

# Invitation to Bid

Department of Natural Resources

**NUMBER**

ITB 10 180000030 - 1

**DATE OF ISSUE**

December 18, 2017

**TITLE OF SOLICITATION:**

Catering and Camp Manager Services for TLO Camp at Icy Cape

**DEADLINE FOR RESPONSES:**

January 17, 2018

14:00:00 Alaska Time

**BID RECEIVING LOCATION**

Support Services ANC Admin  
Attn: Procurement  
550 West 7th Avenue  
Suite 1330  
Anchorage, AK 99501-3564

**VENDOR:**

**Name:**

**Address:**

**City, State, Zip Code:**

**Phone #:**

**Email Address:**

**Contact Name:**

**Contact Email:**

**Vendor #:**

**PURPOSE OF SOLICITATION:**

The Department of Natural Resources, Mental Health Trust Land Office (TLO), is seeking competitive bids for qualified contractor(s) to provide catering and camp manager services for the TLO field camp located at Icy Cape, Alaska. Services are to be provided during the 2018 field season as specified within this ITB.

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

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

**THIS IS NOT AN ORDER.**

**SIGNATURE OF AUTHORIZED AGENT IS REQUIRED UNLESS RESPONSE IS SUBMITTED ELECTRONICALLY.**

Signature X \_\_\_\_\_

Date \_\_\_\_\_

**BID SCHEDULE**

Event Date	Event Description
01/04/18	Pre-Bid Conference
01/08/18	Questions Due
01/17/18	Solicitation Closing Date/Time

**LINE ITEMS**

Line No.	Description	Quantity	Unit	Unit Cost
1	Caterer Services for TLO Camp at Icy Cape			
<b>Start Date</b>	<b>End Date</b>	<b>Delivery Date</b>	<b>F.O.B. Point</b>	<b>Extended Line Total</b>
05/29/18	08/15/18			

**Extended Description:**

Camp Caterer Services as specified within this ITB.

Contract Period: Approximately February 5, 2018 through September 30, 2018.

Field Season Period: May 29, 2018 through August 15, 2018.

DO NOT INCLUDE COST IN THIS AREA. INCLUDE COST ONLY ON THE BID SCHEDULE ATTACHED TO THIS ITB.

Line No.	Description	Quantity	Unit	Unit Cost
2	Camp Manager Services for TLO Camp at Icy Cape			
<b>Start Date</b>	<b>End Date</b>	<b>Delivery Date</b>	<b>F.O.B. Point</b>	<b>Extended Line Total</b>
05/29/18	08/15/18			

**Extended Description:**

Camp Manager Services as specified within this ITB.

Contract Period: Approximately February 5, 2018 through September 30, 2018.

Field Season Period: May 29, 2018 through August 15, 2018.

DO NOT INCLUDE COST IN THIS AREA. INCLUDE COST ONLY ON THE BID SCHEDULE ATTACHED TO THIS ITB.

**EVALUATION CRITERIA**

Code	Criteria Description	Points	Vendor Response <i>(DO NOT LIST PRICES IN THIS SECTION. UNIT PRICES AND TOTAL PRICES MUST BE FILLED IN ADJACENT TO THEIR LINE ITEMS.)</i>
12	Minimum Req	0	
18	Cost 100%	100	

**PREFERENCES**

Does your business qualify for the Alaska bidder preference?

Yes  No

Does your business qualify for the Alaska veteran preference?

Yes  No

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

**PROCUREMENT OFFICER:** James Sonnier

**TELEPHONE NUMBER:** (907)269-8687

**EMAIL:** jim.sonnier@alaska.gov

<b>Terms and Conditions</b>		
<b>No.</b>	<b>Name</b>	<b>Section</b>
001	Invitation to Bid	1

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## ITB 180000030

### I. STANDARD TERMS AND CONDITIONS:

#### A. INSTRUCTIONS TO BIDDERS:

**1. INVITATION TO BID (ITB) REVIEW:** Bidders shall carefully review this ITB for defects and questionable or objectionable material. Bidders' comments concerning defects and questionable or objectionable material in the ITB must be made in writing and received by the purchasing authority at least ten (10) days before the bid opening date. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective bid, upon which award cannot be made, and the resultant exposure of bidders' prices. Bidders' original comments should be sent to the purchasing authority listed on the front of this ITB.

**2. BID FORMS:** Bidders shall use this and attached forms in submitting bids. A photocopied bid may be submitted.

#### 3. SUBMITTING BIDS:

**a. SEALED BIDS:** Envelopes containing bids must be sealed, marked, and addressed to: **Department of Natural Resources, Division of Support Services, 550 W. 7<sup>th</sup> Avenue, Suite 1330, Anchorage, AK 99501.** Clearly annotate the ITB No.180000030 and the DEADLINE FOR RESPONSES DATE on the front of the envelope. **DO NOT** put the ITB number and Deadline for Responses date on the envelope of a **request for bid information.** Envelopes with ITB numbers annotated on the outside will not be opened until the scheduled date and time.

**b. ELECTRONIC BID SUBMISSION:** Bids may be emailed to [dnr.ssd.procurement@alaska.gov](mailto:dnr.ssd.procurement@alaska.gov), must be received in their entirety no later than the date and time listed on page one of this ITB as the deadline for responses, and must contain the ITB number in the subject line of the email. Emailed bids must be submitted as an attachment in PDF format. Please note that the maximum size of a single email (including all text and attachments) that can be received by the state is 20mb (megabytes). If the email containing the bid exceeds this size, the bid must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above. The state is not responsible for unreadable, corrupt, or missing attachments or for delays in transmission between the sender and DNR Procurement. It is the bidder's responsibility to contact the issuing office at (907) 269-8687 to confirm that the bid has been received. Failure to follow the above instructions may result in the bid being found non-responsive and rejected.

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**c. FAX BID SUBMISSION:** Bids may be faxed to (907) 269-8909 and must be received in their entirety no later than the date and time listed on page one of this ITB as the Deadline for Responses. It is the bidder's responsibility to contact the issuing office at (907) 269-8687 to make arrangements prior to faxing the bid and to confirm that the bid has been received. The State is not responsible for incomplete or unreadable bids or for delays between the sender and DNR Procurement. Failure to follow the above instructions may result in the bid being found non-responsive and rejected.

**4. PRICES:** The bidder shall state prices in the units of issue on this ITB. Prices quoted 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 quoted for services must be quoted 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. Prices quoted in bids must be exclusive of federal, state, and local taxes. If the bidder believes that certain taxes are payable by the State, the bidder may list such taxes separately, directly below the bid price for the affected item. The State is exempt from Federal Excise Tax except the following:

- Coal - Internal Revenue Code of 1986 (IRC), Section 4121 - on the purchase of coal;
- "Gas Guzzler" - IRC, Section 4064 - on the purchase of low m.p.g. automobiles, except that police and other emergency type vehicles are not subject to the tax;
- Air Cargo - IRC, Section 4271 - on the purchase of property transportation services by air;
- Air Passenger - IRC, Section 4261 - on the purchase of passenger transportation services by air carriers.
- Leaking Underground Storage Tank Trust Fund Tax (LUST) - IRC, Section 4081 - on the purchase of Aviation gasoline, Diesel Fuel, Gasoline, and Kerosene.

**5. VENDOR TAX ID NUMBER:** If goods or services procured through this ITB are of a type that is required to be included on a Miscellaneous Tax Statement, as described in the Internal Revenue Code, a valid tax identification number must be provided to the State of Alaska before payment will be made.

**6. FILING A PROTEST:** A bidder may protest the award of a contract or the proposed award of a contract for supplies, services, or professional services. The protest must be filed in writing and include the following information: (1) the name, address, and telephone number of the protester; (2) the signature of the protester or the protester's representative; (3) identification of the contracting agency and the solicitation or contract at issue; (4) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and (5) the form of relief requested. Protests

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will be treated in accordance with Alaska Statutes (AS) 36.30.560-36.30.610.

**B. CONDITIONS:**

1. **AUTHORITY:** This ITB is written in accordance with AS 36.30 and 2 AAC 12.
  
2. **COMPLIANCE:** In the performance of a contract that results from this ITB, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws; be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and borough taxes.
  
3. **SUITABLE MATERIALS, ETC.:** Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.
  
4. **SPECIFICATIONS:** Unless otherwise specified in the ITB, product brand names or model numbers specified in this ITB are examples of the type and quality of product required, and are not statements of preference. If the specifications describing an item conflict with a brand name or model number describing the item, the specifications govern. Reference to brand name or number does not preclude an offer of a comparable or better product, if full specifications and descriptive literature are provided for the product. Failure to provide such specifications and descriptive literature may be cause for rejection of the offer.
  
5. **FIRM OFFER:** For the purpose of award, offers made in accordance with this ITB must be good and firm for a period of ninety (90) days from the date of bid opening.
  
6. **EXTENSION OF PRICES:** In case of error in the extension of prices in the bid, the unit prices will govern; in a lot bid, the lot prices will govern.
  
7. **BID PREPARATION COSTS:** The State is not liable for any costs incurred by the bidder in bid preparation.
  
8. **CONSOLIDATION OF AWARDS:** Due to high administrative costs associated with processing of purchase orders, a single low bid of \$50 or less may, at the discretion of the State, be awarded to the next low bidder receiving other awards for consolidation purposes. This paragraph is not subject to the protest terms enumerated in "INSTRUCTION TO BIDDERS", "FILING A PROTEST" above.
  
9. **CONTRACT FUNDING:** Bidders are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for

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succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.

**10. CONFLICT OF INTEREST:** An officer or employee of the State of Alaska may not seek to acquire, be a party to, or possess a financial interest in, this contract if (1) the officer or employee is an employee of the administrative unit that supervises the award of this contract; or (2) the officer or employee has the power to take or withhold official action so as to affect the award or execution of the contract.

**11. ASSIGNMENT(S):** Assignment of rights, duties, or payments under a contract resulting from this ITB is not permitted unless authorized in writing by the procurement officer of the contracting agency. Bids that are conditioned upon the State's approval of an assignment will be rejected as nonresponsive.

**12. SUBCONTRACTOR(S):** Not allowed for this ITB.

**13. FORCE MAJEURE (Impossibility to perform):** The parties to a contract resulting from this ITB are not liable for the consequences of any failure to perform, or default in performing, any of its obligations under the contract, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this ITB, 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.

**14. LATE BIDS:** Late bids are bids received after the time and date set for receipt of the bids. Late bids will not be accepted.

**15. CONTRACT EXTENSION:** Unless otherwise provided in this ITB, the State and the successful bidder/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. 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

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contractor responsible for any resulting excess cost and may seek other remedies under law or equity.

**17. DISPUTES:** If a contractor has a claim arising in connection with a contract resulting from this ITB that it cannot resolve with the State by mutual agreement, it shall pursue a claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.

**18. CONSUMER ELECTRICAL PRODUCT:** AS 45.45.910 requires that "...a person may not sell, offer to sell, or otherwise transfer in the course of the person's business a consumer electrical product that is manufactured after August 14, 1990, unless the product is clearly marked as being listed by an approved third party certification program." Electrical consumer products manufactured before August 14, 1990, must either be clearly marked as being third party certified or be marked with a warning label that complies with AS 45.45.910(e). Even exempted electrical products must be marked with the warning label. By signature on this bid the bidder certifies that the product offered is in compliance with the law. A list of approved third party certifiers, warning labels and additional information is available from: Department of Labor and Workforce Development, Labor Standards & Safety Division, Mechanical Inspection Section, P.O. Box 107020, Anchorage, Alaska 99510-7020, (907)269-4925.

**19. 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.

**20. GOVERNING LAW; FORUM SELECTION:** A contract resulting from this ITB is governed by the laws of the State of Alaska. To the extent not otherwise governed by section 17 of these Standard Terms and Conditions, any claim concerning the contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

### **C. SPECIAL CONDITIONS:**

**1. ORDER DOCUMENTS:** Except as specifically allowed under this ITB, an ordering agency will not sign any vendor contract. The State is not bound by a vendor contract signed by a person who is not specifically authorized to sign for the State under this ITB. The State of Alaska Purchase Order, Contract Award and Delivery Order are the only order documents that may be used to place orders against the contract(s) resulting from this ITB.

**2. BILLING INSTRUCTIONS:** Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order, not to the

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Division of General Services. The ordering agency will make payment after it receives the merchandise or service and the invoice. Questions concerning payment must be addressed to the ordering agency.

**3. CONTINUING OBLIGATION OF CONTRACTOR:** Notwithstanding the expiration date of a contract resulting from this ITB, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.

**D. PREFERENCES:**

**1. ALASKA BIDDER PREFERENCE:** Award will be made to the lowest responsive and responsible bidder after an Alaska bidder preference of five percent (5%) has been applied. The preference will be given to a person who: (1) holds a current Alaska business license at the time designated in the invitation to bid for bid opening; (2) submits a bid for goods or services under the name on the Alaska business license; (3) has maintained a place of business within the state staffed by the bidder, or an employee of the bidder, for a period of six months immediately preceding the date of the bid; (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 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. AS 36.30.170, AS 36.30.321(a) and AS 36.30.990(2).

**2. ALASKA VETERAN PREFERENCE:** If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990(2) and is a qualifying entity as defined in AS 36.30.321(f), they will be awarded an Alaska veteran preference of five percent (5%). The preference will be given to a (1) sole proprietorship owned by an Alaska veteran; (2) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans; (3) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or (4) corporation that is wholly owned by individuals and a majority of the individuals are Alaska veterans, and may not exceed \$5,000. The bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other governments, or the general public - AS 36.30.321(i).

**3. USE OF LOCAL FOREST PRODUCTS:** Not applicable to this ITB.

**4. LOCAL AGRICULTURAL AND FISHERIES PRODUCTS PREFERENCE:** Not

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applicable to this ITB.

**5. ALASKA PRODUCT PREFERENCE:** Not applicable for this ITB.

**6. EMPLOYMENT PROGRAM PREFERENCE:** If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990(2), and is offering goods or services through an employment program as defined under 36.30.990(12), they will be awarded an Employment Program Preference of fifteen percent (15%) in accordance with AS 36.30.321(b).

**7. ALASKANS WITH DISABILITIES PREFERENCE:** If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990(2), and is a qualifying entity as defined in AS 36.30.321(d), they will be awarded an Alaskans with Disabilities Preference of ten percent (10%) in accordance with AS 36.30.321(d). A bidder may not receive both an Employment Program Preference and an Alaskans with Disabilities Preference.

**8. PREFERENCE QUALIFICATION LETTER:** Regarding preferences 6 and 7 above, the Division of Vocational Rehabilitation in the Department of Labor and Workforce Development maintains lists of Alaskan; [1] employment programs that qualify for preference, and [2] individuals who qualify for preference as Alaskan's with disabilities. In accordance with AS 36.30.321(i), in order to qualify for one of these preferences, a bidder must add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, a bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public. As evidence of an individual's or a business' right to a certain preference, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the preferences 6 or 7 above, an individual or business must be on the appropriate Division of Vocational Rehabilitation list at the time the bid is opened, and must attach a copy of their certification letter to their bid. The bidder's failure to provide this certification letter with their bid will cause the State to disallow the preference.

**E. ADDITIONAL TERMS, CONDITIONS, AND SPECIFICATIONS:**

**1. BID CLOSING, PUBLIC BID OPENING, AND CONTACT INFORMATION:**

**a. Bid Closing Date and Time.** The current Bid Closing Date and Time for this ITB is specified on page 1 of the ITB. This date and time are subject to change. Changes will be identified in an amendment to the ITB and an update to the IRIS VSS and State of Alaska Online Public Notice website postings.

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**b. Public Bid Opening Date and Time.** The current Public Bid Opening Date and Time for this ITB is 2:15 p.m. on the date set as the Deadline for Responses. The Public Bid Opening will be held in the Denali Conference Room, Suite 1330, located in the Atwood Building at 550 W. 7<sup>th</sup> Avenue, Anchorage, Alaska unless otherwise specified in this ITB. The Public Bid Opening date and time are subject to change. Changes will be identified in an amendment to the ITB and an update to the IRIS VSS and State of Alaska Online Public Notice website postings.

**c. Contact Information.** Contact information for the DNR Procurement Section:

Name: Jim Sonnier

Telephone: 907-269-8687

Fax: 907-269-8909

Email: [dnr.ssd.procurement@alaska.gov](mailto:dnr.ssd.procurement@alaska.gov)

Physical and Mailing Address: 550 W. 7<sup>th</sup> Avenue, Suite 1330, Anchorage, Alaska, 99501.

**2. ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES:** Prior to the award of a contract, a bidder 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 Alaskans with Disabilities preference, a bidder must hold a valid Alaska business license at the time designated for bid opening. Bidders 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 bidder possesses a valid Alaska business license may consist of any one of the following:

- copy of an Alaska business license;
- certification on the bid that the bidder has a valid Alaska business license and has included the license number in the bid (see front page);
- a canceled check for the Alaska business license fee;
- a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- a sworn and notarized statement that the bidder has applied and paid for the Alaska business license.

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

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- 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.

At the time designated for bid opening, all bidders must hold any other necessary applicable professional licenses required by Alaska Statute.

**3. ALASKA BIDDER PREFERENCE:** An Alaska Bidder Preference of five percent will be applied prior to evaluation. The preference will be given to a bidder who:

- (1) holds a current Alaska business license at the time designated for bid opening;
- (2) submits a proposal for goods or services under the name appearing on the bidder's current Alaska business license;
- (3) has maintained a place of business within the state staffed by the bidder, or an employee of the bidder, for a period of six months immediately preceding the date of the bid;
- (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 Statement**

In order to receive the Alaska Bidder Preference, the bid must also include a statement certifying that the bidder is eligible to receive the Alaska Bidder Preference.

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

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

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**4. BIDDERS WITH DISABILITIES:** The State of Alaska complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to participate in this procurement should contact the DNR Procurement Section at one of the following numbers no later than 10 calendar days prior to the Deadline for Responses to make any necessary arrangements.

Telephone: (907) 269-8666 or 269-8687

Fax: (907) 269-8909

TDD: (907) 269-8411

Email [dnr.ssd.procurement@alaska.gov](mailto:dnr.ssd.procurement@alaska.gov)

**5. COMPLIANCE WITH ADA:** By signature of their bid the bidder certifies that they comply with the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government. Services or activities furnished to the general public on behalf of the state must be fully accessible. This is intended to ensure that agencies are in accordance with 28 CFR Part 35 Section 35.130 and that services, programs or activities furnished to the public through a contract do not subject qualified individuals with a disability to discrimination based on the disability.

**6. Preference Qualification:** In order to qualify for an Alaska Veterans Preference, Employment Program Preference, or Alaskans with Disabilities Preference, a bidder must add value by actually performing, controlling, managing, and supervising the services provided, or a bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

**7. CONTRACT PERFORMANCE LOCATION:** By signature on their bid, the bidder certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States.

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

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

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

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**8. HUMAN TRAFFICKING:** By signature on their bid, the bidder certifies that the bidder 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 bid as non-responsive, or cancel the contract

**9. CONTRACT INTENT:** This Invitation to Bid (ITB) is intended to result in the contracting of catering and camp manager services for the Mental Health Trust Land Office at Icy Cape, Alaska during the 2018 field season. A maximum of two contracts may be awarded from this ITB. Review the Specifications section of this ITB for more information.

**10. PRE-BID CONFERENCE:** There will be a NON-MANDATORY pre-bid conference on January 4, 2018, beginning at 2:00 p.m. in the TLO Conference Room located at the Mental Health Trust Land Office building at 2600 Cordova Street, Anchorage, Alaska. Adequate parking is available at this location. The conference may take several hours depending on the length of discussion of individual provisions. Participants should read the ITB and come to the meeting prepared to discuss any concerns.

Questions and answers will be transcribed and sent to prospective bidders in an amendment to the ITB as soon as possible after the meeting.

The conference will be teleconferenced. The teleconference call in number and access (pass) code will be provided to those who register with the DNR Procurement Officer for this ITB.

Bidders 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.

**11. NOTICE OF INTENT TO AWARD:** After the responses to this ITB have been opened and evaluated, a tabulation of the bids will be prepared. This tabulation, called a Notice of Intent to Award, serves two purposes. It lists the name of each company or person that offered a bid and the price they bid. It also provides notice of the state's intent to award a contract(s) to the bidder(s) indicated. A copy of the Notice of Intent will

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be mailed to each company or person who responded to the ITB. Bidders identified as the apparent low responsive bidders are instructed not to proceed until a Purchase Order, Contract Award, Lease, or some other form of written notice is given by the Procurement Officer. A company or person who proceeds prior to receiving a Purchase Order, Contract Award, Lease, or some other form of written notice from the Procurement Officer does so without a contract and at their own risk.

**12. PAYMENT FOR STATE PURCHASES:** Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to a state agency, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement that establishes a lower interest rate or precludes the charging of interest.

**13. Prompt Payment For State Purchases:** Bidder is to specify within the space provided on the Bid Schedule the percentage discount they will offer to the State for prompt payment of invoices. The state wishes to receive a 5% discount for all invoices paid within 15 business days from the date of receipt of the commodities or services and/or a correct invoice, whichever is later. The discount shall be taken on the full invoice amount. The state shall consider payment being made as either the date a printed warrant is issued or the date an electronic funds transfer (EFT) is initiated.

**14. CONTRACT ADMINISTRATION:** The administration of this contract is the responsibility of Procurement Specialists assigned to the Department of Natural Resources, Support Services, Procurement Section. The Trust Land Office (TLO) Project Manager will be identified in the contract(s) resulting from this ITB.

**15. 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

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the contractor's work.

**16. 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 Procurement Officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

Proof of insurance is required for the following:

**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.

**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.

**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.

Failure to supply satisfactory proof of insurance within the time required will cause the state to declare the bidder non-responsible and to reject the bid.

**17. SUPPORTING INFORMATION:** The state strongly desires that bidders submit all required technical, specification, and other supporting information with their bid, so that a detailed analysis and determination can be made by the Procurement Officer that the service offered meets the ITB specifications and that other requirements of the ITB have been met. However, provided a bid meets the requirements for a definite, firm, unqualified, and unconditional offer, the state reserves the right to request supplemental

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information from the bidder, after the bids have been opened, to ensure that the services offered completely meet the ITB requirements. The requirement for such supplemental information will be at the reasonable discretion of the state.

A bidder's failure to provide this supplemental information within the time set by the state will cause the state to consider the offer non-responsive and reject the bid.

**18. FIRM, UNQUALIFIED AND UNCONDITIONAL OFFER:** Bidders must provide enough information with their bid to constitute a definite, firm, unqualified and unconditional offer. To be responsive a bid must constitute a definite, firm, unqualified and unconditional offer to meet all of the material terms of the ITB. Material terms are those that could affect the price, quantity, quality, or delivery. Also included as material terms are those which are clearly identified in the ITB and which, for reasons of policy, must be complied with at risk of bid rejection for non-responsiveness.

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

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the state or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines (i) 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 (ii) 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 re

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quired 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.

**20. CONTRACT PERIOD:** From date of award, approximately February 5, 2018, through September 30, 2018.

**21. FIELD SEASON PERIOD OF PERFORMANCE:** The 2018 Field Season period of performance will be from approximately May 29, 2018 through approximately August 5, 2018. This period may be extended on a daily basis through August 31, 2018 at the sole discretion of the State.

**22. CONTRACT PRICES:** Contract prices are to remain firm through the duration the contract(s) and any extensions of the contract(s). Renewals are to be exercised solely by the state.

**23. PRICE DECREASES:** During the period of the contract all price decreases experienced by the contractor must be passed on to the state. A contractor's failure to strictly and faithfully adhere to this clause, within the time required, will be considered in breach of contract.

**24. ALTERATIONS:** The contractor must obtain the written approval from the Procurement Officer prior to making any alterations to the specifications contained in this ITB. The state will not pay for alterations that are not approved in advance and in writing by the Procurement Officer.

**25. INVOICES:** The contractor(s) must submit monthly itemized invoices directly to

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the ordering agency's address shown on the individual contract. The ordering agency will only make payment after it receives service and the invoice. All payments will be NET 30 days. Questions concerning payment must be addressed to the ordering agency.

**26. THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED:** Because of the additional administrative and accounting time required of state agencies when third party financing agreements are permitted, they will not be allowed under this contract.

**27. CONTINUING OBLIGATION OF CONTRACTOR:** Regardless of the terms and conditions of any third-party financing agreement, the contractor agrees that none of its responsibilities under this contract are transferable and that the contractor alone will continue to be solely responsible until the expiration date of the contract. Such responsibilities include, but are not limited to, the provision of equipment, training, warranty service, maintenance, parts and the provision of consumable supplies. By signature on the face page of this ITB the bidder acknowledges this requirement and indicates unconditional acceptance of this continuing obligation clause.

**28. QUANTITIES:** The quantities referenced in this ITB are sample representative lots and are only for the purpose of evaluation. The state does not guarantee any minimum or maximum services to be required or dollar amount to be spent under any contract resulting from this ITB.

**29. WORKMANSHIP & MATERIALS:** All work must be performed in a thorough and workmanlike manner and in accordance with current industry practices. The contractor will be held responsible for the quality of the service.

**30. CONTRACT CANCELLATION:** The state reserves the right to cancel the contract at its convenience upon 30 calendar days written notice to the contractor. The state is liable only for payment in accordance with the payment provisions of this contract for services or supplies provided before the effective date of termination.

**31. METHOD OF AWARD:** Award will be made BY LOT based on Total Contract Cost for the Lot to the lowest responsive and responsible bidder after application of State of Alaska preferences. There are two lots shown on the Bid Schedule and bidders may bid on one or more lot as desired. In order to be considered responsive for a lot, bidders must bid complete all items shown on the Bid Schedule for that lot.

**32. QUESTIONS:** Questions concerning this ITB or the contents therein must be in writing and submitted to the DNR Procurement Office via fax to 907-269-8909 or via email to [dnr.ssd.procurement@alaska.gov](mailto:dnr.ssd.procurement@alaska.gov). The interested party must confirm

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telephone conversations in writing.

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

**33. ENROLLMENT IN IRIS:** Bidders will be required to be enrolled in the State of Alaska’s Integrated Resource Information System (IRIS) database prior to award of a contract resulting from this ITB. Enrollment can be done online at the following link: <http://doa.alaska.gov/dof/iris/vendor.html>. Bidders who are not enrolled prior to award of a contract will be notified by DNR Procurement. Failure of a bidder to enroll in the IRIS database will delay award of the contract and may delay issuance of Resource Orders or Delivery Orders for contract work.

**F. SPECIFICATIONS:**

**1. Lot 1, Camp Caterer.** The Trust Land Office (TLO) is seeking a company to provide catering services, including a field cook, for a field camp on Alaska Mental Health Trust land located at Icy Cape (75 miles northwest of Yakutat). The camp will support a remote mineral exploration program. There is no infrastructure at the camp like that normally found on the North Slope.

Project operations are scheduled to begin on June 1, 2018. The duration of the service requested is from May 29, 2018 until the end of the scheduled work day on August 5, 2018; a total of 69 days. Based on the needs of the state, this period may be extended on a daily basis through August 31, 2018 at the discretion of the state. If extended, cost will be paid at the unit cost per day accepted in the successful bid.

Catering will be for a maximum of 24 people per day. Tent camp facilities include a kitchen with pots and pans, three refrigerators, two freezers and non-refrigerated pantry. A charter barge will leave Ketchikan for Icy Cape at the end of April 2018. All non-perishable products to include dry goods, canned foods, juices, bottled water, sodas etc. should be delivered to Ketchikan by April 25 to guarantee delivery by barge to Icy Cape. All perishable fresh supplies and consumables will have to be flown to Yakutat and from there via charter flight to Icy Cape. Charter flights from Yakutat to Icy Cape will be the TLO’s responsibility.

Limited cold storage space is available at the camp. Food order delivery is to be on a schedule commensurate with the consumption of food and storage capacity of the camp. The contractor will coordinate food order deliveries with the TLO Project

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Manager.

The camp kitchen is equipped with silverware, plates, glasses, cups, etc. At their sole discretion the successful contractor may provide paper plates, cups, and plastic spoons/forks/knives for consumption of meals instead of being required to wash and dry dishes and silverware after the meal.

The contractor is encouraged to provide Alaska Grown products whenever possible. A list of Alaska Grown products can be found in the latest version of the Alaska Grown Source Book on the Department of Natural Resources, Division of Agriculture's website [http://dnr.alaska.gov/ag/ag\\_AKGrown.htm](http://dnr.alaska.gov/ag/ag_AKGrown.htm).

**Contractor Responsibilities.** The contractor will be required to provide:

- Catering services from May 29 to August 5, 2018; and
- An experienced field camp cook for the field season duration.

**Cook Responsibilities.** The camp cook's responsibilities include but are not limited to:

- Plan, prepare, execute and oversee the preparation of meals for the exploration camp staff and visitors (24 people);
- Conduct themselves in a professional manner at all times;
- Responds to client and staff inquiries and requests;
- Address complaints and resolve problems involving food related items professionally and diplomatically;
- Ensure quality, quantity and palatability of food served daily;
- Prepare and cook breakfast, lunch (spike table) and dinner daily;
- Bake daily sweets such as pies, cakes, cookies and squares;
- Provide candy, snacks, sodas, bottled water and juices;
- Assess client needs and prepare bagged lunches for offsite consumption;
- Ensure food safety standards are met and maintained at all times;

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- Ensure workspace and kitchen is clean and sanitized at all times;
- Provide toilet paper, rolls of paper towels, laundry soap, liquid hand soap, etc. for a 24 man camp. There are no paper towel dispensers in the camp but the staff prefers continuous roll towels instead of C-fold. The hand soap dispensers are liquid bottle type so the contractor will need to provide liquid hand soap to refill these containers.;
- Maintain inventory and records of food, supplies and equipment;
- Complete weekly inventory of all food stock;
- Place food orders as needed to keep costs within budget considering the current inventory and the upcoming menus;
- Calculate the amount of food needed for the client for a specific time period;
- Unpack and store food stock in refrigerators, freezers and other food storage areas;
- Communicate with off-site catering service company; and
- Keep daily meal record of all meals served.

Daily operations of the camp caterer will be supervised by the contracted camp manager with overall supervision exercised by the TLO Project Manager.

**Experience.** The cook must have at least three (3) years experience in operating remote field kitchens and have current First Aid/CPR certifications. Include a brief resume outlining the cook's experience and certifications with your bid.

**Wages.** Davis Bacon wages will not apply to this service. The contractor will be expected to comply with any and all federal, state, or local wage requirements applicable to this type of work.

**Travel.**

The contractor will be responsible for booking all round trip travel, meals, and lodging between their home location and Yakutat, Alaska. Contractor staff to arrive in Yakutat no earlier than May 28th for transport to Icy Cape on May 29th; departure of Contractor staff from Icy Cape to Yakutat is anticipated to be August 6, 2018. Exact travel information will be provided to the contractor when it is known by TLO.

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Contractor staff must be prepared to stay at Icy Cape for the entire field season, including any extensions to the field period. For 2018 this is expected to be approximately May 29, 2018 through approximately August 5, 2018. Return travel of staff from Icy Cape to the Contractor's home base for emergency or medical reasons may be paid by the TLO at the discretion of the TLO Project Manager. Return travel of staff from Icy Cape to the Contractor's home base for disciplinary or other reasons will be at the Contractor's sole expense.

Cost of round trip travel, lodging, and meals to and from Yakutat is to be included in the space provided on the Bid Schedule for Lot 1.

The State will reimburse travel in accordance with the state travel policies as provided in Alaska Administrative Manual (AAM) 60 – Travel. This manual allows reimbursement for coach airfare, actual lodging cost, and meal and incidental expenses allowable rates. Contractor will use good faith and diligent effort to minimize such expenses. Contractor will not bill the state for personnel time in travel status. Lodging costs will be at cost as invoiced without any additional contractor mark-ups, fees, etc. Contractor shall whenever possible utilize moderately priced lodging comparable to those for state employees. Meals shall be limited to the same maximum allowed for state employees according the AAM 60 – Travel, which is \$60 per day. No reimbursement shall be made for alcoholic beverages, entertainment, or what might be otherwise considered normal living expenses. Contractor must provide all receipts including but not limited to airfare itinerary, lodging invoices, meals, and any car rental or cab fare with their invoice. Failure to provide required receipts may result in unavoidable reimbursement delays.

**On-Site Facilities.** On-site lodging, restroom, and dining facilities at Icy Cape will be provided by the Trust Land Office. The types of facilities are primarily tents. A list of equipment is attached to this ITB for reference use by the bidder.

**Budget.** The State estimates a cost between \$70,000 and \$80,000 to provide required services. This includes the cost of wages, perishable and non-perishable food and drinks, overhead, expenses, profit, toilet paper, paper towels, laundry and hand soap, and any other costs or expenses associated with providing required services. Bids offered for this lot in excess of \$85,000 may be considered non-responsive and may be rejected.

## **2. Lot 2, Camp Manager.**

The camp manager will be responsible for management and maintenance of an exploration tent camp at Icy Cape, 75 miles northwest of Yakutat. Project operations are

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scheduled to begin on June 1, 2018.

The duration of the service for the camp manager is from May 29, 2018 through the end of the workday on August 5, 2018; an estimated total of 69 days. Based on the needs of the state, this period may be extended on a daily basis through August 31, 2018 at the discretion of the state. If extended, cost will be paid at the unit cost per day accepted in the successful bid.

The successful contractor will be responsible for “handy-man” type operator maintenance and minor, simple, repairs of camp systems, vehicles, and equipment. This includes not only the items on the list attached to this ITB but also: a 5,000 gallon diesel fuel tank; a 1500 gallon gasoline fuel tank; approximately 20 fuel tanks for tent heaters; approximately 20 Toyo stove tent heaters; 2 x 1,500 gallon water tanks; a water purification system; water pumps; 1 each 12kw Northern Lights diesel generator; 3 each 5kw Generac gasoline powered generators; 3 each 2016 Honda Rancher ATVs; 3 each Ford F250 pick-up trucks; a 10,000 gallon septic tank; an incinerator (to be purchased before start of the field season); a washing machine; a dryer; and an on-demand water heater. Work is to be performed independently within established policies and procedures under the general direction of the TLO Project Manager.

Tools and materials needed for maintenance/repairs will be provided by the TLO. At their sole discretion the camp manager may bring their own tools, however the TLO will not be responsible for loss of these tools.

Duties and responsibilities include but are not limited to:

- Maintain and repair camp systems including electrical supply, water supply and disposal, solid waste disposal, water treatment and other camp facilities and equipment;
- Check fuel tanks on a daily basis and transfer fuel as necessary;
- Collect and burn trash on an as-needed basis;
- Supervise caterer and dining facility operation;
- Conduct and maintain inventory and order non-edible supplies;
- Prepare weekly reports for the TLO Project Manager on all goods received and issued as well as weekly fuel, inventory supplies;
- In consultation with the TLO Project Manager coordinate flight schedules between Icy

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Cape and Yakutat;

- Clean laundry, shower and bathroom facilities daily;
- Ensure that the working environment is of a satisfactory and hygienic standard;
- Ensure a safe and healthy work environment;
- Communicate with on and off-site management team;
- Resolve mechanical problems professionally;
- Respond to client and staff inquiries and requests;
- Welcome visitors on tour of the location, ensure proper hospitality, and provide a safety briefing; and
- Conduct themselves in a professional manner at all times.
- Perform other duties as assigned by the TLO Project Manager such as assisting with core retrieval from the field and assisting in sample preparation.

**Contractor Responsibilities.** The contractor will be required to provide:

- On-site Camp Manager services from May 29 to August 5, 2018; and
- An experienced field camp manager for the field season duration.

**Experience.** The camp manager must have at least three (3) years experience in operating remote field camps to include performing general maintenance on equipment normally found at the camp, and have current First Aid/CPR certifications. Include a brief resume outlining the manager's experience and certifications with your bid.

**Wages.** Davis Bacon wages will not apply to this service. The contractor will be expected to comply with any and all federal, state, or local wage requirements applicable to this type of work.

**Travel.**

The contractor will be responsible for booking all round trip travel, meals, and lodging between their home location and Yakutat, Alaska. Contractor staff to arrive in Yakutat

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no earlier than May 28th for transport to Icy Cape on May 29th; departure of Contractor staff from Icy Cape to Yakutat is anticipated to be August 6, 2018. Exact travel information will be provided to the contractor when it is known by TLO.

Contractor staff must be prepared to stay at Icy Cape for the entire field season, including any extensions to the field period. For 2018 this is expected to be approximately May 29, 2018 through approximately August 5, 2018. Return travel of staff from Icy Cape to the Contractor’s home base for emergency or medical reasons may be paid by the TLO at the discretion of the TLO Project Manager. Return travel of staff from Icy Cape to the Contractor’s home base for disciplinary or other reasons will be at the Contractor’s sole expense.

Cost of round trip travel, lodging, and meals to and from Yakutat is to be included in the space provided on the Bid Schedule for Lot 2.

The State will reimburse travel in accordance with the state travel policies as provided in Alaska Administrative Manual (AAM) 60 – Travel. This manual allows reimbursement for coach airfare, actual lodging cost, and meal and incidental expenses allowable rates. Contractor will use good faith and diligent effort to minimize such expenses. Contractor will not bill the state for personnel time in travel status. Lodging costs will be at cost as invoiced without any additional contractor mark-ups, fees, etc. Contractor shall whenever possible utilize moderately priced lodging comparable to those for state employees. Meals shall be limited to the same maximum allowed for state employees according the AAM 60 – Travel, which is \$60 per day. No reimbursement shall be made for alcoholic beverages, entertainment, or what might be otherwise considered normal living expenses. Contractor must provide all receipts including but not limited to airfare itinerary, lodging invoices, meals, and any car rental or cab fare with their invoice. Failure to provide required receipts may result in unavoidable reimbursement delays.

**On-Site Facilities.** On-site lodging, restroom, and dining facilities at Icy Cape will be provided by the Trust Land Office. The types of facilities are primarily tents. A list of equipment is attached to this ITB for reference use by the bidder.

**Budget.** The State estimates a cost between \$250 and \$300 per day, or \$18,000 to \$21,000 for the 2018 field season, to provide required services. This includes the cost of wages, overhead, expenses, profit, and any other costs or expenses associated with providing required services. Bids offered for this lot in excess of \$25,000 may be considered non-responsive and may be rejected.

3. The State desires that one contractor provide services for both lots. However, award will be made BY LOT, so bidders may bid on one or both lots as desired.

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**G. BID SCHEDULE, PREFERENCE CERTIFICATION, PROMPT PAYMENT DISCOUNT, AND AMENDMENT ACKNOWLEDGEMENT:**

The Bid Schedule with Preference Certification, Prompt Payment Discount, and Amendment Acknowledgement will be attached separately to this ITB. Bidders must complete all items shown on the Bid Schedule and provide required resumes and certifications for the lot(s) they are bidding for their bid to be considered responsive. Costs offered must be inclusive of all costs to provide required services to include but not limited to wages, overhead, expenses, profit, and any other costs or expenses.

**H. BIDDER'S CHECKLIST:**

This checklist is provided as a courtesy to prospective bidders. While every effort has been made to ensure this checklist is complete, it is still the bidder's responsibility to make sure they comply with all requirements of this ITB. Items shown below must be included with your bid. Failure to submit these items may cause the State to reject your bid as being non-responsive.

1. A completed Page 1 of this ITB with Vendor Information and Authorized Agent signature. If you do not know the Vendor # in the Vendor block, leave it blank. Bidders will not be penalized for not entering the Vendor # in this block.
2. A completed Bid Schedule with Bidder Information, Preference Certification, Amendment Acknowledgement, and resumes/certifications for the lot(s) you are bidding;
3. A signed copy of any Mandatory Return amendment(s) issued for this ITB **OR** entering the amendment number(s) in the applicable block on the Bid Schedule;
4. If applicable; a copy of the bidder's DD214 with Social Security or serial number, date of birth, and other Privacy Act information redacted out if claiming the Alaska Veteran's preference; and
5. If applicable, a copy of the certification letter issued by the Division of Vocational Rehabilitation with your bid if claiming the Employment Program or Alaskans with Disabilities preference. Failure to provide a copy of the certification letter with your bid will result in disallowance of the preference.

**[FOR STATE USE ONLY. THIS INVITATION TO BID COVERS RQS #180003665]**

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**APPENDIX A  
GENERAL CONDITIONS**

**1. Inspections and Reports:**

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

**2. Suitable Materials, Etc.:**

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

**3. Disputes:**

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

**4. Default:**

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

**5. No Assignment or Delegation:**

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

**6. No Additional Work or Material:**

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

**7. Independent Contractor:**

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

**8. Payment of Taxes:**

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

**9. Compliance:**

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

**10. Conflicting Provisions:**

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

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**11. Officials Not to Benefit:**

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

**12. Contract Prices:**

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

**13. Contract Funding:**

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

**14. Force Majeure:**

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

**15. Contract Extension:**

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

**16. Severability:**

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

**17. Continuing Obligation of Contractor:**

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

**18. Governing Law; Forum Selection**

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

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

**Article 1. Indemnification**

The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis.

“Contractor” and “Contracting agency”, as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term “independent negligence” is negligence other than in the Contracting agency’s selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor’s work.

**Article 2. Insurance**

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

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

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**ITB 180000030**

**BID SCHEDULE**

Bidders are to submit their bid using this Bid Schedule. There are two lots shown and bidders may bid on one or both lots as desired. Costs offered are to remain firm for the duration of the contract and are to include all costs associated with providing required services, to include but not limited to, wages, materials, supplies, overhead, and profit.

As stated in this ITB, the quantities shown are an estimate only and will be used only for award and evaluation purposes. Actual quantities may vary from this estimate. If the field period is extended, costs will be paid at the Unit Cost per day shown on the successful bid.

**1. LOT 1, CAMP CATERER.**

<b>Item No.</b>	<b>Description</b>	<b>Est. Qty.</b>	<b>Unit Cost</b>	<b>Extended Cost (est. qty. x unit cost)</b>
1.	<b>Cost to provide required services as specified within this ITB and any amendment(s) issued for the ITB</b>	69 days	\$ _____ per day	\$
2.	<b>Estimated travel, to include lodging and meals, from _____ (contractor's location) to Yakutat, AK</b>	2 trips	\$ _____ per trip	\$
3.	<b>Total Contract Cost, Lot 1 (sum of Extended Cost Items 1 and 2)</b>			\$
4.	<b>Company Name:</b>			
	Authorized Representative's Printed Name:			
	Authorized Representative's Signature:			
	Date Bid Schedule Signed:			
5.	Reminder: include resume and certification for the cook offered in response to this ITB with your bid.			

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**2. LOT 2, CAMP MANAGER.**

<b>Item No.</b>	<b>Description</b>	<b>Est. Qty.</b>	<b>Unit Cost</b>	<b>Extended Cost (est. qty. x unit cost)</b>
1.	<b>Cost to provide required services as specified within this ITB and any amendment(s) issued for the ITB</b>	69 days	\$ _____ per day	\$
2.	<b>Estimated travel, to include lodging and meals, from _____ (contractor's location) to Yakutat, AK</b>	2 trips	\$ _____ per trip	\$
3.	<b>Total Contract Cost, Lot 2 (sum of Extended Cost Items 1 and 2)</b>			\$
4.	<b>Company Name:</b>			
	Authorized Representative's Printed Name:			
	Authorized Representative's Signature:			
	Date Bid Schedule Signed:			
5.	Reminder: include resume and certification for the camp manager offered in response to this ITB with your bid.			

**2. PREFERENCE CERTIFICATION:**

<b>ITEM</b>	<b>QUESTION</b>	<b>YES</b>	<b>NO</b>
1.	Does your company qualify for the Alaska Bidder's Preference?		
2.	Does your company qualify for the Alaska Veteran's Preference? If yes, provide a copy of your DD 214 with your service/social security number, date of birth, and other Privacy Act protected information redacted or "inked" out.		
3.	Does your company qualify for the Alaskans with Disabilities preference? If yes, you must provide a copy of your certification letter issued by the Division of Vocational Rehabilitation to receive this preference.		
4.	Does your company qualify for the Employment Program Preference? If yes, you must provide a copy of your certification letter issued by the Division of Vocational Rehabilitation to receive this preference.		

**3. Prompt Payment Discount:** If invoices are paid within 15 days, the State will receive a \_\_\_\_\_% prompt payment discount as specified within this ITB.

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**4. AMENDMENT(S):** The bidder acknowledges receipt of the following amendment(s) issued for this ITB: \_\_\_\_\_.

**\*\*\*\*\*END OF BID SCHEDULE FOR ITB 180000030\*\*\*\*\***

## Icy Cape Camp Equipment:

### KITCHEN

16x'40' Weatherport Gable	1
Propane Range with Regulator	1
Refrigerator 15 Cu Foot	3
Freezer 15 cu Foot	2
Triple Basin Sink for Dishes	1
Eating Utensils per 24 man crew	1
Food Preparation Utensils and small Appliances	1
Oil Fired Stove TOYO 73	1
Food Prep Table 4' Stainless	2
6' Food serving Table	1
Sneeze Guard	1
Food Cart	1
Stainless Steel Storage Shelves	3
8 Foot Eating Tables	4
Folding Chairs Metal	24
20" Electric Fan	1
5# Fire Extinguishers	2
30 Gal. Trash Cans	2
Plumbing Supplies	1
Electrical Supplies	1
Fuel Oil Tank and Stand with Valve	1
Broom	1
100# Propane Bottles	8
20# Propane Bottles	2
BBQ Grill	1
Fatigue Mats	4
Door Mats	1

### LAUNDRY AREA, SHOWER, UTILITY

16'x30' Weatherport Gable w/Dividers	1
Laundry Sink Vanity	1
Vanity Sinks and counter top	3
Washing Machine -Top load	1
Propane Cloth Dryer	1
Diesel Fired Water Heater TOYO	1
Broom	1
Shower Units with Drip Trays	3
12'x10' Weatherport Gable with divider for toilets	1

Flush Toilets	2
Oil Fired Stove TOYO 30	3
Folding Chairs Poly	3
5# Fire Extinguishers	2
20" Electric Fan	2
30 Gal. Trash Cans	3
Plumbing Supplies	1
Water Pressure Tank only	1
Gray Water Discharge System	1
Electrical Supplies	1
Fuel Oil Tank and Stand with Valve	4
Bath, Hand Towels and Wash Cloth	25

**SLEEPING QUARTERS**

12'x10' Weatherport Gable	2
12'x20 Weatherport Tent Gable w/divider	6
Metal Bed or Cot	50
Foam Sleeping Pad or Mattress	50
Folding Chairs Metal	14
Sheets and Blankets	50
Pillows	50
Pillow Cases	100
Small Waste Baskets	14
Oil Fired Stove TOYO 30	14
Electrical Supplies	14
Fuel Oil Tank and Stand with Valve	14
5# Fire Extinguishers	14
Co2	14

**MISCELLANEOUS EQUIPMENT AND SUPPLIES**

6.5kw Honda Generator with Electric Panel	1
Spider Boxes	2
Spider Cord 100'	2
Spider Cord 50'	2
Spider Y	1
20' Conex	2