STATE OF ALASKA REQUEST FOR PROPOSALS

FULL-SERVICE GRILL & ESPRESSO BEVERAGE CONCESSION BUSINESS

RFP # 726DVR7507

ISSUED DATE SEPTEMBER 24, 2025

THE DIVISION OF VOCATIONAL REHABILITATION'S BUSINESS ENTERPRISE PROGRAM (BEP) IS SEEKING PROPOSALS FROM A QUALIFIED FIRM OR CONTRACTOR TO OPERATE THE BEP FACILITY, A FULL-SERVICE GRILL & ESPRESSO BEVERAGE CONCESSION BUSINESS, LOCATED INSIDE THE NATIONAL GUARD ARMORY LOCATED AT JBER, AK.

ISSUED BY:

DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT
DIVISION OF VOCATIONAL REHABILITATION

PRIMARY CONTACT:

KATHY O'ROURKE
PROCUREMENT OFFICER
KATHY.OROURKE@ALASKA.GOV
(907) 269-4867

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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INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Department of Labor and Workforce Development, Division of Vocational Rehabilitation, Business Enterprise Program (BEP), is soliciting proposals to operate the BEP facility, resulting in a Full-Service Grill & Espresso Beverage Concession business, located inside the National Guard Armory located at 49000 Camp Denali JBER, AK 99505.

SEC. 1.02 BUDGET

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

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **2:00 P.M.** prevailing Alaska Standard Time on **OCTOBER 15, 2025** as indicated 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:

- A minimum of 3-5 years prior experience running a full-service food, food truck, and / or beverage shop.
- A minimum of 3-5 years prior experience performing these services for a governmental or non-profit agency within this scope of work would be preferred.

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

SEC. 1.05 REQUIRED REVIEW

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material should be made in writing and received by the procurement officer at least ten days before the deadline for receipt of proposals. This will allow time for the issuance of any necessary amendments. It will also help prevent the opening of a defective proposal and exposure of offeror's proposals upon which award could not be made.

SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

All questions must be in writing and directed to the procurement officer. The interested party must confirm telephone conversations in writing.

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

PROCUREMENT OFFICER: Kathy O'Rourke – PHONE: 907-267-4867– kathy.orourke@alaska.gov

SEC. 1.07 RETURN INSTRUCTIONS

Offerors must submit their proposal via email, the technical proposal and cost proposal must be saved as separate PDF documents and emailed to both DOL.procurement@alaska.gov and Kathy.orourke@alaska.gov as separate clearly labeled attachments such as "Vendor A – Technical proposal.pdf" and "Vendor A – Cost Proposal.pdf." The email must contain the RFP number in the subject line.

The **maximum** size of a single email (including all text and attachments) that can be received by the state is **20mb (megabytes)**. If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above.

Please note that email transmission is not instantaneous. The state recommends sending it with enough time to ensure the email is delivered by the deadline for receipt of proposals.

It is the offeror's responsibility to contact the issuing agency at kathy.orourke@alaska.gov to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.08 ASSISTANCE TO OFFERORS WITH A DISABILITY

Offerors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the procurement officer no later than ten days prior to the deadline for receipt of proposals.

SEC. 1.09 AMENDMENTS TO PROPOSALS

Amendments to or withdrawals of proposals will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of proposals. No amendments or withdrawals will be accepted after the deadline unless they are in response to the state's request in accordance with 2 AAC 12.290.

SEC. 1.10 AMENDMENTS TO THE RFP

If an amendment is issued before the deadline for receipt of proposals, the amendment will be posted on the State of Alaska Online Public Notice (OPN) website. The link to the posting of the amendment will be provided to all who were notified of the RFP and to those who have registered with the procurement officer after receiving the RFP from the OPN.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted 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	2:00 PM	September 24, 2025
Pre-Proposal Meeting	2:00 PM	October 2, 2025
Deadline for Questions	2:00 PM	October 7, 2025
Deadline for Receipt of Proposals / Proposal Due Date	2:00 PM	October 15, 2025
Proposal Evaluations Complete	2:00 PM	October 17, 2025
Notice of Intent to Award	2:00 PM	October 18, 2025
Contract Issued	2:00 PM	November 7, 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 Labor & Workforce Development, or the Commissioner's designee. Upon written notice to the contractor, the state may set a different starting date for the contract. The state will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

SEC. 1.12 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held virtually **at 2:00 p.m. October 2, 2025**. An email will be sent with the virtual meeting information to all interested parties. The purpose of the conference is to discuss the work to be performed with the prospective offerors and allow them to ask questions concerning the RFP. All questions raised during the meeting must be submitted in writing to the Procurement Officer and will be posted along with the answers on the Alaska Online Public Notice website as an Amendment to the RFP, as soon as possible after the meeting.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for the pre-proposal conference so that reasonable accommodation can be made.

SEC. 1.13 ALTERNATE PROPOSALS

Offerors may only submit one proposal for evaluation. In accordance with 2 AAC 12.830 alternate proposals (proposals that offer something different than what is asked for) will be rejected.

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

The Business Enterprise Program (BEP) is a state program that is under the direction of the Department of Labor and Workforce Development, Division of Vocational Rehabilitation (DVR). The BEP provides employment opportunities and benefits for individuals who are legally blind and/or significantly disabled, consistent with the Alaska State Chance Act, AS 23.15.010-.210. The BEP is part of a nationwide program that has proven it can be a highly effective and positive program to help blind and/or significantly disabled individuals become successful business managers and contributing members of society.

The BEP oversees "Vending Facilities" or businesses located in state or federal buildings that are either owned or leased by the appropriate agency that offer vending, snack bar concessions, or full food services. A contractual agreement/permit to operate a vending facility is generated between the building owner/manager and the State Licensing Agency on behalf of the BEP. The DVR and BEP have a defined process to train candidates to become licensed vending facility managers to successfully manage a BEP site.

BEP vending facilities are beneficial to the building occupants and general public by providing quality services which enhance the overall work environment.

In the event a licensed BEP vending facility manager is not available to carry out management duties and responsibilities at a particular vending facility, the BEP manager is authorized to issue Request for Proposals (RFP) seeking qualified companies and/or Contractors to provide food and beverage concession servicers.

SCOPE OF WORK & CONTRACT INFORMATION

SEC. 2.02 SCOPE OF WORK

The Department of Labor & Workforce Development, Division of Vocational Rehabilitation, is soliciting proposals from a qualified Contractor to operate the BEP facility, a Full-Service Grill & Espresso Beverage Concession business, located inside the National Guard Armory located at 49000 Camp Denali JBER, AK 99505, pursuant to the Alaska State Chance Act, AS 23.15.010-.210.

The Department of Department of Labor and Workforce Development, Division of Vocational Rehabilitation**,** Business Enterprise Program (BEP) is soliciting proposals to assist the BEP in operating, managing and maintaining a Full-Service Grill & Espresso Beverage Concession business, located inside the National Guard Armory located at 49000 Camp Denali JBER, AK 99505, pursuant to the Alaska State Chance Act, AS 23.15.010-.210.

A. Products: The goal is to provide a quality coffee/espresso beverage and food service which includes "Grab and Go" items, soups, snacks, fresh sandwiches, and other products compatible with the nature of this type of business. The Contractor may provide catering services for special in-house events, meetings, and Drill meals at the request of the National Guard. The Contractor shall include a sample menu with the proposal as a separate attachment to Submittal Form E. All featured food items shall be fresh, of good quality, handled, packaged, and labeled professionally. The BEP seeks to optimize the concession revenues while enhancing its services to the building occupants and the general public.

B. Rent, Fees, and Signs: The result of this RFP is expected to be a Food Service Contract whereby revenue is shared between the Contractor and the BEP. The BEP expects a percentage of 10% of the Gross Revenues payable to the BEP. Space rent for the actual square footage of the concession stand, storage area, utilities, and use of available equipment use is waived for this contract. Data and telephone lines shall be at the expense of the Contractor and is at a monthly cost of $164.00 and payable to the

BEP each month. Signage will be provided and installed by the BEP. The Contractor will not be allowed to modify the Food Service Area or storage room. The Contractor shall submit requests for modifications to the BEP in writing.

C. Accepted Forms of Payment: The Concessionaire shall accept payment by cash and major credit cards; acceptance of debit cards and personal checks is at the Contractor's discretion.

D. Janitorial: The Contractor is responsible for the janitorial duties in the Food Service Area:

1. Keep all equipment, counters, food containers, displays, refrigerators, floor area clean and be attractive to the public
2. Wipe tables and chairs frequently or when needed
3. Keep garbage areas clean and dispose of it properly, according to the instructions by the building management
4. Keep all supplies properly stored either in the Food Service counter space or storage room
5. Sweep floors
6. Provide routine cleaning maintenance to espresso equipment
7. Provide general clean-up and maintain the BEP vending facility in an orderly and business-like manner
8. Comply with all health and safety requirements

E. Hours of Operation: The hours of operation will meet the demands of the building occupants, 7:00 a.m. – 3:00 p.m. or extended as necessary, with the grill closing at 2:00 p.m. Being a State of Alaska property, the facility will be closed with respect to all state holidays (Appendix IV). Notification of any closings must be approved by the BEP manager and posted at a highly visible location, at least 15 days in advance. If there is an emergency need to close, the building manager must be contacted by the Contractor immediately, the BEP manager must be notified within one working day of the situation, and a sign must be clearly posted at the concession stand.

F. Staff: The Contractor and all employees shall cooperate in every way possible to maintain good relationships with the building manager, exercising sensitivity to the needs of the occupants of the building, structure, zoning, and building requirements, and abide by the requirements of the permit. All staff shall practice a high level of cleanliness and personal hygiene in the performance of this contract. For this purpose, the Contractor shall ensure that there is a ServSafe certified member on staff at all operating hours and that the remaining staff have a Food Handlers card or are in compliance with the Alaska Administrative Code 18 AAC 31 "Alaska Food Code." Certification of training must be posted for all staff preparing and serving food and beverages.

H. Equipment: All equipment (Appendix III) must be maintained in good working condition. The Contractor shall ensure that he/she and all employees are knowledgeable, able to demonstrate, if requested, proficient use of all equipment placed in the BEP vending facility. If a piece of equipment is worn out or obsolete, it may be disposed of with the approval of the BEP manager. No equipment, which would change the nature of the business or intent of the permit, may be added or removed from the facility without the permission of the BEP manager. If the Contractor desires to add small items of equipment to make things easier at one's own expense, the addition must be cleared with the BEP manager prior to placing it in the facility. In the event a piece of equipment is damaged or in need of repair, the Contractor is responsible for reporting the situation to the BEP manager immediately. The BEP manager will provide assistance with repair and/or replacement of all equipment. A fee of $50.00 will be required to be paid by the Contractor for all repairs ordered. The contractor is responsible for reporting all incidents of damage, breakage, theft and/or malfunctions to the BEP manager at their first opportunity. Repairs will be deemed unauthorized for payment when the Contractor neglects or fails to notify the BEP manager of damage, breakage, theft, or malfunction of equipment and held at the expense of the Contractor.

I. Security Requirements: For building security purposes and ability to obtain a key card for building accessibility, a copy of a current background check is required for all persons working in the café including the contractor. Current contact information must be on file for emergency purposes along with a copy of contractor's and all employees' driver's license or Alaska State ID. Any persons that do not submit this information will not be approved to obtain a key/electronic pass and is not authorized to have unlimited access to the building or any of the secured areas within the building.

SEC. 2.03 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, approximately **NOVEMBER 7, 2025**, for approximately **365 DAYS** until completion, approximately **NOVEMBER 6, 2026,** but this is negotiable for the start date in November of 2025.

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. 2.04 DELIVERABLES

The contractor will be required to provide the following deliverables:

A. **Financial Reporting:** Weekly (Appendix I) report showing duly certified weekly operating activities shall be submitted to the BEP manager on or before the following Wednesday of the reporting week. Monthly Reports (Appendix II) showing a duly certified monthly operating statement showing all of the gross revenues from the BEP vending facility's operations for the previous month, as well as payment of the 10% commission fee. All reports must be postmarked on or before the 15th day of the month following that reporting period. The Contractor will assume sole responsibility for all local, state, and general taxes. The Contractor may not deduct sales tax prior to determining commission amounts. A $25 fine will be applied for payments returned due to insufficient funds.

B. **Bookkeeping:** The Contractor is responsible to keep accurate recording in accordance with generally accepted accounting practices. All financial records shall be subject to audit and/or inspection by BEP personnel or their designated representatives at any time during the contract period without prior notice and/or up to three (3) years after contract termination. Audit and inspection will occur only during normal business hours.

C. **Menu, specials, promotional activities and events, catering:** The Contractor shall submit a sample menu as part of his/her proposal. All promotional and catering activities shall be reported to the BEP manager or personnel one week in advance of the occasion. The Contractor is encouraged to provide daily weekly specials, customer appreciation rewards and activities to optimize the BEP vending facility financially and strive for excellence in customer service.

SEC. 2.05 CONTRACT TYPE

This contract is a Non-Professional type contract.

SEC. 2.06 CONTRACT PAYMENT

Contractor will provide ten (10) % of Gross Revenue, payable to the BEP.

SEC. 2.07 LOCATION OF WORK

The location(s) the work is to be performed, completed, and managed is at the National Guard Armory located at 49000 Camp Denali JBER, AK 99505. The state WILL provide workspace for the contractor.

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

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

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

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

SEC. 2.08 SUBCONTRACTORS

Subcontractors will not be allowed.

SEC. 2.09 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 2.10 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. 2.11 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. 2.12 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 and the procurement officer. Changes that are not approved by the state may be grounds for the state to terminate the contract.

SEC. 2.13 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. 2.14 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 Labor & Workforce Development or the Commissioner's designee.

SEC. 2.15 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. 2.16 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. 2.17 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. 2.18 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 6. ATTACHMENTS**.

SECTION 3. PROPOSAL FORMAT AND CONTENT

SEC. 3.01 PROPOSAL FORMAT AND CONTENT

Proposals are to be prepared in such a way as to provide concise delineation of the Offeror’s capabilities to satisfy the requirements of this RFP. Empasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

SEC. 3.02 INTRODUCTION

Proposals must include a cover letter and include the Offeror Information and Certifications, Submittal Form A.

The cover letter should confirm that the Offeror will comply with all provisions in this RFP.

SEC. 3.03 RFP SUBMITTAL FORMS

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

Unless otherwise specified in this RFP, the Submittal Forms shall be the offeror's entire proposal. Do not include any marketing information in the proposal.

Any proposal that does not follow these requirements may be deemed non-responsive.

SEC. 3.04 SPECIAL FORMATTING REQUIREMENTS

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

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

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

Submittal Form	Maximum Page Limits
Submittal Form A – Offeror Information and Certifications	
Submittal Form B – Experience and Qualifications	**7**
Submittal Form C – Understanding of the Project	**5**
Submittal Form D – Methodology Used for the Project	**5**
Submittal Form E – Management Plan for the Project	**5**
Submittal Form F – Cost Proposal	

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

SEC. 3.05 OFFEROR INFORMATION AND CERTIFICATIONS (SUBMITTAL FORM A)

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

By signature on the form, the offeror certifies they comply with the following:

a) the laws of the State of Alaska;

b) the applicable portion of the Federal Civil Rights Act of 1964;

c) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;

d) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;

e) all terms and conditions set out in this RFP;

f) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and

g) that the offers will remain open and valid for at least 90 days.

If any offeror fails to comply with [a] through [g] of this paragraph, the state reserves the right to disregard the proposal, terminate the contract, or consider the contractor in default.

The Submittal Form also requests the following information:

a) The complete name and address of offeror’s firm along with the offeror’s Tax ID.

b) Information on the person the state should contact regarding the proposal.

c) Names of critical team members/personnel.

d) Addenda acknowledgement.

e) Conflict of interest statement.

f) Federal requirements.

g) Alaska preference qualifications.

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

SEC. 3.06 EXPERIENCE AND QUALIFICATIONS (SUBMITTAL FORM B)

Offeror’s must provide comprehensive narrative statements that describe the Offeror’s experience in the food and beverage industry and qualifications to carry out the duties and responsibilities in this RFP. Offeror’s may include relevant training and conference participation that supports their qualifications.

Offeror's must provide an organizational chart specific to the personnel assigned to accomplish the work detailed 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 and include experience, capabilities and/or qualifications for performance of the work.

Financial Considerations

Proposals must include an explanation for Offeror's accounting practices for the vending facility, plan for record keeping, reporting required information, submitting reports and commission payments.

Offeror's must explain process for complying with the criteria that the Offeror will maintain business accounts and records separate from those maintained for personal affairs. The Offeror must confirm that a commercial bank account has been established into which all funds not required as cash on hand are deposited daily.

Offeror's shall explain business plans and financial ability for purchasing and maintaining inventory in order to insure continuation of services and maintenance of a viable business operation.

Offeror shall explain previous business success and accomplishments that are related to the Scope of Work in this RFP.

Offeror's must provide a minimum of three (3) professional reference names and phone numbers for similar projects the Offeror's firm has completed.

The offeror shall not disclose their costs in this Submittal Form. Submission forms shall not exceed the page limit (as described in Section 3.04).

Offerors must provide resumes for those personnel with names and title that will be assigned to complete the project as a separate attachment to Submittal Form B.

SEC. 3.07 UNDERSTANDING OF THE PROJECT (SUBMITTAL FORM C)

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project and the project schedule. Offeror's shall identify any challenges associated with implementing the work.

The offeror shall not disclose their costs in this Submittal Form. Submission forms shall not exceed the page limit (as described in Section 3.04).

SEC. 3.08 METHODOLOGY USED FOR THE PROJECT (SUBMITTAL FORM D)

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.

The offeror shall not disclose their costs in this Submittal Form. Submission forms shall not exceed the page limit (as described in Section 3.04).

SEC. 3.09 MANAGEMENT PLAN FOR THE PROJECT (SUBMITTAL FORM E)

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.

The narrative may include such areas as: Organization's mission statement, internal controls for quality control assurance; plans for customer service, retention, and increasing consumer base; employing a system for customer feedback and complaint resolution; method(s) for training and orientation for new employees; marketing campaigns or any other area of interest related to this project.

Offeror's must thoroughly describe the concept they are using for their menu, products using for sale, discuss their preparation, packaging, and price. Photos and samples of promotional materials may be used.

A sample menu must be included as a separate attachment to Submittal Form E and will not count towards the maximum page limit.

The offeror shall not disclose their costs in this Submittal Form. Submission forms shall not exceed the page limit (as described in Section 3.04).

SEC. 3.10 COST PROPOSAL (SUBMITTAL FORM F)

The awarded Contractor will provide ten (10%) percent of the Gross Revenue, payable to the BEP.

SECTION 4. EVALUATION CRITERIA AND CONTRACTOR SELECTION

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) The Submittal Forms, from each responsive 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 documents based on the degree to which they meet the stated evaluation criteria.
5) After independent scoring, the PEC will have a meeting, chaired by the procurement officer, where the PEC may have a group discussion prior to finalizing their scores.
6) The evaluators will submit their final individual scores to the procurement officer, who will then compile the scores and calculate awarded points as set out in Section 4.02.

7) The procurement officer will calculate scores for cost proposals as set out in Section 4.08 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
Offeror Information	(Submittal Form A)	-
Experience and Qualifications	(Submittal Form B)	20
Understanding of the Project	(Submittal Form C)	20
Methodology Used for the Project	(Submittal Form D)	20
Management Plan for the Project	(Submittal Form E)	30
	Total	90

Cost Criteria		Weight
Cost Proposal	(Submittal Form F)	0
	Total	0

Preference Criteria		Weight
Alaska Offeror Preference (if applicable)		10
	Total	10

TOTAL EVALUATION POINTS AVAILABLE: 100

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 3.05 through 3.10 and assign a single score of 1, 5, 10, 15, 20, 25 or 30 with 30 representing the highest score, 15 representing the average score, and 1 representing the lowest score. 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 score of 20 or 30. 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 score of 1.

Scores of 1 would include a brief explanation of why it has the lowest score on the evaluation. If it's scored the highest score, similarly, the evaluation would have a brief explanation with the rationale for the high score.

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

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

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:

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

Offeror 2 was awarded 50 points:

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

Offeror 3 was awarded 100 points:

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

SEC. 4.04 EXPERIENCE AND QUALIFICATIONS

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

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?

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

a) How well has the firm demonstrated experience in completing similar projects on time and within budget?

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?

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

SEC. 4.05 UNDERSTANDING OF THE PROJECT

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

1) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?

2) How well has the offeror 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?

SEC. 4.06 METHODOLOGY USED FOR THE PROJECT

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

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

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

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 (COST PROPOSAL)

Overall, a minimum of **0**% 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:

[(Price of Lowest Cost Proposal) x (Maximum Points for Cost)] ÷ (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 lowest cost x 400 maximum points for cost = 16,000,000 ÷ $42,750 cost of Offeror #2's proposal = **374.3***

Offeror #3 receives 336.8 points.

$40,000 lowest cost x 400 maximum points for cost = 16,000,000 ÷ $47,500 cost of Offeror #3's proposal = **336.8**

SEC. 4.09 ALASKA OFFEROR PREFERENCE

Per 2 AAC 12.260, if an offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska Offeror Preference. The preference will be 10% of the total available points, which will be added to the offeror's overall evaluation score.

Example:

Step 1

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

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

Step 2

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

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

Step 3

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

Offeror #1	830 points	
Offeror #2	840 points	(740 points + 100 points)
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 to the deadline for receipt of proposals, all offerors must hold any other necessary applicable professional licenses required by Alaska Statute.

A Municipality of Anchorage Health Permit will be required prior to the start of work.

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 via teleconference.

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)

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 questions on the form if not claiming the Alaska Veteran Preference. An offeror's failure to provide this completed form with their proposal will cause the state to disallow the preference

SEC. 5.13 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 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. 5.15 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. 5.16 PROPOSAL AS PART OF THE CONTRACT

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

SEC. 5.17 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. 5.18 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. 5.19 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. 5.20 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. 5.21 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. 5.22 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. 5.23 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. 5.24 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. 5.25 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. 5.26 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with Section 5.19 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. 5.27 SOLICITATION ADVERTISING

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

SEC. 5.28 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 6. ATTACHMENTS

SEC. 6.01 ATTACHMENTS

Attachments:

1) Cost Proposal (Submittal Form F)
2) Submittal Forms A – E
3) Appendix I - Generated from Clover System – Point of Sales system onsite
4) Appendix II – Monthly Report
5) Appendix III – Inventory List
6) Appendix IV – State Holiday Calendar
7) Standard Contract Form for Goods and Non-Professional Services with Appendix B1, and C