



STATE OF ALASKA

Department of Natural Resources

Request for Proposal

RFP 10 190000045 - 1

TITLE:

Fresh Food Boxes for the Division of Forestry

PURPOSE:

The Department of Natural Resources, Division of Forestry, is soliciting competitive proposals for a qualified contractor to provide Fresh Food Boxes on an as-needed basis to subsist remote fire fighters in the support of wildland fire suppression and other emergency responses. Review this RFP for more information.

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 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, fax to 907-269-8909, telephone at 907-269-8666 or 269-8687, or TDD at 907-269-8411 not later than 10 calendar days prior to the bid closing date to make necessary arrangements.

Date of Issue: February 13, 2019

Deadline for Receipt of Proposals: March 07, 2019 14:00:00

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

PROCUREMENT OFFICER: James Sonnier
TELEPHONE NUMBER: (907)269-8687
EMAIL: jim.sonnier@alaska.gov

BID RECEIVING LOCATION:
Support Services ANC Admin
Attn: Procurement
550 West 7th Avenue
Anchorage, AK 99501-3564

PREFERENCES

Does your business qualify for the Alaska bidder preference?

☐

Yes

☐

No

Does your business qualify for the Alaska veteran preference?

☐

Yes

☐

No

PROPOSAL SCHEDULE

Event Date	Event Description
03/07/19	Proposals Due; 2:00 p.m.

LINE ITEMS

Line No.	Description	Quantity	Unit	Unit Cost
1	Fresh Food Boxes for the Division of Forestry			
Start Date	End Date	Delivery Date	F.O.B. Point	Extended Line Total
04/10/19	02/28/20			

Extended Description:

Fresh food boxes for Division of Forestry as specified within this RFP.

DO NOT ENTER COST ON THIS LINE. ENTER COST ONLY ON THE QUOTE SCHEDULE ATTACHED TO THIS RFP.

EVALUATION CRITERIA

<i>The following criteria will be used when determining the award of this solicitation</i>			
Code	Criteria Description	Points	Vendor Response (DO NOT LIST PRICES IN THIS SECTION. UNIT PRICES AND TOTAL PRICES MUST BE FILLED IN ADJACENT TO THEIR LINE ITEMS.)
5	Understanding	10	
2	Facility	10	
1	Experience	20	
	Cost	60	

Terms and Conditions		
No.	Name	Section
004	Request for Proposals	

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RFP 190000045

1. INTRODUCTION AND INSTRUCTIONS

1.01 Purpose of the RFP

The Department of Natural Resources (DNR), Division of Forestry (DOF), is soliciting competitive proposals for a qualified contractor to provide Fresh Food Boxes on an as-needed basis to subsist remote fire fighters in the support of wildland fire suppression and other emergency responses. A more detailed description including the Scope of Work can be found in Section 3 of this RFP.

1.02 Budget

Department of Natural Resources, Division of Forestry, estimates a budget of between \$3,000,000 and \$4,000,000 dollars per contract year for required services. Proposals priced at more than \$5,000,000 per year may be considered non-responsive.

1.03 Deadline for Receipt of Proposals

Proposals must be received by the DNR Procurement Section no later than the prevailing Alaska Time on the date shown on page one of this RFP as the Deadline for Receipt of Proposals. Faxed or emailed proposals are acceptable but not encouraged. Oral proposals or proposals submitted through the IRIS Vendor Self Service VSS) portal are not acceptable.

1.04 Prior Experience

For offers to be considered responsive offerors must clearly identify within their proposal how they meet these minimum prior experience requirements:

Experience as a caterer or with other Fresh Food Box contracts in support of wildland fires or other emergency responses, and/or large planned events.

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

1.05 Required Review

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

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procurement officer, in writing, at least ten days before the deadline for receipt of proposals.

1.06 Questions Prior to Deadline for Receipt of Proposals

All questions must be in writing and directed 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.

Procurement Officer: Jim Sonnier – PHONE 907-269-8687 - FAX 907-269-8909 - TDD 907-269-8411 – Email dnr.ssd.procurement@alaska.gov

1.07 Return Instructions

If using the U.S. mail, a delivery service, or delivering in person offerors must submit four hard copies of their technical proposal and one hardcopy of their cost proposal, in writing, to the procurement officer in a sealed package. The cost proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified. The sealed proposal package(s) must be addressed as follows:

Department of Natural Resources
Support Services Division
Procurement Section
Attention: Jim Sonnier
Request for Proposal (RFP) Number: 190000045
RFP Title: Fresh Food Boxes for the Division of Forestry
550 W. 7th Avenue, Suite 1330
Anchorage, Alaska 99501

The sealed proposal package(s) must be received within the DNR Procurement Office no later than the Deadline for Receipt of Responses. Late proposals will be considered non-responsive and will not be accepted or opened by the DNR Procurement Office.

If submitting a faxed proposal it is the offeror's responsibility to contact the DNR Procurement Section at 907-269-8687 to make arrangements prior to faxing the proposal and to confirm that the proposal has been received. **The DNR Procurement Section's fax number is 907-269-8909.** If submitting a proposal by fax please send only one copy of the technical and cost proposal. The state is not responsible for unreadable, corrupt, or missing attachments, or for delays in transmission between the sender and DNR Procurement. Faxed proposals must be received in their entirety by the DNR Procurement Section no later than the Deadline for Receipt of Responses. Late proposals will be considered non-responsive and will be rejected.

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If submitting a proposal via email the technical proposal and cost proposal must be saved as separate PDF documents and emailed to dnr.ssd.procurement@alaska.gov as separate, clearly labeled attachments, such as "Vendor A – Technical Proposal.pdf" and "Vendor A – Cost Proposal.pdf" (Vendor A is the name of the offeror). The email must contain the RFP number in the subject line. The maximum size of a single email (including all text and attachments) that can be received by the state is **20mb** (megabytes). If the email containing the proposal exceeds this size the proposal must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above. Please send only one copy of the technical and cost proposal if submitting a proposal via email. It is the offeror's responsibility to contact the issuing agency at 907-269-8687 to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments, or for delays in transmission between the sender and DNR Procurement. Also, DNR Procurement will not accept emailed proposals in a modifiable file format, i.e., MS Word, etc. Emailed proposals must be received in their entirety by the DNR Procurement Section no later than the Deadline for Responses. Late proposals will be considered non-responsive and will be rejected.

An offeror's failure to submit its proposal in its entirety to the DNR Procurement Section no later than the Deadline for Receipt of Responses will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

1.08 Proposal Contents

The following information must be included in all proposals.

(a) 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 date set as the deadline for receipt of proposals.

(b) 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

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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.

(c) Vendor Tax ID

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

(d) Conflict of Interest

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

(e) Federal Requirements

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

1.09 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.

1.10 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.

1.11 Amendments to the RFP

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

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1.12 RFP Schedule

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

- a. Issue RFP on February 13, 2019,
- b. Deadline for Receipt of Proposals March 7, 2019,
- c. Proposal Evaluation Committee complete evaluation by March 14, 2019,
- d. State of Alaska issues Notice of Intent to Award a Contract March 15, 2019,
- e. State of Alaska issues contract March 27, 2019
- f. Contract start April 10, 2019,
- g. Initial Contract Period end date February 28, 2020,
- h. Contract Renewal Period start date March 1 of each subsequent year.

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

1.13 Pre-proposal Conference

No pre-proposal conference will be held for this RFP.

1.14 Alternate Proposals

Offerors may only submit one proposal for evaluation.

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

1.15 News Releases

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

2. BACKGROUND INFORMATION

2.01 Background Information

The Department of Natural Resources, Division of Forestry (DOF), is soliciting proposals for Fresh Food Boxes to support wildland fire fighters on remote assignments. For the past several

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years DOF has contracted for provision of these items but that contract will expire on April 10, 2019. This solicitation is for the purpose of establishing a new multi-year contract for this work. The "Fresh Food Box" is a product unique to Alaska fire fighting efforts due to the remote nature of a significant number of its wildland fires.

3. SCOPE OF WORK AND CONTRACT INFORMATION

3.01 Specifications for Fresh Food Boxes A & B.

a. General Description. Provide all labor, food stuffs and supplies, preparation and delivery of Fresh Food Boxes to supplement MRE's on fires in Alaska. A Fresh Food Box is a container that holds enough food to feed two individuals, three meals per day, for three days. The contents will be packaged in heavy fiber board cartons per the specifications of this RFP. After initial fresh food boxes are ordered and delivered, additional Fresh Food Boxes are generally ordered every three days thereafter through the duration of need. The Fresh Food Box program consists of two options, Box A is the original Food Box with all the condiments and Box B, a supplemental or extender Food Box which extends the life of Box A to help manage costs and reduce the potential for waste. The Box B is designed to augment the food needs for four individuals, three meals per day, for three days. Because the delivery times to the firefighters after warehouse receipt of the food boxes may take up to 8 hours, some items are required to be frozen. Sanitation and packaging restraints require certain items to be packaged in re-sealable or vacuum-sealed packages or a group of items to be placed in re-sealable bags (i.e. Ziploc or similar type). No glass containers are allowed.

b. Fresh Food Box A Contents and Quantity.

All food items shall meet the quality standards as noted in this RFP. Each Fresh Food Box A shall contain the following contents and quantities:

Line	Items	Qty.	Unit
1.	Steak, fresh frozen, New York Cut, 12 oz. Each, Individually wrapped	2	Each
2.	Ham, precooked, frozen, boneless, 16 oz. package	1	Each
3.	Tuna, solid white meat, packed in water, 4 to 6 oz. pouches	4	Pkg.
4.	Chicken, white boneless meat, 12 oz.	1	Can
5.	Wieners/Sausage, all beef, frozen, pre-packaged, 1 lb.	1	Pkg.
6.	Beef Jerky, 4 oz.	2	Pkg.
7.	Bacon, pre-cooked, 1 lb. package	1	Pkg.
8.	Bread, 24 oz. 1 oz. or greater per slice, sliced, wrapped, 1 multi-grain, 1 white	2	Loaves
9.	Potatoes, #1 bakers, Russet, Large	2	Each
10.	Onion, medium, yellow	1	Each
11.	Carrots, fresh, 1 lb bag	1	Bag
12.	Oranges, small, Mandarin or Tangelo	10	Each
13.	Apples, two different kinds of apples (2 of each kind; 4 apples total), minimum size 100 count	4	Each

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14.	Cheese, cheddar, mild or medium, sliced, 1 lb. package	1	Pkg.
15.	Cheese, Monterrey Jack or Provolone, sliced, ½ lb. package	2	Pkg.
16.	Peanut Butter, 8 oz. Jar.	2	Each
17.	Jelly, Grape or Strawberry, squeeze bottle, 20 oz. maximum size	1	Each
18.	Vegetables, 2 corn, 2 green beans, 2 pork & beans, 7.75 to 8.75 oz. cans (may substitute can size as long as quantity of food remains the same)	6	Cans
19.	Rice, minute or instant type, boil in a bag	1	Bag
20.	Tortillas, flour, large size, minimum 10 count	1	Pkg.
21.	Refried Beans, 16 oz. can	2	Cans
22.	Salsa, individual packets, minimum 2 oz. size packet	6	Each
23.	Pilot Bread, 12 crackers total	1	Bag
24.	Fruit, canned, variety of 4 cans such as pears, peaches, fruit cocktail, Mandarin oranges, etc., 8 to 8 ¾ oz. cans (may substitute can size as long as the total quantity of fruit remains the same)	4	Cans
25.	Fruit, dried, assorted: apricots, dates, apples, pears, prunes, cranberries, etc., 6 oz. packages	2	Pkg.
26.	Macaroni and Cheese, 7.25 oz. box	1	Box
27.	Bouillon Cubes, 3 cubes chicken and 3 cubes beef where 1 cube makes 2 cups OR 1 bag where 6 cubes chicken and 6 cubes beef where 1 cube makes 1 cup; vendor bags contents	1	Bag
28.	Breakfast cereal, instant, oatmeal, 1.2 oz., assorted flavors	12	Pkg.
29.	Egg Substitute (i.e. "Egg Beaters"), 1 box equals 4 eggs	1	Box
30.	Candy bars, no less than three (3) different varieties of candy bar per box that contains chocolate, "King Size" or no less than 2.25 oz. each	6	Each
31.	Energy bars, assorted flavors, a minimum of 2.25 oz., individually wrapped	6	Each
32.	Breakfast bars, fruit filled, individually wrapped, assorted flavors	6	Each
33.	Candy, assorted with a minimum of 2 varieties of hard, individually wrapped, 6 oz. or greater	1	Bag
34.	Powdered Milk, 1 quart package	1	Pkg.
35.	Drink Mix, Emergen-C brand or equivalent product	12	Each
36.	Hot Chocolate, instant, 1 oz. package, makes ¾ cup serving	10	Each
37.	Salt, iodized, table, 4 oz. shaker	1	Each
38.	Pepper, black, table, ground, ½ oz. shaker	1	Each
39.	Garlic, powder, 2 oz. or more shaker	1	Each
40.	Honey, 12 oz. squeeze bottle	1	Each
41.	Margarine, 12 oz.	1	Each
42.	Mayonnaise, 10 to 12 oz. squeeze bottle	1	Each
43.	Ketchup, 12 to 14 oz. squeeze bottle	1	Each
44.	Mustard, 8 to 11 oz. squeeze bottle	1	Each
45.	Hot Sauce, Tabasco, Tapatio or similar pepper sauce, 2 to 5 oz.	2	Each
46.	Plates, disposable, paper, 10 inch, heavy duty	18	Each
47.	Utensils, eating, plastic, heavy duty, 1 each fork, spoon, and knife to a package (set)	12	Sets

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48.	Paper towels, heavy duty, 75/95 two-ply towels per roll	1	Roll	
49.	Aluminum foil, heavy duty, 12 inch x 25 feet per roll or box	1	Box	
50.	Resealable pint or quart freezer bags, Ziploc or similar	25	Each	
51.	Bags, garbage, plastic, heavy duty, 13 gallon	3	Each	
52.	Can opener, lid removing type, P-38 or equivalent	1	Each	
53.	Moistened towelettes, individually wrapped	12	Each	
54.	Gloves, food handling	6	Pair	
55.	Cabbage, head, green, medium size	1	Each	

c. Fresh Food Box B Contents and Quality.

All food items shall meet the quality standards as noted in this RFP. Each Fresh Food Box B (Supplemental/Extender) shall contain the following contents and quantities:

Line	Items	Qty.	Unit
1.	Steak, fresh frozen, New York Cut, 12 oz. Each, Individually wrapped	4	Each
2.	Sausage/Hotlinks, all beef or pork, frozen, pre-packaged 1 lb.	2	Pkg.
3.	Summer Sausage/Salami or like, all pork or Beef, frozen, 32 to 36 oz. (may be two (2) 16+ oz packages)	1	Pkg.
4.	Chicken, white boneless meat, 12 oz.	2	Can
5.	Beef Jerky, 4 oz.	4	Pkg.
6.	Bread, 24 oz. 1 oz. or greater per slice, sliced, wrapped, 1 multi-grain, 1 white	3	Loaves
7.	Cheese, Swiss, sliced (or combination of sizes equal to 1 lb. or greater)	1	Pkg.
8.	Breakfast Cereal, instant, oatmeal, 1.2 oz, assorted flavors	12	Pkg.
9.	Candy bars, no less than three (3) different varieties of candy bar per box that contain chocolate, that are "King Size" or no less than 2.2 oz each.	12	Each
10.	Granola Bars, moist & chewy, individually wrapped, assorted flavors, 0.82 oz to 1.65 oz or greater	12	Each
11.	Hot Chocolate, instant, 1 oz pkg., makes $\frac{3}{4}$ cup servings	12	Each
12.	Plates, disposable, paper, 10 inch, 3 layer construction, heavy duty	36	Each
13.	Utensils, eating, plastic, heavy duty, 1 each fork, spoon, and knife to a package (set)	16	Sets
14.	Paper Towels, heavy duty, 75/95 two-ply towels per roll	1	Roll
15.	Aluminum Foil, heavy duty, 12 inches x 50 ft. per roll or box	1	Box
16.	Margarine, 12 oz.	1	Each
17.	Gloves, food handling	12	Pair
18.	Moistened towelette, individually wrapped	16	Each

d. Frozen Foods, Boxes A and B. All meat will be packed frozen.

e. Labeling and Packaging.

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1) Box Specifications for Box A. All cartons used for Fresh Food Boxes will follow the ASTM D5118 Standards and the specifications below:

- a) The carton will be made of Double Wall (DW) Corrugated Fiberboard (CF), the class of the carton will be Domestic, and the style of fabrication will be Regular Slotted Carton (RSC);
- b) The carton will be rated at a minimum of 500 PSI bursting strength or equal;
- c) The inner dimensions of the carton must be 20"L X 16"W X 14"H (see Attachment 8.05);
- d) The carton will have two (2) each hand holes (see Attachment 8.05).
- e) The lap will be on the inside of the adjacent panels. The lap will be integral with end or side panel (see Attachment 8.06);
- f) Staples will be used to fasten the carton together. They can be vertical, horizontal, or diagonal in accordance with ASTM D5118 accepted manufacturing standards (see Attachment 8.06);
- g) The carton will have at least the following information permanently stamped on the bottom outer flap: 1) industry accepted Markings for carton certification, as stated in the ASTM D5118 Standards, 2) the inner dimensions of the carton, 3) and the date of manufacturing.

2) Box Specifications for Box B. All Cartons used for Fresh Food Boxes will follow the ASTM D5118 Standards and the specifications below:

- a) The carton will be made of Double Wall (DW) Corrugated Fiberboard (CF), the class of the carton will be Domestic, and the style of fabrication will be Regular Slotted Carton (RSC);
- b) The carton will be rated at a minimum of 275 PSI bursting strength or equal;
- c) The inner dimensions of the carton must be 16"L X 16"W X 12"H;
- d) The carton will have two (2) each hand holes (see Attachment 8.05).
- e) The lap will be on the inside of the adjacent panels. The lap will be integral with end or side panel (see Attachment 8.06);
- f) Staples will be used to fasten the carton together. They can be vertical, horizontal, or diagonal in accordance with ASTM D5118 accepted manufacturing standards;
- g) The carton will have at least the following information permanently stamped on the bottom outer flap: 1) industry accepted Markings for carton certification, as stated in the ASTM D5118 Standards, 2) the inner dimensions of the carton, 3) and the date of manufacturing.

3) Burst Strengths. Proposed boxes must meet the burst strength requirements set out above. The intense burst strength is required for the following reasons:

- a) Fresh food boxes might be delivered by para-cargo (dropped out of an aircraft by parachute) and could hit the ground at a high rate of speed;
- b) Fresh food boxes are likely to be thrown onto the ground out of a helicopter; or
- c) Fresh food boxes are likely to be sling loaded into helispots or drop zones under helicopters and could have a strong impact if the load slams into the ground.

4) Labeling.

The contractor shall label at least two sides of the box with a label, sign, or marking pen to indicate "TOP UP", such as (arrow) UP.

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The contractor shall label all packed boxes with their company name, address, and the date the box was packed.

5) Packaging. Fresh Food Boxes A and B will be packaged in a Fiberboard Carton and will be securely closed with 2" clear carton sealing tape with tensile strength of 35#, as indicated in Attachment 8.07.

6) Items to be placed in Re-Sealable Bags. The total number of items required for each product listed below, for each Fresh Food Box, must be placed in re-sealable (Ziploc[®] or similar type) bags:

a) Cheese	e) Energy Bars
b) Bouillon Cubes	f) Granola Bars
c) Cereal	g) Drink Mix
d) Candy Bars	h) Hot Chocolate

7) Items to be placed in Plastic Individual Packets. The following items must be placed in individual plastic packets:

a) Honey	d) Ketchup
b) Mustard	e) Mayonnaise
c) Jelly	f) Peanut Butter

8) Items to be placed in Re-sealable condiment bag.

- a) Salt
- b) Pepper
- c) Garlic Powder

9) Items to be placed in Heavy Duty Garbage Type bags. paper plates.

10) Other Specifications.

- a) Squeezable dispensing containers are preferred over securable lid type containers.
- b) Cans must be metal or aluminum (no fruit in plastic containers).

f. Additions, Deletions, Substitutions.

1) Additions or Deletions. Items may be added to or deleted from the boxes at the discretion of the Division of Forestry. Additions or deletions will be coordinated with the contractor prior to an order being placed by Forestry.

2) Substitutions. If the contractor finds an item unavailable in the time required to deliver an order, substitutions may be approved by the Division of Forestry on a case-by-case basis.

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Approval will be in writing from the State Fire Warehouse Coordinator, or their appointee, or the State Fire Support Forester. Substituted items must be of the same quality as that specified within this RFP and the contract resulting from it and offered at the same or less cost than agreed to in the accepted proposal.

g. Response Time. Contractor must deliver complete orders within 24 hours from receipt of a Resource or Delivery Order.

h. Delivery Requirements.

1) Primary Delivery Locations:

- a) State of Alaska
Division of Forestry
State Fire Warehouse
3700 Airport Way
Fairbanks, Alaska 99709
- b) BLM/Alaska Fire Service
Warehouse, Building 1544
Ft. Wainwright, Alaska 99703

2) Alternate Delivery Location. Depending on contractor location, the delivery location below may be an alternate delivery point for specific orders for the Coastal Region. This location would be for a contractor located in the South-Central part of the state.

- a) State of Alaska
Forestry Palmer Warehouse
101 Airport Road
Palmer, Alaska, 99645

3) Delivery Requirements.

- a) The Delivery Location will be determined by the ordering agency at the time of order.
- b) The Contractor must be capable of providing Fresh Food Box A beginning April 1st.
- c) The Contractor must have the capability to deliver a minimum of 40 boxes of Fresh Food per delivery.
- d) The Contractor must have the capability to provide a minimum of 100 Fresh Food Box A no later than May 15th.

i. Facility Requirements. Any facility used by the Contractor must meet the State of Alaska DEC food storage and handling standards and requirements.

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j. Quality Standards.

1) Meat. USDA Institutional Meat Purchase Specifications (IMPS) are specified to clarify required quality standards. Copies of IMPS may be obtained from the USDA, AMS, Livestock and Seed Division, Standardization and Review Branch, Rm 2628 South Building, PO Box 96456, Washington DC 20090-6456 or at the following link: <http://www.ams.usda.gov/AMSV1.0/getfile?dDocName=STELDEV3003281>. The following minimum quality standards shall be met:

a) Beef. Frozen whole/full muscle USDA inspected, New York Steak cuts only, USDA Choice or better with 1/4 inch trim, (lower grades of beef, are not acceptable), meeting IMPS Series 100.

b) Pork. USDA inspected, USDA Grades Whole/full muscle cured ham and natural juices or cured ham with water added not to exceed 15% pump meeting IMPS Series 400 and 500 (ham and water product, ham with water and isolated soy protein added and turkey-ham is not allowed.

c) Poultry. Cooked product that does not have a USDA grade shall have been obtained from USDA Inspected facilities and purchased from among the suppliers top quality labels.

d) Tuna Fish. Dolphin-safe, packed in water.

e) Beef Jerky. Sliced dried beef (no processed products).

2) Cheese. Natural cheese. No imitation cheese, cheese product allowed.

3) Fresh Fruits and Vegetables. First Quality. When grading is available, fruit must be U.S. No. 1 or better. The Contractor may be required to provide documentation that validates that the quality of the product is equal to U.S. No. 1 or better.

k. Guarantee. The State of Alaska will guarantee the purchase of a minimum of 400 Fresh Food Box "A" over the duration of the performance period and any renewals or extensions. The State of Alaska is not responsible for any additional inventory that the Offeror has at the end of the season or contract period.

l. Fresh Food Box Usage. Attachment 8.08 to this RFP is a table showing Fresh Food Box Usage for the period of 2009 through 2018. The quantities shown on Attachment 8.08 are for informational purposes only. With the exception of the quantities shown for Fresh Food Box A in the above Guarantee paragraph, the State does not guarantee a minimum or maximum quantity of boxes to be ordered or dollar amount to be spent against any contract resulting from this RFP.

3.02 Contract Term and Work Schedule

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a. Contract Period. The length of the contract will be from the date of award or April 10, 2019, whichever is later, through February 28, 2020.

There will be four, one-year, renewal options for this contract, which are to be exercised at the sole discretion of the State. Renewal periods will begin on March 1st and end on February 28th of each renewal year. If all renewal options are exercised the contract will expire on February 28, 2024.

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.

b. Period of Performance. The period of performance for this contract is dependent upon the annual fire season, which is normally April 1st through September 30th of each contract year. As stated earlier in this RFP, the contractor must be capable of providing Fresh Food Box A on April 1st of each contract year.

3.03 Deliverables

The contractor will be required to provide the following deliverables:

- a. The Contractor must be capable of providing Fresh Food Box A beginning April 1st.
- b. The Contractor must have the capability to provide a minimum of 100 Fresh Food Box A no later than May 15th.

3.04 Contract Type

This contract is a Fixed Unit Price contract. The contractor will be paid for boxes delivered at the prices offered in the attached Cost Proposal.

3.05 Proposed Payment Procedures

The Contractor may bill bi-weekly or monthly for Fresh Food Boxes received by the State. Invoices must include date, quantity, type of box, and totals.

3.06 Prompt Payment for State Purchases

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

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3.07 Contract Payment

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

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

3.08 Location of Work

The location(s) the work is to be performed, completed and managed is at the Contractor's facility.

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

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

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

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

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

3.09 Subcontractors

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

Subcontractor experience shall be considered in determining whether the offeror meets the requirements set forth in Section 1.04 Prior Experience of this RFP.

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

a. Complete name of the subcontractor;

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- b. Complete address of the subcontractor;
- c. Type of work the subcontractor will be performing;
- d. Percentage of work the subcontractor will be providing;
- e. Evidence that the subcontractor holds a valid Alaska business license; and
- f. A written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

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

3.10 Joint Ventures

Joint ventures will not be allowed.

3.11 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.

3.12 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. Refer to paragraph 3.01.h. of this RFP for more information on Delivery Locations.

3.13 Contract Personnel

Any change of the project team members or subcontractors named in the proposal must be approved, in advance and in writing, by the 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 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

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the identified portion of unacceptable work received) and may seek associated damages.

3.15 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 director 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 Natural Resources or the Commissioner's designee.

3.16 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

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

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

3.17 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.

3.18 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 this RFP.

3.19 Termination for Convenience.

The State may terminate the contract resulting from this RFP at its sole discretion upon 30 calendar days written notice to the contractor. The State will only be liable for payment of product received up to the date of termination.

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3.20 Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion

Expenditures from this contract may involve federal funds. The U.S. Department of Labor requires all state agencies that are expending federal funds to have a certification filed in the proposal, by the offeror, that they have not been debarred or suspended from doing business with the federal government. **The Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions form attached to this solicitation must be completed and submitted with your proposal.**

4. PROPOSAL FORMAT AND CONTENT

4.01. 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.

4.02 Introduction

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

Proposals must confirm that the offeror will comply with all provisions in this RFP.

Proposals must be signed by a company officer empowered to bind the company.

Proposals must include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest as required by paragraph 1.08(d) of this RFP.

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

DO NOT INCLUDE COST IN THIS SECTION. COST IS TO BE INCLUDED ONLY IN THE COST PROPOSAL ATTACHED TO THIS RFP.

4.03 Understanding of the Project

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project and the project schedule.

DO NOT INCLUDE COST IN THIS SECTION. COST IS TO BE INCLUDED ONLY IN THE COST PROPOSAL ATTACHED TO THIS RFP.

4.04 Facility

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Offerors must provide a comprehensive narrative statement describing the facility where the work will be performed, its location, size, freezer space etc.

DO NOT INCLUDE COST IN THIS SECTION. COST IS TO BE INCLUDED ONLY IN THE COST PROPOSAL ATTACHED TO THIS RFP.

4.05 Experience

Offerors must provide a narrative description of the organization that clearly demonstrates that they meet the minimum experience requirements in Section 1.04, and also clearly describes any other applicable experience with fresh food boxes, catering, and/or large planned events that might be relevant to the work described in this RFP.

Offerors must provide a minimum of three letters of reference from previous clients within their proposal package. Letters of reference **may not** be from current employees of the Division of Forestry.

DO NOT INCLUDE COST IN THIS SECTION. COST IS TO BE INCLUDED ONLY IN THE COST PROPOSAL ATTACHED TO THIS RFP.

4.06 Cost Proposal

Offerors must complete and submit the Cost Proposal attached to this RFP for their proposal to be considered responsive. Costs must be offered for both Box A and Box B and must include all direct and indirect costs associated with the performance of the contract, including, but not limited to, supervision, labor, materials, supplies, packaging, storage, overhead, profit, etc. Cost Proposal must be submitted separately as specified in paragraph 1.07, Return Instructions, of this RFP.

4.07 Evaluation Criteria

All proposals will be reviewed to determine if they are responsive. Proposals determined to be responsive will be evaluated using the criterion that is set out in Section 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION.

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.

5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

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

5.01 Understanding of the Project (10%)

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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 identified pertinent issues and potential problems related to the project?
- c. To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide and their ability to meet it?

5.02 Facility (10%)

Proposals will be evaluated against the questions set out below:

- a. How well has the offeror described the facility, its location, size, freezer space, etc.?
- b. Does the facility appear to be adequate to meet the State's needs?

5.03 Experience (20%)

Proposals will be evaluated against the questions set out below:

- a. How well has the firm demonstrated experience as a caterer or with other Fresh Food Box contracts in support of wildland fires or other emergency responses, and/or large planned events above and beyond that required by paragraph 1.04?
- b. How successful is the general history of the firm regarding timely and successful delivery?
- c. Has the firm provided letters of reference from previous clients and do those letters verify quality service?
- d. If a subcontractor will perform work on the contract how well do they measure up to the evaluation used for the offeror?

5.04 Contract Cost (60%)

To avoid the appearance of price influencing scoring, Cost will be scored only by the Procurement Officer.

Overall, a minimum of 60% of the total evaluation points will be assigned to cost.

Converting Cost to Points

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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 6.15.

5.07 Alaska Offeror Preference (10%)

BECAUSE FEDERAL FUNDS MAY BE USED IN THE PROCUREMENT OF PRODUCTS OR SERVICES UNDER A CONTRACT RESULTING FROM THIS RFP STATE OF ALASKA OFFEROR, BIDDER, VETERAN, AND OTHER PREFERENCES WILL NOT APPLY.

6. GENERAL PROCESS INFORMATION

6.01 Informal Debriefing

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

6.02 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, PO 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 statement that the offeror has applied and paid for the Alaska business license.

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

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

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

6.03 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.

6.04 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.

6.05 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.

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6.06 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 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION. 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.

6.07 Contract Negotiation

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 Denali conference room, Suite 1330, on the 13th floor of the Robert B. Atwood Building in Anchorage, Alaska.

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

6.08 Failure to Negotiate

If the selected offeror

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

6.09 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.

6.10 Protest

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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."

6.11 Application of Preferences

BECAUSE FEDERAL FUNDS MAY BE USED IN THE PROCUREMENT OF PRODUCTS OR SERVICES UNDER A CONTRACT RESULTING FROM THIS RFP STATE OF ALASKA OFFEROR, BIDDER, VETERAN, AND OTHER PREFERENCES WILL NOT APPLY.

6.12 Alaska Bidder Preference

BECAUSE FEDERAL FUNDS MAY BE USED IN THE PROCUREMENT OF PRODUCTS OR SERVICES UNDER A CONTRACT RESULTING FROM THIS RFP STATE OF ALASKA OFFEROR, BIDDER, VETERAN, AND OTHER PREFERENCES WILL NOT APPLY.

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6.13 Alaska Veteran Preference

BECAUSE FEDERAL FUNDS MAY BE USED IN THE PROCUREMENT OF PRODUCTS OR SERVICES UNDER A CONTRACT RESULTING FROM THIS RFP STATE OF ALASKA OFFEROR, BIDDER, VETERAN, AND OTHER PREFERENCES WILL NOT APPLY.

6.14 Alaska Offeror Preference

BECAUSE FEDERAL FUNDS MAY BE USED IN THE PROCUREMENT OF PRODUCTS OR SERVICES UNDER A CONTRACT RESULTING FROM THIS RFP STATE OF ALASKA OFFEROR, BIDDER, VETERAN, AND OTHER PREFERENCES WILL NOT APPLY.

6.15 Formula Used to Convert Cost to Points

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 using the formula:

$(\text{Price of Lowest Cost Proposal}) \times (\text{Maximum Points for Cost}) \div (\text{Cost of Each Higher Priced Proposal})$

Examples: Converting Cost to Points & Applying Preferences

Formula Used to Convert Cost to Points

Step 1: List all proposal prices.

Offeror #1: \$40,000

Offeror #2: \$42,750

Offeror #3: \$47,500

Step 2: In this example, the RFP allotted 40% of the available 100 points to cost. This means that the lowest cost will receive the maximum number of points.

Offeror #1 receives 40 points.

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

Offeror #2 receives 37.4 points.

$\$40,000 \text{ lowest cost} \times 40 \text{ maximum points for cost} = 1,600,000 \div \$42,750 \text{ cost of Offeror \#2's proposal} = 37.4$

Offeror #3 receives 33.7 points.

$\$40,000 \text{ lowest cost} \times 40 \text{ maximum points for cost} = 1,600,000 \div \$47,500 \text{ cost of Offeror \#3's}$

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proposal = 33.7

Step 3: Add the totals for cost to the evaluated totals without cost:

Offeror #1: 93 points (40 points for cost + 53 evaluated points)

Offeror #2: 98 points (37.4 points for cost + 60.6 evaluated points)

Offeror #3: 95 points (33.7 points for cost + 61.3 evaluated points)

Step 4: Offeror #2 is the highest scoring offeror and would get the award, provided their proposal is responsible and responsive.

7. General Legal Information

7.01 Standard Contract Provisions

The contractor will be required to sign and submit the State's Standard Agreement Form generated by the IRIS database or the State's Standard Agreement Form for Professional Services Contracts. Appendix A, General Conditions, is attached to this RFP for your review. 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.

7.02 Proposal as a Part of the Contract

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

7.03 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.

7.04 Human Trafficking

By signature on their proposal, the offeror certifies that the offeror is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report. The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/j/tip/>. Failure to comply with this requirement will cause the state to reject the proposal as non-responsive, or cancel the contract.

7.05 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

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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:

- a. do not affect responsiveness;
 - b. are merely a matter of form or format;
 - c. do not change the relative standing or otherwise prejudice other offers;
 - d. do not change the meaning or scope of the RFP;
 - e. are trivial, negligible, or immaterial in nature;
 - f. do not reflect a material change in the work; or
 - g. 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.

7.06 State Not Responsible for Preparation Costs

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

7.07 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. The offeror's request must be included with the proposal, must clearly identify the information they wish to be held confidential, and include a statement that sets out the reasons for confidentiality. Unless the procurement officer agrees in writing to hold the requested information confidential, that information will also become public after the Notice of Intent to Award is issued.

7.08 Assignment

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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.

7.09 Disputes

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

7.10 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.

7.11 Supplemental Terms and Conditions

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

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

7.12 Contract Invalidation

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

7.13 Solicitation Advertising

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

8. ATTACHMENTS

8.01 Proposal Evaluation Form

8.02 Standard Agreement Form - Appendix A, General Conditions

8.03 Insurance and Indemnification, Appendix B1

8.04 Offeror's Checklist

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8.05 Box Dimensions Illustration (may be attached as a separate pdf)

8.06 Box Specifications Illustration (may be attached as a separate pdf file)

8.07 Box Taping Illustration (may be attached as a separate pdf)

8.08 Fresh Food Box Usage – 2009 through 2018

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

8.10 Cost Proposal

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8.01 PROPOSAL EVALUATION FORM

Offeror Name: _____
 Evaluator _____
 Name: _____
 Date of Review: _____
 RFP Number: 190000045 Fresh Food Boxes for the Division of Forestry

EVALUATION CRITERIA AND SCORING

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

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

5.01 Understanding of 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 well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?

NOTES:

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

NOTES:

c. To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide and their ability to meet it?

NOTES:

EVALUATOR'S POINT TOTAL FOR 5.01: _____

5.02 Facility—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.

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a. How well has the offeror described the facility, its location, size, freezer space, etc.?

NOTES:

b. Does the facility appear to be adequate to meet the State's needs?

NOTES:

EVALUATOR'S POINT TOTAL FOR 5.02: _____

5.03 Experience—20 Percent

Maximum Point Value for this Section - 20 Points

100 Points x 20 Percent = 20 Points

Proposals will be evaluated against the questions set out below.

a. How well has the firm demonstrated experience as a caterer or with other Fresh Food Box contracts in support of wildland fires or other emergency responses, and/or large planned events above and beyond that required by paragraph 1.04?

NOTES:

b. How successful is the general history of the firm regarding timely and successful delivery?

NOTES:

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

NOTES:

d. If a subcontractor will perform work on the project, how well do they measure up to the evaluation used for the offeror?

NOTES:

EVALUATOR'S POINT TOTAL FOR 5.03: _____

EVALUATOR'S COMBINED POINT TOTAL FOR SECTIONS 5.01 THROUGH 5.03: _____

5.04 Contract Cost — 60 Percent

To avoid the appearance of cost influencing scoring Sections 5.04 and 5.05 will be evaluated

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only 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.

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 6.15.

PROCUREMENT OFFICER'S POINT TOTAL FOR COST: _____

5.05 Alaska Offeror Preference — 0 Percent

BECAUSE FEDERAL FUNDS MAY BE USED IN THE PROCUREMENT OF PRODUCTS OR SERVICES UNDER A CONTRACT RESULTING FROM THIS RFP STATE OF ALASKA OFFEROR, BIDDER, VETERAN, AND OTHER PREFERENCES WILL NOT APPLY.

PROCUREMENT OFFICER'S POINT TOTAL FOR ALASKA OFFEROR'S PREFERENCE: 0%

5.06 COMBINED TOTAL

This section will be completed by the Procurement Officer.

a. Evaluator's Combined Total for Sections 5.01 – 5.03: _____

b. Procurement Officer's Evaluation for Section 5.04: _____

c. Procurement Officer's Evaluation for Section 5.05: 0%

d. **TOTAL EVALUATED SCORE:** _____

e. Procurement Officer's Initials: _____ and Date Completed: _____.

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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 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, 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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8.04 OFFEROR'S CHECKLIST

This checklist is provided as a courtesy to prospective offerors. While every effort has been made to ensure this checklist is complete, it is still the offeror's responsibility to make sure they comply with all requirements of this RFP.

The following documents must be received by the DNR Procurement Office prior to the deadline set for receipt of proposals for your proposal to be considered responsive.

_____ 1. **Technical Proposal** submitted as required by paragraph 1.07 of this RFP.

_____ 2. **Cost Proposal.** Submitted separately within the proposal package as required by paragraph 1.07 of this RFP.

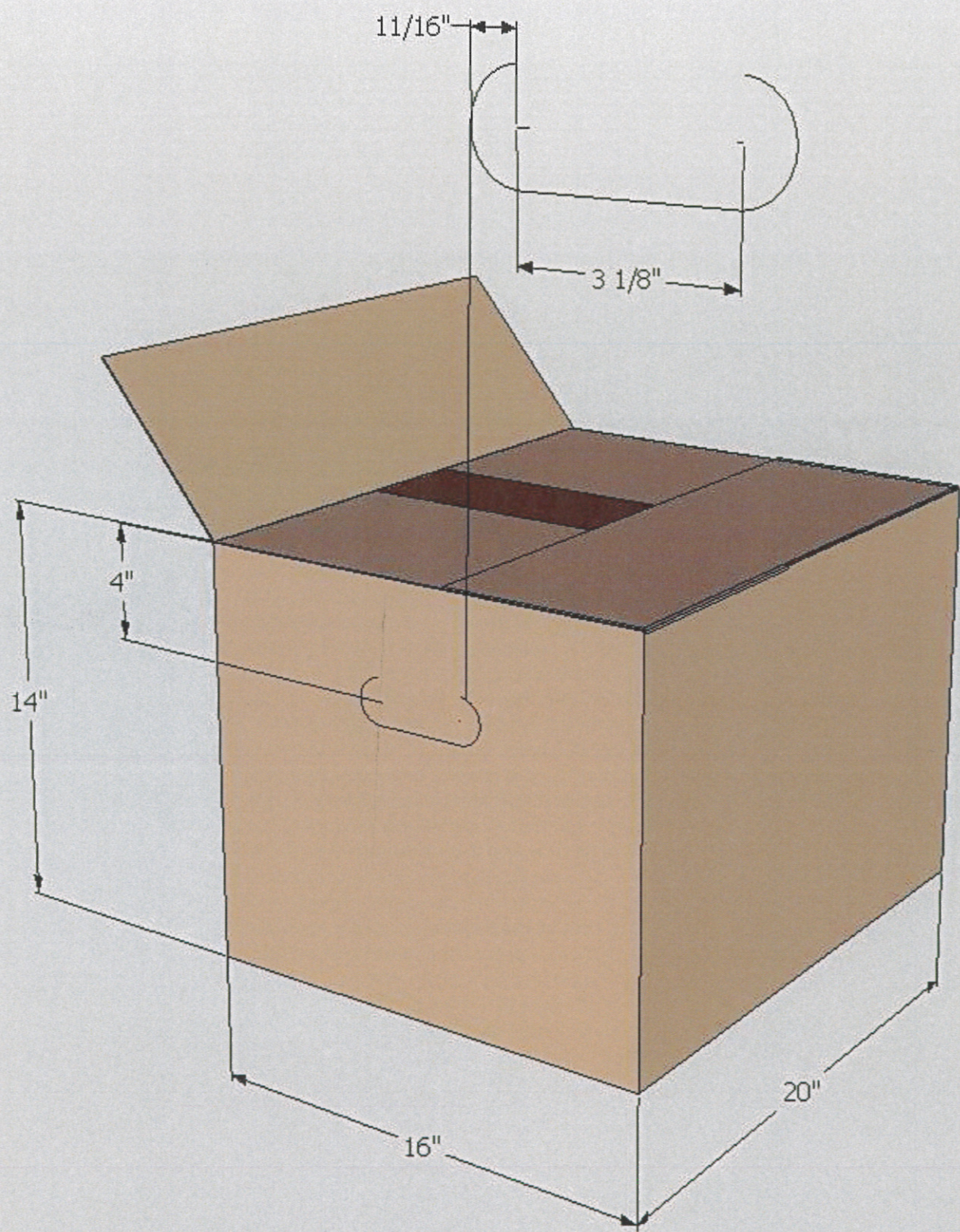
_____ 3. **Federal Debarment Form.** Copy of the Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions form

_____ 4. **MANDATORY RETURN Amendment(s).** Written acknowledgement of MANDATORY RETURN amendment(s) either within the proposal package or submitted separately in an email or fax to DNR Procurement. Must be received no later than the Deadline for Receipt of Proposals.

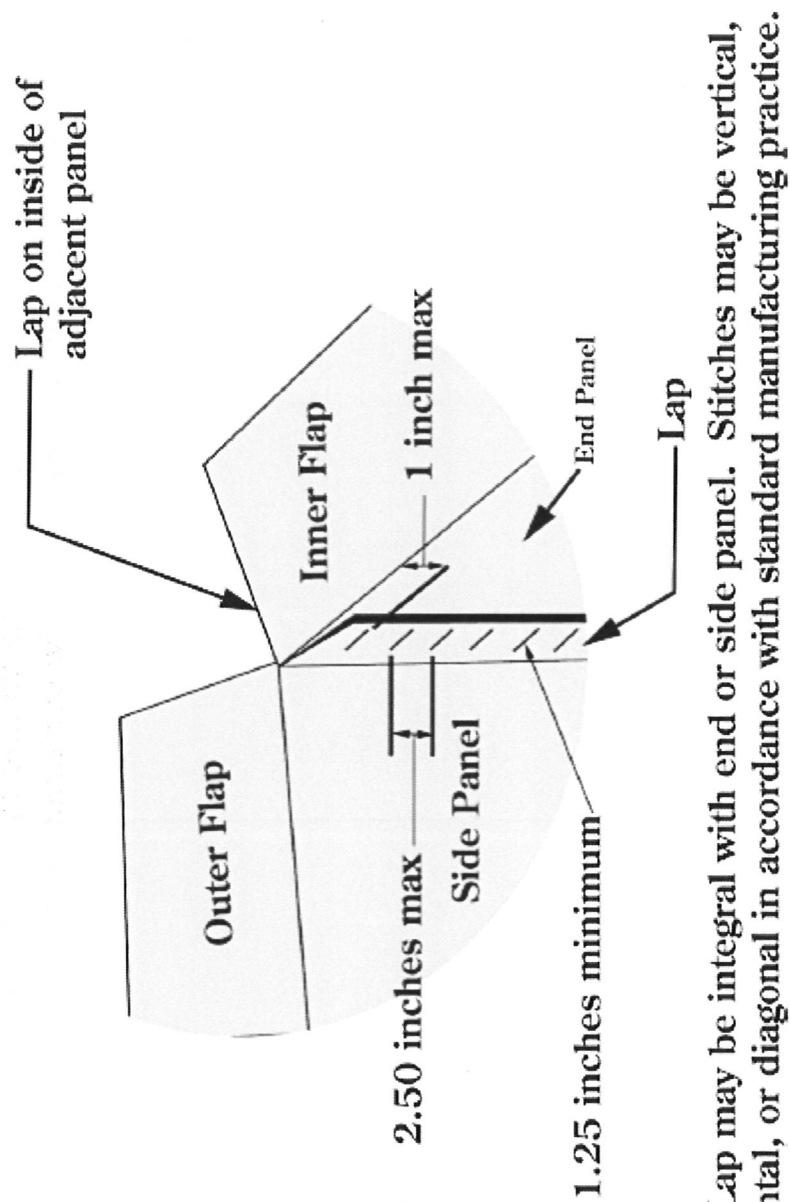
Reminders:

1. It is the offeror's responsibility to make sure they comply with all requirements of this RFP and submit all required documents.
2. Cost proposal and technical proposals are to be submitted in separate packages within the proposal package or email. Review paragraph 1.07, Return Instructions, for more information.
3. Proposals must be received in their entirety no later than the Deadline for Receipt of Proposals. Late proposals will be considered non-responsive and will be rejected.

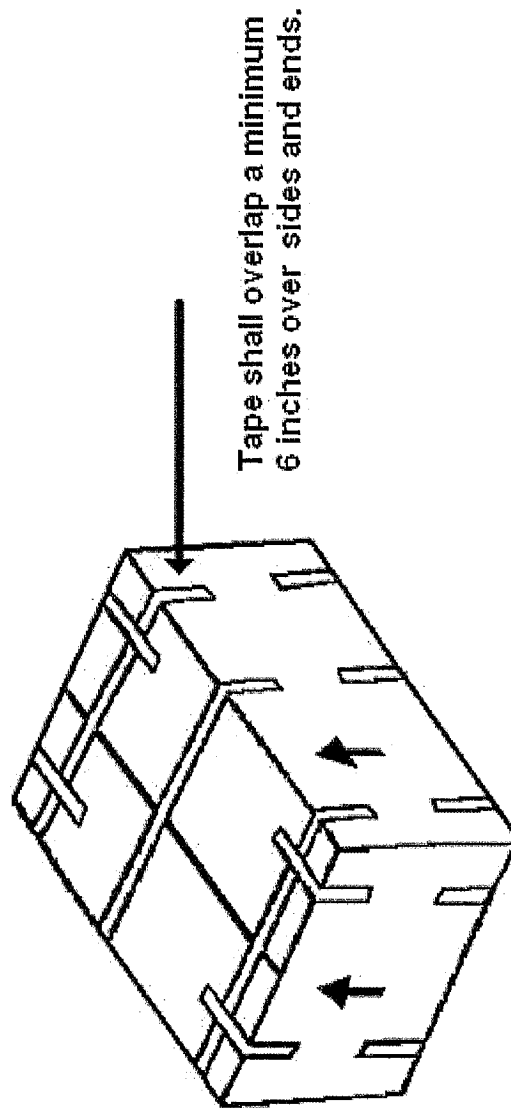
ATTACHMENT 8.05, BOX DIMENSIONS ILLUSTRATION



ATTACHMENT 8.06, BOX SPECIFICATIONS ILLUSTRATION



ATTACHMENT 8.07, BOX TAPING ILLUSTRATION



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8.08 Fresh Food Box Usage – 2009 through 2018

Usage	Box A	Box B
Total ordered from 2009 through 2018 (10 Years)	13945	4250
Average Usage per Year	1395	425

The quantities shown in the above table are the total boxes ordered for the last 10 years. These quantities are for informational purposes only. With the exception of the quantities shown for Fresh Food Box A in paragraph 3.01.k, Guarantee, of the RFP, the State does not guarantee a minimum or maximum quantity of boxes to be ordered or dollar amount to be spent against any contract resulting from this RFP.

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

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

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

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

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

Name and Title of Authorized Representative:_____.

Signature:_____

Date:_____.

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

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Instructions for Certification

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

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RFP 190000045

COST PROPOSAL

Offerors must complete and submit the Cost Proposal attached to this RFP for their proposal to be considered responsive. Costs must be offered for both Box A and Box B and must include all direct and indirect costs associated with the performance of the contract, including, but not limited to, supervision, labor, materials, supplies, packaging, storage, overhead, profit, etc. Cost Proposal must be submitted separately as specified in paragraph 1.07, Return Instructions, of this RFP.

The quantities shown in this Cost Proposal are an average of the number of boxes ordered between 2009 and 2018. These numbers will be used only for award and evaluation purposes. With the exception of the quantities shown for Fresh Food Box A in paragraph 3.01.k, Guarantee, of the RFP, the State does not guarantee a minimum or maximum quantity of boxes to be ordered or dollar amount to be spent against any contract resulting from this RFP.

By signing this document I certify that this price was independently arrived at without collusion, that I have read and concur with all terms and conditions of this request for proposals, and that this offer will remain valid for at least 90 days from the deadline for receipt of proposals.

1. Evaluated Cost

Item	Description	Qty.	Unit	Unit Cost	Extended Cost
a.	Fresh Food Box A as specified herein	1395	Box	\$	\$
b.	Fresh Food Box B as specified herein	425	Box	\$	\$
c.	Total Cost				\$

2. Amendment(s). I acknowledge receipt of the following amendment(s) issued for this RFP: _____.

3. Offeror Information.

a. Company Name:
b. Authorized Person's Printed Name:
c. Authorized Person's Signature:
d. Date Signed:
