

STATE OF ALASKA REQUEST FOR PROPOSALS



CULINARY TRAINING FOR VESSEL CREW

RFP 2526S014

ISSUED OCTOBER 13, 2025

DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES IS SOLICITING PROPOSALS FOR
FOR A PROFESSIONAL SERVICES PROVIDER WITH EXPERIENCE DELIVERING A HIGH-QUALITY
CULINARY TRAINING PROGRAM

ISSUED BY:

Department of Transportation & Public
Facilities

PRIMARY CONTACT:

Chris Hunt
Procurement Officer
chris.hunt@alaska.gov
(907) 465-8448

OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

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

TABLE OF CONTENTS

| | | |
|-------------------|---|-----------|
| SECTION 1. | INTRODUCTION & INSTRUCTIONS..... | 4 |
| SEC. 1.01 | PURPOSE OF THE RFP | 4 |
| SEC. 1.02 | BUDGET | 4 |
| SEC. 1.03 | DEADLINE FOR RECEIPT OF PROPOSALS | 4 |
| SEC. 1.04 | PRIOR EXPERIENCE..... | 4 |
| SEC. 1.05 | REQUIRED REVIEW | 4 |
| SEC. 1.06 | QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS | 5 |
| SEC. 1.07 | RETURN INSTRUCTIONS | 5 |
| SEC. 1.08 | ASSISTANCE TO OFFERORS WITH A DISABILITY | 6 |
| SEC. 1.09 | AMENDMENTS TO PROPOSALS | 6 |
| SEC. 1.10 | AMENDMENTS TO THE RFP..... | 6 |
| SEC. 1.11 | RFP SCHEDULE | 6 |
| SEC. 1.12 | ALTERNATE PROPOSALS | 7 |
| SEC. 1.13 | NEWS RELEASES..... | 7 |
| SECTION 2. | BACKGROUND INFORMATION..... | 8 |
| SEC. 2.01 | BACKGROUND INFORMATION | 8 |
| SECTION 3. | SCOPE OF WORK & CONTRACT INFORMATION..... | 9 |
| SEC. 3.01 | SCOPE OF WORK | 9 |
| SEC. 3.02 | CONTRACT TERM AND WORK SCHEDULE | 9 |
| SEC. 3.03 | DELIVERABLES | 9 |
| SEC. 3.04 | CONTRACT TYPE | 10 |
| SEC. 3.05 | PROPOSED PAYMENT PROCEDURES | 10 |
| SEC. 3.06 | INVOICING | 11 |
| SEC. 3.07 | CONTRACT PAYMENT | 11 |
| SEC. 3.08 | LOCATION OF WORK..... | 11 |
| SEC. 3.09 | THIRD-PARTY SERVICE PROVIDERS | 11 |
| SEC. 3.10 | SUBCONTRACTORS..... | 12 |
| SEC. 3.11 | JOINT VENTURES | 12 |
| SEC. 3.12 | RIGHT TO INSPECT PLACE OF BUSINESS | 12 |
| SEC. 3.13 | F.O.B. POINT | 12 |
| SEC. 3.14 | CONTRACT PERSONNEL | 13 |
| SEC. 3.15 | INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES | 13 |
| SEC. 3.16 | LIQUIDATED DAMAGES | 13 |
| SEC. 3.17 | CONTRACT CHANGES - UNANTICIPATED AMENDMENTS | 13 |
| SEC. 3.18 | NONDISCLOSURE AND CONFIDENTIALITY | 13 |
| SEC. 3.19 | INDEMNIFICATION..... | 14 |
| SEC. 3.20 | INSURANCE REQUIREMENTS | 14 |
| SEC. 3.21 | TERMINATION FOR DEFAULT | 15 |
| SECTION 4. | PROPOSAL FORMAT AND CONTENT..... | 16 |
| SEC. 4.01 | RFP SUBMITTAL FORMS | 16 |
| SEC. 4.02 | SPECIAL FORMATTING REQUIREMENTS | 16 |
| SEC. 4.03 | OFFEROR INFORMATION AND CERTIFICATIONS (SUBMITTAL FORM A)..... | 16 |
| SEC. 4.04 | EXPERIENCE AND QUALIFICATIONS (SUBMITTAL FORM B) | 17 |
| SEC. 4.05 | UNDERSTANDING OF THE PROJECT (SUBMITTAL FORM C) | 18 |
| SEC. 4.06 | METHODOLOGY USED FOR THE PROJECT (SUBMITTAL FORM D)..... | 18 |
| SEC. 4.07 | MANAGEMENT PLAN FOR THE PROJECT (SUBMITTAL FORM E) | 18 |
| SEC. 4.08 | SUBCONTRACTORS (SUBMITTAL FORM F)..... | 18 |
| SEC. 4.09 | COST PROPOSAL (SUBMITTAL FORM G) | 18 |
| SECTION 5. | EVALUATION CRITERIA AND CONTRACTOR SELECTION | 19 |
| SEC. 5.01 | SUMMARY OF EVALUATION PROCESS..... | 19 |
| SEC. 5.02 | EVALUATION CRITERIA | 19 |
| SEC. 5.03 | SCORING METHOD AND CALCULATION..... | 20 |
| SEC. 5.04 | EXPERIENCE AND QUALIFICATIONS (125 POINTS)..... | 21 |
| SEC. 5.05 | UNDERSTANDING OF THE PROJECT (125 POINTS) | 21 |
| SEC. 5.06 | METHODOLOGY USED FOR THE PROJECT (125 POINTS) | 21 |
| SEC. 5.07 | MANAGEMENT PLAN FOR THE PROJECT (125 POINTS) | 22 |
| SEC. 5.08 | CONTRACT COST (COST PROPOSAL) (400 POINTS) | 22 |
| SEC. 5.09 | ALASKA OFFEROR PREFERENCE (100 POINTS)..... | 23 |
| SECTION 6. | GENERAL PROCESS AND LEGAL INFORMATION | 23 |
| SEC. 6.01 | INFORMAL DEBRIEFING | 23 |

| | | |
|-------------------|---|-----------|
| SEC. 6.02 | ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES | 23 |
| SEC. 6.03 | SITE INSPECTION | 24 |
| SEC. 6.04 | CLARIFICATION OF OFFERS | 24 |
| SEC. 6.05 | DISCUSSIONS WITH OFFERORS | 24 |
| SEC. 6.06 | EVALUATION OF PROPOSALS | 25 |
| SEC. 6.07 | CONTRACT NEGOTIATION | 25 |
| SEC. 6.08 | FAILURE TO NEGOTIATE | 25 |
| SEC. 6.09 | OFFEROR NOTIFICATION OF SELECTION | 25 |
| SEC. 6.10 | PROTEST | 26 |
| SEC. 6.11 | STANDARD CONTRACT PROVISIONS | 26 |
| SEC. 6.12 | QUALIFIED OFFERORS | 27 |
| SEC. 6.13 | PROPOSAL AS PART OF THE CONTRACT | 27 |
| SEC. 6.14 | ADDITIONAL TERMS AND CONDITIONS | 27 |
| SEC. 6.15 | HUMAN TRAFFICKING | 27 |
| SEC. 6.16 | RIGHT OF REJECTION | 27 |
| SEC. 6.17 | STATE NOT RESPONSIBLE FOR PREPARATION COSTS | 28 |
| SEC. 6.18 | DISCLOSURE OF PROPOSAL CONTENTS | 28 |
| SEC. 6.19 | ASSIGNMENT | 28 |
| SEC. 6.20 | FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)..... | 28 |
| SEC. 6.21 | DISPUTES | 29 |
| SEC. 6.22 | SEVERABILITY | 29 |
| SEC. 6.23 | SUPPLEMENTAL TERMS AND CONDITIONS | 29 |
| SEC. 6.24 | SOLICITATION ADVERTISING | 29 |
| SEC. 6.25 | FEDERALLY IMPOSED TARIFFS | 29 |
| SECTION 7. | ATTACHMENTS | 31 |
| SEC. 7.01 | ATTACHMENTS | 31 |

SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Department of Transportation & Public Facilities (DOT&PF) is requesting proposals to result in a single contract award for a professional services provider with experience delivering high quality culinary training programs, both for entry level stewards and existing galley crew. This in-person culinary training will be delivered onboard Alaska Marine Highway System (AMHS) vessels, mainly at the AMHS hotel/training vessel located in Ketchikan, Alaska, as well as vessels on the run, on a monthly schedule, coinciding with new hire orientations and crew changes when possible.

The training will focus on kitchen basics, cooking skills, plating, portioning, cost control, and waste prevention. There will be two versions: one for new and recent hires, who will receive a culinary training certificate at the level of a line or prep cook, and another for crew members with existing cooking experience, who will receive a cook certificate. These certificates will align with the existing cooking position levels.

SEC. 1.02 BUDGET

Proposals priced at more than \$1,000,000.00 will be considered non-responsive. This project is funded by State funding.

Payment for the contract is subject to funds already appropriated and identified.

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than 2:00 PM prevailing Alaska Standard Time on November 3, 2025, as indicated by postmark or email timestamp and late proposals will not be considered.

SEC. 1.04 PRIOR EXPERIENCE

For offers to be considered responsive, offeror's firm must meet these minimum prior experience requirements:

- A minimum of five (5) years of experience providing culinary art programs as an educational institution with accreditation from American Culinary Federation (ACF) or nationally recognized equivalent for culinary arts education.

These minimum prior experience requirements will be demonstrated by submission of resumes and Attachment #12 Demonstration of Required Minimum Prior Experience Form with their proposal.

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: Chris Hunt
EMAIL: chris.hunt@alaska.gov

PHONE: 907-465-8448
FAX: 907-465-3124

SEC. 1.07 RETURN INSTRUCTIONS

If submitting a hard copy proposal, Offerors must submit one hard copy of their proposal to the Procurement Officer in a sealed package. The cost proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified. The sealed proposal package(s) must be addressed as follows:

Faxed or oral proposals **will not be accepted.**

The sealed proposal package(s) must be addressed and mailed as follows:

Department of Transportation & Public Facilities
Statewide Contracting and Procurement
Attention: Chris Hunt
Request for Proposal (RFP) Number: 2526S014
RFP Title: Culinary Training For Vessel Crew

PO Box 112500
3132 Channel Drive, Room 350
Juneau, Alaska 99811-2500

If using a **delivery service**, please use the following address:

Department of Transportation & Public Facilities
Attention: Chris Hunt
3132 Channel Drive, Room 350
Juneau, Alaska 99801

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

Please take into consideration that due to weather, scheduling, and location there is no overnight delivery service to Juneau, Alaska.

Electronic Submission:

If submitting a proposal via email, the technical proposal and cost proposal must be saved as separate PDF documents and emailed to dotstatewideprocurement@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 **15 mb (megabytes)**. If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 15 megabytes and each email must comply with the requirements described above.

Please note that email transmission is not instantaneous. Similar to sending a hard copy proposal, if you are emailing your proposal, the state recommends sending it 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 (907) 465-8447 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 | | October 13, 2025 |
| Deadline for Receipt of Proposals / Proposal Due Date | 2:00 PM AST | November 3, 2025 |
| Proposal Evaluations Complete | | November 14, 2025 |
| Notice of Intent to Award | | November 14, 2025 |
| Contract Issued | | November 25, 2026 |

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 Transportation & Public Facilities, or the Commissioner's designee. Upon written notice to the contractor, the state may set a different starting date

for the contract. The state will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

SEC. 1.12 ALTERNATE PROPOSALS

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

SEC. 1.13 NEWS RELEASES

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

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

AMHS is suffering from a deficiency of skills and experience in the galley, caused by crew shortage and loss of experienced crew who can provide on the job training. In another word, AMHS is not able to provide on-the-job training in a standardized and consistent manner. We need a professional culinary art institution to help us with training and re-training our galley crew.

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

The contractor shall provide a customized culinary training program for AMHS galley crew that can be used to standardize our food service quality across the fleet.

The contractor will work with the project manager to assess the existing cooking skills and develop a customized culinary training program for our galley crew and new stewards.

The contractor will deliver in-person customized culinary training to all new and existing AMHS galley crew in a consistent and efficient manner.

This project will have two sub objectives. First objective is to train new hires with basic cooking skills that they will need at the entry level. The second objective is to standardize the existing cooking skills in the fleet. Culinary training for entry level stewards can be provided following their new hire orientation that takes place monthly. Such training will be at least 1 week and provided onboard our hotel ship. Online training prior to the one class can be utilized to get the new hires more familiar with the classroom training and associated tests. Training onboard the running vessels will require a traveling executive chef, who is tasked with assessing the existing cooking skills on the vessels, menu and recipes, and come up with a fleetwide culinary training program that will deliver a more standard and equalized skill level on the fleet. Additional customization may be required.

Travel Requirements. Training will be delivered in-person onboard Alaska Marine Highway System (AMHS) vessels, mainly at the AMHS hotel/training vessel located in Ketchikan, Alaska, as well as vessels on the run, on a monthly schedule, coinciding with new hire orientations and crew changes when possible.

AMHS will provide lodging and meals for the contractor while the in-person culinary training is provided.

SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the initial contract term will be from approximately February 1, 2026, one year until completion, approximately January 31, 2027. This contract contains four (4) one (1) year options to renew, at the sole discretion of the State.

Unless otherwise provided in this RFP, the State and the successful offeror/contractor agree: (1) that any extension of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) the Procurement Officer will provide 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. 3.03 DELIVERABLES

Within five (5) months of contract award, and prior to the launch of the culinary program, the contractor will provide the State following items for review and approval. If revisions are needed, the Project Manager will work with the contractor.

- **Training Curriculum:** A detailed curriculum outlining the topics to be covered, such as kitchen basics, cooking skills, plating, portioning, cost control, and waste management. This curriculum should be tailored to different levels of experience, from new hires to experienced crew members.
- **Training Materials:** Comprehensive training materials, including manuals and cookbook(s), to support the curriculum. These materials should be accessible to all participants and cover both theoretical and practical aspects of culinary training.
- **Assessment Tools:** Tools to assess the progress and competency of participants, such as quizzes, practical exams, and performance evaluations. These tools will help ensure that participants are meeting the required standards and gain the necessary skills.
- **Certification:** Certificates for participants who successfully complete the training. There should be different certificates for different levels of experience, such as a culinary training certificate for new hires and a cook certificate for experienced crew members. Individual certificates of completion are due to the project manager no later than 30 after the completion of the training.
- **Feedback Mechanism:** A system for collecting feedback from participants to continuously improve the training program. This could include surveys, suggestion boxes, and regular check-ins with participants.
- **Trainer Guides:** Written guidance for trainers to ensure consistency in the delivery of the training program. These guides should include lesson plans, tips for effective training, and troubleshooting advice.
- **Culinary Trainers:** Culinary trainers shall have a minimum of five (5) years of experience teaching culinary art programs at an accredited educational institution, with accreditation from ACF (American Culinary Federation) or nationally recognized equivalent for culinary art education, to provide the customized culinary training as outlined in the Scope of Work and Deliverables.
- **Training Schedule:** A detailed schedule outlining the timing and duration of each in-person training session. This schedule should be flexible to accommodate the needs of different participants and ensure that all crew members receive the necessary training.
- **Progress Reports:** Regular reports on the progress of the training program, including participant performance, feedback, and any issues encountered. These reports should be shared with relevant stakeholders to keep them informed and engaged.

SEC. 3.04 CONTRACT TYPE

This contract is a fixed price contract.

SEC. 3.05 PROPOSED PAYMENT PROCEDURES

The State will make monthly payments. 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. 3.06 INVOICING

Each monthly billing must consist of an invoice and project status report.

Billings will be submitted at the beginning of each month for work provided in the previous month.

No payment will be made until the invoice, project status reports have been reviewed and approved in writing by the project director.

SEC. 3.07 CONTRACT PAYMENT

No payment will be made until the contract is approved by the Commissioner of the Department of Transportation & Public Facilities 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. 3.08 LOCATION OF WORK

Training will be delivered onboard Alaska Marine Highway System (AMHS) vessels, mainly at the AMHS hotel/training vessel located in Ketchikan, Alaska, as well as vessels on the run, on a monthly schedule.

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. 3.09 THIRD-PARTY SERVICE PROVIDERS

The contractor must provide, on an annual basis, a Type 2 Statement on Standards for Attestation Engagements (SSAE) SOC 1, SOC 2, or SOC 3 report(s). Failure to provide these reports may be treated as a material breach and may be a basis for a finding of default.

SEC. 3.10 SUBCONTRACTORS

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

Subcontractor experience shall be considered in determining whether the offeror meets the requirements set forth in Sec. 1.04 Prior Experience.

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

- complete name of the subcontractor;
- complete address of the subcontractor;
- type of work the subcontractor will be performing;
- percentage of work the subcontractor will be providing;
- evidence that the subcontractor holds a valid Alaska business license;

If a subcontractor on the list did not have a valid Alaska business license at the close of the RFP, the Offeror may not use the subcontractor in the performance of the contract and shall replace the subcontractor with a subcontractor who had a valid Alaska business license at the close of the RFP.

- a written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

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

Note that if the subcontractor will not be performing work within Alaska, they will not be required to hold an Alaska business license.

SEC. 3.11 JOINT VENTURES

Joint ventures are acceptable. If submitting a proposal as a joint venture, the offeror must submit a copy of the joint venture agreement which identifies the principals involved and their rights and responsibilities regarding performance and payment.

SEC. 3.12 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. 3.13 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. 3.14 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. 3.15 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. 3.16 LIQUIDATED DAMAGES

The State will include liquidated damages in this contract to assure its timely completion. The total amount of actual damages will be difficult to determine. For the purposes of this contract, the state has set the rate of liquidated damages at \$150 per day. This amount is based on a reasonable estimate of the costs associated with delays, including administrative expenses, additional oversight, and potential impacts on project scheduling. The rate reflects a fair compensation proportionate to the estimated contract value, avoiding any punitive measures. If the contractor is in breach of contract, resulting in actual damages to the State, the State will collect liquidated damages for compensation.

SEC. 3.17 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 DOT&PF or the Commissioner's designee.

SEC. 3.18 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. 3.19 INDEMNIFICATION

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

SEC. 3.20 INSURANCE REQUIREMENTS

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall

be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

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.

SEC. 3.21 TERMINATION FOR DEFAULT

- a. If the AIAS 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 4. PROPOSAL FORMAT AND CONTENT

SEC. 4.01 RFP SUBMITTAL FORMS

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

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. 4.02 SPECIAL FORMATTING REQUIREMENTS

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

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

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

| Submittal Form | Maximum Page Limits |
|--|---------------------|
| Submittal Form A – Offeror Information and Certifications | |
| Submittal Form B – Experience and Qualifications | 10 |
| Submittal Form C – Understanding of the Project | 10 |
| Submittal Form D – Methodology Used for the Project | 20 |
| Submittal Form E – Management Plan for the Project | 30 |
| Submittal Form F – Subcontractors | |
| Submittal Form G – 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. 4.03 OFFEROR INFORMATION AND CERTIFICATIONS (SUBMITTAL FORM A)

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

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

- a) the laws of the State of Alaska;
- b) the applicable portion of the Federal Civil Rights Act of 1964;
- c) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- d) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- e) all terms and conditions set out in this RFP;
- f) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
- g) that the offers will remain open and valid for at least 90 days.

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

The Submittal Form also requests the following information:

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

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

SEC. 4.04 EXPERIENCE AND QUALIFICATIONS (SUBMITTAL FORM B)

Offerors must 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, including accreditations
- Attachment #12 Demonstration of Required Minimum Prior Experience Form.

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

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. Resumes must not exceed one (1) page in length.

Resumes included do not count against the 10 page limit for this evaluated criteria submittal, nor does Attachment #12 Demonstration of Required Minimum Prior Experience Form.

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

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project and the 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 4.02).

SEC. 4.06 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 4.02).

SEC. 4.07 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 offeror shall not disclose their costs in this Submittal Form. Submission forms shall not exceed the page limit (as described in Section 4.02).

SEC. 4.08 SUBCONTRACTORS (SUBMITTAL FORM F)

If using subcontractors, the offeror must complete and submit this Submittal Form.

SEC. 4.09 COST PROPOSAL (SUBMITTAL FORM G)

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.

SECTION 5. *EVALUATION CRITERIA AND CONTRACTOR SELECTION*

SEC. 5.01 SUMMARY OF EVALUATION PROCESS

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

- 1) Proposals will be assessed for overall responsiveness. Proposals deemed non-responsive will be eliminated from further consideration.
- 2) A proposal evaluation committee (PEC), made up of at least three state employees or public officials, will evaluate the technical portion of all responsive proposals.
- 3) The Submittal Forms, from each responsive proposal, will be sent to the PEC. No 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 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. 5.02 EVALUATION CRITERIA

Proposals will be evaluated based on their overall value to state, considering both cost and non-cost factors as described below. Note: An evaluation may not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the offeror.

| Overall Criteria | Weight |
|------------------|-----------|
| Responsiveness | Pass/Fail |

| Qualifications Criteria | | Weight |
|----------------------------------|--------------------|--------|
| Experience and Qualifications | (Submittal Form B) | 125 |
| Understanding of the Project | (Submittal Form C) | 125 |
| Methodology Used for the Project | (Submittal Form D) | 125 |
| Management Plan for the Project | (Submittal Form E) | 125 |
| Total | | 500 |

| Cost Criteria | Weight |
|---------------|------------------------|
| Cost Proposal | (Submittal Form F) 400 |

| | | |
|---|-------|---------------|
| | Total | 400 |
| Preference Criteria | | Weight |
| Alaska Offeror Preference (if applicable) | | 100 |
| | Total | 100 |

TOTAL EVALUATION POINTS AVAILABLE: 1000

SEC. 5.03 SCORING METHOD AND CALCULATION

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

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

Offeror Total Score

x Max Points = Points Awarded

Highest Total Score Possible

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)

x Max Points (100) = Points Awarded (75)

Highest Total Score Possible (40)

Offeror 2 was awarded 50 points:

Offeror Total Score (20)

x Max Points (100) = Points Awarded (50)

Highest Total Score Possible (40)

Offeror 3 was awarded 100 points:

Offeror Total Score (40)

_____ x Max Points (100) = Points Awarded (100)

Highest Total Score Possible (40)

SEC. 5.04 EXPERIENCE AND QUALIFICATIONS (125 POINTS)

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?

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

SEC. 5.05 UNDERSTANDING OF THE PROJECT (125 POINTS)

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?

SEC. 5.06 METHODOLOGY USED FOR THE PROJECT (125 POINTS)

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. 5.07 MANAGEMENT PLAN FOR THE PROJECT (125 POINTS)

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. 5.08 CONTRACT COST (COST PROPOSAL) (400 POINTS)

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.

| | |
|------------|----------|
| 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. 5.09 ALASKA OFFEROR PREFERENCE (100 POINTS)

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 \times 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 6. GENERAL PROCESS AND LEGAL INFORMATION**SEC. 6.01 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. 6.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

Prior to the award of a contract, an offeror must hold a valid Alaska business license. Offerors should contact the **Department of Commerce, Community and Economic Development, Division of**

Corporations, Business, and Professional Licensing, PO Box 110806, Juneau, Alaska 99811-0806 for information on these licenses. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

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

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

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

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

SEC. 6.03 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. 6.04 CLARIFICATION OF OFFERS

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

SEC. 6.05 DISCUSSIONS WITH OFFERORS

The state may conduct discussions with offerors in accordance with AS 36.30.240 and 2 AAC 12.290. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the Procurement Officer. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the Procurement Officer. Discussions, if held, will be after initial evaluation of proposals by the Procurement Officer or the PEC. If modifications are made as a result of

these discussions, they will be put in writing. Following discussions, the Procurement Officer may set a time for best and final proposal submissions from those offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

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

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

SEC. 6.06 EVALUATION OF PROPOSALS

The Procurement Officer, or an evaluation committee made up of at least three state employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in **SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION**.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

SEC. 6.07 CONTRACT NEGOTIATION

After final evaluation, the Procurement Officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they will be conducted virtually via Microsoft Teams.

SEC. 6.08 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. 6.09 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. 6.10 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. 6.11 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign the state's Standard Agreement Form for Professional Services Contracts (form SAF.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. 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.

SEC. 6.12 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. 6.13 PROPOSAL AS PART OF THE CONTRACT

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

SEC. 6.14 ADDITIONAL TERMS AND CONDITIONS

The state reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

SEC. 6.15 HUMAN TRAFFICKING

By signature on their proposal, the offeror certifies that the offeror is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <https://www.state.gov/trafficking-in-persons-report/>

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

SEC. 6.16 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. 6.17 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

SEC. 6.18 DISCLOSURE OF PROPOSAL CONTENTS

All proposals and other material submitted become the property of the State of Alaska and may be returned only at the state's option. AS 40.25.110 requires public records to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, proposals will become public information.

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

SEC. 6.19 ASSIGNMENT

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

SEC. 6.20 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. 6.21 DISPUTES

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

SEC. 6.22 SEVERABILITY

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

SEC. 6.23 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with Section 6.16 Right of Rejection. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the state's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

If conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and

If the state's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

SEC. 6.24 SOLICITATION ADVERTISING

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

SEC. 6.25 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 contract price and shall take appropriate action as directed by the Procurement Officer.
- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but

later imposed on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:

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

SECTION 7. ATTACHMENTS

SEC. 7.01 ATTACHMENTS

1) Proposal Evaluation Form

Note: Attachments 2-8, Submittal Forms A-G are also provided electronically with the RFP posting.

2) Submittal Form A. Offeror Information and Certifications

3) Submittal Form B. Experience and Qualifications

4) Submittal Form C. Understanding of the Project

5) Submittal Form D. Methodology Used for the Project

6) Submittal Form E. Management Plan for the Project

7) Submittal Form F. Subcontractors

8) Submittal Form G. Cost Proposal

9) Standard Contract Form & Appendix A

10) Appendix B1 Indemnity and Insurance

11) Notice of Intent to Award (NOIA)

12) Demonstration of Required Minimum Prior Experience Form

ATTACHMENT #1 PROPOSAL EVALUATION FORM

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

Offeror Name: _____
 Evaluator Name: _____
 Date of Review: _____
 RFP Number: 2526S014

EVALUATION CRITERIA AND SCORING

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

5.04 Experience and Qualifications—125 Points

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?

NOTES: _____

- b) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?

NOTES: _____

- c) How extensive is the applicable education and experience of the personnel designated to work on the project?

NOTES: _____

2) *Questions regarding the firm and subcontractors (if included)*

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

NOTES: _____

- b) How successful is the general history of the firm regarding timely and successful completion of projects?

NOTES: _____

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

NOTES: _____

EVALUATOR'S POINT TOTAL FOR EVALUATED SECTION 5.04: _____

5.05 Understanding of the Project—125 Points**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?

NOTES: _____

- 2) How well has the offeror identified pertinent issues and potential problems related to the project?

NOTES: _____

- 3) To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?

NOTES: _____

- 4) Has the offeror demonstrated an understanding of the state's time schedule and can meet it?

NOTES: _____

EVALUATOR'S POINT TOTAL FOR EVALUATED SECTION 5.05: _____

5.06 Methodology Uses for the Project—125 Points**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?

NOTES: _____

- 2) How well does the methodology match and achieve the objectives set out in the RFP?

NOTES: _____

- 3) Does the methodology interface with the time schedule in the RFP?

NOTES: _____

_____**EVALUATOR'S POINT TOTAL FOR EVALUATED SECTION 5.06:** _____

5.07 Management Plan for the Project—125 Points**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? To what degree is the proposal practical and feasible?

NOTES: _____

- 2) How well is accountability completely and clearly defined?

NOTES: _____

- 3) Is the organization of the project team clear?

NOTES: _____

- 4) How well does the management plan illustrate the lines of authority and communication?

NOTES: _____

- 5) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?

NOTES: _____

- 6) Does it appear that the offeror can meet the schedule set out in the RFP?

NOTES: _____

- 7) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?

NOTES: _____

- 8) To what degree is the proposal practical and feasible?

NOTES: _____

9) To what extent has the offeror identified potential problems?

NOTES: _____

EVALUATOR'S POINT TOTAL FOR EVALUATED SECTION 5.07: _____

5.08 Contract Cost — 400 Points

Overall, a minimum of 40 percent of the total evaluation points will be assigned to cost.

Converting Cost to Points

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in SECTION 5.08.

5.09 Alaska Offerors Preference-100 Points

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.

SUBMITTAL FORM A – Offeror Information

Revised March 13, 2024

PROJECT INFORMATION

RFP NUMBER: 2526H014

PROJECT NAME: Culinary Training for Vessel Crew

OFFEROR INFORMATION

Company Name: _____

Address: _____

Tax ID: _____

Alaska Business

License #: _____

CONTACT INFORMATION

Provide contact information for the individual that can be contacted for clarification regarding this proposal:

Name _____

Title _____

Address _____

Email _____

Telephone _____

CRITICAL TEAM MEMBERS

Provide the names of all critical team members that will be assigned to this contract. Note: These individuals cannot be removed or replaced from this project, or their positions, unless approved in writing the project director or procurement officer.

Name of Position 1

Name of Position 2

Name of Position 3

Name of Position 4

ADDENDA ACKNOWLEDGEMENT

The offeror acknowledges receipt of the following amendments and has incorporated the requirements of such amendments into their proposal. Failure to identify and sign for all amendments may subject the offeror to disqualification. The offeror must list all amendments (by number), then initial and date to confirm that you have received and incorporated them into your proposal (add more rows as necessary).

| Number | Initials & Date |
|--------|-----------------|
| | |
| | |
| | |

| Number | Initials & Date |
|--------|-----------------|
| | |
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| | |

| Number | Initials & Date |
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CERTIFICATIONS

| No | Criteria | Response* |
|----|---|--------------|
| 1 | The offeror is presently engaged in the business of providing the services & work required in this RFP. | True False |
| 2 | The offeror confirms that it has the financial strength to perform and maintain the services required under this RFP. | True False |
| 3 | The offeror accepts the terms and conditions set out in the RFP and agrees not to restrict the rights of the state. | True False |
| 4 | The offeror confirms that they can obtain and maintain all necessary insurance as required on this project. | True False |
| 5 | The offeror certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States. | True False |
| 6 | 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. | True False |
| 7 | Offeror complies with the American with Disabilities Act of 1990 and the regulations issued thereunder by the federal government. | True False |
| 8 | Offeror complies with the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government. | True False |
| 9 | Offeror complies with the applicable portion of the Federal Civil Rights Act of 1964. | True False |
| 10 | The offeror can provide (if requested) financial records for the organization for the past three years. | True False |
| 11 | The offeror has not had any contracts terminated by the State of Alaska (within the past five years). | True False |
| 12 | The offeror certifies that it is not currently debarred, suspended, proposed for debarment, or declared ineligible for award by any public or federal entity. | True False |
| 13 | The offeror certifies that they will not support or participate in a boycott of Israel. Failure to comply with this requirement may cause the state to reject the proposal as non-responsive or cancel the contract. | True False |
| 14 | The offeror certifies that they do not have any governmental or regulatory action against their organization that might have a bearing on their ability to provide services to the state. | True False |
| 15 | The offeror certifies, within the last five years, they have not been convicted or had judgment rendered against them for: fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, false statements, or tax evasion. | True False |
| 16 | The offeror does not have any judgments, claims, arbitrations or suits pending/outstanding against your company in which an adverse outcome would be material to the company. | True False |
| 17 | The offeror is not (now or in the past) been involved in bankruptcy or reorganized proceeding. | True False |
| 18 | Offeror certifies they comply with the laws of the State of Alaska. | True False |
| 19 | Offeror confirms their proposal will remain valid and open for at least 90 days. | True False |

* Failure to answer or answering "False" may be grounds for disqualification. For any "False" responses, provide clarification (up to 250 word maximum for each "False" clarification) below (**add rows as necessary**).

| Section | Clarification |
|---------|---------------|
| | |

CONFLICT OF INTEREST STATEMENT

Indicate below whether or not the firm or any individuals that will work 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 services to be provided by the offeror.

Does the offeror, or any individuals that will work on this contract, have a possible conflict of interest?

☐ Yes ☐ No

** Failure to answer may be grounds for disqualification.*

If “Yes”, please provide additional information regarding the nature of that conflict:

FEDERAL REQUIREMENTS

Indicate below all known federal requirements that apply to the proposal, proposal evaluation, or contract:

SIGNATURE

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

Printed Name _____

Title _____

Date _____

Signature _____

SUBMITTAL FORM B – Experience and Qualifications

SPECIAL REQUIREMENTS: This Submittal Form must not identify the offeror's proposed costs and must not exceed ten (10) pages (reference RFP section 4.02).

SUBMITTAL FORM C – Understanding of the Project

SPECIAL REQUIREMENTS: This Submittal Form must not identify the offeror's proposed costs and must not exceed ten (10) pages (reference RFP section 4.02).

SUBMITTAL FORM D – Methodology Used for the Project

SPECIAL REQUIREMENTS: This Submittal Form must not identify the offeror's proposed costs and must not exceed twenty (20) pages (reference RFP section 4.02).

SUBMITTAL FORM E – Management Plan for the Project

SPECIAL REQUIREMENTS: This Submittal Form must not identify the offeror's proposed costs and must not exceed thirty (30) pages (reference RFP section 4.02).

SUBMITTAL FORM F – Subcontractors

Please complete the below form if using subcontractors. During contract negotiation, the state may require a signed written statement from each subcontractor that clearly verifies the subcontractor is committed to performing the services required by the contract. Prior to contract award, the state will also require evidence that a subcontractor possesses a valid Alaska business license if they will be performing work within Alaska.

| Subcontractor Function | Subcontractor Name | Address | % of Work Performing |
|------------------------|--------------------|---------|----------------------|
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SUBMITTAL FORM G – Cost Proposal

This Cost Proposal must be submitted in response to this Request for Proposal. A failure to submit this Cost Proposal may result in the proposal submission being considered non-responsive, any changes to this cost proposal other than completion of cost for each Item and the Grand Total Cost may result in an offeror's proposal determined to be a conditioned and will be declared non-responsive and rejected. Offerors must complete and submit all portions of this cost proposal. Failure to do so may result in the proposal being declared non-responsive and rejected. Proposers shall include in the cost proposed for each item, all costs associated to complete each item, including but not limited to the administration, materials costs, overhead and profit. This Cost Proposal is for evaluation purposes. The State guarantees no minimum or maximum order.

| Item | Deliverable | Description | Unit of Measure | Estimated Quantity | Cost Per Unit of Measure | Extended Cost |
|------|-----------------------|--|-----------------|--------------------|--------------------------|---------------|
| 1 | Training Curriculum A | Custom curriculum covering kitchen basics, cooking skills, plating, portioning, cost control, and waste management; tailored for new hires | Each | 100 | \$ | \$ |
| 2 | Training Curriculum B | Custom curriculum covering kitchen basics, cooking skills, plating, portioning, cost control, and waste management; tailored for experienced crew. | Each | 150 | \$ | \$ |
| 3 | Training Materials | Manuals, cookbook(s), and other materials covering theory and practical skills. | Each | 250 | \$ | \$ |
| 4 | Assessment Tools | Quizzes, practical exams, and performance evaluations to measure competency. | Each | 250 | \$ | \$ |
| 5 | Certification | Certificates of completion (different for new hires vs. experienced crew), delivered within 30 days post-training. | Each | 250 | \$ | \$ |
| 6 | Feedback Mechanism | Surveys, suggestion boxes, and regular check-ins to collect participant feedback. | Each | 250 | \$ | \$ |
| 7 | Trainer Guides | Written lesson plans, training tips, and troubleshooting guidance for consistent program delivery. | Each | 2 | \$ | \$ |
| 8 | Culinary Trainer | Instructors with ≥5 years enterprise-level culinary training experience and ACS or state-equivalent accreditation. | Each | 1 | \$ | \$ |
| 9 | Training Schedule | Detailed, flexible schedule for in-person sessions. | Each | 1 | \$ | \$ |
| 10 | Progress Reports | Regular updates on participant performance, feedback, and program issues. | Each | 20 | \$ | \$ |

Grand Total Evaluated Cost \$_____

The following cost will not be evaluated for award, however, will be memorialized in the awarded contract.

| Item | Deliverable | Description | Unit of Measure | Estimated Quantity | Cost Per Unit of Measure | Extended Cost |
|------|-------------------------|---|-----------------|--------------------|--------------------------|---------------|
| 1 | Round-trip travel costs | Round-trip travel costs for one (1) culinary trainer. Costs are to be inclusive of all costs associated with round-trip travel for the culinary trainer to provide the customized culinary training as lined out in the RFP Section 3.01 Scope of Work and RFP Section 3.03 Deliverables. (Examples include but are not limited to round-trip airfare from the culinary trainer's origin to Ketchikan, Alaska, and back to origin, per diem, ground transportation (taxi, lyfy, Uber) meals and lodging while traveling to or from culinary trainer's origin location) | Each | 12 | \$ | \$ |

Grand Total Cost \$_____

Costs not evaluated for award

ATTACHMENT #9 STANDARD AGREEMENT FORM & APPENDIX A**STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES**

The parties' contract comprises this Standard Agreement 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 Service: 2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract. 2.2 Appendix B sets forth the liability and insurance provisions of this contract. 2.3 Appendix C sets forth the 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 Authority Number or the Agency Contract Number and send the billing to: | | | |
| 11. Department of ■ | | Attention: Division of ■ | |
| Mailing Address ■ | | Attention: ■ | |
| 12. CONTRACTOR | | 14. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal. | |
| Name of Firm ■ | | | |
| Signature of Authorized Representative ■ | | | |
| Date ■ | | | |
| Typed or Printed Name of Authorized Representative ■ | | | |
| Title ■ | | | |
| 13. CONTRACTING AGENCY | | Signature of Head of Contracting Agency or Designee | |
| Department/Division ■ | | Date ■ | |
| Signature of Project Director ■ | | Typed or Printed Name ■ | |
| Typed or Printed Name of Project Director ■ | | Title ■ | |
| Title ■ | | | |

NOTICE: This contract has no effect until signed by the head of contracting agency or designee.

**APPENDIX A
GENERAL PROVISIONS****Article 1. Definitions.**

- 1.1 In this contract and appendices, "Project Director" or "Agency Head" or "Procurement Officer " means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.
- 1.2 "State Contracting Agency" means the department for which this contract is to be performed and for which the Commissioner or Authorized Designee acted in signing this contract.

Article 2. Inspections and Reports.

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

Article 3. Disputes.

- 3.1 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 – 632.

Article 4. Equal Employment Opportunity.

- 4.1 The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.
- 4.2 The contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.
- 4.3 The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.
- 4.4 The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- 4.5 The contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- 4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7 Failure to perform under this article constitutes a material breach of contract.

Article 5. Termination.

- 5.1 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.
- 5.2 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.

Article 6. 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 Project Director and the Agency Head.

Article 7. No Additional Work or Material.

No claim for additional 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 Project Director and approved by the Agency Head.

Article 8. 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.

Article 9. 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.

Article 10. Ownership of Documents.

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the contractor. The contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. Nevertheless, if the contractor does mark such documents with a statement suggesting they are trademarked, copyrighted, or otherwise protected against the State's unencumbered use or distribution, the contractor agrees that this paragraph supersedes any such statement and renders it void. The contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Director, the contractor may retain copies of all the materials.

Article 11. 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.

Article 12. 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 seeks 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) limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

Article 13. Officials Not to Benefit.

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

Article 14. Covenant Against Contingent Fees.

The contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee except employees or agencies maintained by the contractor for the purpose of securing business. For the breach or violation of this warranty, the State may terminate this contract without liability or in its discretion deduct from the contract price or consideration the full amount of the commission, percentage, brokerage or contingent fee.

Article 15. 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.

Article 16. 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.

ATTACHMENT #10 APPENDIX B1 INDEMNITY AND INSURANCE

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.

ATTACHMENT #11 NOTICE OF INTENT TO AWARD (NOIA)

STATE OF ALASKA

Department of Transportation & Public Facilities
Division of Administration and Program Management



NOTICE OF INTENT TO AWARD A CONTRACT

THIS IS NOT AN ORDER

DATE ISSUED: TBD

RFP NUMBER: 2526S014

RFP SUBJECT: Culinary for Vessel Crew

PROCUREMENT OFFICER: Chris Hunt

SIGNATURE: _____

This is notice of the state's intent to award a contract. An offeror who wishes to protest this Notice of Intent must file the protest with the procurement officer within ten calendar days following the date of this notice. If the tenth day falls on a weekend or holiday, the last day of the protest period is the first working day following the tenth day. **The offeror identified below as being the most advantageous is instructed not to proceed until Contract Award or other form of notice to proceed is given by the procurement officer.** If the offeror proceeds prior to receiving a Contract Award or other form of notice to proceed, the offeror does so without a contract and at their own risk. AS 36.30.365.

LEGEND: @ = MOST ADVANTAGEOUS
YES = RESPONSIVE AND RESPONSIBLE OFFEROR
NO = NON-RESPONSIVE OR NON-RESPONSIBLE OFFEROR

| <u>Offeror</u> | <u>Responsive</u> | <u>Total Score</u> | <u>Most Advantageous</u> |
|----------------|-------------------|--------------------|--------------------------|
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SUMMARY

A contract shall be awarded as follows:

Company Name
Address
City, State Zip Code

The proposal submitted by Company has been deemed responsive and responsible and has been determined to be the most advantageous.

ATTACHMENT #12 DEMONSTRATION OF REQUIRED MINIMUM PRIOR EXPERIENCE FORM

In order for offers to be found responsive, offerors must provide evidence in writing that clearly demonstrates how that they meet these minimum prior experience requirements: Proposers may attach additional pages if necessary to answer the questions posed. If additional pages are added, please add continuation to proposer's response and the item number for the continuation to the header of the additional pages.

1. Provide a description of how your firm specifically meets the following requirement:

- a. A minimum of five (5) years of experience providing culinary art programs as an educational institution with accreditation from American Culinary Federation (ACF) or nationally recognized equivalent for culinary arts education.

Proposer's response to a. A minimum of five (5) years of experience providing culinary art programs as an educational institution with accreditation from American Culinary Federation (ACF) or nationally recognized equivalent for culinary arts education., item a above: