

STATE OF ALASKA REQUEST FOR PROPOSALS (RFP)



FOOD SERVICES FOR JOHNSON YOUTH CENTER

RFP 2023-2600-0234

The Department of Family and Community Services, Division of Juvenile Justice, is soliciting proposals from eligible applicants to provide food services to the resident youth and staff at the Johnson Youth Center located at 3252 Hospital Drive, Juneau, Alaska.

ISSUED BY:

DEPARTMENT OF FAMILY & COMMUNITY SERVICES
DIVISION OF JUVENILE JUSTICE

PRIMARY CONTACT:

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OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

IMPORTANT NOTICE: IF YOU RECEIVED THIS SOLICITATION FROM THE STATE OF ALASKA'S "ONLINE PUBLIC NOTICE" WEB SITE, YOU MUST REGISTER WITH THE PROCUREMENT OFFICER LISTED IN THIS DOCUMENT TO RECEIVE NOTIFICATION OF SUBSEQUENT AMENDMENTS. FAILURE TO CONTACT THE PROCUREMENT OFFICER MAY RESULT IN THE REJECTION OF YOUR OFFER.

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Department of FAMILY AND COMMUNITY SERVICES, Division of Juvenile Justice, is looking for well-trained, highly qualified food service vendors to provide meals and snacks to the youth and staff residing at the Johnson Youth Center facility in Juneau. More than one contract may be awarded in response to this solicitation.

Proposals will be evaluated on each individual lot. A proposer may bid on any or all of the lots. A proposer is not required to propose on all lots to be considered responsive.

Proposals will be evaluated and Contracts will be awarded for the following meals:

- LOT 1 Breakfast and Snack
- LOT 2 Lunch and Snack
- LOT 3 Dinner and Snack

Please identify in your proposal which lot(s) you are submitting a proposal for.

BUDGET

Department of FAMILY AND COMMUNITY SERVICES, Division of Juvenile Justice (DJJ), estimates a budget of \$1,600,000.00 dollars for these services over three (3) fiscal years. Any proposal for all meal lots for all four years which is priced at more than **\$1,600,000.00**, will be considered non-responsive.

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

SEC. 1.02 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than 4:30pm prevailing Alaska Time on August 21st, 2023. Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

SEC. 1.03 MINIMUM MANDATORY REQUIREMENTS

An offeror's failure to meet the following minimum requirements will cause their proposal to be considered non-responsive.

- All contractor employees interacting with facility staff must be able to speak, write and read English.
- The contractor must have all applicable federal, state, and local health certifications for the duration of the contract.
- All contractor employees will have proper certifications to work in the catering industry.
- Contractor must have been in business food service to governmental agencies, non-profit agencies, school districts, or corporations for a minimum of three (3) years.
- Any contractor employees who have been convicted of either a felony or misdemeanor under AS 12.62.900 (23) will not be allowed to enter the Youth Facility. Background checks will be required.
- The contractor shall provide or secure a location in which to prepare meals for the residents and staff of the Youth Facility. There will be no food preparation at the Youth Facility. The contractor will have access to the Youth Facility for delivery of meals only and is responsible for all costs associated with securing a location in which to prepare the food. The food will be served at the Youth Facility by either the residents or the Juvenile Justice Officer staff on site.

SEC. 1.04 REQUIRED REVIEW

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material should 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 proposal and exposure of offeror's proposals upon which award could not be made.

SEC. 1.05 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: DANI OLSEN

EMAIL: dani.olsen@alaska.gov

SEC. 1.06 RETURN INSTRUCTIONS

Offerors must submit a proposal via email. The technical proposal and cost proposal must be saved as separate PDF documents and emailed to fcs.fms.vendor.response@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 note that email transmission is not instantaneous. Similar to sending a hard copy proposal, if you are emailing your proposal, the state recommends sending it enough ahead of time to ensure the email is delivered by the deadline for receipt of proposals.

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

It is the offeror's responsibility to contact the issuing agency at **907-465-3735** to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

Faxed proposals will not be accepted. Oral proposals will not be accepted.

SEC. 1.07 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; and
- G. that the offers will remain open and valid for at least 90 days.
- H. If any offeror fails to comply with [a] through [g] of this paragraph, the state reserves the right to disregard the proposal, terminate the contract, or consider the contractor in default. Assertion that within the last ten (10) years, offeror has not defaulted on any loan or similar agreement nor filed or had filed against it, any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone appointment of a receiver, trustee, or assignee for the benefit of creditors

(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 procurement officer 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 contract to be performed by the offeror.

(e) ATTESTATION OF FINANCIAL STABILITY

- a. Two (2) references from current vendors/suppliers;
- b. Letter from banking institution attesting to financial responsibility
- c. Copies of valid certificates of liability insurance including general liability, and workers compensation liability insurance,

SEC. 1.08 21-DAY MENU

Contractor must provide a 21-day cycle menu for their chosen lot(s).

BACKGROUND CHECKS

Any contractor employees who have been convicted either of a felony or misdemeanor under AS 12.62.900 (23) will not be allowed to enter the Youth Facility. Background checks will be required.

SEC. 1.09 COMPLETENESS OF PROPOSAL

Contractor must fully respond to every question and attach all necessary requested documents.

SEC. 1.10 LOCATION OF WORK

The contractor shall provide or secure a location in which to prepare meals for the residents and staff of the Youth Facility. There will be no food preparation at the Youth Facility. The contractor will have access to the Youth Facility FOR DELIVERY PURPOSES ONLY and is responsible for all costs associated with securing a location IN WHICH TO PREPARE THE MEALS. The food will be served at the Youth Facility by either the residents or the Juvenile Justice Officer staff on site.

SEC. 1.11 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.

SEC. 1.12 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.

SEC. 1.13 AMENDMENTS TO THE RFP

If an amendment is issued, it will be provided to all who were notified 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 website.

SEC. 1.14 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 accordingly. All times are Alaska Time.

- Issue RFP August 1, 2023
- Deadline for Receipt of Proposals August 21, 2023, at 4:30pm Alaska Time
- Proposal Evaluation Committee complete evaluation by August 28, 2023
- State of Alaska issues Notice of Award September 1, 2023
- State of Alaska issues contract September 20 2023
- Contract start October 1, 2023.

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 FAMILY AND COMMUNITY SERVICES, 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.

SEC. 1.15 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.

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

The Johnson Youth Center (JYC) provides three meals and three snacks between meals per day to residents and staff of the facility, seven (7) days per week, year-round.

SEC. 2.02 SCOPE OF WORK

To provide meal service to the Johnson Youth Center for the Alaska Department of Family & Community Services, Division of Juvenile Justice in Juneau.

- The contractor will deliver meals 15 minutes prior to listed mealtimes. If the contractor is unable to provide services, Youth Center Staff must be alerted 24 hours prior. The State will not be billed for any meals that are not provided due to the contractor's unavailability.
- The contractor is responsible for proving all products or the completion of all work set out in the contract. All products or work are subject to inspection, evaluation, and approval by the state. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The state may instruct the contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.
- The Johnson Youth Center will not pay for meals that are spoiled on delivery, do not meet detailed specifications as developed by the Youth Center, or otherwise do not fulfill specifications of program guidelines.
- Substantial failure of the contractor to perform the contract may cause the state to terminate the contract. In this event, the state may require the contractor to reimburse monies paid (based on the identified portion of unacceptable products or work received) and may seek associated damages.
- The quantities referenced in this contract are the state's estimated requirements and may vary more or less from the quantities actually purchased. The state does not guarantee any minimum or maximum purchase. Orders will be issued throughout the contract period on an as-needed basis.

SEC. 2.03 CONTRACT TERM AND WORK SCHEDULE

The initial term of contract(s) procured as the result of this RFP will be from the contract start date, approximately October 1st, 2023 to September 30th, 2024. In addition, each contract will have three (3) annual optional renewals to be exercised at the sole discretion of the State.

Unless otherwise provided in this RFP, the State and the successful offeror/contractor agree: (1) that any extension 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) the procurement officer will provide written notice to the contractor of the intent to cancel such month-to-month extension at least 30 days before the desired date of cancellation. A month-to-month extension may only be executed by the procurement officer via a written contract amendment.

SEC. 2.04 DELIVERABLES

Based on the Scope of Work above, the contractor will conduct the following deliverables:

- 1. Scope of Meals.** The contractor will provide healthy meals for youth and staff alike.
- 2. Control of Quality.** The Youth Center shall retain control of the quality, extent and general nature of its food service and prices to be charged. (7 CFR 210.16(a)(4)).
- 3. Location of Food Preparation.** The vendor shall provide or secure a location in which to prepare meals for the residents and staff of the Youth Center. There will be no food preparation at the Youth Center. The food will be served at the Youth Center by either the residents or the Juvenile Justice Officer staff on site.
- 4. Meal Transport.** Contracting staff will transport meals daily from the Contractor Preparation Site to the Youth Center for arrival 15 minutes before the stated mealtimes (see item 10 below).
- 5. Nonpayment for Meals.** The Youth Center shall not pay for meals that are spoiled on delivery, do not meet detailed specifications as developed by the Youth Center, or otherwise do not fulfill specifications of agreement. (7 CFR 210.16(c)(3)). The State will not be billed for any meals that are not provided due to contractor's unavailability.
- 6. Menu Changes.** If after the first twenty-one (21) day period, the contractor would like to make a change to the menu, the new menu item and the reason for the change must be provided to the Facility Administrator or designee for approval at least 48 hours in advance of the proposed change. A copy of all approved menus and changes to the menus must be retained by the contractor for at least 30 days. Menu changes must take into consideration the food habits and preferences of the Youth Center residents. Temporary, emergency menu changes due to unavailable ingredients are allowed if substitute ingredients are comparable and meet child nutrition program requirements. All menu changes must be provided to the Youth Center in advance for posting in the kitchen.
- 7. Standardized Recipes.** A file of tested standardized recipes designed specifically for the residents of the Youth Center and adjusted to appropriate yield must be used in the preparation of all meals provided under this contract. Child Nutrition labels are required for foods items that do not have standardized recipes. Recipes must make use of USDA donated commodities and must include an accurate listing and amount of ingredients for each food served. The recipe file must be maintained at the contractor's office and copies of the recipes must be provided to the state upon reasonable request.
- 8. Mealtimes.** Congregate mealtimes are indicated in the following table and must be accommodated by the contractor. At least three meals or their equivalent must be served daily, at regular times, with not more than a fourteen-hour span between the evening meal and breakfast, unless ample nourishments are provided between meals that are acceptable to the Youth Center.

Breakfast	Lunch	Dinner
7:00 A.M.	12:00 P.M.	5:00 P.M.

10. Special Diets. All special diets must be ordered by an attending physician or the facility nurse. A Medical Statement Form to Request Special Meals and/or Accommodations shall be submitted to the contractor when special diets are requested.

- a. Special diets may be diabetic or vegetarian meals, or may include modified diets due to allergies, pregnancies, or residents on suicide watch (food that does not require eating utensils).

b. Special, unusual, or complex diets are planned by Youth Center staff and must meet the USDA requirements.

c. Each special meal must be identified to ensure the appropriate resident receives their diet as ordered.

11. Traditional Game (all traditional game foods that are served at the Youth Center).

Occasionally traditional game foods such as moose, caribou, deer, and fish may be offered, either as a special event, as substitutions. In such instances, the food quality must comply with the Department of Environmental Conservation's 18 AAC 31, Alaska Food Code, December 28, 2006. This directive applies to food prepared by the contractor and does not apply to food that may be brought in by family for an individual's consumption.

The Facility Administrator or Designee at the contract location will file a special request with the contractor providing adequate time, prior to each meal if additional meals are required. The advanced notice time frame will be mutually agreed upon by both the Facility Administrator or designee and the contractor upon the first use of this request.

12. Meals for Juvenile Justice Officers. The cost of meals provided to the juvenile justice officers shall be billed to the Youth Center at the single meal rate and must be identified on the monthly invoices as "Juvenile Justice Officers."

13. Meals for Facility Administrators (Quality Assurance). For quality assurance purposes, meals will be provided to the Facility Administrators free of charge on a bi-monthly basis. The meals will be of the same quality, quantity and consistency as the meals served to the residents at the Youth Center. A limited number of other free meals (no more than ten per year) will also be provided to the DJJ Director and members of the Advisory Board.

14. Holidays and Special Events. The contractor is required to provide only the following minimum programs and special meals. Any special events other than those specified below will become the responsibility of the sponsor of the special event.

a. Holidays: Special traditional holiday meals will be served at the Youth Center for Easter, Thanksgiving and Christmas. The cost of special meals must be included in the price of the single meal rate offered in response to this CONTRACT. On Memorial Day, Independence Day and Labor Day the meals served at the Youth Center may consist of, but is not limited to hamburgers, hot dogs, buns, chips, condiments, etc. For these holidays, the contractor may be requested to provide a portion of the meals cooked and ready to serve as well as portions which are uncooked for preparation by the Youth Center staff and residents on an outdoor barbecue. The contractor will receive at least 48 hours advanced notice from the Facility Administrator or designee of these special requests to allow for adequate preparation time.

b. As required: the contractor will provide box lunches to residents who will be off premises. Requests for box lunches must be submitted to the contractor in writing by the facility staff at least 48 hours in advance.

c. Periodic special events may be scheduled by the Youth Center. Requests for meal preparation for these events will be submitted to the contractor at least 48 hours in advance to allow adequate preparation time.

15. USDA Commodities, Website Access. When feasible, the contractor will be given access to the Youth Facilities secure Child Nutrition Programs webpage. From the webpage, the contractor will be able to order USDA commodities from a yearly survey (usually taking place in the spring). The commodities will be delivered to the contractor where they will be used in meals exclusively for the Youth Center. The contractor will subtract the value of the commodities used in the Youth Facilities menus from the monthly invoices. The contractor will comply with the storage and inventory requirements of USDA commodities. Any commodities ordered that are not used in menus must be given to the Youth Center within a reasonable timeframe or by June 30 of the program year at the latest.

166. USDA Commodities, Records/Receipts. The contractor must maintain records of receipt of donated foods and processed end products, of crediting for the value of USDA donated foods, and other records relating to USDA donated foods, in accordance with 7 CFR 250.54(a) & (b).

17. USDA Commodities, Cost-Reimbursement. Under cost-reimbursable contracts, the vendor must ensure that its system of inventory management does not result in the Youth Center being charged for USDA donated foods. (7 CFR 250.53(b))

18. USDA Commodities, Compliance. The Youth Center will ensure that the Food Service Management Company (FSMC) complied with USDA donated food provisions before contract renewal. (7 CFR 250.53(a)(11) & (12))

19. USDA Commodities, Yearly Entitlement Monies. The contractor will coordinate with the project manager to ensure that some of the yearly entitlement money used to order USDA commodities is left over to allow the Youth Center to order items at its discretion.

20. Supplies. The Youth Center will provide the steam tables and/or cold tables necessary for proper food service, cups, plates, bowls, silverware/plastic ware, napkins, and all serving containers and covers (bowls, steam pans, and insulated carriers) used for transporting hot food.

21. Training/Portioning Food. The contractor will assist the Youth Center with portioning foods and provide training on portion size to assure all clients receive adequate portions.

22. Food Survey. The contractor will conduct a written food survey twice a year which will be tabulated by the contractor and forwarded to the Facility Administrator or designee within 14 days.

23. Production Records. Production records must be kept for all meals claimed for reimbursement which includes breakfast, lunch and snacks. Production records shall be provided to the Youth Center each month. Production records requirements are:

- a. Date: month/day/year;
- b. Menu: include all items served;
- c. Items that meet the requirement for meal pattern/reimbursement;
- d. Meals: the number of child and adult meals served and
- e. Quantity: total amount of food used in preparation of meals and menu items, quantities of food utilized, and serving sizes as the Youth Center requires in support of their claim for reimbursement.
- f. This claim information must be submitted to the office assistant designated by the Facility Administrator no later than the 10th of the month following the reporting period. For example, if the

reporting period was the month of July, the data must be submitted to the office assistant no later than August 10th.

g. The contractor must maintain the production records for a period of three years plus the current year or longer if required by an auditing agency. Production records shall be made available to other appropriate agencies if required.

h. The contractor accepts liability caused by the contractor's negligence for all claims assessed as a result of federal or state reviews or audits corresponding with the Youth Facilities period of liability.

24. Reporting Requirements. The following reports must be submitted to the state within the timeframes outlined below:

a. Production records and all information required to support the Youth Facilities claim for reimbursement. The reports must be submitted to the Youth Center Office Assistant on a monthly basis.

b. Itemized meals served reports must be submitted on a monthly basis for comparison to the Youth Center daily resident count. The reports shall be submitted to the Youth Center Office Assistant with the monthly invoices.

c. Breach of Security Reports must be submitted immediately.

25. Reporting Requirements, Termination. Upon termination of the contract, all records including financial and individual dietary records must remain with the state.

26. Confidential Information. Only the Facility Administrator or designee may release information about the Youth Center, residents or state employees to external people, agencies, or companies.

27. Employee Requirements. All contractor employees will speak or write in English when communicating with the Youth Center employees while on work status.

28. Employee Requirements. Contractor must employ a Certified Food Protection Manager (CFPM) who is responsible for food safety as specified in the Alaska Food Code 18 AAC 31.

29. Employee Requirements, Convictions. Any contractor employees who have been convicted of either a felony or misdemeanor under AS 12.62.900 (23) will not be allowed to enter the Youth Center.

30. Employee Requirements, Name on File. For contractor employees entering the Youth Center, the contractor must have on file a name check conducted by the Department of Public Safety no more than 30 days before employment which must be available to the Facility Administrator or designee upon reasonable request.

31. Compliance with Rules, Regulations, and Laws. The contractor and their employees must comply with the rules and regulations at the Youth Center and all other federal, state, and local laws and regulations governing its business operations which are or may become applicable during the contract term including all possible renewal options.

32. Maintenance of Federal, State, and Local Health Certification. The contractor must maintain all applicable federal, state, and local health certification(s) for the duration of the contract.

33. Onsite Review. The project manager, Alaska Child Nutrition Program (AKCNP), Comptroller General, USDA or their duly authorized representatives may perform an onsite review of the food service operation, including the

review of records, to ensure compliance with requirements for the management and use of USDA donated foods per 7 CFR 250.54(d).

34. Penalty Provision. If either party has breached the terms of this contract and has not cured the breach, the nonbreaching party may elect to pursue any available administrative, contractual, or legal remedy including, but not limited to, termination. [2 CFR 200. Subpart F Appendix II (A)].

Raw Food Specifications

All food and supplies purchased for the performance of this contract will be in conformance with the minimum standards of federal and state specifications. The facility may periodically inspect the contractor's inventory of food and supplies to determine that purchase standards are maintained. All food items served by the contractor shall meet or exceed the following specifications:

Meats	USDA Grades or Equivalent Packer Grades
Beef	All beef cuts will be USDA inspected choice cuts or better.
Chicken	USDA inspected. Grade A.
Turkey	USDA inspected. Grade A.
Processed Meats	USDA inspected. Grade 1.
Pork	USDA inspected. Grade 1.
Lamb	USDA inspected. Choice cut or better.
Veal	USDA inspected. Choice cut or better.
Ground Beef	USDA inspected. No higher than 20% fat content will be allowed.
TVP	Textured Vegetable Protein not to exceed 3%.
Dairy Products	Minimum Standards
Milk	Grade "A" under 30,000 bacterial C.C., 1%

	Unflavored, and Non-fat flavored or unflavored.
Cream	20% Butterfat.
Buttermilk	8 ¼ % Milk Solids.
Whipping Cream	Heavy: 30%. Butterfat: Whipped topping and dried milk solids will be used for baking purposes only.
Ice Cream	12% Butterfat
Cheese	No "cheese foods" will be allowed although processed cheese such as American or Swiss can be used.
Eggs	Grade "A". Only fresh eggs may be used.
Low fat substitutions for daily products and eggs must be provided.	
Seafood/Vegetables/Fruits/Others	Minimum Standards
Seafood Products	All fish and seafood products must be from a certified inspected processor. Seafood may be fresh or fresh frozen, Alaskan products are always preferred, best quality. Alaska products should be used when in season and available.
Frozen Fruits/Vegetables	All frozen fruits and vegetables must be of USDA fancy quality
Fresh Fruits and Vegetables	All fresh fruits and vegetables must be of USDA fancy or #1 quality. No anti-oxidant compounds are to be used on fruits and vegetables. Alaska Grown agricultural products should be used when in season and available.
Canned Food	Fancy or Choice quality.

NOTES:

Homemade soups are preferred, however canned soups may be substituted when homemade soups are not available or are impractical, except where consumer demand warrants.

No pre-plated (convenience) meals may be utilized. It is expected that all raw food will be of good quality.

The Youth Center shall retain control of the quality, extent, and general nature of its food service program.

The contractor will maintain rigid procurement procedures throughout the entire process of purchasing, receiving, storage, and inventory of all foods and direct supplies, and will pay for all food, and direct supplies, related to food production, service and management applicable to this contract.

SEC. 2.05 CONTRACT TYPE

This contract is a fixed firm contract.

SEC. 2.06 PROPOSED PAYMENT PROCEDURES

The state will make payments based on a negotiated monthly payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the progress report and invoice has been approved by the project director.

SEC. 2.07 CONTRACT PAYMENT

No payment will be made until the contract is approved by the Commissioner of the Department of Family and Community Services 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.

SEC. 2.08 LOCATION OF WORK

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.

SEC. 2.09 THIRD-PARTY SERVICE PROVIDERS

The contractor must provide, on an annual basis, a Type 2 Statement on Standards for Attestation Engagements (SSAE) report(s). Failure to provide these reports may be treated as a material breach and may be a basis for a finding of default.

SEC. 2.10 SUBCONTRACTORS

Subcontractors will not be allowed.

SEC. 2.11 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 2.12 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.

SEC. 2.13 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.

SEC. 2.14 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 director or procurement officer. Changes that are not approved by the state may be grounds for the state to terminate the contract.

SEC. 2.15 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 procurement officer has secured any required state approvals necessary for the amendment and issued a written contract amendment, approved by the Commissioner of the Department of Family and Community Services or the Commissioner's designee.

SEC. 2.16 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 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.

SEC. 2.17 INDEMINIFICATION

The contractor shall indemnify, hold harmless, and defend the state 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 state. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the state, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "state", 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.

SEC. 2.18 INSURANCE REQUIREMENTS

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.

Workers' Compensation Insurance: The contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.

Commercial General Liability Insurance: covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

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.

SEC. 2.19 TERMINATION FOR DEFAULT

If the project director or procurement officer 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 in **SECTION 8. ATTACHMENTS**.

SECTION 3. PROPOSAL FORMAT AND CONTENT

SEC. 3.01 PROPOSAL FORMAT AND CONTENT

The state discourages overly lengthy and costly proposals. 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.

SEC. 3.02 INTRODUCTION

Proposals must include the complete name and address of offeror's firm and the name, mailing 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; and, if applicable, provide notice that the firm qualifies as an Alaskan bidder. Proposals must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

SEC. 3.03 UNDERSTANDING OF THE SERVICES TO BE PROVIDED

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

SEC. 3.04 SYSTEM USED FOR SERVICE PROVISION

Offerors must provide comprehensive narrative statements that set out the methodology they intend to employ and illustrate how the methodology will serve to accomplish the work and meet the state's project schedule.

SEC. 3.05 MANAGEMENT PLAN

Offerors must provide comprehensive narrative statements that set out the management plan they intend to follow and illustrate how the plan will serve to accomplish the work and meet the state's project schedule.

SEC. 3.06 EXPERIENCE AND QUALIFICATIONS

Offerors must provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

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

- title,
- resume,
- location(s) where work will be performed,

Offerors must provide reference names and phone numbers for similar projects the offeror's firm has completed.

SEC. 3.07 COST PROPOSAL

The cost proposal will be submitted on the cost proposal created for this RFP (Attachment 1).

SECTION 4.

SEC. 4.01 EVALUATION CRITERIA

All proposals will be reviewed to determine if they are responsive using the minimum mandatory requirements set out in **SECTION 1.03**. Proposals determined to be responsive will be evaluated using the criterion that is set out in **SECTION 4.02 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.

EVALUATION CRITERIA AND CONTRACTOR SELECTION

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS **1000**

SEC. 4.02 UNDERSTANDING OF THE SERVICES TO BE PROVIDED (10%)

Proposals will be evaluated against the questions set out below:

- 1) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the food services to be provided?
- 2) How well has the offeror identified pertinent issues and potential problems with provision of food services for Johnson Youth Center residents and staff?
- 3) To what degree has the offeror demonstrated through its menus an understanding of the deliverables the state expects it to provide?

SEC. 4.03 SYSTEM USED FOR SERVICE PROVISION (10%)

Proposals will be evaluated against the questions set out below:

- 1) How comprehensive is the system does it depict a logical approach to fulfilling the requirements of the RFP such as crisis communications when something goes wrong?
- 2) How well does the system match and achieve the objectives set out in the RFP?

SEC. 4.04 MANAGEMENT PLAN (10%)

Proposals will be evaluated against the questions set out below:

- 1) How well does the management plan logically lead to the deliverables required in the RFP?
- 2) Is the organization of the project team clear, and does it illustrate the lines of authority, accountability, and communication?
- 3) To what extent does the offeror already have equipment, and licenses necessary to perform the contract?
- 4) Does it appear that the offeror can meet the schedule set out in the RFP?
- 5) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP in developing menus appealing to teenagers?
- 6) To what degree is the proposal practical and feasible?

SEC. 4.05 EXPERIENCE AND QUALIFICATIONS (20%)

Proposals will be evaluated against the questions set out below:

a) Questions regarding the personnel:

- 1) Do the individuals assigned to the project have prior experience with the services required under the contract? 2) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work?
- 3) How extensive is the applicable training and experience of the personnel designated to work under the contract?

b) Questions regarding the firm

- 1) How well has the firm demonstrated experience with the services needed under the contract:

2) How successful is the general history of the firm regarding engagement of long-term clients for food service provision?

3) Has the firm provided letters of reference from previous clients?

SEC. 4.06 CONTRACT COST (40 %)

Overall, a minimum of 40% of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 9.10.

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.

SEC. 4.07 ALASKA OFFEROR PREFERENCE (10%)

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

SECTION 5. GENERAL PROCESS INFORMATION

SEC. 5.01 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 Preference 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:

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

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

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

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

SEC. 5.02 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.

SEC. 5.03 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.

SEC. 5.04 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.

SEC. 5.05 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.

SEC. 5.06 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 DFCS Contracts conference room on the 7th floor of the State Office Building in Juneau, Alaska.

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

SEC. 5.07 FAILURE TO NEGOTIATE

If the selected offeror

- fails to provide the information required to begin negotiations in a timely manner; or

- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available for the project; or
- if the offeror and the state, after a good faith effort, simply cannot come to terms,

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

SEC. 5.08 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.

SEC. 5.09 PROTEST

2 AAC 12.695 provides that an interested party may protest the content of the RFP or the award of a contract.

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 the issuance of a contract solicitation, the award of a contract, or the failure to award a contract.”

Per 2 AAC 12.695, an interested party must first attempt to informally resolve the dispute with the procurement officer. If that attempt is unsuccessful, the interested party may file a written protest to the solicitation or the award of the contract. The protest must be filed with the Commissioner of the purchasing agency or the Commissioner’s designee. The protester must also file a copy of the protest with the procurement officer. The protest must include the following information:

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

If an interested party wishes to protest the content of a solicitation, the protest must be filed before the date and time that proposals are due.

If an offeror wishes to protest the award of a contract not greater than \$50,000, the protest must be filed within 10 days from the date of the solicitation or award, whichever is later.

If an offeror wishes to protest the award of a contract greater than \$50,000, the protest must be filed within 10 days from the date that notice of award is made.

A protester must have submitted a proposal in order to have sufficient standing to protest the award of a contract.

The procurement officer shall immediately give notice of the protest to the contractor or, if no award has been made, to all offerors who submitted proposals.

If the protestor agrees, the Commissioner of the purchasing department or the Commissioner's designee may assign the protest to the procurement officer or other state official for alternate dispute resolution. In other cases, the Commissioner or the Commissioner's designee may issue a decision denying the protest and stating the reasons for denial, issue a decision sustaining the protest, in whole or in part, and instruct the procurement officer to implement an appropriate remedy, or conduct a hearing using procedures set out in AS 36.30.670(b).

SEC. 5.10 APPLICATION OF PREFERENCES

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

<http://doa.alaska.gov/dgs/pdf/pref1.pdf>

- Alaska Products Preference - AS 36.30.332
- Recycled Products Preference - AS 36.30.337
- Local Agriculture and Fisheries Products Preference - AS 36.15.050
- Employment Program Preference - AS 36.30.321(b)
- Alaskans with Disabilities Preference - AS 36.30.321(d)

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

Sec. 5.11 ALASKA BIDDER PREFERENCE

An Alaska Bidder Preference of 5% will be applied to the price in the proposal. The preference will be given to an offeror who:

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

members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and

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

Alaska Bidder Preference Certification Form

In order to receive the Alaska Bidder Preference, the proposal must include the Alaska Bidder Preference Certification Form attached to this RFP. An offeror does not need to complete the Alaska Veteran Preference questions on the form if not claiming the Alaska Veteran Preference. An offeror's failure to provide this completed form with their proposal will cause the state to disallow the preference.

SEC. 5.12 ALASKA VETERAN PREFERENCE

An Alaska Veteran Preference of 5%, not to exceed \$5,000, will be applied to the price in the proposal. The preference will be given to an offeror who qualifies under AS 36.30.990(2) as an Alaska bidder and is a:

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

In accordance with AS 36.30.321(i), the bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other government, or the general public.

Alaska Veteran Preference Certification

In order to receive the Alaska Veteran Preference, the proposal must include the Alaska Bidder Preference Certification Form attached to this RFP. An offeror's failure to provide this completed form with their proposal will cause the state to disallow the preference.

SEC. 5.13 ALASKA OFFEROR PREFERENCE

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

SEC. 5.14 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:

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

SEC. 5.15 EXAMPLES: CONVERTING COST TO POINTS & APPLYING PREFERENCES

(a) FORMULA USED TO CONVERT COST TO POINTS

STEP 1

List all proposal prices, adjusted where appropriate by the application of applicable preferences claimed by the offeror.

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 lowest cost x 40 maximum points for cost = 1,600,000 ÷ \$42,750 cost of Offeror #2's proposal = 37.4

Offeror #3 receives 33.7 points.

\$40,000 lowest cost x 40 maximum points for cost = 1,600,000 ÷ \$47,500 cost of Offeror #3's proposal = 33.7

(b) ALASKA OFFEROR PREFERENCE

STEP 1

Determine the number of points available to qualifying offerors under this preference.

100 Total Points Available in RFP x 10% Alaska offerors preference = 10 Points for the Preference

STEP 2

Determine which offerors qualify as Alaska bidders and thus, are eligible for the Alaska offerors preference. For the purpose of this example, presume that all of the proposals have been completely evaluated based on the evaluation criteria in the RFP. The scores at this point are:

Offeror #1	83 points	No Preference	0 points
Offeror #2	74 points	Alaska Offerors Preference	10 points
Offeror #3	80 points	Alaska Offerors Preference	10 points

STEP 3

Add the applicable Alaska offerors preference amounts to the offeror's scores:

Offeror #1	83 points	
Offeror #2	84 points	(74 points + 10 points)
Offeror #3	90 points	(80 points + 10 points)

STEP 4

Offeror #3 is the highest scoring offeror and would get the award, provided their proposal is responsible and responsive.

SECTION 6. GENERAL LEGAL INFORMATION

SEC. 6.01 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign and submit the State's Standard Agreement Form for Professional Services Contracts (form SAF.DOC/Appendix A). This form is attached in **SECTION 8. EXHIBITS** 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 in a separate document. Please include the following information with any change that you are proposing:

1. Identify the provision the offeror takes exception with.
2. Identify why the provision is unjust, unreasonable, etc.
3. Identify exactly what suggested changes should be made.

SEC. 6.02 QUALIFIED OFFERORS

Per 2 AAC 12.875, unless provided for otherwise in the RFP, to qualify as an offeror for award of a contract issued under AS 36.30, the offeror must:

- 1) Add value in the contract by actually performing, controlling, managing, or supervising the services to be provided; or
- 2) Be in the business of selling and have actually sold on a regular basis the services and deliverables that are the subject of the RFP.

If the offeror leases services or supplies or acts as a broker or agency in providing the services or deliverables in order to meet these requirements, the procurement officer may not accept the offeror as a qualified offeror under AS 36.30.

SEC. 6.03 PROPOSAL AS PART OF THE CONTRACT

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

SEC. 6.04 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.

SEC. 6.05 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: <https://www.state.gov/trafficking-in-persons-report/>

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

SEC. 6.06 RIGHT OF REJECTION

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

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

Minor informalities that:

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

may be waived by the procurement officer.

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

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

SEC. 6.07 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

SEC. 6.08 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.

The Office of Procurement and Property Management (OPPM), or their designee recognizes that some information an offeror submits might be confidential under the United States or the State of Alaska Constitution, a federal statute or regulation, or a State of Alaska statute: i.e., might be confidential business information (CBI). *See, e.g.,* article 1, section 1 of the Alaska Constitution; AS 45.50.910 – 45.50.945 (the Alaska Uniform Trade Secrets Act); *DNR v. Arctic Slope Regional Corp.*, 834 P.2d 134, 137-39 (Alaska 1991). For OPPM or their designee to treat information an offeror submits with its proposal as CBI, the offeror must do the following when submitting their proposal: (1) mark the specific information it asserts is CBI; and (2) for each discrete set of such information, identify, in writing, each authority the offeror asserts make the information CBI. If the offeror does not do these things, the information will become public after the Notice of Intent to Award is issued. If the offeror does these things, OPPM or their designee will evaluate the offeror's assertion upon receiving a request for the information.

If OPPM or their designee reject the assertion, they will, to the extent permitted by federal and State of Alaska law, undertake reasonable measures to give the offeror an opportunity to object to the disclosure of the information.

SEC. 6.09 ASSIGNMENTS

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. Proposals that are conditioned upon the state's approval of an assignment will be rejected as non-responsive.

SEC. 6.10 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.

SEC. 6.11 SEVERABILITY

If any provision of the contract is found to be invalid or 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.

SEC. 6.12 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with **SEC. 7.06 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:

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

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.

SEC. 6.13 FEDERALLY IMPOSED TARRIFFS

Changes in price (increase or decrease) resulting directly from a new or updated Federal Tariff, excise tax, or duty, imposed after contract award may be adjusted during the contract period or before delivery into the United States via contract amendment.

- **Notification of Changes:** The Contractor must promptly notify the Procurement Officer in writing of any new, increased, or decreased Federal excise tax or duty that may result in either an increase or decrease in the contact price and shall take appropriate action as directed by the Procurement Officer.
- **After-imposed or Increased Taxes and Duties:** Any Federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:

- a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract;
- b) The contractor warrants, in writing, that no amount of the newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.
- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in Federal excise tax or duty for goods or services under the contract, except social security or other employment [taxes](#), that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Procurement Officer.
- **State's Ability to Make Changes:** The State reserves the right to request verification of Federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
- **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

SECTION 7. ATTACHMENTS

SEC. 7.01 ATTACHMENTS

Attachments:

- 1) Cost Proposal
- 2) Alaska Bidder's Preference Certification Form
- 3) Standard Agreement Form - Standard Contract Form for Professional Services