

# STATE OF ALASKA REQUEST FOR PROPOSALS



## APK BUILDING CAFE

RFP 2024-0500-0056

ISSUED SEPTEMBER 26, 2023

**The Alaska State Library Archives and Museums seeks a vendor to lease and operate a café in the Fr. Andrew P. Kashevaroff Building (APK), located at 395 Whittier Street in Juneau, Alaska.**

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ISSUED BY:

DEPARTMENT OF EDUCATION AND EARLY  
DEVELOPMENT  
DIVISION OF LIBRARIES, ARCHIVES AND  
MUSEUMS

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.

# TABLE OF CONTENTS

<b>SECTION 1.</b>	<b>INTRODUCTION &amp; INSTRUCTIONS.....</b>	<b>3</b>
SEC. 1.01	PURPOSE OF THE RFP .....	3
SEC. 1.02	BUDGET .....	3
SEC. 1.03	DEADLINE FOR RECEIPT OF PROPOSALS .....	3
SEC. 1.04	PRIOR EXPERIENCE.....	3
SEC. 1.05	REQUIRED REVIEW .....	3
SEC. 1.06	QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS .....	4
SEC. 1.07	RETURN INSTRUCTIONS .....	4
SEC. 1.08	ASSISTANCE TO OFFERORS WITH A DISABILITY .....	4
SEC. 1.09	AMENDMENTS TO PROPOSALS .....	5
SEC. 1.10	AMENDMENTS TO THE RFP.....	5
SEC. 1.11	RFP SCHEDULE .....	5
SEC. 1.12	ALTERNATE PROPOSALS .....	5
SEC. 1.13	NEWS RELEASES.....	5
<b>SECTION 2.</b>	<b>BACKGROUND INFORMATION.....</b>	<b>6</b>
SEC. 2.01	BACKGROUND INFORMATION .....	6
<b>SECTION 3.</b>	<b>SCOPE OF WORK &amp; CONTRACT INFORMATION.....</b>	<b>12</b>
SEC. 3.01	SCOPE OF WORK .....	12
SEC. 3.02	CONTRACT TERM AND WORK SCHEDULE .....	12
SEC. 3.03	DELIVERABLES .....	12
SEC. 3.04	CONTRACT TYPE .....	12
SEC. 3.05	PROPOSED PAYMENT PROCEDURES .....	12
SEC. 3.06	LOCATION OF WORK.....	12
SEC. 3.07	RIGHT TO INSPECT PLACE OF BUSINESS .....	13
SEC. 3.08	CONTRACT PERSONNEL .....	13
SEC. 3.09	INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES .....	13
SEC. 3.10	NONDISCLOSURE AND CONFIDENTIALITY .....	13
SEC. 3.11	INDEMNIFICATION.....	14
SEC. 3.12	INSURANCE REQUIREMENTS .....	14
SEC. 3.13	TERMINATION FOR DEFAULT .....	15
<b>SECTION 4.</b>	<b>PROPOSAL FORMAT AND CONTENT .....</b>	<b>16</b>
SEC. 4.01	RFP SUBMITTAL FORMS .....	16
SEC. 4.02	SPECIAL FORMATTING REQUIREMENTS .....	16
SEC. 4.03	OFFEROR INFORMATION AND CERTIFICATIONS (SUBMITTAL FORM A).....	16
SEC. 4.04	EXPERIENCE AND QUALIFICATIONS (SUBMITTAL FORM B) .....	17
SEC. 4.05	UNDERSTANDING OF THE PROJECT (SUBMITTAL FORM C) .....	18
SEC. 4.06	MANAGEMENT PLAN FOR THE PROJECT (SUBMITTAL FORM D).....	18
SEC. 4.07	FEE PROPOSAL (SUBMITTAL FORM E) .....	18
<b>SECTION 5.</b>	<b>EVALUATION CRITERIA AND CONTRACTOR SELECTION .....</b>	<b>19</b>
SEC. 5.01	SUMMARY OF EVALUATION PROCESS .....	19
SEC. 5.02	EVALUATION CRITERIA .....	19
SEC. 5.03	SCORING METHOD AND CALCULATION.....	20
SEC. 5.04	EXPERIENCE AND QUALIFICATIONS.....	21
SEC. 5.05	UNDERSTANDING OF THE PROJECT .....	21
SEC. 5.06	MANAGEMENT PLAN FOR THE PROJECT .....	22
SEC. 5.07	FEE PROPOSAL .....	22
SEC. 5.08	ALASKA OFFEROR PREFERENCE .....	22
<b>SECTION 6.</b>	<b>GENERAL PROCESS AND LEGAL INFORMATION .....</b>	<b>24</b>
SEC. 6.01	ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES .....	24
SEC. 6.02	SITE INSPECTION .....	24
SEC. 6.03	CLARIFICATION OF OFFERS .....	25
SEC. 6.04	DISCUSSIONS WITH OFFERORS .....	25
SEC. 6.05	EVALUATION OF PROPOSALS .....	25
SEC. 6.06	CONTRACT NEGOTIATION .....	25
SEC. 6.07	FAILURE TO NEGOTIATE .....	26
SEC. 6.08	OFFEROR NOTIFICATION OF SELECTION .....	26
SEC. 6.09	PROTEST .....	26
SEC. 6.10	APPLICATION OF PREFERENCES.....	27

SEC. 6.11	ALASKA BIDDER PREFERENCE .....	27
SEC. 6.12	ALASKA VETERAN PREFERENCE.....	28
SEC. 6.13	STANDARD CONTRACT PROVISIONS .....	28
SEC. 6.14	QUALIFIED OFFERORS .....	29
SEC. 6.15	PROPOSAL AS PART OF THE CONTRACT .....	29
SEC. 6.16	ADDITIONAL TERMS AND CONDITIONS .....	29
SEC. 6.17	HUMAN TRAFFICKING .....	29
SEC. 6.18	RIGHT OF REJECTION .....	29
SEC. 6.19	STATE NOT RESPONSIBLE FOR PREPARATION COSTS .....	30
SEC. 6.20	DISCLOSURE OF PROPOSAL CONTENTS .....	30
SEC. 6.21	ASSIGNMENT .....	31
SEC. 6.22	DISPUTES .....	31
SEC. 6.23	SEVERABILITY .....	31
SEC. 6.24	SUPPLEMENTAL TERMS AND CONDITIONS .....	31
SEC. 6.25	SOLICITATION ADVERTISING .....	31
SEC. 6.26	FEDERALLY IMPOSED TARIFFS .....	31
<b>SECTION 7.</b>	<b>ATTACHMENTS .....</b>	<b>33</b>
SEC. 7.01	ATTACHMENTS .....	33

## **SECTION 1. INTRODUCTION & INSTRUCTIONS**

### **SEC. 1.01 PURPOSE OF THE RFP**

The Department of Education and Early Development, Division of Libraries, Archives and Museums, is soliciting proposals for a vendor to lease and operate a cafe in the Fr. Andrew P. Kashevaroff Building (APK), located at 395 Whittier Street in Juneau, Alaska.

### **SEC. 1.02 BUDGET**

Department of Education and Early Development, Division of Libraries, Archives and Museums, seeks to receive a minimum rent of \$1,000 per month. Proposals priced at less than \$1000 per month will be considered non-responsive and rejected.

### **SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS**

Proposals must be received no later than **3:00PM** prevailing Alaska Standard Time on October 17, 2023, as indicated by email timestamp and late proposals will not be considered.

### **SEC. 1.04 PRIOR EXPERIENCE**

For offers to be considered responsive offerors must meet these minimum prior experience requirements:

- 5 years' demonstrated experience successfully providing café services or restaurant services to the public.

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

### **SEC. 1.05 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. 1.06 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: Kathy Blomquist – PHONE 907-465-8654 TDD 1-800-770-8973  
Email – eed.procurement@alaska.gov

## **SEC. 1.07 RETURN INSTRUCTIONS**

Department of Education and Early Development  
Division of Libraries, Archives and Museums  
eed.procurement@alaska.gov  
Request for Proposal (RFP) Number: 2024-0500-0056  
RFP Title: APK Building Café 2024-0500-0056

When submitting a proposal via email, the technical proposal and cost proposal must be saved as separate PDF documents and emailed to **eed.procurement@alaska.gov** as separate, clearly labeled attachments, such as “Vendor A – Technical Proposal.pdf” and “Vendor A – Cost Proposal.pdf”. 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. The state recommends sending it enough ahead of time to ensure the email is delivered by the deadline for receipt of proposals.

The procurement officer will make every attempt to confirm receipt of a proposal via email, however, it is ultimately the offeror’s responsibility to confirm that the proposal has been received. The state is not responsible for unreadable, late, corrupt, or missing attachments.

## **SEC. 1.08 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. 1.09 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. 1.10 AMENDMENTS TO THE RFP**

If an amendment is issued before the deadline for receipt of proposals, the amendment will be posted on the State of Alaska Online Public Notice (OPN) website. The link to the posting of the amendment 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 OPN.

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 because of receiving new or amended proposals.

**SEC. 1.11 RFP SCHEDULE**

RFP schedule set out herein represents the state'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 Standard Time.

ACTIVITY	TIME	DATE
Issue Date / RFP Released	3:00pm	9/26/2023
Deadline for Receipt of Questions	3:00pm	10/10/2023
Deadline for Receipt of Proposals / Proposal Due Date	3:00pm	10/17/2023
Proposal Evaluations Complete	3:00pm	10/20/2023
Notice of Intent to Award	5:00pm	10/20/2023
Contract Issued	5:00pm	10/31/2023

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 Education and Early Development, 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. 1.12 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.

**SEC. 1.13 NEWS RELEASES**

News releases related to this RFP will not be made without prior approval of the project director.

## SECTION 2. BACKGROUND INFORMATION

### SEC. 2.01 BACKGROUND INFORMATION

The Alaska State Library Archives & Museums wishes to lease its cafe in the Fr. Andrew P. Kashevaroff Building (APK), located at 395 Whittier Street in Juneau, Alaska.

The APK is the site of the Alaska State Museum and the reading and research rooms of the Alaska State Libraries and the Alaska State Archives. The building also features a classroom, a 125-seat lecture hall, and a grand atrium. There are approximately 50 visitor parking places and space for up to 4 tour buses (each with potentially up to 40 people).

The café is expected to augment the visitor experience of this exceptional building. The café can expect patronage from up to 50 staff members who work in the building, as well as tourists and local visitors. The busiest tourist season is May through September, with slower visitation the rest of the year. Café hours should match the building's scheduled open hours. Closing after lunch is acceptable. Projected opening date is December 1, 2023, but this can be negotiated.

The café is located just inside the front door of the building. A door opens into the café space from the foyer and another door leads to the building's atrium. The retail space is approximately 20'x21' with an added area of approximately 10'x20' toward the back for food preparation. The café has a total of 640 square feet.

An exterior door leads from the back of the food preparation area to the exterior. Due to the location of the space at the foyer entrance, it is possible for the cafe to be occupied when the rest of the building has not yet opened, although there is no access to restrooms for either staff or clientele until the building is opened. The space is partially furnished.

The café consists of the following equipment that is owned by the APK:

Make	Model	Description
Champion	UH130B	Dishwasher
True Food Service	TUC-48G	Glass Door Refrigerator
True Food Service	T-49DT	Reach-In Solid Swing Door Dual Temperature Refrigerator / Freezer
Imperial	IR-6-E	36 inch Electric range - six plate and oven
Advance Tabco	KSS-245	Worktable with backsplash, stainless steel, 24" by 60"
Advance Tabco	Unk	Worktable with sink
Slatwall parts and pieces		
Uline	H-4776	4X8' PAINT READY SLATWALL 2/PK

Make	Model	Description
Uline	H-3881	22X8 SLATWALL TOWER SHELVES 4/PK
Uline	H-4773	8' ALUMINUM SLATWALL INSERTS
Uline	S-18612W	24X12X4" WIRE BASKET WHITE 6/CT
Uline	S-18617C	CHROME 5 J-HOOK WATERFALL 12/CT
Uline	S-18601	8.5X11" SLATWALL SIGN HOLDER
Amerex	KP Series	Automatic Wet Chemical Extinguishing System

## Café Equipment Cleaning and Maintenance Checklist

### Required Reading:

Please read the operating information and agree to follow the maintenance and cleaning guidelines for the equipment listed below. Date, initial and print your name after reading the required section pages.

Section	Equipment	Date	Initials	Printed Name
1	Big Dipper Internal Stariner Unit (Grease trap): Operation, Maintenance, Troubleshooting, Section 1, pages 3-5, 7-9, and 14-16.			
2	True Dual Temperature Refrigerator/Freezer: Safety, operation, startup, maintenance, care and cleaning, Section 2, pages 1-2, 5-7, 11, 26-29.			
3	Hoshizaki Undercounter Refrigerator: Operating, Startup, Display, Alarms, Cleaning and maintenance, Section 2, pages 12-18.			
4	Hoshizaki Cubelet: Operating, Startup, Maintenance, Cleaning and Sanitizing, Section 4, pages 27-36.			
5	Greenheck Kitchen Hood: safety, maintenance, cleaning, filter installation, troubleshooting, Section 5, pages 1, 26-30.			

6	Imperial Electric Range: Controls, do's and don't's, cautions, cleaning and maintenance, use tips, Section 6, pages 4-8.			
7	Amerex Kitchen Wet chemical Agent fire suppression: system components, manual pull station, MSDS, Section 7, MSDS 10-12, KP Product pages 2-4, pages 2-1, 2-5,2-6, 2-10, 3-38			
8	Champion Dishwasher: Booster fill switch, detergent and rinse-aid pumps, loading, operation, cleaning, and maintenance, Section 8, pages 1 of 1, 14-32.			
9	Stainless counter cleaning			
10	Terrazzo flooring			

### Café Maintenance and Cleaning Schedule

Required by APK Building Management	As needed	Daily	Weekly	Monthly	Quarterly	Biannually	Yearly
disinfect trash disposal areas			X				
drain cleaner down floor drains	X						
change out pest traps	X						
sanitize mop and bucket		X					
scrape up sticky spills	X						
vacuum up debris before mopping floors		X					
mop floors		X					
pour mop water down floor drain, flush drain with clean water		X					
wash the interior and exterior of trash cans			X				
take grease to CBJ Hazardous Waster	X						
disinfect prep surfaces and counters		X					
inspect air ducts and vacuum weekly			X				
dust light fixtures, monthly				X			
dust stationary fixtures and wall art				X			
disinfect door handles		X					
clean fingerprints from window and ledges		X					
wall-wipe off splashed		X					

trash emptied and removed to dumpster		X					
<i>Big Dipper Strainer and Grease Trap Section 1, page 4-7</i>							
Empty grease collection container, Section 1, page 4-5		X					
Wash collection container, Section 1, page 4-5			X				
Empty strainer basket in trash and wash, Section 1, page 4-5		X					
Remove solid buildup in collection trough, Section 1, page 4-5			X				
Wipe off wiper blades - assure clipped in place, Section 1, page 4-5			X				
Check skimmer wheel and motor operation, Section 1, page 4-5			X				
Check grease layer after cycle < 1/2 inch, Section 1, page 4-5			X				
Stir and flush sediment in bottom of tank, Section 1, page 4-5					X		
Drain tank and vacuum, Section 1, page 4-5						X	
<i>Clean True Dual Temperature Refrigerator/Freezer</i>							
Cleaning the Condenser coil, page 26-27				X			
Clean stainless surface, page 28			X+				
<i>Undercounter refrigerator</i>							
Clean door gasket and shelves - soap and water, Section 3, page 17				X+			
Clean cabinet interior - soap and water, Section 3, page 17				X			
Vacuum condenser, Section 3, page 18						X	
<i>Cubelet - clean and sanitize</i>							
Clean and sanitize with Nu-Calgon or Hoshizaki Scale Away (Section 4, page 32-34)						X	
Clean extruding head, Remove and sanitize slope and scoop holde. Sanitize inside of spout and bin liner (Section 4, page 32)						X	
Clean storage bin drain, section 4 page 34 mild bleach solution						X	
Clean ice scoop			X				
condenser cleaning (Section 4, page 35)							X
Test drain pump operation (Section 4, page 36)						X	
<i>Greenheck kitchen hood</i>							

Wipe grease from hood interior, Section 5, page 26		X					
Empty grease cup into grease haz-mat bucket (Section 5, page 26)		X					
Remove grease filters and run through dishwasher (2 cycles (Grease X-Tractors primary filters and Grease Grabber secondary filters) (see: Section 5, page 27-28).			X+				
Clean interior plenum surfaces (see: Section 5, page 26).			X				
Clean exterior of hood (see: Section 5, page 26).				X			
Clean air diffusers (see: Section 5, page 26).					X+		
Test and inspect filters (see: Section 5, page 27).					X+		
<i>Imperial Electric Range</i>							
Clean oven (Section 6, page 7)		X					
Clean all stainless (Section 6, page 8)		X+					
Check and clean vents - stub back, high riser, and high shelf exhaust vents			X				
Fire pull station unobstructed			X				
<i>Champion Dishwasher</i>							
Remove and clean spray arms (Section 7 page 29)		X					
Remove, clean and back flush the scrap screen (Section 7, page 31)		X					
Check sump: remove foreign material & clean intake strainer (Section 7, page 31).		X					
Remove lime deposits from the heating element with nylon pad		X					
Open door to dry wash tank overnight (Section 7, page 29)		X					
Check temperature gauge operation (Section 7, page 34)		X					
Check and refill chemical contains as needed (Section 7, page 34)		X					
Inspect water lines for leaks and kinks (Section 7, page 34)			X				
Clean pickup tubing for chemical dispensers (Section 7, page 34)				X			
<i>Stainless work surfaces</i>							
Clean, rinse thoroughly (Section 9, pages		X					

Remove wet items from surfaces and wipe dry at end of day		X					
Repassivate stainless surfaces			X				

## Cleaning products"

Commercial grade stainless steel polish for preserving luster
Nu-Calgon or Hoshizaki Scale Away for cubelet
Sodium Chloride (liquid bleach)
Ammonia (never mix with chloride)
Non-chlorine, non-abrasive stainless cleaner
vinegar
Responsible for furnishing:
step ladder
dishcloths and towels
nylon scrubbers
wet vacuum
paper products
cleaners
plunger
spatula for grease trap
broom and dustpan
trashcan liners
funnel and hose for cubelet (section 4 page 320
5 gallon bucket with lid
trashcan on wheels with lid
nylon scrub brush
nylon griddle scraper

## **SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION**

### **SEC. 3.01 SCOPE OF WORK**

1. Service of high-quality menu items with preference for freshly-made-onsite food; we discourage pre-packaged food and will give preference to menus that do not contain pre-packaged food products.
2. Service of a wide variety of drinks with lids, both hot and cold
3. Provision for utilities and services (such as internet, janitorial)
4. Agree to mutually acceptable hours of operation between 9 am and 4 pm.
5. Agree to working a minimum of five days a week.
6. Agree to mutually acceptable menu
7. Maintain high standards of, including but not limited to, merchandising, advertising, cleanliness, appearance of café space, training of café personnel

### **SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE**

The length of the contract will be from the date of award, approximately December 1, 2023, for approximately 1 year until completion, on November 30, 2024. There are nine optional renewals at the discretion of the State of Alaska for a maximum contract period of ten years.

### **SEC. 3.03 DELIVERABLES**

The contractor will be required to provide the following deliverables:

- Operate the café as described in the Background and Scope of Work
- Submit monthly payment within 30 days of receipt of invoice

### **SEC. 3.04 CONTRACT TYPE**

This contract is a fixed price contract.

### **SEC. 3.05 PROPOSED PAYMENT PROCEDURES**

The state will invoice the vendor monthly and payment is expected to LAM within 30 days of invoice.

### **SEC. 3.06 LOCATION OF WORK**

The location(s) the work is to be performed, completed, and managed is at the Fr. Andrew P. Kashevaroff Building (APK), located at 395 Whittier Street in Juneau, Alaska.

By signing 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. 3.07 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. 3.08 CONTRACT PERSONNEL**

Any change of the project team members named in the proposal must be approved, in advance and in writing, by the project manager. Changes that are not approved by the state may be grounds for the state to terminate the contract.

### **SEC. 3.09 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 director. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project director or procurement officer may instruct the contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.

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

### **SEC. 3.10 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 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 public.

### **SEC. 3.11 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.

### **SEC. 3.12 INSURANCE REQUIREMENTS**

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and always maintain in force during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits.

Certificates of Insurance must be furnished to the procurement officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material

breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

**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. 3.13 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 the remaining work.

This clause does not restrict the state's termination rights under the contract provisions of Appendix A, attached in **SECTION 7. ATTACHMENTS**.

## SECTION 4. PROPOSAL FORMAT AND CONTENT

### SEC. 4.01 RFP SUBMITTAL FORMS

This RFP contains Submittal Forms, which must be completed by the offeror and submitted as part of their proposal. An electronic copy of the forms is posted along with this RFP.

### SEC. 4.02 SPECIAL FORMATTING REQUIREMENTS

The offeror must ensure that their proposal meets all special formatting requirements identified in this section.

**Documents and Text:** All attachment documents must be written in the English language, be single sided, and be single spaced with a minimum font size of 10. Pictures or graphics may be used if the offeror feels it is necessary to communicate their information, however, be aware of the below requirements for page limits.

**Page Limits:** Some Submittal Forms listed below have maximum page limit requirements. Offerors must not exceed the maximum page limits. Note, the page limit applies to the front side of a page only (for example, ‘1 Page’ implies that the offeror can only provide a response on one side of a piece of paper). Any pages exceeding the maximum page limit will be discarded and will not be included in the evaluations (for example, the maximum page limit is 3 pages, but the Offeror submits 5 pages for that submittal form. Only pages 1-3 will be evaluated. Pages 4 and 5 would be discarded by the Procurement Officer before sending to the proposal evaluation committee for evaluation.).

Submittal Form	Maximum Page Limits
Submittal Form A – Offeror Information and Certifications	n/a
<b>Submittal Form B – Experience and Qualifications</b>	<b>5</b>
<b>Submittal Form C – Understanding of the Project</b>	<b>5</b>
<b>Submittal Form D – Management Plan for the Project</b>	<b>5</b>
Submittal Form E – Cost Proposal	n/a

Any Submittal Form submitted as part of a proposal that is not compliant with the instructions above may be a basis for finding the proposal non-responsive and thus rejected.

### SEC. 4.03 OFFEROR INFORMATION AND CERTIFICATIONS (SUBMITTAL FORM A)

The offeror must complete and submit this Submittal Form. The form must be signed by an individual authorized to bind the offeror to the provisions of the RFP.

By signature on the form, the offeror certifies 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.

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.

The Submittal Form also requests the following information:

- a) The complete name and address of offeror's firm along with the offeror's Tax ID.
- b) Information on the person the state should contact regarding the proposal.
- c) Names of critical team members/personnel.
- d) Addenda acknowledgement.
- e) Conflict of interest statement.
- f) Federal requirements.
- g) Alaska preference qualifications.

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

#### **SEC. 4.04 EXPERIENCE AND QUALIFICATIONS (SUBMITTAL FORM B)**

Offerors must describe in detail how they meet or exceed the minimum qualifications as stated in Sec. 1.04;

Offerors must provide details on why they feel they are the best suited vendor to operate a café in the APK building.

Offerors must describe if they already possess the necessary equipment and licenses needed to operate the café.

Offerors must provide resumes for the personnel working at the cafe as a separate attachment along with Submittal Form B. Must include reference names and phone numbers. (Resumes and references not counted in page limits)

The offeror shall not disclose their costs in this Submittal Form. Submission forms shall not exceed the page limit (as described in Section 4.02).

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**SEC. 4.05 UNDERSTANDING OF THE PROJECT (SUBMITTAL FORM C)**

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

Offerors must describe any potential problems they foresee and provide possible solutions.

Offerors must provide details on proposed food and drink items they wish to serve (menu options and pricing), indicate if any of the proposed items are not freshly made on site.

The offeror shall not disclose their costs in this Submittal Form. Submission forms shall not exceed the page limit (as described in Section 4.02).

**SEC. 4.06 MANAGEMENT PLAN FOR THE PROJECT (SUBMITTAL FORM D)**

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.

Offerors must provide detail on 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 describe how many employees and what positions they will hold, back up plans when staff do not arrive, and who LAM staff can contact for comments or concerns.

Offerors should include a description of their daily operations including a typical start to the day, food prep, sanitation activities, point of sales, clean-up procedures and more.

Offerors should include a business plan, if available, as a separate attachment and it will not count in page limits.

The offeror shall not disclose their costs in this Submittal Form. Submission forms shall not exceed the page limit (as described in Section 4.02).

**SEC. 4.07 FEE PROPOSAL (SUBMITTAL FORM E)**

Offerors must complete and submit this Submittal Form. Proposal must include the total monthly fee the vendor agrees to pay to the State of Alaska monthly.

## SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

### SEC. 5.01 SUMMARY OF EVALUATION PROCESS

The state will use the following steps to evaluate and prioritize proposals:

- 1) Proposals will be assessed for overall responsiveness. Proposals deemed non-responsive will be eliminated from further consideration.
- 2) A proposal evaluation committee (PEC), made up of at least three state employees or public officials, will evaluate the technical portion of all responsive proposals.
- 3) The Submittal Forms, from each responsive proposal, will be sent to the PEC. No fee information will be shared or provided to the PEC.
- 4) The PEC will independently evaluate and score the documents based on the degree to which they meet the stated evaluation criteria.
- 5) After independent scoring, the PEC will have a meeting, chaired by the procurement officer, where the PEC may have a group discussion prior to finalizing their scores.
- 6) The evaluators will submit their final individual scores to the procurement officer, who will then compile the scores and calculate awarded points as set out in Section 5.03.
- 7) The procurement officer will calculate scores for fee proposals as set out in Section 5.08 and add those scores to the awarded points along with factoring in any Alaska preferences.
- 8) The procurement officer may ask for best and final offers from offerors susceptible for award and revise the cost scores accordingly.
- 9) The state will then conduct any necessary negotiations with the highest scoring offeror and award a contract if the negotiations are successful.

### SEC. 5.02 EVALUATION CRITERIA

Proposals will be evaluated based on their overall value to state, considering both cost and non-cost factors as described below. Note: 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.

Overall Criteria	Weight
Responsiveness	Pass/Fail

Qualifications Criteria		Weight
Experience and Qualifications	(Submittal Form B)	200
Understanding of the Project	(Submittal Form C)	100
Management Plan for the Project	(Submittal Form D)	200
Total		500

Cost Criteria	Weight
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Fee Proposal (Rent)	(Submittal Form E)	400
	Total	400

Preference Criteria	Weight
Alaska Offeror Preference (if applicable)	100
Total	100

**TOTAL EVALUATION POINTS AVAILABLE: 1000**

### SEC. 5.03 SCORING METHOD AND CALCULATION

Each Proposal Evaluation Committee (PEC) member will individually evaluate and score each responsive proposal using the criteria set out in Sections 5.04 through 5.07 and assign a single score of 1 through 10, with 10 representing the highest score and 1 representing the lowest score. Using only whole numbers, PEC members should start with a score of 5 on each section. The score may either increase or decrease depending on the offeror's response to each question for that section. As an example, if the Offeror provided responses over and above the evaluation questions in a section, they would receive a higher score. However, if the Offeror's response fails to address all questions of a section or demonstrates some lack of understanding or competency as it relates to a question for that section, the Offeror would then receive a lower score.

After the PEC has scored, the scores for each section will be totaled and the following formula will be used to calculate the total amount of points awarded for each section:

$$\frac{\text{Offeror Total Score}}{\text{Highest Total Score Possible}} \times \text{Max Points} = \text{Points Awarded}$$

**Example (Max Points for the Section = 100):**

	PEC Member 1 Score	PEC Member 2 Score	PEC Member 3 Score	PEC Member 4 Score	Combined Total Score	Points Awarded
<b>Offeror 1</b>	10	5	5	10	30	75
<b>Offeror 2</b>	5	5	5	5	20	50
<b>Offeror 3</b>	10	10	10	10	40	100

**Offeror 1** was awarded 75 points:

$$\frac{\text{Offeror Total Score (30)}}{\text{Highest Total Score Possible (40)}} \times \text{Max Points (100)} = \text{Points Awarded (75)}$$

**Offeror 2** was awarded 50 points:

Offeror Total Score (20)

$$\frac{\text{Offeror Total Score (20)}}{\text{Highest Total Score Possible (40)}} \times \text{Max Points (100)} = \text{Points Awarded (50)}$$

**Offeror 3** was awarded 100 points:

Offeror Total Score (40)

$$\frac{\text{Offeror Total Score (40)}}{\text{Highest Total Score Possible (40)}} \times \text{Max Points (100)} = \text{Points Awarded (100)}$$

## **SEC. 5.04 EXPERIENCE AND QUALIFICATIONS**

This portion of the offeror's proposal will be evaluated against the following questions:

- 1) Do the individuals assigned to the project have experience on similar projects?
- 2) Did the offeror describe in detail how they meet or exceed the minimum qualifications set out in Sec. 1.04?
- 3) Did the offeror describe if they already possess the necessary equipment and licenses needed to operate the café?
- 4) Did the offeror provide details on why they feel they are best suited to do this work?
- 5) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
- 6) Were references provided?

## **SEC. 5.05 UNDERSTANDING OF THE PROJECT**

This portion of the offeror's proposal will be evaluated against the following questions:

- 1) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- 2) How well has the offeror provided details on proposed food and drink items they propose to sell?  
Are the items freshly made or are there any pre-packaged/mass produced items being presented?  
Do the selections provided appear to be items the public will purchase and enjoy?
- 3) Did the offeror provide any potential problems with possible solutions for the café?

**SEC. 5.06 MANAGEMENT PLAN FOR THE PROJECT**

This portion of the offeror’s proposal will be evaluated against the following questions:

- 1) How well does the management plan support all the project requirements and logically lead to the deliverables required in the RFP?
- 2) Did the offeror provide details on personnel assigned, lines of authority, etc?
- 3) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- 4) How well does the offeror describe their daily operations?
- 5) Did the offeror give details on their employees, plans for staff call outs, etc?

**SEC. 5.07 FEE PROPOSAL**

Overall, **40%** of the total evaluation points will be assigned to the fee proposed by the offeror. After the procurement officer applies any applicable preferences, the offeror with the highest proposed fee will receive the maximum number of points allocated to cost per 2 AAC 12.260(c). The point allocations for the proposed fee on the other proposals will be determined using the following formula:

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

**SEC. 5.08 ALASKA OFFEROR PREFERENCE**

Per 2 AAC 12.260, 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, which will be added to the offeror’s overall evaluation score.

**Example:****Step 1**

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

1000 Total Points Available in RFP x 10% Alaska Offeror preference = 100 Points for the preference

**Step 2**

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

Offeror #1	830 points	No Preference	0 points
Offeror #2	740 points	Alaska Offeror Preference	100 points
Offeror #3	800 points	Alaska Offeror Preference	100 points

**Step 3**

Add the applicable Alaska Offeror preference amounts to the offerors' scores:

Offeror #1	830 points
Offeror #2	840 points (740 points + 100 points)
<b>Offeror #3</b>	<b>900 points (800 points + 100 points)</b>

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

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## **SECTION 6. GENERAL PROCESS AND LEGAL INFORMATION**

### **SEC. 6.01 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. 6.02 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.

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### **SEC. 6.03 CLARIFICATION OF OFFERS**

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 because of a clarification under this section.

### **SEC. 6.04 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. 6.05 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 because of receiving new or amended proposals.

### **SEC. 6.06 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 virtually.

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## **SEC. 6.07 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. 6.08 OFFEROR NOTIFICATION OF SELECTION**

After the completion of contract negotiation, the procurement officer will issue a written Notice of Intent to Award and send copies of that notice to all offerors who submitted proposals. The notice will set out the names of all offerors and identify the offeror selected for award.

## **SEC. 6.09 PROTEST**

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

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

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

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

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

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

- 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.

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."

## SEC. 6.10 APPLICATION OF PREFERENCES

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

### [Application Of Preferences](#)

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

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs and individuals who qualify as persons with a disability. As evidence of a business' or an individual's right to the Employment Program or Alaskans with Disabilities preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of these preferences, a business or individual must be on the appropriate Division of Vocational Rehabilitation 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. 6.11 ALASKA BIDDER PREFERENCE

An Alaska Bidder Preference of 5% will be applied to the fee 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**

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. 6.12 ALASKA VETERAN PREFERENCE**

An Alaska Veteran Preference of 5%, not to exceed \$5,000, will be applied to the fee 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**

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. 6.13 STANDARD CONTRACT PROVISIONS**

The contractor will be required to sign the state's Standard Contract Form for Goods and Non-Professional Services (form SCF.DOC/Appendix A). This form is attached with the 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, and the state reserves the right to reject a proposal that is non-compliant or takes exception with the contract terms and conditions stated in the Agreement. Any requests to change language in this document (adjust, modify, add, delete, etc.), 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 that the offeror takes exception with.
- 2) Identify why the provision is unjust, unreasonable, etc.
- 3) Identify exactly what suggested changes should be made.

## **SEC. 6.14 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 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 supplies 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 supplies to meet these requirements, the procurement officer may not accept the offeror as a qualified offeror under AS 36.30.

## **SEC. 6.15 PROPOSAL AS PART OF THE CONTRACT**

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

## **SEC. 6.16 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. 6.17 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. 6.18 RIGHT OF REJECTION**

Offerors must comply with all 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 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 counteroffer 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 it is not in the best interest of the State.

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

## **SEC. 6.19 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. 6.20 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. 6.21 ASSIGNMENT**

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

## **SEC. 6.22 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. 6.23 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.

## **SEC. 6.24 SUPPLEMENTAL TERMS AND CONDITIONS**

Proposals must comply with Section 6.08 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 because of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

## **SEC. 6.25 SOLICITATION ADVERTISING**

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

## **SEC. 6.26 FEDERALLY IMPOSED TARIFFS**

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) Submittal Forms A – D
- 2) Fee Proposal Submittal Form E
- 3) Standard Contract Form for Goods and Non-Professional Services