All questions must be in writing and directed to the issuing office, 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.

Deadline for receipt of questions is 4:00 p.m. on January 3, 2014.

1.10 Amendments

If an amendment is issued, it will be provided to all who were mailed or emailed 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 web site.

1.11 Alternate Proposals

Offerors may only submit one proposal for evaluation.

In accordance with 2 AAC 12.830 alternate proposals, defined as 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

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. Material considered confidential by the offeror must be clearly identified and the offeror must include a brief statement that sets out the reasons for confidentiality.

1.15 Subcontractors

Subcontractors **WILL NOT** be allowed.

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:

- (a) the laws of the State of Alaska;
- (b) the applicable portion of the Federal Civil Rights Act of 1964;
- (c) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- (d) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- (e) all terms and conditions set out in this RFP;
- (f) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- (g) that the offers will remain open and valid for at least 90 days; and
- (h) 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 Military and Veterans Affairs reserves the right to **consider a proposal non-responsive and reject it or** cancel the award if any interest disclosed from any 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 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

Any dispute arising out of this agreement will be resolved under the laws of the State of Alaska. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain relief from or remedy in connection with this agreement may be brought only in the Superior Court for the State of Alaska.

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.

1.25 Anti-Terrorism Training

A contract under this solicitation may involve access to, or performance of work on, a federal military installation. In the interest of safety and security of the installation, the State of Alaska, Department of Military and Veterans Affairs, asks that contractors, subcontractors, and their employees complete Anti-Terrorism Level I training prior to beginning any work on a contract resulting from this solicitation. The online based training is free and can be accessed at <https://atlevel1.dtic.mil/at>. Failure of a contractor, subcontractor, or their employees to complete this training **will not** impact evaluation or award of a contract resulting from this solicitation.

1.26 Federal Requirements

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

-- END OF SECTION ONE --

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 the opening date.

2.02 Pre-proposal Conference

A **NON-MANDATORY** pre-proposal meeting has been scheduled for **10:00 a.m.** on **December 18, 2013** in the B216 Conference Room, Alaska National Guard Armory, 49000 Army Guard Road, Suite B216, Joint Base Elmendorf-Richardson, Alaska, 99505. The Alaska National Guard Armory is located on Camp Denali, which is an Alaska National Guard training site located on the Fort Richardson side of Joint Base Elmendorf-Richardson.

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. Questions and answers will be transcribed and sent to prospective offerors as soon as possible after the meeting. Contact DAS Procurement at 907-428-7109 or via Email to MVA.DASProcurement@alaska.gov for updated information on the conference.

Base security can be problematic so if you plan on attending in person, please let us know by **12:00 p.m.** on **December 17, 2013** so we can complete the necessary paperwork with the front gate. Attendees may attend via teleconference by scheduling with the Procurement Officer in advance. **A call in conference call number will be made available to those offerors who register with the DMVA Procurement Officer. Please request the conference call in number and access code when you email us to register.**

NOTE: If vendors cannot attend this meeting, please forward your questions to the procurement officer so that 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

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 1.11 **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 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

Offeror must be in the business of selling or have actually sold on a regular basis the supplies that are the subject of this solicitation **OR** add value to the contract by actually performing, controlling, managing, or supervising the services to be provided.

The offeror must be an authorized distributor of the product(s) offered. Written proof from the manufacturer showing the offeror is an authorized distributor must be provided with the offeror's proposal.

In order for offers to be considered responsive offerors must meet these minimum prior experience requirements.

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 procurement office with the proposal, or within five days of the state's written request.

2.11 F.O.B. Point

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

- (a) copy of an Alaska business license;
- (b) certification on the proposal that the offeror has a valid Alaska business license and has included the license number in the proposal;
- (c) a canceled check for the Alaska business license fee;
- (d) a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- (e) a sworn and notarized affidavit 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:

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

NOTE: A Certificate of Authority issued by the State of Alaska, Department of Commerce, Community and Economic Development, is not the same as an Alaska Business License, and **DOES NOT** meet the statutory requirements for an Alaska Business License as stated in this section. A company or business who submits a Certificate of Authority as proof of an Alaska Business License for this solicitation or the resulting contract will be considered non-responsive and their proposal will be rejected.

2.13 Application of Preferences

Certain preferences apply to all contracts, regardless of their dollar value. The Alaska Bidder, Alaska Veteran, and Alaska Offeror preferences are the most common preferences involved in the RFP process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the Department of Administration, Division of General Service's web site:

<http://doa.alaska.gov/dgs/policy.html/purchasing/>

Alaska Products Preference - AS 36.30.332

Recycled Products Preference - AS 36.30.337

Local Agriculture and Fisheries Products Preference - AS 36.15.050

Employment Program Preference - AS 36.30.321(b)

Alaskans with Disabilities Preference - AS 36.30.321(d)

Alaska Veteran's Preference - AS 36.30.321(f)

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs and individuals who qualify as persons with a disability. As evidence of a business' or an individual's right to the Employment Program or Alaskans with Disabilities preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of these preferences, a business or individual must be on the appropriate Division of Vocational Rehabilitation prior to the time designated for receipt of proposals. Offerors must attach a copy of their certification letter to the proposal. An offeror's failure to provide this certification letter with their proposal will cause the state to disallow the preference.

For an offeror to receive the Alaska Products Preference the company and the product must be on the Alaska Product Preference list published by the Department of Commerce, Community and Economic Development at least 30 days prior to the issuing date of the solicitation. Website: <http://www.commerce.alaska.gov/ded/dev/prodpref/pppproduct.cfm>. To apply for certification to get on the list, contact: Department of Commerce, Community and Economic Development, 550 West 7th Street, Suite 1770, Anchorage, AK 99503; Phone: (907) 269-8110, Fax: (907) 269-8125. An offeror who is not on this list or has not been on this list for 30 days prior to issuance of this RFP will cause the state to disallow the preference.

2.14 5 Percent Alaska Bidder Preference AS 36.30.321(a), AS 36.30.990[25], & 2 AAC 12.260

An Alaska Bidder Preference of five percent will be applied prior to evaluation. The preference will be given to an offeror who:

- (1) holds a current Alaska business license prior to the deadline for receipt of proposals;
- (2) submits a proposal for goods or services under the name appearing on the offeror's current Alaska business license;
- (3) has maintained a place of business within the state staffed by the offeror, or an employee of the offeror, for a period of six months immediately preceding the date of the proposal;
- (4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and

- (5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

Alaska Bidder Preference Affidavit

In order to receive the Alaska Bidder Preference, the proposal must include a statement certifying that the offeror is eligible to receive the Alaska Bidder Preference.

If the offeror is a LLC or partnership as identified in (4) of this subsection, the affidavit must also identify each member or partner and include a statement certifying that all members or partners are residents of the state.

If the offeror is a joint venture which includes a LLC or partnership as identified in (4) of this subsection, the affidavit must also identify each member or partner of each LLC or partnership that is included in the joint venture and include a statement certifying that all of those members or partners are residents of the state.

2.15 5 Percent Alaska Veteran Preference

AS 36.30.321(f)

An Alaska Veteran Preference of five percent will be applied prior to evaluation. The preference will be given to an offeror who qualifies under AS 36.30.990[25] as an Alaska bidder and is a:

- (a) sole proprietorship owned by an Alaska veteran;
- (b) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;
- (c) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or
- (d) corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans.

Alaska Veteran Preference Affidavit

In order to receive the Alaska Veteran Preference, the proposal must include a statement certifying that the offeror is eligible to receive the Alaska Veteran Preference. Additional proof of eligibility to receive the preference may be requested by the Procurement Officer at the sole discretion of the State.

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 12.260(c). 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, adjusted where appropriate by the application of all applicable preferences.

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.

$$\frac{[(\text{Price of Lowest Cost Proposal}) \times (\text{Maximum Points for Cost})]}{(\text{Cost of Each Higher Priced Proposal})} = \text{POINTS}$$

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.

$$\begin{array}{ccccccc} \$40,000 & \times & 40 & = & 1,600,000 & \div & \$42,750 & = & 37.4 \\ \text{Lowest} & & \text{Max} & & & & \text{Offeror \#2} & & \text{Points} \\ \text{Cost} & & \text{Points} & & & & \text{Adjusted By} & & \\ & & & & & & \text{The Application Of} & & \\ & & & & & & \text{All Applicable} & & \\ & & & & & & \text{Preferences} & & \end{array}$$

Offeror #3 receives 33.7 points.

$$\begin{array}{ccccccc} \$40,000 & \times & 40 & = & 1,600,000 & \div & \$47,500 & = & 33.7 \\ \text{Lowest} & & \text{Max} & & & & \text{Offeror \#3} & & \text{Points} \\ \text{Cost} & & \text{Points} & & & & \text{Adjusted By} & & \\ & & & & & & \text{The Application Of} & & \\ & & & & & & \text{All Applicable} & & \\ & & & & & & \text{Preferences} & & \end{array}$$

2.17 Alaska Offeror Preference AS 36.30.321 & 2 AAC 12.260

2 AAC 12.260(e) provides Alaska offerors a 10 percent overall evaluation point preference. Alaska bidders, as defined in AS 36.30.990[25], are eligible for the preference. Alaska offeror will receive 10 percent of the total available points added to their overall evaluation score as a preference.

EXAMPLE

Alaska Offeror Preference

[STEP 1]

Determine the number of points available to Alaskan offerors under the preference.

Total number of points available - 100 Points

$$\begin{array}{ccccccc} 100 & \times & 10\% & = & 10 \\ \text{Total Points} & & \text{Alaskan Offerors} & & \text{Number of Points} \\ \text{Available} & & \text{Percentage Preference} & & \text{Given to Alaskan Offerors} \\ & & & & \text{Under the Preference} \end{array}$$

[STEP 2]

Add the preference points to the Alaskan offers. There are three offerors: Offeror #1, Offeror #2, and Offeror #3. Offeror #2 and Offeror #3 are eligible for the Alaska Offeror Preference. For the purpose of this example presume that all of the proposals have been completely evaluated based on the evaluation criteria in the RFP. Their scores at this point are:

Offeror #1 - 89 points
Offeror #2 - 80 points
Offeror #3 - 88 points

Offeror #2 and Offeror #3 each receive 10 additional points. The final scores for all of the offers are:

*Offeror #1 - **89 points***
*Offeror #2 - **90 points***
*Offeror #3 - **98 points***

Offeror #3 is awarded the contract.

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 in the B216 conference room on the 2nd floor of the Alaska National Guard Armory, 49000 Army Guard Road, Joint Base Elmendorf-Richardson, Alaska.

If the contract negotiations take place at Joint Base Elmendorf-Richardson, Alaska, the offeror will be responsible for their travel and per diem expenses.

2.19 Failure to Negotiate

If the selected offeror

- fails to provide the information required to begin negotiations in a timely manner; or
- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available for the project; or
- 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.

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."

-- END OF SECTION TWO --

SECTION THREE STANDARD CONTRACT INFORMATION

3.01 Contract Type

This contract is a **FIXED PRICE WITH ADJUSTMENT** contract.

3.02 Consumer Price Index (CPI) Price Adjustment

Contract prices for products provided will remain firm for the initial year of the contract. If the State chooses to exercise the one-year renewal option, 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 July through December 2013 and each July through December six month thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed.

3.03 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 Military and Veterans Affairs, 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.

3.04 Standard Contract Provisions

The contractor will be required to sign and submit the attached State's Standard Agreement Form for Goods and Non-Professional Services Contracts with Appendix A. A sample copy of the contract form is attached to this RFP. 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.

3.05 Proposal as a Part of the Contract

Part or all of this RFP, amendment(s) to the RFP, and the successful proposal may be incorporated into the contract.

3.06 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.

3.07 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.

3.08 Bid Bond - Performance Bond - Surety Deposit -- Deleted

3.09 Contract Funding

Payment for the contract is subject to funds already appropriated and identified. Approval or continuation of a contract resulting from this is contingent upon legislative appropriation.

3.10 Ordering and Payment Procedures

Orders will be issued by the State on an as-needed basis throughout the contract period using a State of Alaska Delivery Order (DO) form.

The State anticipates placing one or two initial orders against the contract within 180 days after issuance to purchase food products for storage in the Fairbanks and Anchorage areas to feed 40,000 people 3 meals a day for 7 days. Breakdown by area will be meals to feed 20,000 people 3 meals a day for 7 days in the Anchorage area (50%), and meals to feed 20,000 people 3 meals a day for 7 days in the Fairbanks area (50%).

Thereafter orders may be placed against the contract to replace items issued during an emergency or to support a developing or on-going emergency, or to purchase additional items for DMVA use.

Food products ordered under the contract resulting from this RFP in the State's initial order(s) or to replace products issued from the initial purchase during an emergency will require delivery within 90 days after issuance of a Delivery Order (DO). A delivery time of 30 days or less may be required to support a developing or on-going emergency situation. If a delivery time of 30 days or less is required, the cost of delivery will be negotiated separately between the State and the Contractor.

With the exception of the initial requirement to purchase enough food products to feed 40,000 people 3 meals a day for 7 days, the State does not guarantee a minimum or maximum amount of food products to be purchased, or dollar amount to be spent, under any contract resulting from this RFP.

Shipping/delivery costs shown in the offeror's proposal must be firm for the initial contract purchase(s). For additional products purchased under this contract, the State will use the offered unit price for the desired products and will request a shipping quote from the contractor prior to issuance of the Delivery Order. The State will only pay for actual shipping/delivery charges for products ordered under this contract without any contractor mark-up or other handling charges or fees.

The state will pay for products ordered upon receipt of the items ordered and an original contractor's invoice. All payments will be NET 30 days.

3.11 Contract Payment

No payment will be made until the contract is approved by the Commissioner of the Department of Military and Veterans Affairs 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.

3.12 Informal Debriefing -- Deleted

3.13 Contract Personnel

Any change of the project team members named in the proposal must be approved, in advance and in writing, by the project manager. Personnel changes that are not approved by the state may be grounds for the state to terminate 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 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 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 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 to the Standard Contract for Goods and Non-Professional Services form which is attached to this RFP.

3.16 Termination for Convenience.

The State may terminate the contract at its convenience upon 30 days written notice to the contractor. If a termination notice is issued, the State will only be liable for payment of products ordered and received prior to the termination date.

3.17 Liquidated Damages -- Deleted

3.18 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 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.

The contractor will not commence additional work until the 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 Military and Veterans Affairs or the Commissioner's designee.

3.19 Contract Invalidation

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

3.20 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 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.

-- END OF SECTION THREE --

SECTION FOUR BACKGROUND INFORMATION

4.01 Background Information

The State of Alaska Department of Military and Veterans Affairs, Division of Homeland Security and Emergency Management (DHS&EM) is charged by Alaska statute 26.20 with determining "the requirements of the State and its political subdivision for food..." in an emergency and with the procurement and pre-positioning of emergency supplies. To support this mission, the State is seeking to establish a multi-year contract with a qualified supplier to purchase emergency food products, which are to be stored by the State within the State. The initial food order will be for a sufficient quantity of food products to feed 40,000 people 3 meals a day for 7 days. Breakdown by area will be meals to feed 20,000 people 3 meals a day for 7 days in the Anchorage area (50%), and meals to feed 20,000 people 3 meals a day for 7 days in the Fairbanks area (50%). Thereafter orders may be placed against the contract to replace items issued during an emergency or to support a developing or on-going emergency, or to purchase additional items for DMVA use.

The emergency food supply should consist of immediate-use meals that can be prepared for either individual use or mass feeding. The meals offered must have a minimum 5 year, desired 7 or more year, shelf life under all storage conditions.

Storage and maintenance of the emergency food purchased under a contract resulting from this RFP will be the responsibility of the Department of Military and Veterans Affairs, Division of Homeland Security and Emergency Management. Storage or maintenance of food **WILL NOT** be required of the contractor selected to provide the food purchased under a contract resulting from this RFP.

This project is initially funded through State General Funds. State or Federal emergency funds may be used to purchase additional products required to support a developing or on-going emergency situation. Because Federal funds may be used for purchases under the contract resulting from this RFP, it is strongly suggested that offerors register with the Federal System for Award Management (SAM). Registration is free and can be done at the SAM website (www.sam.gov). Detailed information concerning this project is delineated further in the Scope of Work, which is found in Section Five of this RFP.

-- END OF SECTION FOUR --

SECTION FIVE SCOPE OF WORK

5.01 Scope of Work

5.01.01. Emergency Food Supply. Initially, the contractor will provide emergency food supplies sufficient to feed 40,000 people 3 meals a day for 7 days. Breakdown by area will be meals to feed 20,000 people 3 meals a day for 7 days in the Anchorage area (50%), and meals to feed 20,000 people 3 meals a day for 7 days in the Fairbanks area (50%). The delivery of the initial food supply order(s) to the State will be within 90 days after issuance of a Delivery Order (DO) to the locations specified within the State's order. Thereafter orders may be placed against the contract to replace items issued during an emergency or to support a developing or on-going emergency, or to purchase additional items for DMVA use.

Food products ordered under the contract resulting from this RFP to replace products issued from the initial purchase during an emergency will require delivery within 90 days after issuance of a Delivery Order (DO). A delivery time of 30 days or less may be required to support a developing or on-going emergency situation. If a delivery time of 30 days or less is required, the cost of delivery will be negotiated separately between the State and the Contractor.

The food purchased will:

- a. Be immediate use meals that can be prepared for either individual or mass feeding and have a minimum 5 year, desired 7 or more year, shelf life under all storage conditions;
- b. Be able to be consumed efficiently by disaster survivors with no equipment or training and minimal or no additional supplies or accessories such as bottled water, plates, spoons, forks, knives, etc;
- c. Ideally include an accessories packet with each meal, or accessories packets within each container of meals, that has a sanitary hand-wipe, napkin, plastic fork, plastic spoon, plastic knife, or a combination plastic fork/spoon, powdered drink mix, and basic seasonings such as salt and pepper.
- d. Ideally can be prepared in and eaten directly from the packet.
- e. Ideally the meals will be freeze-dried or dehydrated food that can be temporarily stored outside under tarps or plastic or in unheated temporary shelters with minimal or no degradation of product or packaging.

5.01.02. Contractor/Offeror Responsibilities.

5.01.02.01. As part of their proposal, the offeror must provide:

- a. Specific information on the food product(s) offered that will meet the minimum specifications of this RFP, to include but not limited to: shelf-life under various storage conditions; storage considerations/limitations that may affect shelf life to include but not limited to temperatures, dryness, environmental, heat, light, humidity, etc.; ideal storage requirements; how the meals are packaged; available menus or meals that can be purchased ("beef stroganoff," "ham and eggs," etc.); and
- b. Information regarding palletizing of the food, specifically,
 1. The number of a day's worth of meals that can be palletized on a standard sized pallet;
 2. The number of people that can be fed with one pallet's worth of meals so configured;
 3. Whether or not pallets so configured can be stacked, and how high they can be stacked, without the use of pallet racking; and
 4. The dimensions of a pallet so configured, i.e., length, width, height, and weight with consideration given to the pallets being loaded on small aircraft or helicopters, or ground delivery vehicles such as pick-up trucks, box trucks, or semi-tractor trailers.
 5. For the purpose of this RFP, a "day's worth of meals" is defined as breakfast, lunch, and supper for one adult for one day.

6. An example: "Pallets will be 46 inches wide x 46 inches deep x 80 inches high, weigh 600 pounds, and contain a sufficient number of breakfast, lunch, and supper meals to feed 20 people three meals a day for 2 days. Pallet's so configured can be stacked 2 high without the use of pallet racking."
- c. Information regarding production schedules, logistics, etc. that may impact ordering or delivery of the products to the State.

5.01.02.02. Placarding. When an order is placed, the contractor will be required to placard the pallets with information containing the number and types of meals stored on the pallet, the number of people the pallet of meals will feed, and the number of days they can be fed with the meals on the pallet. Placards are to be placed on all four sides and on the top of the pallet so as to be viewed from any angle. Pallets will also be packaged so as to be suitable for temporary outside storage if required by the State. Packaging is to be clear and palletized items are to be placed so the type and quantity can be confirmed without having to disassemble the pallet. The contractor will also provide packing slips separate from those on the pallets showing the type and quantity of items ordered and delivered.

5.01.03. Warranty and Additional Information.

- a. **Warranty/Guarantee.** The offeror must provide warranty or a written guarantee with their proposal confirming that any food that expires, is recalled, or is otherwise defective within the minimum shelf life period specified in the proposal will be replaced at no charge to the State, including any shipping or delivery charges. The State will store products purchased per the contractor's requirements.
- b. **Note:** Product(s) offered may be individual meals, bulk food, or emergency food kits, or a combination of all. It is up to the offeror to describe the product(s) they will offer to meet the State's requirements.
- c. Because of the product shelf life, and the likelihood that meals purchased under the contract resulting from this RFP may be stored in less than suitable facilities, the State does not desire, and will not accept offers of, U.S. Military Meals-Ready-to-Eat (MRE's) or a civilian equivalent product with storage requirements similar to US Military MRE's in response to this RFP.
- d. The contractor must ensure products ordered are packaged and shipped for maximum safeguarding of food during transit to ensure no loss or degradation of shelf life.

5.01.04. State's Responsibilities.

5.01.04.01. Location and type of storage facilities will be determined separately by the State and provided to the successful contractor on the Delivery Order(s) issued under a contract resulting from this RFP.

5.01.04.02. For the purpose of the cost proposal prepared in response to this RFP, the F.O.B. final destinations will be Anchorage, Alaska, and Fairbanks, Alaska.

5.01.05. The following WILL NOT be required under the contract resulting from this RFP:

- a. Construction or otherwise building, remodeling, or providing a storage facility in any manner or of any kind in either Fairbanks or Anchorage;
- b. Management, security, or other services or equipment required to store, control, maintain, or secure the items purchased;
- c. Special needs, cultural, or other such dietary needs, meals, or considerations. These will be dealt with by the State in an emergency on a case-by-case or as-needed basis.
- d. Note: The State may, at its sole discretion procure the above listed items separately from this contract if determined necessary.

5.02 Project Schedule

5.02.01. Approximate Schedule. The approximate schedule for this project is:

- a. Issuance of the RFP, receipt and evaluation of proposals, and issuance of a Notice of Intent to Award a Contract: approximately 74 days after posting of the RFP to the Online Public Notice website;
- b. Issuance of the Contract: approximately 11 days after issuance of the Notice of Intent to Award a Contract, depending on the last day of the 10 day protest period;
- c. Issuance of a Delivery Order, or Delivery Orders, for the initial purchase to feed 40,000 people 3 meals a day for 7 days: within 180 days after finalizing of the contract by the DMVA/DAS Procurement Officer;
- d. Receipt of initial items ordered by the State: within 90 days after issuance of a Delivery, or Delivery Orders, for the initial food purchase(s); and
- e. Termination of the contract: one year after the issuance of the contract unless the one-year renewal option is exercised by the State.

5.02.02. Schedule is Approximate. This schedule is subject to change and will be adjusted as required to meet the provisions of the State of Alaska Procurement Code and the needs of the State.

-- END OF SECTION FIVE --

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.

The following will be required in the proposal package:

1. An original signed technical proposal, and three signed copies of the technical proposal, outlining the requirements in paragraphs 6.02 through 6.06;
2. A cost proposal outlining the requirements in paragraph 6.07; and
3. Three sample meals (entrees) of the brand and type the offeror intends to provide if awarded a contract under this RFP.

DO NOT include any cost information in the Technical proposal! Cost information should **ONLY** be included in the Cost Proposal.

6.02 Introduction

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

Proposals must confirm that the offeror will comply with all provisions in this RFP; and, if applicable, provide notice that the firm qualifies as an Alaskan bidder. Offeror must also comply with any and all other requirements shown in paragraph 2.13 with regards to Alaska bidder, veteran, and other preferences. This includes, if required, including affidavits or certification letters with their technical proposal.

Proposals must include written proof from the manufacturer showing the offeror is an authorized distributor for the product(s) offered.

Proposals must be signed by a company officer empowered to bind the company. 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 any cost information in this section! Cost information should **ONLY** be included in the Cost Proposal.

6.03 Understanding of the Project

Offerors must provide comprehensive narrative statements that illustrate their understanding of the purpose and scope of the project and the project schedule. Understanding of the project schedule should include how the schedule will be met and a logical and feasible proposed sequence of tasks.

DO NOT include any cost information in this section! Cost information should **ONLY** be included in the Cost Proposal.

6.04 Methodology Used for the Project

Offerors must provide comprehensive narrative statements that set out the methodology they intend to employ and illustrate how the methodology will serve to accomplish the work and meet the state's project schedule. Methodology should outline any potential concerns, logistical problems, issues, production schedules, or events that may delay or inhibit the contractor's ability to provide required products and possible solution(s) to mitigate or overcome these issues. If Methodology includes any timelines, they should be clear and specific in the tasks and time involved per individual. Methodology should also address any proposed tasks beyond the minimum necessary to meet the objectives of this RFP and how well these proposed tasks contribute to successful completion of the project.

DO NOT include any cost information in this section! Cost information should **ONLY** be included in the Cost Proposal.

6.05 Management Plan for the Project

Offerors must provide comprehensive narrative statements that set out the management plan they intend to follow and illustrate how the plan will serve to accomplish the work and meet the state's project schedule. Management plan should include who, how, and when the offeror will interface with DMVA staff during the performance of the contract and to what extent the offeror has the hardware, software, equipment, and licenses necessary to perform the contract.

DO NOT include any cost information in this section! Cost information should **ONLY** be included in the Cost Proposal.

6.06 Experience and Qualifications

Offerors must provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP. Organizational chart should include when and where the contractor's project manager or equivalent will interact with DMVA staff.

Offerors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed:

- a. title,
- b. resume,
- c. location(s) where work will be performed,
- d. itemize the number of estimated hours for each individual named above.

Resumes should clearly identify how the person meets or exceeds the requirements described in paragraph 2.08 of this RFP and any experience providing similar emergency food supplies within the State of Alaska.

Resumes need be submitted only for managerial or other key staff who will be working on or assigned to the contract resulting from this RFP.

Offerors must provide reference names and current phone numbers or email addresses from previous clients for similar projects the offeror's firm has completed.

DO NOT include any cost information in this section! Cost information should **ONLY** be included in the Cost Proposal.

6.07 Cost 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, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, profit, estimated travel expenses, and any expenses that may be caused by unanticipated delays in travel or other schedule changes.

The offeror's Cost Proposal must specify the unit cost, quantity, extended cost, and delivery/shipping costs for each product to be provided if awarded a contract resulting from this RFP. Delivery/Shipping costs are to be firm for the initial order(s) placed to feed 40,000 people 3 meals a day for 7 days.

For additional products purchased under this contract, the State will use the offered unit price for the desired products and will request a shipping quote from the contractor prior to issuance of the Delivery Order. The State will only pay for actual shipping/delivery charges for products ordered under this contract without any contractor mark-up or additional handling or other fees.

The State has no set format for the cost proposal that is to be provided by the offeror, however, the format should be easy-to-read and understand without the need for any clarification from the offeror.

Offeror is to submit both a detailed Cost Proposal as described above and the completed Total Contract Cost form attached to this RFP with their proposal. Please submit only one Cost Proposal and Total Contract Cost form in your proposal package.

Cost Proposal and Total Contract Cost form are to be placed in a clearly marked separate envelope within the proposal package.

6.08 Product and Sample Meals

Offeror is to provide three meals (entrees) in their RFP package. Sample meals must be the brand and type the offeror intends to provide if awarded a contract resulting from this RFP. Ideally one meal will be a breakfast item, one a lunch item, and one a supper item, however, three meals (entrees) of the same kind will be acceptable. Meals will be evaluated and possibly consumed as part of the evaluation process as specified in paragraph 7.05 of this RFP.

6.09 Evaluation Criteria

All proposals will be reviewed to determine if they are responsive. They will then 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.

A proposal shall be evaluated to determine whether the offeror responds to the provisions, including goals and financial incentives, established in the request for proposals in order to eliminate and prevent discrimination in state contracting because of race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, or disability.

-- END OF SECTION SIX --

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 (3 Percent)

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?
- [b] How well has the offeror demonstrated an understanding of the project's time schedule and identified how they will meet it?
- [c] Is the proposed sequence of tasks logical and feasible?

7.02 Methodology Used for the Project (10 Percent)

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?
- [b] How well has the offeror identified potential concerns, logistical problems, production schedules, issues, or events that may delay or inhibit the contractor's ability to provide required products, and possible solution(s) to mitigate or overcome these issues?
- [c] Does the proposal address the shelf-life under various storage conditions, storage considerations/limitations such as temperature, dryness, environmental, heat, light, etc., and ideal storage requirements? Does the information provided meet or exceed the requirements of the RFP?
- [d] Does the offeror specify any timelines within their proposal? If so, are they clear and specific in the task(s) involved and time per individual?
- [e] Has the offeror proposed conducting any tasks beyond the minimum necessary to meet the objectives of the RFP? If so, how well do these proposed tasks contribute to the successful completion of the project?

7.03 Management Plan for the Project (4 Percent)

Proposals will be evaluated against the questions set out below:

- [a] Is the organization, accountability, and lines of authority and communication of the project team clear?
- [b] To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?

7.04 Experience and Qualifications (5 Percent)

Proposals will be evaluated against the questions set out below:

- [a] Did the offeror include an organizational chart within their proposal? If so, does the chart clearly show the lines of authority and who will have responsibility for completion of each component of the contract, to include when and where the contractor's project manager or equivalent will interact with DMVA staff?
- [b] Did the offeror provide resumes on each individual who will work on this contract? If so, do the resumes clearly show the experience and qualifications of staff in performing work of a similar nature, specifically with regards to providing emergency food supplies within the State of Alaska?
- [c] Did the offeror provide current reference names and telephone numbers or email addresses from previous clients for similar projects the offeror's firm has completed?
- [d] Is the offeror an authorized distributor for the product(s) offered and did they provide written proof from the manufacturer as required by paragraph 2.08 of this RFP and?

7.05 Product and Sample Meal (8 Percent)

Proposals will be evaluated against the questions set out below:

- [a] Is the sample meal of the type and quality the State desires to purchase?
- [b] Does the sample meal packet contain instructions and other equipment or supplies necessary for an untrained person to satisfactorily prepare and consume the meal?
- [c] Does the sample meal packet contain any accessories such as plastic ware, seasonings, or other items that would enhance the overall culinary experience?
- [d] Is the meal packaging of a quality that would indicate suitability for use under various environmental conditions within Alaska, including rural "bush" areas?

7.06 Contract Cost (60 Percent)

To avoid the possibility of cost influencing scoring, Sections 7.06 and 7.07 will be evaluated by the Procurement Officer.

Overall, a minimum of **60%** of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 2.13.

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 set out in Section 2.15.

7.07 Alaska Offeror Preference (10 Percent)

If an offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska Offeror Preference. The preference will be 10 percent of the total available points. This amount will be added to the overall evaluation score of each Alaskan offeror.

-- END OF SECTION SEVEN --

SECTION EIGHT ATTACHMENTS

8.01 Attachments

1. Proposal Evaluation Form
2. Sample Standard Agreement Form for Goods and Non-Professional Services with Appendix A
3. Appendix B1, Indemnification and Insurance
4. Sample Notice of Intent to Award a Contract Form
5. Sample Proposal Responsiveness Checklist
6. Offeror's Checklist
7. Total Contract Cost Form

PROPOSAL EVALUATION FORM

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

Person or Firm Name _____

Proposal Evaluation Member (PEC) Packet Number (Circle One) 1 of 3 2 of 3 3 of 3

Name of Proposal Evaluation (PEC) Member _____

Date of Review _____

RFP Number 2014-0900-2302

EVALUATION CRITERIA AND SCORING

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

7.01 Understanding of the Project—3 Percent

Maximum Point Value for this Section - 3 Points

100 Points x 3 Percent = 3 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 demonstrated an understanding of the project's time schedule and identified how they will meet it?

EVALUATOR'S NOTES _____

[c] Is the proposed sequence of tasks logical and feasible?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.01

7.02 Methodology Used for the Project—10 Percent

Maximum Point Value for this Section - 10 Points
100 Points x 10 Percent = 10 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 has the offeror identified potential concerns, logistical problems, production schedules, issues, or events that may delay or inhibit the contractor's ability to provide required products, and possible solution(s) to mitigate or overcome these issues?

EVALUATOR'S NOTES _____

- [c] Does the proposal address the shelf-life under various storage conditions, storage considerations/limitations such as temperatures, dryness, environmental, heat, light, etc., and ideal storage requirements? Does the information provided meet or exceed the requirements of the RFP?

EVALUATOR'S NOTES _____

- [d] Does the offeror specify any timelines within their proposal? If so, are they clear and specific in the tasks(s) involved and time per individual?

EVALUATOR'S NOTES _____

- [e] Has the offeror proposed conducting any tasks beyond the minimum necessary to meet the objectives of the RFP? If so, how well do these proposed tasks contribute to the successful completion of the project?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.02 _____

7.03 Management Plan for the Project—4 Percent

Maximum Point Value for this Section - 4 Points
100 Points x 4 Percent = 4 Points

Proposals will be evaluated against the questions set out below.

[a] Is the organization, accountability, and lines of authority and communication of the project team clear?

EVALUATOR'S NOTES _____

[b] To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.03 _____

7.04 Experience and Qualifications—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] Did the offeror include an organizational chart within their proposal? If so, does the chart clearly show the lines of authority and who will have responsibility for completion of each component of the contract, to include when and where the contractor's project manager or equivalent will interact with DMVA staff?

EVALUATOR'S NOTES _____

[b] Did the offeror provide resumes on each individual who will work on this contract? If so, do the resumes clearly show the experience and qualifications of staff in performing work of a similar nature, specifically with regards to providing emergency food supplies within the State of Alaska?

EVALUATOR'S NOTES _____

[c] Did the offeror provide current reference names and telephone numbers or email addresses from previous clients for similar projects the offeror's firm has completed?

EVALUATOR'S NOTES _____

- [d] Is the offeror an authorized distributor for the product(s) offered and did they provide written proof from the manufacturer as required by paragraph 2.08 of this RFP and?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.04 _____

7.05 Product and Sample Meal – 8 Percent

Maximum Point Value for this Section - 8 Points
100 Points x 8 Percent = 8 Points

Proposals will be evaluated against the questions set out below.

- [a] Is the sample meal of the type and quality the State desires to purchase?

EVALUATOR'S NOTES _____

- [b] Does the sample meal packet contain instructions and other equipment or supplies necessary for an untrained person to satisfactorily prepare and consume the meal?

EVALUATOR'S NOTES _____

- [c] Does the sample meal packet contain any accessories such as plastic ware, seasonings, or other items that would enhance the overall culinary experience?

EVALUATOR'S NOTES _____

- [d] Is the meal packaging of a quality that would indicate suitability for use under various environmental conditions within Alaska, including rural "bush" areas?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.05 _____

EVALUATOR'S SUBTOTAL FOR 7.01 through 7.05 _____

7.06 Contract Cost — 60 Percent

To avoid the possibility of cost influencing scoring, Sections 7.06 and 7.07 will be evaluated by the Procurement Officer.

Maximum Point Value for this Section - 60 Points
100 Points x 60 Percent = 60 Points

Overall, a minimum of 60 percent of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 2.13.

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 set out in Section 2.16.

EVALUATOR'S POINT TOTAL FOR 7.06

7.07 Alaska Offeror Preference — 10 Percent

Alaska bidders receive a 10 percent overall evaluation point preference.
Point value for Alaska bidders in this section -- 10 Points
100 Points x 10 Percent = 10 Points

If an offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska Offeror Preference. The preference will be 10 percent of the total available points. This amount will be added to the overall evaluation score of each Alaskan offeror.

EVALUATOR'S POINT TOTAL FOR 7.07 (either 0 or 10)

EVALUATOR'S COMBINED POINT TOTAL FOR ALL SECTIONS

STANDARD CONTRACT FORM

Goods and Non-Professional Services

1. Agency Contract Number	2. Contract Title	3. Financial Coding	4. Agency Assigned Encumbrance Number
5. Vendor Number	6. Project/Case Number	7. Alaska Business License Number	
This contract is between the State of Alaska,			
8. Department of	Division	hereafter the State, and	
9. Contractor		hereafter the Contractor	
Mailing Address	Street or P.O. Box	City	State ZIP+4

<p>10.</p> <p>ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.</p> <p>ARTICLE 2. Performance of Contract:</p> <p>2.1 Appendix A¹ (General Conditions), Items 1 through 17, govern contract performance.</p> <p>2.2 Appendix B sets forth the liability and insurance provisions of this contract.</p> <p>2.3 Appendix C sets forth the scope of work/services to be performed by the contractor.</p> <p>ARTICLE 3. Period of Performance: The period of performance for this contract begins _____, and ends _____.</p> <p>ARTICLE 4. Considerations:</p> <p>4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$_____ in accordance with the provisions of Appendix D.</p> <p>4.2 When billing the State, the contractor shall refer to the Agency Contract Number and send the billing to:</p>	
11. Department of	Attention: Division of
Mailing Address	Attention:

12. CONTRACTOR	13. CONTRACTING AGENCY
Name of Firm	Department/Division
Signature of Authorized Representative	Signature of Procurement Officer
Typed or Printed Name of Authorized Representative	Typed or Printed Name of Procurement Officer
Date	Date

APPENDIX A¹

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:

Any dispute arising out of this agreement shall be resolved under the laws of Alaska. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain any relief from or remedy in connection with this agreement may be brought only in the superior court for the State of Alaska.

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, license, permits and bonds.

10. Conflicting Provisions:

Unless specifically amended and approved by the Department of Law the General Conditions of this contract supersede any provisions in other appendices. The contractor specifically acknowledges and agrees that provisions in any form contracts it appends hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska that are not conditioned on legislative appropriation, or (3) seek to limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

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:

(Impossibility to perform) The contractor is not liable for the consequences of any failure to perform, or default in performing, any of its obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the contractor. 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.

SAMPLE

APPENDIX B¹
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, nonrenewal, 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 occurrence.

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 occurrence.

Offeror's Signature

Printed Name

Date

NOTICE OF INTENT TO AWARD A CONTRACT



Department of Military and Veterans Affairs
Division of Administrative Services
Procurement Section
P.O. Box 5800
Joint Base Elmendorf-Richardson, Alaska 99505

THIS IS NOT AN ORDER

DATE ISSUED: _____

RFP NO.: 2014-0900-2302

RFP DEADLINE: _____

RFP SUBJECT: Emergency Food Purchase for the State of Alaska

CONTRACTING OFFICER: Douglas Moore **SIGNATURE:** _____

This is notice of the state's intent to award a contract. The figures shown here are a tabulation of the offers received. The responsible and responsive offeror whose proposal was determined in writing to be the most advantageous is indicated. An offeror who wishes to protest this Notice of Intent must file the protest within ten calendar days following the date this notice is issued. If the tenth day falls on a weekend or holiday, the last day of the protest period is the first working day following the tenth day. **The offeror identified here as submitting the most advantageous proposal is instructed not to proceed until a contract, or other form of notice is given by the contracting officer.** A company or person who proceeds prior to receiving a contract, Contract Award, or other form of notice of Award does so without a contract and at their own risk. AS 36.30.365.

Offeror	Responsive	Total Score	Most Advantageous

LEGEND: YES -- MOST ADVANTAGEOUS
Yes -- RESPONSIVE PROPOSAL
No -- NON-RESPONSIVE PROPOSAL

SUMMARY

Proposal Responsiveness Checklist

RFP#: 2014-0900-2302, Emergency Food Purchase for the State of Alaska

Evaluator:_____ Date:_____

Offeror:_____

1. Was the proposal received within the designated timeframe? Yes No
2. Technical Proposal and Samples. Did offeror submit the required number of copies of the technical proposal and sample meals (entrees) as specified in the RFP? Yes No
3. Signature. Was the original copy of the proposal signed by an authorized representative? Yes No
4. Amendments. Did the offeror provide a signed copy of or otherwise acknowledge receipt of Mandatory Return amendments? None Issued Yes No
5. Preferences. As applicable, did the offeror:
 - a. Provide a certification letter from the Division of Vocational Rehabilitation if claiming an employment program preference, Alaskans with Disabilities Preference, or Employers of People with Disabilities preference (paragraph 2.13)?
N/A Yes No
 - b. Provide an affidavit if claiming an Alaska Bidder preference (paragraph 2.14)? N/A Yes No
 - c. Provide an affidavit if claiming an Alaska Veterans preference (paragraph 2.15)? N/A Yes No
 - d. Provide certification under the Alaska Products Preference program (para. 2.13)? N/A Yes No
 - e. If claiming an above preference, did the offeror have a current Alaska Business License prior to the deadline set for receipt of proposals (paragraph 2.12)? N/A Yes No
6. Cost Proposal.
 - a. Did the offeror provide a completed Total Contract Cost form with their proposal? Yes No
 - b. Did the offeror provide a Cost Proposal with their proposal? Yes No
 - c. Was the cost offered within the available budget as specified in the RFP? Yes No
7. Manufacturer's Certification. Did the offeror provide written proof from the manufacturer that they are an authorized distributor for the products offered (paragraph 2.08)? Yes No

Evaluator's Determination: RESPONSIVE NON-RESPONSIVE Initials:_____

Note: Non-responsive proposals will not be sent to the evaluation committee for further evaluation.

RFP 2014-0900-2302
Emergency Food Purchase for the State of Alaska

ATTACHMENT 6

CHECKLIST

The following must be included in the proposal package and received in the DMVA/DAS Procurement Office prior to the proposal due date and time:

- _____ 1. One original signed and three signed copies of the technical proposal, in a sealed envelope addressed as indicated in paragraph 1.01, submitted before the proposal due date and time.
- _____ 2. Three sample meals (entrees) as indicated in paragraphs 1.01 and 6.08 in the proposal package submitted before the proposal due date and time.
- _____ 3. Cost Proposal:
 - _____ One signed Total Contract Cost form **AND**
 - _____ One original cost proposal
 - _____ Submitted in a separate sealed envelope in the proposal package before the proposal due date and time.
- _____ 4. One signed copy of any or all Mandatory Return Amendment(s) in the proposal package submitted before the proposal due date and time.

RFP 2014-0900-2302

ATTACHMENT 7

TOTAL CONTRACT COST

The cost shown on this worksheet is the cost that will be evaluated by the Procurement Officer to determine points awarded for cost in response to the subject RFP. Offeror must include this form with their original cost proposal. Original cost proposal must include a breakdown of costs as specified in the subject RFP. The total cost listed on this form must match the Total Cost/Price shown on the Offeror's Cost Proposal submitted with their proposal.

Total Cost to provide all products under a contract resulting from this RFP will be:

\$_____.

Signature of Company Representative

Printed Name of Company Representative

Date Signed