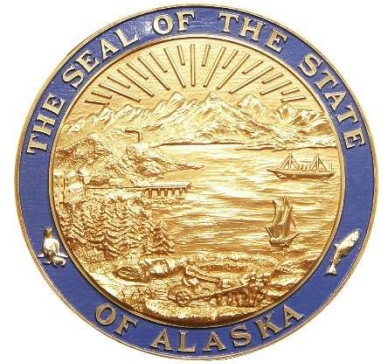


STATE OF ALASKA REQUEST FOR PROPOSALS



AS-NEEDED MOBILE FOOD SERVICE FOR WILDFIRE OPERATIONS

RFP 2025-1000-0297

ISSUED 3/4/2025

ISSUED BY:

DEPARTMENT OF NATURAL RESOURCES
DIVISION OF FORESTRY & FIRE PROTECTION

PRIMARY CONTACT:

MADELYN LOWE
PROCUREMENT OFFICER
MADELYN.LOWE@ALASKA.GOV
(907) 761-6357

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 Natural Resources, Division of Forestry & Fire Protection, is seeking competitive proposals from qualified contractors to provide mobile food services on an as-needed basis. These services will support personnel during wildfire and other "all hazards" incidents.

SEC. 1.02 BUDGET

The Department of Natural Resources, Division of Forestry & Fire Protection, estimates an annual budget of approximately \$300,000.00 to \$500,000.00 dollars for the resulting contract.

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **2:00 PM** prevailing Alaska Standard Time on **02/21/2025** as indicated by postmark or email timestamp and late proposals will not be considered.

SEC. 1.04 PRIOR EXPERIENCE

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

- Offerors must demonstrate experience providing mobile food services for at least 250 people over a minimum of 2 days at a remote location in support of wildland fires, other emergency responses, or large planned events.

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 ITB. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the ITB. The procurement officer will make that decision. The deadline to receive questions is March 14, 2025, by 2:00 PM Alaska Time.

Procurement Officer: **MADELYN F. LOWE**
Phone: **(907) 761-6357**
Email: **madelyn.lowe@alaska.gov**

SEC. 1.07 RETURN INSTRUCTIONS

If submitting a bid via email, the Bid Schedule must be saved as a PDF document and emailed to madelyn.lowe@alaska.gov. The PDF document must be clearly labeled such as “Vendor A – Bid Schedule.pdf” (Vendor A is the name of the bidder). The email must contain the ITB 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 bid exceeds this size, the bid must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above.

Please note that email transmission is not instantaneous. Similar to sending a hard copy bid, if you are emailing your bid, the State recommends sending it enough ahead of time to ensure the email is delivered by the deadline for receipt of bid.

If submitting bids using U.S. mail, or delivery service, bidders must submit one hard copy of their bid, in writing, to the Procurement Officer in a sealed package. The sealed bid package must be addressed as follows:

Department of Natural Resources
Division of Forestry & Fire Protection
Attention: MADELYN F. LOWE
Invitation to Bid (ITB) Number: 2025-1000-0297
ITB Title: AS NEEDED MOBILE FOOD SERVICE FOR WILDLAND FIRE OPERATIONS
101 Airport Road
Palmer, Alaska 99645

It is the bidder’s responsibility to contact the issuing agency at 1 (907) 761-6357 or madelyn.lowe@alaska.gov to confirm that the bid has been received. The State is not responsible for unreadable, corrupt, or missing attachments..

SEC. 1.08 ASSISTANCE TO OFFERORS WITH 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 as a result 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	N/A	03/05/2025
Deadline for Receipt of Proposals / Proposal Due Date	2:00 PM	03/21/2025
Proposal Evaluations Complete	Week of	03/24/2025
Notice of Intent to Award	Week of	03/24/2025
Contract Issued	Week of	04/01/2025

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

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. SCOPE OF WORK

SEC. 2.01 BACKGROUND INFORMATION

The state of Alaska, department of Natural Resources, Division of Forestry & Fire Protection has established several methods to provide meals for crews and support personnel involved in wildland fire activities or other emergency operations. These methods include:

- Fresh food boxes
- Meal ready to eat (MRE)
- Fire camp caterers
- Delivered meals from local caterers/restaurants

Fresh food boxes and MREs are typically used to feed small groups of personnel, usually fewer than 25, at remote locations such as spike camps or on the fire line.

Delivered meals from local caterers/restaurants and fire camp caterers: these services are most utilized when the Division has 50 or more people at an incident, sometimes serving up to 600 meals per sitting. Meals are typically delivered from local kitchens, such as lodges, catering services, or restaurants, when incidents are close enough for delivery. In situations where the fire is more distant or the number of people to be fed exceeds local capacity, the Division will rely on on-site catering services, where food is prepared and served directly in camp.

In 2017, the Division entered into a contract for mobile food services. This contract has now expired, and the services are being rebid for the 2025 season to ensure the Division's needs for food services are met during wildfire and other emergency operations

SEC. 2.02 SCOPE OF WORK

The Division of Forestry is seeking proposals for mobile food services to support wildland fires and other all-hazard events on an as-needed basis. Incidents may include both road-accessible and remote locations across the state of Alaska.

The successful contractor must be capable of preparing and serving meals for large groups (500+ individuals) per meal period and be available during the peak fire season (June 15 - August 15). The contractor must be able to respond within 1 hour to inform the Division of Forestry (DOF) of their ability to mobilize. DOF will work with the awarded contractor to establish a reasonable mobilization time on a case-by-case basis, but a 24-hour response time after acceptance of the request is the typical expectation.

While incidents may occur anywhere within the state, the state reserves the right to request mobilization for incidents outside of Alaska when it is deemed to be in the best interest of the state. However, a contractor's ability to respond to out-of-state incidents will not be a factor in the evaluation of proposals.

(a) OVERVIEW AND PURPOSE

The Division of Forestry (DOF) requires mobile food services to support wildland fires and other all-hazard incidents on an as-needed basis throughout Alaska. Incidents may be in road-accessible or remote locations, and the Contractor must be able to mobilize and operate under variable, and sometimes challenging, conditions.

Key objectives of this Scope of Work include:

- Providing appetizing, nutritionally balanced hot meals, sack lunches, and any requested specialty meals. Meals must align with the Minimum Mobile Food Meal Requirements of the National Mobile Food Services Contract. See attachment 3.
- Ensuring reliable, rapid mobilization of a Mobile Food Service Unit (MFSU) that meets all legal, safety, and sanitation standards.
- Maintaining flexibility to respond to dynamic incident needs and peak seasonal demands (June 15 – August 15).

(b) INCIDENT BEHAVIOR AND CONDUCT

Harassment in any form will not be tolerated. Non-prescription unlawful drugs and alcohol are not permitted at the incident. Possession or use of these substances will result in the contractor, or its employees, being released from the incident.

(c) LOCATION OF WORK

The Contractor's services may be required at any DOF-designated base camp or incident site in Alaska, including both road-accessible and remote areas.

The Contractor must remain prepared to mobilize to these temporary locations at short notice.

The State reserves the right to request mobilization for incidents outside of Alaska when it is deemed to be in the best interest of the state. However, a contractor's ability to respond to out-of-state incidents will not be a factor in the evaluation of proposals.

(d) MOBILE FOOD SERVICES

The contractor shall provide mobile food services capable of feeding large groups—500 or more individuals per meal—during wildland fires and other all-hazard incidents. These services must be available during the peak fire season (June 15 – August 15).

- **Availability and Mobilization:**
The Contractor must respond within one hour to indicate whether mobilization is possible and typically be on-site within 24 hours of accepting the request. All orders will be coordinated through a DOF dispatch center.
- **Incident Coverage:**
Services are primarily intended for wildland fires; however, they may also be ordered for other incident types, such as all-hazard or emergency response events.
- **Out of State Mobilization**
There may be opportunities for mobilization outside of Alaska, the State reserves the right to request mobilization for incidents outside of Alaska when it is deemed to be in the State of Alaska’s best interest. However, a contractor's ability to respond to out-of-state incidents will not be a factor in the evaluation of proposals.

The Contractor is expected to maintain high operational standards to ensure prompt and efficient support during dynamic incident conditions.

SEC. 2.03 CONTRACTOR RESPONSIBILITIES & DELIVERABLES

The Contractor is responsible for the complete operation, maintenance, and management of the Mobile Food Service Unit (MFSU) to ensure a professional, efficient, and sanitary operation at all times. This includes furnishing all necessary equipment, labor, food preparation, sanitation, maintenance, and operational oversight. The MFSU must be fully functional, sanitary, and capable of operating in diverse environments, including remote and unimproved locations.

Regulatory Compliance

The Contractor must ensure that all services and equipment comply with Federal, State, and Local regulations, including but not limited to:

- **National Electric Code (NEC)**
- **Uniform Plumbing Code (UPC)**
- **Federal and State potable water codes**
- **Occupational Safety and Health Administration (OSHA) standards**
- **Food and Drug Administration (FDA) Food Code**
- **National Restaurant Association (NRA) and National Sanitation Foundation (NSF) Standards**

General Operational Requirements

1. The Contractor shall provide all required equipment, labor, supervision, fuel, electricity, and maintenance necessary for the full operation of the MFSU, except where the State furnishes specific items.
2. The MFSU must be:
 - Fully self-contained and compliant with all applicable codes.
 - Capable of traveling on narrow roads and operating in remote locations such as fields, campgrounds, and gravel pits.
3. The Contractor must mobilize and demobilize the MFSU as directed by the State.
4. Upon arrival at an incident, the Contractor must immediately check in with the Food Unit Leader (FDUL) or Logistics Section Chief (LSC) to verify the setup location.
5. The Contractor shall maintain a clean and sanitary food service area, ensuring compliance with all safety, health, and food handling requirements.
6. All equipment must be in acceptable condition and meet minimum equipment requirements. The Government reserves the right to reject equipment that is unsafe or inoperable. If the Contractor is released before serving the first meal due to non-compliance, no payment will be made.
7. The Government may allow the Contractor to correct minor deficiencies within **24 hours** of arrival. Any repairs made by the Government will be deducted from the Contractor's payments.

Service Capacity

1. The MFSU must be capable of feeding **1,200 people per meal (breakfast/dinner) at an average rate of ~350 people per hour.**
2. The unit must also support **1,500 shift provisions/sack lunches.**

Food Handling and Meal Preparation

1. The Contractor shall prepare and serve:
 - Hot breakfasts, sack lunches, and hot dinners in compliance with best food handling practices.
 - Vegetarian meal options upon request (dairy and eggs allowed; no fish or meat).
 - All necessary beverages, condiments, and utensils. All disposable eating dishes must be paper-based, except for cups, which must be at least 12 oz.
2. The Contractor is not responsible for accommodating individual allergies or medical dietary restrictions.
3. All food preparation must occur in enclosed units, except for FDUL-approved outdoor barbecues, which must comply with fire safety regulations.

4. Meal periods shall not exceed three (3) hours. The Contractor must have the capability to serve 200 meals per hour efficiently.

Deliverables

The Contractor shall furnish the following:

1. Equipment and Supplies:

- Mobile Food Kitchen, fully self-contained, that meets all State, Local, and Federal codes.
- All equipment, labor, supervision, fuel, electricity and maintenance necessary for the full operation of the Mobile Food Service Unit (MFSU).
- All cooking, serving equipment, utensils, eating dishes, and cups.
 1. Utensils shall be medium weight and in factory sealed plastic.
 2. All drinking cups shall be a minimum of 12 ounces.
 3. All disposable products shall comply with bio-preferred requirements or be made of bio-based materials capable of withstanding a minimum temperature of 160°F.
- A small weighing scale for spot-checking minimum weight requirements.
- Hot and cold food thermometers for monitoring food temperatures.
- Single-use, food-grade gloves for food service personnel.
- Current test strips for checking dishwashing sanitizing solution and chlorine residual.
- Phosphate-free, antibacterial liquid soap and paper towels for hand-washing facilities.
- Refrigeration and freezer units for the storage of meat and other perishables.
- Dry storage unit for non-perishable food and dry goods; trailer must be clean, rodent-free, insect-free, and dust-free.
- A current copy of the **FDA Food Code** issued by the U.S. Department of Health and Human Services to be kept with each MFSU at all times.

2. Operational Support:

- All food and condiments necessary to provide meals.
- (Optional) Waterproof tent(s) for the eating area(s) to accommodate a minimum of 100 persons comfortably.
- (Optional) Tents and seating may be provided when ordered by the FDUL, documented under miscellaneous charges and credits on Form 1276-B.
- (Optional) Appropriate tables and chairs (in good condition) for an eating area that accommodates a minimum of 100 people.
- Adequate lighting for serving and dining areas.
- At least one employee trained in safe food handling procedures to monitor self-service bars during hours of operation.

- Garbage cans with bio-based or bio-preferred liners for the MFSU, including peripheral food handling, preparation areas, and dining areas.
- Living accommodations for Contractor personnel located at a reasonable distance from the kitchen area as designated by the FDUL.

3. **Water & Waste Management:**

- The MFSU must arrive with at least **480 gallons** of potable water and maintain a minimum storage capacity of **500 gallons**.
 1. Tank material shall be constructed of food grade safe, non-corrosive and nonabsorbent material.
 2. Tank shall have smooth easily cleanable surfaces and shall be designed with an access port for inspection and cleaning.
 3. The entire inside of the tank shall be visible for an ocular inspection.
 4. The tank shall be sloped to drain completely.
 5. The storage containers shall have the size and description stenciled on the containers in letters no less than 4 inches high. For example "500 GAL - POTABLE WATER."
- The Contractor must provide a minimum of **1,000 gallons** of gray water storage.
 1. The storage containers shall have the size and description stenciled on the containers in letters no less than 4 inches high. For example "1,000 GAL - GRAY WATER."
- The Contractor must perform microbiological testing for total coliform bacteria upon arrival at the incident and every 30 days thereafter. Additional testing required due to Government-directed water source changes will be reimbursed.
- All waste, including cooking grease, must be properly contained and placed in State-provided receptacles.

4. **Fire Safety & Emergency Preparedness:**

- Adequate fire extinguishers meeting **OSHA and NFPA 10# Class K** standards in the Kitchen Unit.
- Additional extinguishers as appropriate to their surroundings.

5. **Hand-Washing Station(s):**

Each individual mobile hand-washing station provided shall have a minimum of:

- Eight sinks per unit.
- 400 gallons gray water and 400 gallons potable water capacity.
 1. Tank material shall be constructed of food-grade safe, non-corrosive, and nonabsorbent material.

2. The tank shall have smooth, easily cleanable surfaces and be designed with an access port for inspection and cleaning.
3. The entire inside of the tank shall be visible for an ocular inspection.
4. The tank shall be sloped to drain completely.
5. Storage containers shall have the size and description stenciled on the containers in letters no less than 4 inches high (e.g., "500 GAL - POTABLE WATER").
 - Provide hot and cold water through a mixing faucet that allows for the washing of both hands while the water is running and has continuous hot water heating capable of maintaining 101°F.
 - One paper towel dispenser and one phosphate-free liquid soap dispenser for every two sinks.
 - Mirrors are optional.

Personnel Conduct and Hygiene

The Contractor must ensure that all employees:

1. Wear uniforms and ID tags that clearly display their name and company affiliation.
2. Use hair restraints (e.g., hats, hair coverings, or nets), beard restraints, and clothing that fully covers body hair.
3. Wear single-use food service gloves when handling ready-to-eat foods, changing them regularly.
4. Wear clean aprons at the start of each shift and replace them as needed when soiled.
5. Be free of communicable diseases and be trained in proper handwashing techniques.
6. Have at least one **Certified Food Protection Manager** and one **Supervisory Cook** present at each MFSU location.
7. Maintain a **Quality Control Plan** and **Work/Rest Plan** for self-inspection and work scheduling.

Prohibited Conduct

1. No alcohol or controlled substances are allowed.
2. No tobacco use is permitted in or around the MFSU.
3. Only essential personnel are allowed at the Incident.
4. Rodent, insect, and dust control must be maintained at all times.

Note: Violation of any of these requirements may result in **suspension, non-renewal, or termination** of the Contractor's Mobile Food Service contract.

SEC. 2.04 STATE RESPONSIBILITIES

Where indicated, the "State" refers to the Division of Forestry & Fire Protection or any authorized interagency partner. The State will provide various services and resources to support the Contractor's mobile food services, including waste management, logistical support, and operational oversight.

Water, Waste, and Sanitation Services

1. **Potable Water:** The State will provide potable water for food preparation, serving, and cleanup as needed, after the Contractor's initial supply of 480–500 gallons has been used.
2. **Gray Water Removal:** The State will provide a gray water truck for the removal and disposal of wastewater from the Contractor's holding facilities.
3. **Waste and Trash Removal:** The State will arrange for the pick-up and disposal of trash and cooking grease, provided the Contractor places these waste products in State-provided containers at designated locations.
4. **Sanitation Facilities:** The State will provide sanitation facilities, such as port-a-potties, for kitchen personnel. These facilities will be comparable to those provided for incident personnel.
5. **Dust Control:** The State will implement dust control measures for the main serving area if needed.

Operational and Logistical Support

1. **Incident Management Staff:** The State will assign a Food Unit Leader (FDUL), Facilities Unit Leader (FACL), or Logistics Section Chief (LSC1 or LSC2) to oversee and manage mobile food services at the incident.
2. **Refrigerated Storage:** The State will provide refrigerated storage for sack lunches and supplemental food items as necessary.
3. **Meal Counts and Estimates:** Upon mobilization, the Contractor will receive an initial meal order specifying the number of servings required for the first three meals. This number will be considered the minimum order and will be paid in full, even if fewer meals are consumed or the order is canceled before service.
4. The State will notify the Contractor of anticipated meal counts for hot meals and shift provisions by 3:00 p.m. the day before service. Due to the unpredictable nature of emergency incidents, additional meals may be ordered on short notice.
5. Cancellation or reduction of hot meals must be communicated in writing at least six (6) hours before serving time and documented in the remarks section of Form 1276-A.

Additional State Support

1. **Fuel Tender:** When available, the State may allow the Contractor to use a DOF provided fuel tender. Any associated costs will be deducted from the Contractor's payments.
2. **Escort:** If an incident is difficult or dangerous to locate using provided directions, the Contractor may request a State escort to the incident site.
3. **Shower Facilities:** When Mobile Shower Facilities are available, Contractor personnel may use them at no charge.
4. **Grease Disposal Containers:** The State will provide designated containers for grease disposal at incident locations.
5. **Required Forms:** The State will supply necessary documentation, including the Daily Meal Order/Invoice Mobile Food Services (Forms 1276-A & 1276-B) and Interagency Mobile Food Services Performance Evaluation (Forms 1276-E & 1276-H). Contractors must notify the FDUL if additional forms are needed to ensure timely delivery.

Use of Contractor's Services

The State will generally direct teams or incidents to utilize the Contractor's mobile food services when:

1. The number of personnel requiring meals at a roadside location is at or above 60 individuals per meal period, and
2. The headcount is expected to remain at 60 or more individuals per meal for at least 72 consecutive hours.

However, there may be circumstances where an incident determines fresh food boxes or other alternatives will be used instead of mobile food services.

Payment for Mileage

1. **Mileage Measurement:** Actual mileage is measured from the MFSU's location at dispatch to the incident and back, using Contractor odometer readings.
2. **Scope of Mileage Pay:** Only transporting the MFSU (with all equipment/personnel) to and from the incident is reimbursable. Repairs, supply runs, or other on-incident travel are not reimbursed. Ticket cost for vehicle transport on the Alaska Marine Highway System will be reimbursable.
3. **Cancellation Before Service:** If the order is canceled prior to serving any meals, the Contractor may be paid for actual mileage incurred, per the Unit Summary rate.
4. **Verification:** The Government may use Google Maps®, government-determined mapping tools, or government odometer readings to verify mileage.

SEC. 2.05 CONTRACT TYPE

This contract is a Fixed Unit Price with Adjustments contract.

SEC. 2.06 PROPOSED PAYMENT PROCEDURES

The state will make payments based on a negotiated 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 TERM AND WORK SCHEDULE

The anticipated length of the contract will be from the date of award, approximately April 1, 2025, for approximately five (5) years until March 31, 2030 with three, two (2) year renewal options, to be exercised at the 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 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. 2.08 CONTRACT PAYMENT

No payment will be made until the contract is approved by the Commissioner of the Department of Natural Resources or the Commissioner's designee. Under no conditions will the state be liable for the payment of any interest charges associated with the cost of the contract. The state is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

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

Any single contract payment of \$1 million or higher must be accepted by the contractor via Electronic Funds Transfer (EFT).

SEC. 2.09 LOCATION OF WORK

The location(s) the work is to be performed, completed and managed is at locations around the State of Alaska that have been established as temporary base camps for the support of wildland fire suppression.

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. 2.10 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 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. 2.16 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 Natural Resources or the Commissioner's designee.

SEC. 2.17 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. 2.18 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. 2.19 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 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. 2.20 TERMINATION FOR DEFAULT

- a. 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.

- b. The Procurement Officer may also, by written notice, terminate this contract under Administrative Order 352 if the contractor supports or participates in a boycott of the State of Israel.

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

SECTION 3. PROPOSAL FORMAT AND CONTENT

SEC. 3.01 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.

The state discourages overly lengthy and costly proposals, however, in order for the state to evaluate proposals fairly and completely, offerors must follow the format set out in this RFP and provide all information requested.

SEC. 3.02 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.

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.

(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) FEDERAL REQUIREMENTS

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

SEC. 3.03 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. 3.04 UNDERSTANDING OF THE PROJECT

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

SEC. 3.05 METHODOLOGY USED FOR THE PROJECT

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

SEC. 3.06 MANAGEMENT PLAN FOR THE PROJECT

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

SEC. 3.07 COST PROPOSAL

Offerors must complete and submit this Submittal Form. Proposed costs must all direct and indirect costs associated with the performance of the contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit. The costs identified on the cost proposal are the total amount of costs to be paid by the state. No additional charges shall be allowed.

SEC. 3.08 EVALUATION CRITERIA

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

SECTION 4. EVALUATION CRITERIA AND CONTRACTOR SELECTION

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

SEC. 4.01 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) Each responsive Technical Proposal will be sent to the PEC. No cost information will be shared or provided to the PEC.
- 4) The PEC will independently evaluate and score the proposals 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 cost 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. 4.02 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	125
Understanding of the Project	125
Methodology Used for the Project	125
Management Plan for the Project	125
Total	500

Cost Criteria	Weight
Cost Proposal	400
Total	400

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

TOTAL EVALUATION POINTS AVAILABLE: 1000

SEC. 4.03 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.

Offeror Total Score

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

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
Offeror 1	10	5	5	10	30	75
Offeror 2	5	5	5	5	20	50
Offeror 3	10	10	10	10	40	100

Offeror 1 was awarded 75 points:

Offeror Total Score (30)

$$\frac{30}{40} \times \text{Max Points (100)} = \text{Points Awarded (75)}$$

Highest Total Score Possible (40)

Offeror 2 was awarded 50 points:

Offeror Total Score (20)

$$\frac{20}{40} \times \text{Max Points (100)} = \text{Points Awarded (50)}$$

Highest Total Score Possible (40)

Offeror 3 was awarded 100 points:

Offeror Total Score (40)

$$\frac{40}{40} \times \text{Max Points (100)} = \text{Points Awarded (100)}$$

Highest Total Score Possible (40)

SEC. 4.04 EXPERIENCE AND QUALIFICATIONS (12.5 %)

Proposals will be evaluated against the questions set out below:

1) Questions regarding the personnel:

- a) Do the individuals assigned to the project have experience on similar projects?
- b) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
- c) How extensive is the applicable education and experience of the personnel designated to work on the project, including the Certified Food Protection Manager

2) Questions regarding the firm and subcontractor (if used):

- a) How well has the firm demonstrated experience as a mobile food service provider in support of wildland fires, emergency response incidents, or other large planned events.
- b) How successful is the general history of the firm regarding timely and successful completion of projects?
- c) Has the firm provided letters of reference from previous clients?

SEC. 4.05 UNDERSTANDING OF THE PROJECT (12.5 %)

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 project?
- 2) How well has the offeror identified pertinent issues and potential problems related to the project?
- 3) To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?
- 4) Has the offeror demonstrated an understanding of the state's time schedule and can meet it?
- 5) To what degree is the proposal practical and feasible?
- 6) How well does the sample menu appear to meet the State's needs?

SEC. 4.06 METHODOLOGY USED FOR THE PROJECT (12.5 %)

Proposals will be evaluated against the questions set out below:

- 1) How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?
- 2) How well does the methodology match and achieve the objectives set out in the RFP?
- 3) Does the methodology interface with the time schedule in the RFP?

SEC. 4.07 MANAGEMENT PLAN FOR THE PROJECT (12.5 %)

Proposals will be evaluated against the questions set out below:

- 1) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- 2) How well is accountability completely and clearly defined?
- 3) Is the organization of the project team clear?
- 4) How well does the management plan illustrate the lines of authority and communication?
- 5) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
- 6) Does it appear that the offeror can meet the schedule set out in the RFP?
- 7) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- 8) To what degree is the proposal practical and feasible?
- 9) To what extent has the offeror identified potential problems?

SEC. 4.08 CONTRACT COST (40 %)

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

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

Example (Max Points for Contract Cost = 400):

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 1,000 points to cost. This means that the lowest cost will receive the maximum number of points.

Offeror #1 receives 400 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, 400 points.

Offeror #2 receives 374.3 points.

$$\$40,000 \text{ lowest cost} \times 400 \text{ maximum points for cost} = 16,000,000 \div \$42,750 \text{ cost of Offeror \#2's proposal} = 374.3$$

Offeror #3 receives 336.8 points.

$$\$40,000 \text{ lowest cost} \times 400 \text{ maximum points for cost} = 16,000,000 \div \$47,500 \text{ cost of Offeror \#3's proposal} = 336.8$$

SEC. 4.09 ALASKA OFFEROR PREFERENCE (10%)

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)
Offeror #3	900 points (800 points + 100 points)

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

SECTION 5. GENERAL PROCESS AND LEGAL INFORMATION

SEC. 5.01 INFORMAL DEBRIEFING

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

SEC. 5.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

Prior to the award of a contract, an offeror must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran 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. 5.03 SITE INSPECTION

The state may conduct on-site visits to evaluate the offeror's capacity to perform the contract. An offeror must agree, at risk of being found non-responsive and having its proposal rejected, to provide the state reasonable access to relevant portions of its work sites. Individuals designated by the procurement officer at the state's expense will make site inspection.

SEC. 5.04 CLARIFICATION OF OFFERS

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the proposal evaluation committee (PEC) are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the procurement officer or the PEC may be adjusted as a result of a clarification under this section.

SEC. 5.05 DISCUSSIONS WITH OFFERORS

The state may conduct discussions with offerors in accordance with AS 36.30.240 and 2 AAC 12.290. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the procurement officer or the PEC. If modifications are made as a result of these discussions, they will be put in writing. Following discussions, the procurement officer may set a time for best and final proposal submissions from those offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

If an offeror does not submit a best and final proposal or a notice of withdrawal, the offeror's immediate previous proposal is considered the offeror's best and final proposal.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for discussions so that reasonable accommodation can be made. Any oral modification of a proposal must be reduced to writing by the offeror.

SEC. 5.06 EVALUATION OF PROPOSALS

The procurement officer, or an evaluation committee made up of at least three state employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in **SECTION 4. 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. 5.07 CONTRACT NEGOTIATION

After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held in virtually or at the Division of Forestry & Fire Protection in Palmer, Alaska.

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

SEC. 5.08 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. 5.09 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. 5.10 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. 5.11 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)
- Alaska Military Skills Program Preference – AS 36.30.321(l)

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. 5.12 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 or Alaska Military Skills Program questions on the form if not claiming the Alaska Veteran or Alaska Military Skills Program Preferences. An offeror's failure to provide this completed form with their proposal will cause the state to disallow the preference.

SEC. 5.13 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. 5.14 ALASKA MILITARY SKILLS PROGRAM PREFERENCE

An Alaska Military Skills Program Preference of 2%, 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:

- A. Employs at least one person who is currently enrolled in, or within the previous two years graduated from, a United States Department of Defense SkillBridge or United States Army career skills program for service members or spouses of service members that offers civilian work experience through specific industry training, pre-apprenticeships, registered apprenticeships, or internships during the last 180 days before a service member separates or retires from the service; or
- B. has an active partnership with an entity that employs an apprentice through a program described above.

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 Military Skills Program Preference Certification

In order to receive the Alaska Military Skills Program 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. 5.15 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. 5.16 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 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 in order to meet these requirements, the procurement officer may not accept the offeror as a qualified offeror under AS 36.30.

SEC. 5.17 PROPOSAL AS PART OF THE CONTRACT

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

SEC. 5.18 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. 5.19 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. 5.20 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 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. 5.21 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. 5.22 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. 5.23 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. 5.24 FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)

The parties to a contract resulting from this RFP are not liable for the consequences of any failure to perform, or default in performing, any of its obligations under the contract, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party.

For the purposes of this RFP, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

SEC. 5.25 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. 5.26 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. 5.27 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 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. 5.28 SOLICITATION ADVERTISING

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

SEC. 5.29 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. 6.01 ATTACHMENTS

Attachments:

- 1) Cost Proposal
- 2) Sample - Standard Contract Form for Goods and Non-Professional Services
- 3) National Mobile Food Services Contract - Minimum Mobile Food Meal Requirements
- 4) Sample Contractor Menus
- 5) Appendix B1, Insurance and Indemnification

ATTACHMENT 1 - COST PROPOSAL FORM

Offeror must submit this Cost Proposal form in a separate envelope or pdf email attachment with your proposal. Costs offered must include an itemized list of all direct and indirect costs associated with the performance of the contract, including but not limited to supplies, materials, labor, travel, permits, supervision, overhead, profit, etc.

The Total Cost shown on this form will be the cost used for proposal evaluation purposes. To be considered responsive the Contractor must provide costs for all lines.

Item	Description	Qty.	Unit of Measure	Unit Price	Extended Price
1.	MEAL COSTS				
A.	Breakfast	100	1 meal	\$	\$
B.	Shift Provisions/Sack Lunch	100	1 meal	\$	\$
C.	Dinner	100	1 meal	\$	\$
Total for Item 1. (A+B+C above) =					\$

2.	OPTIONAL SUPPLIES				
A.	Additional Cold Storage Space – Cost per sq ft.				\$
B.	Additional Tent/Seating – Cost per day (80-100 people)				\$

Note: These costs will not be considered for evaluation purposes.

By signing below the Offeror certifies that the price was arrived at independently and without collusion, under penalty of perjury.

Offeror Name _____
 Title _____
 Signature _____
 Date _____

STANDARD CONTRACT FORM

Goods and Non-Professional Services

The parties' contract comprises this Standard Contract Form, as well as its referenced Articles and their associated Appendices.

1. Agency Contract Number	2. Contract Title	3. Agency Fund Code	4. Agency Appropriation Code
5. Vendor Number	6. IRIS GAE Number (if used)	7. Alaska Business License Number	
This contract is between the State of Alaska,			
8. Department of	Division	hereafter the State, and	
9. Contractor			hereafter the Contractor
Mailing Address	Street or P.O. Box	City	State ZIP+4

10.

ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.

ARTICLE 2. Performance of Contract:

2.1 Appendix A (General Conditions), Items 1 through 19, govern contract performance.

2.2 Appendix B sets forth the indemnification and insurance provisions of this contract.

2.3 Appendix C sets forth the scope of work/services to be performed by the contractor.

ARTICLE 3. Period of Performance: The period of performance for this contract begins _____, and ends _____.

ARTICLE 4. Considerations:

4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$_____ in accordance with the provisions of Appendix D.

4.2 When billing the State, the contractor shall refer to the Agency Contract Number and send the billing to:

11. Department of	Attention: Division of
Mailing Address	Attention:

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

NOTICE! This contract has no effect until signed by the head of the contracting agency, procurement officer or designee.

**APPENDIX A
GENERAL CONDITIONS**

1. Inspections and Reports:

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

2. Suitable Materials, Etc.:

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

3. Disputes:

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

4. Default:

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

5. No Assignment or Delegation:

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

6. No Additional Work or Material:

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

7. Independent Contractor:

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

8. Payment of Taxes:

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

9. Compliance:

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

10. Conflicting Provisions:

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

11. Officials Not to Benefit:

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

12. Contract Prices:

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

13. Contract Funding:

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

14. Force Majeure:

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

furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

15. Contract Extension:

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

16. Severability:

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

17. Continuing Obligation of Contractor:

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

18. Termination.

- a. The Procurement Officer, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. In the absence of breach of contract by the contractor, the State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.
- b. The Procurement Officer may also, by written notice, terminate this contract under Administrative Order 352 if the contractor supports or participates in a boycott of the State of Israel.

19. Governing Law; Forum Selection

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

**SECTION D
CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS**

D.1.7 MINIMUM MOBILE FOOD MEAL REQUIREMENTS

(a) General

(1) Quantities, variety and quality standards for meals are specified. The intent is for the Contractor to provide high quality meals while providing for variety. Additionally, provisions must be made for special meals to accommodate personal needs which may vary from the standard menu. Special meals shall have the same quality and equivalent quantity as the standard menu meals. The FDUL is responsible for notifying the Contractor of the number of meals required.

(2) Bi-weekly (14 days) menus shall be submitted within 24 hours of arrival at an incident by the Contractor for approval by the FDUL. Subsequent menus shall be submitted 2 days prior to the current bi-weekly menu expiring, for the duration of the incident. The menu forms in Exhibit D.6 of the solicitation are examples of the format that may be used when submitting the menu. The FDUL shall ensure that the variety and content proposed is in accordance with the contract specifications. The daily menus with portion sizes shall be posted at the dining area.

(3) Pre-cooked, canned, chopped, sliced, diced meats and processed items after the fourth meal shall be listed as such on the menu and approved by the FDUL on a limited basis only.

(b) Standard Menu Requirements:

Standard menu items and quantities to be available per person are listed below for each type of meal.

(1) Hot Breakfast

- (i) Eggs - 2 fresh eggs (3 when scrambled) or 6 oz. of liquid eggs (no egg product or powdered eggs).
- (ii) Meat - 4 oz. (raw weight).
- (iii) Bread – 1 to 1 ½ oz.
- (iv) Pancakes, French Toast or Waffles or equivalent– 3 to 4 oz.
- (v) Potatoes - 6 oz. or equivalent starch.
- (vi) Milk - 1/2 pint.
- (vii) Fresh or Canned Fruit - (no apples or oranges).
- (viii) Chilled 100% Fruit Juice – minimum 5½ oz.
- (ix) Cooked Cereal - 6 oz.
- (x) Yogurt – minimum 4 oz.

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CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

(2) Hot Container Breakfast - Hot Container Breakfasts are to be the same quality and quantity as the hot breakfasts served in camp. These meals shall be packed using Government furnished containers.

(3) Cold Container Breakfasts - Cold Container Breakfasts shall be packed using Government furnished containers. A cold container breakfast shall contain the following items:

- (i) Dry Cereal - 2 individual serving boxes, minimum of 3/4 oz. each.
- (ii) Breakfast Protein Item - One or more items with a combined weight of 8 oz.
- (iii) Milk - 1/2 pint.
- (iv) Bread or equivalent starch - 5 oz.
- (v) Fresh (no apples or oranges) or Canned Fruit - 5½ oz.
- (vi) 100% Fruit Juice – minimum of 5½ oz.
- (vii) Yogurt – minimum of 4 oz.

(4) In addition to the above, the items listed below shall be made available for the breakfast meals including hot and cold container meals:

- (i) Butter, margarine, instant hot cereal, jelly or jam, peanut butter, salt, pepper, sugar, cream (or substitute), tea and hot chocolate. These items shall be individually packaged.
- (ii) Salt, pepper, mustard, ketchup, steak sauce, salsa, hot peppers, brown sugar, raisins or other dried fruit, shall be provided in approved dispensers or original bottles in the dining tent area.
- (iii) Appropriate items for hot and cold container breakfast will be determined and approved by the FDUL.
- (iv) Brewed coffee and hot water for hot and cold container breakfasts shall be included at no additional cost if ordered by the FDUL.

(5) Shift Provisions/Sack Lunch:

- (i) Regular, vegetarian, and special meal Shift Provisions/Sack Lunches shall be provided as ordered by the FDUL, and prepared at incident.
- (ii) Vegetarian Shift Provisions/Sack Lunches shall be prepared for the Ovo-Lacto vegetarian classification level and shall consist of the same quantities and items as regular Shift Provisions/Sack Lunches. Non-meat protein substitutes such as vegetarian lunch meats require FDUL approval. Definition: Ovo-Lacto Vegetarian - This is the most common form of vegetarianism. Ovo-Lacto vegetarians do not eat meat, chicken, fish or flesh of any kind, but do eat eggs

**SECTION D
CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS**

and dairy products. Sub categories are Ovo vegetarians that eat eggs but not dairy products, while Lacto vegetarians eat dairy products but not eggs.

(iii) The Shift Provisions (formerly known as sack lunch) consist of the primary entrée, seven shift food item categories (see table below) and the fruits and vegetables. The term Shift Provisions/Sack Lunches is used to support the idea of multiple eating episodes throughout the shift rather than items to supply a lunch during the work shift. In preparation of Shift Provisions/Sack Lunches, no two items in each category shall be the same. To ensure variety, shift food items shall not be repeated in a three day period.

(iv) Shift Provisions/Sack Lunches shall consist of the following items:

(A) Primary Entree – 1 Sandwich/Wrap

1. The sandwich/wrap shall contain a minimum of 1.5 oz. of bread or bread equivalent. This is equivalent to two slices of bread or one tortilla.
2. The meat sandwich/wrap as a whole shall contain a minimum of 3 oz. protein with a minimum of 2 oz. sliced whole muscle or variety meat and a minimum of 1 oz. cheese or a combination of the 2 proteins. (no artificial cheese product).
3. The vegetarian sandwich/wrap shall contain two different non-meat proteins totaling a minimum of 3 oz. (no artificial cheese products).
4. Appropriate individually packaged condiments shall be provided and not be put directly on the sandwich.

(B) Shift Provisions: Contractors shall select one item from each category listed. These items are to be included in packaging along with the primary entrée. To ensure variety, shift food items shall not be repeated in a three day period. The table below outlines each food category.

<u>Category</u>	<u>Specifications</u>	<u>Examples</u>
Food Bar	Ideal Nutrient Content: - 150 - 300 Calories - 15 - 30g carbohydrate - 10g protein	R Bar; Rx Bars; Kind Protein Bars, Clif bar, Nugo Bar, Tahoe Trail Bar, Premier Protein bar, Cliff Builders bar, Jimmy Protein bar, Kirkland Protein bar, NV Protein Chewy bar or Equivalent commercially prepared item.
Snack Bar	Must provide a minimum of the following: - 100 - 200 Calories - 25 - 30g carbohydrate	Kind Bars; Nutri-grain Bars; Nature Valley Bars, Nature valley Fruit and Nut Bars bar or Equivalent commercially prepared item.

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CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS**

Candy/Cookie/Desert	Must provide a minimum of the following: - 150 - 300 Calories - 15 - 30g carbohydrate	Candy Bars such as Snickers, Twix, Skittles; Grandma's Cookies; Lenny & Larry's The Complete Cookie bar or Equivalent commercially prepared item.
Chips/Pretzels/Crackers	Must provide a minimum of the following: - 100 - 250 Calories - 20 - 30g carbohydrate	Baked potato chips; Pretzels; Individual bags of crackers bar or Equivalent commercially prepared item.
Alternative Protein	Must provide a minimum of the following: - 50 - 200 Calories - > 5g protein	Tuna, beef or turkey jerky, hard-boiled eggs, roasted chickpeas, hummus, nut butters, bar or Equivalent commercially prepared item.
Nuts/Seeds/Trail Mix	Must provide a minimum of the following: - 200 - 300 Calories - < 25g carbohydrates - > 5g protein	Trail mix packets, almonds, cashews, peanuts, macadamia nuts, sunflower seeds bar or Equivalent commercially prepared item.
Trial Item	Must provide a minimum of the following: - 150 - 300 Calories - 15 - 30 g carbohydrate	May include a variety of food items and types including examples listed above and other miscellaneous items which meet specifications.

(C) Fresh Fruit and Vegetables – Contractors shall select 3 items from this category (to include at least one fruit and one vegetable). These items will be included with the shift provisions and either contained in a re-sealable bag, container, or by itself. To ensure variety, shift food items shall not be repeated in a three day period. Acceptable whole fruits and vegetables are listed in the tables below. The sizes were taken from Choice Plus, Publication Number FCS-297, a joint publication of USDA and the National Food Service Management Institute at The University of Mississippi.

1. Fresh Fruit - Items listed with quantity needed to credit as a ½ cup serving minimum.

Fruit Name	Minimum Size	Fruit Name	Minimum Size
Apple	100 Count, 3 1/8" diameter (1 apple)	Nectarine	88-96 count, 2" – 2 1/4" diameter (1 nectarine)
Apricot	Medium (16 per lb.), fresh (2 whole apricots)	Orange	138 count 2 3/4" to 3 1/4" diameter (1 orange)
Avocado	1 avocado	Peach	fresh, 80 count (1 peach)
Banana	150 count, 7" - 7 7/8" (1 whole banana)	Pear	fresh, 150 count (1 pear)

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Blueberries	Medium size (roughly 65 to 95 berries per ½ cup)	Plum	black/red, 2 inch diameter (1 plum)
Cherries	Fresh (14 cherries)	Raspberries	62 g or roughly 15 raspberries
Dates	3.5 oz. or roughly four pitted	Strawberries	Fresh, roughly 4 strawberries
Grapes	Fresh, seedless, (14 whole)	Tangerine	One large (2 ¾" diameter) or two small

2. Fresh Vegetables - Items listed with quantity needed to credit as a ½ cup serving minimum.

Vegetable Name	Minimum Quantity	Vegetable Name	Minimum
Broccoli florets	4-5 florets	Peas, Snap/Snow	7 whole pea
Carrots	9 baby carrots – 2 inches length	Peppers, Bell	Equivalent to 1 whole bell
Celery	6 – 3" sticks	Tomatoes, Cherry	6 cherry tomatoes
Cucumber	6 – 3" x ¾" sticks	Radishes	3 whole radishes

(D) Condiments - Four individual factory-wrapped packets of condiments appropriate for the items being served.

(E) Paper Napkin and Pre-Moistened Towelette - Two each.

(6) Hot Dinners

(i) Primary entrée/hot dinners shall include the items and quantities identified below.

(A) Whole/Full Muscle Meat (Raw Weight)

- Steak -10 oz. (boneless) or 14 oz. (bone-in), or
- Beef - 10 oz. (boneless) or 14 oz. (bone-in), or
- Beef and Pork Ribs - 10 oz. (boneless) or 18 oz. (bone-in), or
- Pork - 10 oz. (boneless) or 14 oz. (bone-in), or
- Lamb - 10 oz. (boneless) or 14 oz. (bone-in), or
- Poultry - 8 oz. (boneless) or 14 oz. (bone-in), or
- Ham - 8 oz. (boneless) or 12 oz. (bone-in), or
- Fish - 8 oz.
- Buffalo – 10 oz. (boneless) or 14 oz. (bone-in)

Contractors may elect to serve an entree such as lasagna or casseroles. However, these entrees must have a meat side dish which ensures the total meat quantity standard is met.

Note: Any meat used that is not specified above must be the equivalent quantity and meet the dinner quality standards cited in

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Exhibit D.1 Section D.1.7(g). The actual weight of any specific cut of meat shown above may vary in accordance with specifications covered under the USDA Institutional Meat Purchase Specifications (IMPS). The portion weight is specified on the supplier's label. Precooked meat shall meet equivalent weight of raw meat products.

(B) Second Entrée (Non Meat) – Shall contain 4 oz. or more of non-meat protein referenced in Exhibit D.1 Section D.1.7(d).

(C) Vegetables - 4 oz.

(D) Potatoes - 6 oz. or equivalent starch.

(E) Bread - Two 1 to 1½ oz. slices or equivalent starch.

(F) Milk - 1/2 pint.

(G) Dessert - 4 oz.

(H) Self-Service Salad Bar shall contain:

- Seven salad toppings, including five fresh vegetables and two other toppings
- One tossed green salad with equal amounts of three types of leafy vegetables,
- Two prepared salads,
- One fresh fruit or fruit salad,
- Five types of salad dressings (regular and/or low/non-fat),
- Three salad condiments.

(7) Hot Container Dinners

(i) Primary entrée shall include the items and quantities identified below.

(A) Whole/Full Muscle Meat (Raw Weight)

- Steak -10 oz. (boneless) or 14 oz. (bone-in), or
- Beef - 10 oz. (boneless) or 14 oz. (bone-in), or
- Beef and Pork Ribs - 10 oz. (boneless) or 18 oz. (bone-in), or
- Pork - 10 oz. (boneless) or 14 oz. (bone-in), or
- Lamb - 10 oz. (boneless) or 14 oz. (bone-in), or
- Poultry - 8 oz. (boneless) or 14 oz. (bone-in), or
- Ham - 8 oz. (boneless) or 12 oz. (bone-in), or
- Fish - 8 oz.

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Contractors may elect to serve an entree such as lasagna or casseroles. However, these entrees must have a meat side dish which ensures the total meat quantity standard is met.

Note: Any meat used that is not specified above must be the equivalent quantity and meet the dinner quality standards cited in Exhibit D.1 Section D.1.7(g). The actual weight of any specific cut of meat shown above may vary in accordance with specifications covered under the USDA Institutional Meat Purchase Specifications (IMPS). The portion weight is specified on the supplier's label. Precooked meat shall meet equivalent weight of raw meat products.

(B) Second Entrée Non Meat Protein - Shall contain 4 oz. or more of non-meat protein referenced in Exhibit D.1 Section D.1.7(d).

(C) Vegetables - 4 oz.

(D) Potatoes - 6 oz. or equivalent starch.

(E) Bread - Two 1 to 1½ oz. slices or equivalent starch.

(F) Milk - 1/2 pint.

(G) Dessert - 4 oz.

(H) Two salads - 4 oz. each

- One tossed green salad with equal amounts of three types' leafy vegetables with five fresh vegetable salad toppings and five types of salad dressings (regular and/or low/non-fat).
- One prepared salad.

(8) Additional Items for Hot Dinners and Hot Container Dinners - In addition to the above, the items listed below, shall be made available for the hot dinner meals:

(i) Butter, margarine, jelly or jam, peanut butter, sugar, cream (or substitute), tea and hot chocolate. These items shall be individually packaged.

(ii) Salsa, hot peppers, mustard, ketchup, steak sauce, salt, and pepper shall be provided in approved dispensers or original bottles in the dining tent area.

(iii) Appropriate items for hot container dinners will be determined by the FDUL.

(iv) Brewed Coffee, Hot Water, Cold Drinks and Ice Tea for hot container dinners shall be included at no additional cost if ordered by the FDUL.

(c) Twenty-Four Hour Service Bar

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The following items shall be available in a service bar 24 hours per day at the incident dining area with the exception of cold cereal and milk, which shall be available between 4:00 a.m. and 10:00 a.m. There is no additional charge for any of these items, due to the fact that the costs for these items are calculated in the daily meal prices.

(1) Hot Regular Brewed Coffee (regular and decaffeinated). Flavored coffee may be served in addition to regular coffee at the Contractor's option.

(i) Available 24-Hours. A high quality ground or liquid concentrate shall be available. FDUL may purchase supplemental coffee by the gallon for consumption away from the dining area.

(ii) Available during Hot Meals. Fresh brewed coffee shall be made available from high quality (ground) beans. If coffee is brewed outside, it must be in a tent with sides and flooring.

(2) Hot Water

(3) Hot Chocolate

(4) Tea Bags (regular and decaffeinated)

(5) Cold Drinks

(6) Iced Tea (regular and decaffeinated)

(7) Dry Cereal

(8) Milk

(d) Menu Variety

Contractor Bi-Weekly Menus shall be approved by the FDUL in advance. Menu items shall provide variety on a daily basis as to the types of meat and bread used in sandwiches, other shift provisions, fruit, snacks, juices and other meal items served. Menus may include a wide variety of recipes.

If meat is an ingredient of a pre-cooked item, the meat portions per meal must meet the meat quantity standard defined in Exhibit D.1 Section D.1.7(b) Entrees such as stew, lasagna, spaghetti, linguine, chili, chicken chop suey or casseroles may be used if approved by the FDUL. The following are examples of variety options:

(1) Meat

(i) Beef

- Steaks - rib, loin, T-bone, New York, sirloin, filet and pepper steak.
- Roast - Prime rib, pot roast.
- Short Ribs.
- Ground Beef - meat loaf, meatballs and ground beef patties.

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(ii) Pork

- Chops - loin cut, spare-ribs, country style ribs.
- Roast – sirloin, loin, tenderloin, or pulled pork.
- Ham.
- Sausage – links or patties.
- Bacon.

(iii) Lamb

- Chops.
- Roast .

(iv) Poultry

- Whole pieces (such as breast, thigh or leg).

(v) Fish - fillets or steaks.

(vi) Processed Meat Items - pastrami, Polish/Italian sausage and corned beef.

(vii) Breakfast Meat - ham, bacon, sausage, steak and pork chops.

(viii) Buffalo – Roast and burger.

(2) Eggs - Fried, hard-boiled, poached, omelets or scrambled.

(3) Bread and Equivalent Starches – white, whole wheat, 7-grain, rye, pumpernickel, French, garlic, biscuits, muffins, rolls, croissants, bagels, donuts, cornbread, sourdough, tortilla, and pita pockets as requested by FDUL.

(4) Breakfast Hot Starch - Pancakes, French Toast, Waffles or equivalent to include crepes, Mexican coquilles or quesadillas.

(5) Dry Cereal - Varieties of flaked, toasted, or baked cold cereals and granola.

(6) Hot Cereal - Oatmeal or grits, Cream of Wheat®.

(7) Fresh Fruit - oranges, tangerines, apples, bananas, grapes, pears, peaches, plums, nectarines, grapefruit, or melons.

(8) Fresh Vegetables - broccoli, cauliflower, asparagus, corn, peas, green beans, mixed vegetables.

(9) Non-Meat Protein for Dinner- BBQ beans, vegetarian patty, vegetarian hot dog, Tofu, soybean product, tempeh, quinoa, hummus and assorted beans/legumes.

(10) Potatoes and Equivalent Starches - baked, mashed, fried, boiled, scalloped, rice, stuffing, pasta, sweet potatoes, yams and macaroni and cheese.

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- (11) Juice – 100% Juice: orange, tomato, grape, V8® type, apple, cranberry, or pineapple.
- (12) Sandwich/wrap Meat and/or Cheese - ham, corned beef, roast beef, turkey, pork, beef pastrami, chicken, salami, sausage, cheddar, Swiss, or other natural cheeses.
- (13) Vegetarian Sandwich/Wrap Equivalent– Peanut Butter, hummus, quinoa, cheese, beans, vegetarian patty, tofu entrees, and bean burritos.
- (14) Salad Bar -
- (i) Fresh Salad Toppings - carrots, mushrooms, celery, onions, cauliflower, sweet bell peppers, broccoli, beets, peas, tomatoes, cucumbers, squash, avocado.
 - (ii) Other Salad Toppings – black, kidney, garbanzo or pinto beans; cheese, cottage cheese, eggs.
 - (ii) Prepared Salads - macaroni, carrot and raisin, potato, pea, coleslaw, fruit, rice or pasta salads.
 - (iii) Tossed Salad Greens - romaine, endive, iceberg, green leaf, red leaf, butter, spinach, or cabbage.
 - (iv) Fresh Fruit - melons, peaches, grapes, bananas, strawberries, pears, or seasonal fruit.
 - (v) Salad Dressings - regular and low/non-fat French, Ranch, Italian, Vinaigrette, Thousand Island, Blue Cheese or other acceptable varieties.
 - (vi) Salad Condiments - croutons, wheat nuts, sunflower seeds, pumpkin seeds, crackers and taco chips, bread sticks, olives, pickles, or other fresh pickled or marinated vegetables.
- (15) Dessert - cakes, cookies, pies, cobblers, puddings, pastries or ice cream.
- (16) Tea - black, herbal, green, and spiced. Flavored tea may be served in addition to regular tea at the Contractor's option.
- (17) Milk - white, (Whole, 2%, Skim, Rice, Almond, Soy), and Chocolate.
- (18) Snack Varieties – Granola bar, Energy bar, Trail mix, Candy, Beef or Turkey Jerky or Sticks, Bagel, , Crackers, Nuts, Sandwich Crackers, , Chips, Fruit or Vegetable Squeeze Pouch, Dried Fruit, Granola, Dill Pickle Pack, Fruit Straps, Fruit Bars, Single Serving Peanut Butter Pouch, Pretzels, Seeds, Graham Crackers, Cookies, Cheese.
Processed cheese and cheese food products are allowed for this item only. The Government retains its full right to reject any product offered under this paragraph if the quality of the product is rejected by users.

(e) Cooking Requirements:

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(1) All foods shall be cooked in accordance with the requirements stated below and identified in the current FDA Food Code to minimize health hazards.

(i) Ground Meat, Pork, Poultry Lamb and Fish - All ground meat, pork, poultry, lamb and fish shall be cooked well done to the minimum internal temperature defined in the current FDA Food Code or higher.

(ii) Whole Muscle Beef - Roast beef and steaks for sandwiches shall be well done. Roast beef and steaks for dinner meals may be medium rare to well done, as approved by the FDUL.

(iii) Fresh Eggs - Fresh eggs may be cooked to order. Fresh eggs cooked to order shall be cooked to heat all parts of the egg to the minimum internal temperature defined in the current FDA Food Code or higher. Boiled eggs shall be well done.

(f) Serving Container Requirements:

(1) Milk - Shall be available in individual cartons, approved milk dispensers, or must be served from cartons or jugs.

(2) Juice - Shall be available in individual pop-top cans, non-crushable paper/foil-type containers and re-sealable plastic bottles. Approved dispensers may be used.

(3) Yogurt – shall be in individual factory packaged serving containers.

(4) Desserts - Shall be either served at the serving line, or in individually wrapped dishes, or covered for protection from contamination if served at a dessert bar.

(5) Salad Dressing and Condiments - Shall be available in individual packets, approved dispensers, or original bottles. Salsa and hot peppers shall be served in approved containers at the salad bar.

(6) Bread - Shall be either served at the serving line, or covered for protection from contamination if available at a salad bar. Tongs are required for self-service.

(7) Dry Cereal - Cold cereal shall be available in individual boxes or in approved bulk dispensers.

(g) Food Quality Standards:

(1) Beef, Buffalo, Pork, Poultry, and Fish:

The term “whole muscle” in this section shall mean whole muscle or sliced from whole muscle. Beef, buffalo, pork, poultry, and fish, shall not contain additives in raw products. No more than 15% pump in all USDA Choice pre-cooked and/or further processed beef items with the exception of corned beef brisket which may be 20%.

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- (i) Beef - Fresh or fresh frozen whole/full muscle USDA inspected, USDA Choice or better with 1/4 inch trim, (lower grades of beef, including "no roll/select", are not acceptable).
 - (ii) Buffalo - Fresh or fresh frozen whole/full muscle USDA inspected with 1/4 inch trim.
 - (iii) Ground Beef - USDA inspected 100 % ground beef or ground beef patties meeting USDA ingredient and labeling requirements, not to exceed 20% fat. Need not be USDA Choice.
 - (iv) Beef for Shift Provisions/Sack Lunches - USDA inspected, need not be USDA choice. Whole/full muscle, flats, top and bottom rounds and eye of the round only (no shoulder cuts allowed). Pre-cooked further processed beef or cured beef such as corned beef or pastrami may be used. No ground beef products shall be used. No soy additives shall be included in beef products. (No more than 15% pump in all precooked, further processed, or cured beef items, with the exception of corned beef brisket and pastrami, which shall not exceed 20% pump.) Roast beef for sandwiches shall not appear to have a "green sheen".
 - (v) Pork - USDA inspected, USDA Grades 1-4. Bacon, sausage and whole/full muscle pork items. Whole/full muscle cured ham and natural juices or cured ham with water added not to exceed 15% pump (ham and water product, ham with water and isolated soy protein added and turkey-ham is not allowed).
 - (vi) Cornish Game Hens - Whole/full muscle, USDA inspected, need not be USDA Grade A.
 - (vii) Poultry - Whole raw chicken shall be obtained from USDA inspected facilities and shall be USDA Grade "A" whole/full muscle. Cut raw chicken product shall be obtained from USDA inspected facilities and may be USDA Grade "A" or equivalent. Cooked product that does not have a USDA grade shall have been obtained from USDA inspected facilities and purchased from among the suppliers top quality labels. Acknowledgement of a top-quality (Best Label) and equivalent products does not necessarily constitute acceptance as an end product if that product is otherwise objectionable in appearance, taste or quality. Processed or precooked turkey shall not exceed 3 lobes per product of breast meat only. No more than 15% pump in all processed or precooked poultry items. No soy additives, or chunked, chopped and/or formed product allowed.
 - (viii) Lamb - USDA inspected; USDA Choice or better; fresh, whole/full muscle. No more than 15% pump in all USDA Choice pre-cooked or further processed lamb items. No soy additives shall be included in lamb products.
 - (ix) Fish - Whole muscle steaks or fillets. No chunked, chopped, formed, pressed or imitation product allowed.
- (2) Dairy Products - Pasteurized, USDA Grade A or better.

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- (3) Cheese - Natural cheese. No imitation cheese, cheese product, cream cheese, cheese food, or cheese spread allowed except in factory wrapped - commercially available products like burritos, chimichangas, etc., used for lunches and cold can breakfast.
- (4) Fresh Shelled Eggs - USDA inspected, Grade A.
- (5) Frozen or Liquid Whole Egg(s) - USDA inspected and pasteurized. No egg product or powdered eggs.
- (6) Canned Vegetables - US No. 1 or equivalent (top label).
- (7) Canned Fruits - US No. 1 or equivalent (top label).
- (8) Fresh Fruits and Vegetables - First Quality. When grading is available, fruit in the shift food provisions must be U.S. No. 1 or better. The Contractor shall provide documentation that validates that the quality of the product is equal to U.S. No. 1 or better. Containers, cases, and crates shall be marked for grade.
- (9) Frozen Fruits and Vegetables (All Meals) - Grade A.
- (10) Juice - 100% fruit juice, 100% fruit juice blend; 100% vegetable juice. All juice must be pasteurized.
- (11) Dry Cereal (Breakfast) - Vitamin enriched.
- (12) Bread – Whole grain or enriched.
- (13) Coffee - High quality, Columbian or better.
- (14) Tea - High quality.
- (15) Oil - Pure vegetable oil and/or olive oil, no trans-fats.
- (16) Prepared Salads - High quality.
- (17) Canned Tuna Fish - Chunk Light Tuna, Dolphin-safe, and water packed.
- (18) Shift Food Items - Factory-wrapped or re-sealable individually wrapped by the contractor at the incident. All ingredients shall be listed on the label for easy identification.

D.1.8 PACKAGING AND MARKING

(a) Shift Provision/Sack Lunches - General:

- (1) Shift Provisions/Sack Lunches shall be bagged in heavy-duty paper sacks, minimum 35 # weight, to protect the food.

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EXHIBIT D.6 SAMPLE CONTRACTOR MENUS

(For Advance Approval by FDUL)

SERVING DATES _____
INCIDENT _____

CONTRACTOR/UNIT _____ **FIRE**

HOT AND HOT CONTAINER BREAKFASTS	DATE:	DATE:	DATE:	DATE:	DATE:	DATE:	DATE:	APPROVED		SERVED	
								YES	NO	YES	NO
EGGS, fresh (2 or 3) ;or liquid (6oz)											
MEAT, Four (4) oz. Raw Weight Type: Fresh OR Frozen OR Precooked											
BREAD, 1 – 1 1/2 oz. Pancakes, French Toast or Waffles; 3 to 4 oz, AND Potatoes, 6 oz.											
MILK, ½ Pint Whole, 2%, Skim, Rice, Soy, Almond White and Chocolate											
FRUIT, Fresh OR Canned AND 100% Juice, 5 ½ oz.											
CEREAL, Cooked, 6 oz.											
YOGURT, 4 oz.											

PROPOSED BY _____
BY _____

DATE _____
DATE _____

APPROVED

Kitchen Manager

Food Unit Leader

--All changes to a previously approved menu **MUST** be reviewed and approved in advance by the Food Unit Leader.--This form does not constitute an order for meals. It verifies **ONLY advance agreement on**, and **approval of** the Contractor's menu items.

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EXHIBIT D.6 SAMPLE CONTRACTOR MENUS, Continued

(For Advance Approval by FDUL)

SERVING DATES _____
INCIDENT _____

CONTRACTOR/UNIT _____

FIRE

COLD CONTAINER BREAKFASTS	DATE:	DATE:	DATE:	DATE:	DATE:	DATE:	DATE:	APPROVED		SERVED	
								YES	NO	YES	NO
CEREAL, Dry-Cold, Two (2), ¾ oz.											
BREAKFAST PROTEIN ITEM, Minimum 8 oz											
100% JUICE, One (1), Minimum 5 ½ oz.											
MUFFINS OR Equivalent Equal - 5 oz.											
MILK, ½ Pint Whole, 2%, Skim, Rice, Soy White and Chocolate											
FRUIT, Fresh OR Canned 5 ½ oz. OR .											
YOGURT, Minimum 4 oz.											

PROPOSED BY _____
BY _____

Kitchen Manager

DATE _____
DATE _____

APPROVED

Food Unit Leader

--All changes to a previously approved menu **MUST** be reviewed and approved in advance by the Food Unit Leader.

--This form does not constitute an order for meals. It verifies **ONLY advance agreement on**, and **approval of** the Contractor's menu items.

**SECTION D
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EXHIBIT D.6 SAMPLE CONTRACTOR MENUS, Continued

(For Advance Approval by FDUL)

SERVING DATES _____ **CONTRACTOR/UNIT** _____ **FIRE**
INCIDENT _____

HOT AND HOT CONTAINER DINNERS	DATE:	DATE:	DATE:	DATE:	DATE:	DATE:	DATE:	APPROVED		SERVED	
								YES	NO	YES	NO
ENTREE 1-Meat Type:											
ENTRÉE 2-Non Meat, 4 oz.											
VEGETABLES, 4 oz.											
POTATOES OR Substitute, 6 oz.											
BREAD, Two (2) slices, 1 to 1 ½ oz.											
MILK, ½ Pint Whole, 2%, Skim, Rice, Soy, Almond White and Chocolate											
DESSERT, 4 oz.											
SALAD FOR HOT CONTAINER, Two (2) types One (1) tossed green AND One (1) prepared.											
SALAD BAR, One (1) Tossed Green Salad AND Two (2) Prepared Salads AND One (1) Fresh Fruit or Fruit Salad Seven (7) Salad Toppings (5 fresh vegetable, 2 other) Three (3) other salad toppings											

PROPOSED BY _____ **DATE** _____ **APPROVED BY** _____ **DATE** _____
Kitchen Manager *Food Unit Leader*

--All changes to a previously approved menu **MUST** be reviewed and approved in advance by the Food Unit Leader.

--This form does not constitute an order for meals. It verifies **ONLY advance agreement on**, and **approval of** the Contractor's menu items.

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EXHIBIT D.7 SHIFT PROVISIONS/SACK LUNCH OPTIONS

SHIFT PROVISIONS/SACK LUNCH	<u>DATE:</u>	<u>DATE:</u>	<u>DATE:</u>	<u>DATE:</u>	<u>DATE:</u>	<u>DATE:</u>	<u>DATE:</u>	YES	NO	YES	NO
PRIMARY ENTREE 1- Type: Sandwich/Wrap											
VEGETARIAN PRIMARY ENTRÉE 1- Sandwich/Wrap Non Meat, 4 oz.											
FOOD BAR											
SNACK BAR											
CANDY/COOKIE/DESSERT											
CHIPS/PRETZELS/CRACKERS											
ALTERNATIVE PROTEIN											
NUTS/SEEDS/TRAILMIX											
TRIAL ITEM											
FRESH FRUIT AND VEGETABLES #1											
FRESH FRUIT AND VEGETABLES #2											
FRESH FRUIT AND VEGETABLES #3											

APPENDIX B¹
INDEMNITY AND INSURANCE

Article 1. Indemnification

The contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the contracting agency's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

Article 2. Insurance

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

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

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

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