

STATE OF ALASKA INVITATION TO BID



KENAI PENINSULA YOUTH FACILITY MEAL SERVICE

ITB 200000002

AUGUST 13, 2019

THE STATE OF ALASKA, DEPARTMENT OF HEALTH & SOCIAL SERVICES, DIVISION OF JUVENILE JUSTICE, IS
SEEKING TO ESTABLISH A CONTRACT FOR MEAL SERVICE FOR THE KENAI PENINSULA YOUTH FACILITY

DEADLINE FOR RECEIPT OF BIDS: 2:00PM AKST OCTOBER 1, 2019

ISSUED BY:

DEPARTMENT OF HEALTH & SOCIAL SERVICES
DIVISION OF JUVENILE JUSTICE

PRIMARY CONTACT:

MATT MEIENBERG
PROCUREMENT SPECIALIST
MATT.MEIENBERG@ALASKA.GOV
(907) 465-5293

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 SUBSEQUENT AMENDMENTS. FAILURE TO CONTACT THE PROCUREMENT OFFICER MAY RESULT IN THE REJECTION OF YOUR OFFER.

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SECTION I - INTENT OF CONTRACT

1. **CONTRACT INTENT:** This Invitation to Bid (ITB) is intended to establish a one (1) year contract with the option of three (3) one-year renewals to provide meals at the Kenai Youth Facility (KPYF) located in Kenai, Alaska.
2. **CONTRACT PERIOD:** The contract period shall begin **October 15, 2019 and ends October 14, 2020**, with the option to renew for three (3) additional one-year terms under the same terms and conditions as the original contract. Renewals shall be exercised at the sole discretion of the State.

SECTION II – INSTRUCTIONS TO BIDDERS

1. **INVITATION TO BID (ITB) REVIEW:** Bidders shall carefully review this ITB for defects and questionable or objectionable material. Bidder's comments concerning defects and questionable or objectionable material in the ITB must be made in writing and received by the purchasing authority at least ten (10) days before the bid opening date. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective bid, upon which award cannot be made, and the resultant exposure of bidders' prices. Bidders' original comments should be sent to the purchasing authority listed on the front of this ITB.
2. **BID FORMS:** Bidders shall use this and attached forms in submitting bids. A photocopied bid may be submitted.
3. **SUBMITTING BIDS:** Bids may be submitted one of two ways:

Mail: Envelopes containing bids must be sealed, marked, and addressed as shown in the example below. Do not put the ITB number and opening date on the envelope of a request for bid information. Envelopes with ITB numbers annotated on the outside will not be opened until the scheduled date and time.

Department of Health & Social Services
Division of Juvenile Justice
Attention: Matt Meienberg
Invitation to Bid (ITB) Number: 200000002
ITB Title: Kenai Peninsula Youth Facility Meal Services

If using **U.S. mail**, please use the following address: PO Box 11650, Juneau, AK 99811-0650

If using a **delivery service**, use the following address: 333 Willoughby Ave, STE 760 Juneau, AK 99801. **NOTE:** There is no overnight delivery service to Alaska.

Email: The preferred method of response submission to this solicitation is via email, sent to the following address:

hss.procurement.proposal@alaska.gov.

The email submission must contain the ITB number in the subject line. In the body of the email, please indicate the Procurement Specialist's name, the Bidder's name, the number of attachments, and the names of the attachments being submitted.

When submitting a bid response via email, clearly label PDF documents, such as "Vendor A – bid response.pdf" (Vendor A is the name of the Bidder). The maximum size of a single email (including all text and attachments) that can be received by the State is 20mb (megabytes). If the email containing the bid exceeds this size, the bid must be sent in multiple emails that are each less than 20 megabytes; each email must comply with the requirements above. Please also include an indication of multiple email submissions (1 of 2, 2 of 2, etc.).

It is the Bidder's responsibility to ensure that the issuing agency has received the bid in full, prior to the deadline. The Procurement Specialist will respond to the email to confirm receipt. If you do not receive a confirmation, it is your responsibility to contact the Procurement Specialist to confirm. The State is not responsible for lost, unreadable, or corrupt emails, or missing attachments.

A Bidder's failure to submit its bid prior to the deadline will cause the bid to be disqualified. Late bids or amendments will not be opened or accepted for evaluation.

4. **LATE BIDS:** Late bids are bids received after the time and date set for receipt of the bids. Late bids will not be accepted.
5. **BIDDERS WITH DISABILITIES:** Bidders with a disability may receive accommodation regarding the means of communicating this ITB or participating in the procurement process. For more information, contact the procurement Specialist no later than ten days prior to the deadline of the receipt of bids.
6. **COMPLIANCE WITH ADA:** By signature of their bid the bidder certifies that they comply with the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government.

Services or activities furnished to the public on behalf of the state must be fully accessible. This is intended to ensure that agencies are in accordance with 28 CFR Part 35 Section 35.130 and that services, programs or activities furnished to the public through a contract do not subject qualified individuals with a disability to discrimination based on the disability.

7. **BID SUBMITTAL:** To be considered responsive, the Bidder must return and adhere to the following:
 - a. Section VIII - Bid Schedule
 - b. Section IX - Federal requirements signed;
 - c. Attachment A – Federal Food Management Company Contract Checklist
 - d. The laws of the State of Alaska;

- e. Federal requirements detailed under 7CFR 210 – National School Lunch Program;
- f. Product or service offered must meet the specifications as described in this ITB;
- g. A copy of the company's current Alaska business license;
- h. Return any amendments that request the amendment be signed by the bidder and returned with the bid;
- i. All terms and conditions set out in this ITB;
- j. The applicable portion of the Federal Civil Rights Act of 1964; and
- k. The Equal Employment Opportunity Act and the regulations issued thereunder by the State and Federal Government.

SECTION III – CONTRACT INFORMATION

1. **CONTRACT EXTENSION:** Unless otherwise provided in this ITB, the State and the successful bidder/contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.
2. **CONTRACT CANCELLATION:** The state reserves the right to cancel the contract at its convenience upon 30 calendar day's written notice to the contractor. The state is liable only for payment in accordance with the payment provisions of this contract for services or supplies provided before the effective date of termination.
3. **TERMINATION:** The State reserves the sole right to terminate the contract in whole or in part in the event of the Contractor's failure to perform in accordance with the provisions of any resultant contract. Failure to comply with any or all of the specifications may result in immediate termination of the contract in its entirety.
4. **CONTRACT EXTENSION:** Unless otherwise provided in this ITB, the State and the successful bidder/contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least 30 days before the desired date of cancellation.
5. **METHOD OF AWARD:** Award will be made to the lowest responsive and responsible bidder. In order to be considered responsive, bidders must bid on all items.
6. **F.O.B. POINT:** The F.O.B. point for all items purchased under this contract is the final destination anywhere within the State of Alaska. Ownership of and title to the ordered items remains with the contractor until the items have been delivered to their final destination and are accepted by the state.
7. **ESTIMATED QUANTITIES:** The services referenced in this ITB are the State's estimated requirements and may not include all services. The State does not guarantee any minimum or maximum amount of services to be performed. However, the Contractor shall perform all services as required by the State.
8. **BILLING INSTRUCTIONS:** The state will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the progress report and invoice has been approved by the project director.

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

SECTION IV – TERMS & CONDITIONS

1. **AUTHORITY:** This ITB is written in accordance with AS 36.30 and 2 AAC 12.
2. **COMPLIANCE:** In the performance of a contract that results from this ITB, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws; be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and borough taxes.
3. **INTENDED USE:** Except to the extent the State relies on representations made by the vendor, the State of Alaska agrees, with respect to the machines and programming, to accept responsibility for (1) their selection to achieve the State's intended results, (2) their use, and (3) the results obtained therefrom.
4. **CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:** Contractor shall be liable for damages arising out of injury to persons and/or damage to the real or tangible personal property before or after acceptance, delivery, installation and use of the equipment either at the contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the contractor or defect of the equipment. Contractor shall not be liable for damages arising out of, or caused by, alterations to the equipment (other than alterations performed or caused by contractor's Specialists, employees or agents); attachments made by the State; damages to said alterations or attachments that may result from the normal operation and maintenance of contractor's equipment, or for losses occasioned by the State's fault or negligence. Nothing in this contract shall limit the contractor's direct liability, if any, to third parties and employees of the State for any remedy which may exist under law in the event a defect in the manufacture of the equipment, or the negligent acts or omissions of contractor, its Specialists, employees, or agents, is the cause of injury to such person.
5. **GENERAL:** The State certifies that it is purchasing this equipment for its own use and not for remarketing, and will not assign the on-order equipment to any party other than the contractor or contractor's affiliate without written consent of the contractor, which shall not be unreasonably withheld. The State reserves the right to sign any agreement which is deemed to be beneficial to the State. The State's ITB, the contractor's response, and the resulting Contract Award will be the complete and exclusive statement of the agreement between the parties, superseding all Bids or prior agreements, oral or written, and all other communication between the parties relating to the subject matter hereof.
6. **FIRM OFFER:** For the purpose of award, offers made in accordance with this ITB must be good and firm for a period of ninety (90) days from the date of bid opening.
7. **EXTENSION OF PRICES:** In case of error in the extension of prices in the bid, the unit prices will govern; in a lot bid, the low prices will govern.
8. **ALTERATIONS:** The contractor must obtain the written approval from the contracting Specialist prior to making any alterations to the specifications contained in this ITB. The state will not pay for alterations that are not approved in advance and in writing by the contracting Specialist.
9. **INSPECTION:** Equipment for lease may be subject to inspection and approval by the state prior to the award of the ITB. The equipment and attachments must be in good repair and capable of performing the work for which they were designed.

10. **BID PREPARATION COST:** The State is not liable for any costs incurred by the bidder in bid preparation.
11. **CONFLICT OF INTEREST:** An Specialist or employee of the State of Alaska may not seek to acquire, be a party to, or possess a financial interest in, this contract if (1) the Specialist or employee is an employee of the administrative unit that supervises the award of this contract; or (2) the Specialist or employee has the power to take or withhold official action so as to affect the award or execution of the contract.
12. **ASSIGNMENT(S):** Assignment of rights, duties, or payments under a contract resulting from this ITB is not permitted unless authorized in writing by the procurement Specialist of the contracting agency. Bids that are conditioned upon the State's approval of an assignment will be rejected as nonresponsive.
13. **SUBCONTRACTOR(S):** Within five (5) working days of notice from the state, the apparent low bidder must submit a list of the subcontractors that will be used in the performance of the contract. The list must include the name of each subcontractor and the location of the place of business for each subcontractor and evidence of each subcontractor's valid Alaska business license.
14. **FORCE MAJEURE** (Impossibility to perform): The parties to a contract resulting from this ITB 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 ITB, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.
15. **DEFAULT:** In case of default by the contractor, for any reason whatsoever, the State of Alaska may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.
16. **DISPUTES:** If a contractor has a claim arising in connection with a contract resulting from this ITB that it cannot resolve with the State by mutual agreement, it shall pursue a claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.
17. **FILING A PROTEST:** A bidder may protest the award of a contract or the proposed award of a contract for supplies, services, or professional services. The protest must be filed in writing and include the following information: (1) the name, address, and telephone number of the protester; (2) the signature of the protester or the protester's representative; (3) identification of the contracting agency and the solicitation or contract at issue; (4) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and (5) the form of relief requested. Protests will be treated in accordance with Alaska Statutes (AS) 36.30.560-36.30.610.
18. **CONSUMER ELECTRICAL PRODUCT:** AS 45.45.910 requires that "...a person may not sell, offer to sell, or otherwise transfer in the course of the person's business a consumer electrical product that is manufactured after August 14, 1990, unless the product is clearly marked as being listed by an approved third party certification program." Electrical consumer products manufactured before August 14, 1990, must either be clearly marked as being third party certified or be marked with a warning label that complies with AS 45.45.910(e). Even exempted electrical products must be marked with the warning label. By signature on this bid the bidder certifies that the product offered is in compliance with the law. A list of approved third party certifiers, warning labels and additional information is

available from: Department of Labor and Workforce Development, Labor Standards & Safety Division, Mechanical Inspection Section, P.O. Box 107020, Anchorage, Alaska 99510-7020, (907)269-4925.

19. **SEVERABILITY:** If any provision of the contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.
20. **GOVERNING LAW; FORUM SELECTION:** A contract resulting from this ITB is governed by the laws of the State of Alaska. To the extent not otherwise governed by section 17 of these Standard Terms and Conditions, any claim concerning the contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.
21. **NOTICE OF INTENT TO AWARD:** After the responses to this ITB have been opened and evaluated, a tabulation of the bids will be prepared. This tabulation, called a Notice of Intent to Award, serves two purposes. It lists the name of each company or person that offered a bid and the price they bid. It also provides notice of the state's intent to award a contract(s) to the bidder(s) indicated. A copy of the Notice of Intent will be mailed to each company or person who responded to the ITB. Bidders identified as the apparent low responsive bidders are instructed not to proceed until a Purchase Order, Contract Award, Lease, or some other form of written notice is given by the contracting Specialist. A company or person who proceeds prior to receiving a Purchase Order, Contract Award, Lease, or some other form of written notice from the contracting Specialist does so without a contract and at their own risk.
22. **WORKMANSHIP & MATERIALS:** All work must be performed in a thorough and workmanlike manner and in accordance with current industry practices. The contractor will be held responsible for the quality of the service, maintenance and inspections. Service, maintenance and inspections that are improperly done will be done over, by the contractor, at the contractor's risk and expense.
23. **LIABILITY:** The Contractor shall agree to repair, to the State's satisfaction, or replace with like items, without additional cost to the State, any State-owned article which becomes damaged, lost, stolen, or destroyed while in the Contractor's care.
24. **ANNOTATED LITERATURE:** Bidders must annotate their product literature to identify for the state the location of the supporting information regarding each product specification set out in this ITB. A bidder's failure to comply with this clause, within the time set by the state, will cause the state to consider the offer non-responsive and reject the bid.
25. **SUPPORTING INFORMATION:** The state strongly desires that bidders submit all required technical, specification, and other supporting information with their bid, so that a detailed analysis and determination can be made by the contracting Specialist that the product offered meets the ITB specifications and that other requirements of the ITB have been met. However, provided a bid meets the requirements for a definite, firm, unqualified, and unconditional offer, the state reserves the right to request supplemental information from the bidder, after the bids have been opened, to ensure that the products offered completely meet the ITB requirements. The requirement for such supplemental information will be at the reasonable discretion of the state and may include the requirement that a bidder will provide a sample product(s) so that the state can make a first-hand examination and determination.

A bidder's failure to provide this supplemental information or the product sample(s), within the time set by the state, will cause the state to consider the offer non-responsive and reject the bid.
26. **FIRM, UNQUALIFIED AND UNCONDITIONAL OFFER:** Bidders must provide enough information with their bid to constitute a definite, firm, unqualified and unconditional offer. To be responsive a bid must constitute a definite, firm, unqualified and unconditional offer to meet all of the material terms of the ITB. Material terms are those that could

affect the price, quantity, quality, or delivery. Also included as material terms are those which are clearly identified in the ITB and which, for reasons of policy, must be complied with at risk of bid rejection for non-responsiveness.

27. **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 (i) 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 (ii) 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).

28. **ORDER DOCUMENTS:** Except as specifically allowed under this ITB, an ordering agency will not sign any vendor contract. The State is not bound by a vendor contract signed by a person who is not specifically authorized to sign for the State under this ITB. The State of Alaska Purchase Order, Contract Award and Delivery Order are the only order documents that may be used to place orders against the contract(s) resulting from this ITB.
29. **VENDOR TAX ID NUMBER:** If goods or services procured through this ITB are of a type that is required to be included on a Miscellaneous Tax Statement, as described in the Internal Revenue Code, a valid tax identification number must be provided to the State of Alaska before payment will be made.
30. **CONTINUING OBLIGATION OF CONTRACTOR:** Notwithstanding the expiration date of a contract resulting from this ITB, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.
31. **PRICES:** The bidder shall state prices in the units of issue on this ITB. Prices quoted for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices quoted for services must be quoted in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost. Prices quoted in bids must be exclusive of federal, state, and local taxes. If the bidder believes that certain taxes are payable by the State, the bidder may list such taxes separately, directly below the bid price for the affected item. The State is exempt from Federal Excise Tax except the following:
- Coal - Internal Revenue Code of 1986 (IRC), Section 4121 - on the purchase of coal;
 - "Gas Guzzler" - IRC, Section 4064 - on the purchase of low m.p.g. automobiles, except that police and other emergency type vehicles are not subject to the tax;
 - Air Cargo - IRC, Section 4271 - on the purchase of property transportation services by air;
 - Air Passenger - IRC, Section 4261 - on the purchase of passenger transportation services by air charter.

- Leaking Underground Storage Tank Trust Fund Tax (LUST) - IRC, Section 4081 - on the purchase of Aviation gasoline, Diesel Fuel, Gasoline, and Kerosene.
8. **PREFERENCE QUALIFICATION:** In order to qualify for an Alaska Veterans Preference, Employment Program Preference, or Alaskans with Disabilities Preference, a bidder must add value by actually performing, controlling, managing, and supervising the services provided, or a bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.
9. **CONTRACT PERFORMANCE LOCATION:** By signature on their bid, the bidder certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States.

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

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 bid as non-responsive, or cancel the contract.

10. **HUMAN TRAFFICKING:** By signature on their bid, the bidder certifies that the bidder 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: <http://www.state.gov/g/tip/>

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

SECTION V – PREFERENCES

1. **ALASKA BIDDER PREFERENCE:** Award will be made to the lowest responsive and responsible bidder after an Alaska bidder preference of five percent (5%) has been applied. The preference will be given to a person who: (1) holds a current Alaska business license at the time designated in the invitation to bid for bid opening; (2) submits a bid for goods or services under the name on the Alaska business license; (3) has maintained a place of business within the state staffed by the bidder, or an employee of the bidder, for a period of six months immediately preceding the date of the bid; (4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and, (5) if a joint venture, is composed entirely of ventures that qualify under (1) - (4) of this subsection. AS 36.30.170, AS 36.30.321(a) and AS 36.30.990(2)
2. **ALASKA VETERAN PREFERENCE:** If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990(2) and is a qualifying entity as defined in AS 36.30.321(f), they will be awarded an Alaska veteran preference of five percent (5%). The preference will be given to a (1) sole proprietorship owned by an Alaska veteran; (2) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans; (3) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or (4) corporation

that is wholly owned by individuals and a majority of the individuals are Alaska veterans, and may not exceed \$5,000. The bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other governments, or the general public - AS 36.30.321(i).

3. **USE OF LOCAL FOREST PRODUCTS:** In a project financed by state money in which the use of timber, lumber and manufactured lumber is required, only timber, lumber and manufactured lumber products originating in this state from Alaska forests shall be used unless the use of those products has been determined to be impractical, in accordance with AS 36.15.010 and AS 36.30.322.
4. **LOCAL AGRICULTURAL AND FISHERIES PRODUCTS PREFERENCE:** When agricultural, dairy, timber, lumber, or fisheries products are purchased using state money, a seven percent (7%) preference shall be applied to the price of the products harvested in Alaska, or in the case of fisheries products, the products harvested or processed within the jurisdiction of Alaska, in accordance with AS 36.15.050.
5. **ALASKA PRODUCT PREFERENCE:** A bidder that designates the use of an Alaska Product which meets the requirements of the ITB specification and is designated as a Class I, Class II or Class III Alaska Product by the Department of Community & Economic Development shall receive a preference in the bid evaluation in accordance with AS 36.30.332 and 3 AAC 92.010.
6. **EMPLOYMENT PROGRAM PREFERENCE:** If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990(2), and is offering goods or services through an employment program as defined under 36.30.990(12), they will be awarded an Employment Program Preference of fifteen percent (15%) in accordance with AS 36.30.321(b).
7. **ALASKANS WITH DISABILITIES PREFERENCE:** If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990(2), and is a qualifying entity as defined in AS 36.30.321(d), they will be awarded an Alaskans with Disabilities Preference of ten percent (10%) in accordance with AS 36.30.321(d). A bidder may not receive both an Employment Program Preference and an Alaskans with Disabilities Preference.
8. **PREFERENCE QUALIFICATION LETTER:** Regarding preferences 6 and 7 above, the Division of Vocational Rehabilitation in the Department of Labor and Workforce Development maintains lists of Alaskan; [1] employment programs that qualify for preference, and [2] individuals who qualify for preference as Alaskan's with disabilities. In accordance with AS 36.30.321(i), in order to qualify for one of these preferences, a bidder must add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, a bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

As evidence of an individual's or a business' right to a certain preference, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the preferences 6 or 7 above, an individual or business must be on the appropriate Division of Vocational Rehabilitation list at the time the bid is opened, and must attach a copy of their certification letter to their bid. The bidder's failure to provide this certification letter with their bid will cause the State to disallow the preference.

SECTION VI – INSURANCE AND LICENSING REQUIREMENTS

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.

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 Specialist 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.

Proof of insurance is required for the following:

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

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

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 occurrence.

Failure to supply satisfactory proof of insurance within the time required will cause the state to declare the bidder non-responsible and to reject the bid.

3. **ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES:** Prior to the award of a contract, a bidder must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran and Alaskans with Disabilities Preference, a bidder must hold a valid Alaska business license at the time designated for bid opening. Bidders should contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing for information on these licenses.

Website: <https://www.commerce.alaska.gov/web/cbpl/ProfessionalLicensing.aspx>
Phone: (907) 465-2550
Email: license@alaska.gov

Acceptable evidence that the bidder possesses a valid Alaska business license may consist of any one of the following:

- (a) copy of an Alaska business license;
- (b) certification on the bid that the bidder has a valid Alaska business license and has included the license number in the bid (see front page);
- (c) a canceled check for the Alaska business license fee;
- (d) a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- (e) a sworn and notarized statement that the bidder has applied and paid for the Alaska business license.

You are not required to hold a valid Alaska business license at the time bids 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.

At the time designated for bid opening, all bidders must hold any other necessary applicable professional licenses required by Alaska Statute.

SECTION VII –SPECIFICATIONS

The Alaska Department of Health and Social Services, Division of Juvenile Justice is soliciting bids from qualified bidders to provide meals at the Kenai Peninsula Youth Facility (KPYF) located in Kenai. The contractor will provide three (3) meals per day to the residents and staff of the contract facility and one (1) snack per day for the residents not including the staff. The meals must include dietary foods as required by residents, as ordered by the facility nurse or physician or licenses primary health care provider.

The contractor must contact the KPYF for the meal count prior to each meal. Contact with the facility must be accomplished to allow sufficient time for the contractor to have adequate meal preparation and delivery time. This procedure should reduce and/or eliminate the chance of meal shortages. The contractor shall be responsible for delivery of meals daily to the facility 30 minutes prior to the start of the specified mealtime. Mealtime is 8:30 for breakfast during school days and 9:00 am during the weekend, 12:00 for lunch and 5:00 for dinner.

PRODUCT QUALITY: The contractor will be held responsible for the quality of the food. The State will reject any item that does not meet USDA rules detailed in 7CFR 210, incorporated by reference and below.

QUANTITIES: The quantities referenced in this ITB are sample representative lots and are only for the purpose of evaluation. Orders will be issued throughout the contract period on an as-needed basis. The number of meals required each day will vary. The following table illustrates the estimated number of each meal, including snacks, for each day. The numbers provided are estimates only.

The Department of Health and Social Services (DHSS), Division of Juvenile Justice (DJJ) does not guarantee minimum or maximum meals.

<u>Breakfast</u>	<u>Lunch</u>	<u>Dinner</u>	<u>Snacks</u>	<u>Total Meals</u>
10	10	10	10	40

All work must be performed in a thorough and workmanlike manner and in accordance with the USDA, State of Alaska and Federal compliance requirements below:

1. Provide or secure a location in which to prepare meals for the Residents of the Youth Facility. There will be no food preparation at the Youth Facility. The contractor will not have access to the Youth Facility and is responsible for all costs associated with securing a location. The food will be served at the Youth Facility by either the Residents or the Juvenile Justice staff on site. The contractor must ensure health certification of location and assure all state and local regulations are being met.
2. The contractor will provide the transportation and delivery of meals to the youth facility. The contractor will be liable for all damages or injuries caused by the negligent operation of any motor vehicle by the employees of the contractor.
3. The Vendor must maintain all records supported by invoices, receipts or other evidence the Purchaser may need to meet their responsibilities [7CFR 210.10 (a)(3),(b)]. Recipes, nutrition facts labels, and any necessary child nutrition (CN) labels or product specification sheets related to the menus served; Vendors must use standardized recipes. On a daily basis, an accurate count of the number of meals, by meal type, prepared for and delivered to the Purchaser. Meal count documentation must include the number of meals requested by the

Purchaser in writing.

4. A 28 day cycle menu is provided as Appendix B & C of this ITB. The 28 day cycle menu provided will be used by the contractor for the first twenty one (21) days of meal service provided to the youth facility. For information on recipes, following is a link to the USDA Food and Nutrition Services Resource Library.

http://teamnutrition.usda.gov/Resources/udsa_recipes.html

5. If, after the first twenty one (21) day period, the contractor would like to make a change to the menu, the new menu item and the reason for the change must be provided to the Facility Administrator or Designee for approval at least 48 hours in advance of the proposed change. Any changes must be developed in accordance with the USDA School Breakfast Program Regulations 7CFR 220, USDA National School Lunch Program Regulations 7CFR 210, USDA Donated Commodities Program Regulations 7CFR 250, and USDA After School Snack Program and meet or exceed the Recommended Daily Dietary Allowances (RDA) requirements. If approved, the menu change must be provided to the youth facility for posting in the kitchen. A copy of all approved menus and changes to the menus must be retained by the contractor for at least 30 days. Menu changes must take into consideration the food habits and preferences of the youth facility residents and must fit within the Daily Board Rate offered in response to this ITB.
6. The Purchaser must advise the Vendor of increases/decreases of required meals not later than one week prior to the effective date [7CFR 210.16].
7. A file of tested, standardized recipes designed specifically for the residents of the contract facility and adjusted to appropriate yield, must be used in preparation of all meals provided under this contract. Child Nutrition labels are required for foods items that don't have a standardized recipe. Recipes must make use of USDA donated commodities and must include an accurate listing and amount of ingredients for each food served. The recipe file must be maintained at the contractor's office and copies of the recipes must be provided to the state upon reasonable request.
8. The Vendor must have Federal, State or local health certification for the facility in which the meals are prepared for the Purchaser. The Vendor must insure that the health and sanitation requirements are met at all times [7CFR 210. 10(c)] and 7CFR210.16(c)(2)]. The Vendor shall provide the Purchaser with a copy of current health certifications for the food service facility in which it prepares meals for NSLP and a copy of the Certified Food Protection Manager certification for the staff, per State of Alaska Department of Environmental Conservation or Municipality of Anchorage regulations. The Vendor also agrees to notify the Purchaser of the results of any health inspection that is made during the duration of this Agreement.
9. Congregate meal times are indicated on the following table and must be accommodated by the contractor. At least three meals or their equivalent must be served daily, at regular times.

BREAKFAST	LUNCH	DINNER & EVENING SNACK
8:30 AM Weekday 9:00 AM Weekend	12:00 NOON	5:00 PM

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

- a. 1. Special diets may be diabetic or vegetarian meals, or may include modified diets due to allergies, pregnancies, or resident on suicide watch (foods that do not require eating utensils).
 - b. 2. Special, unusual, or complex diets are planned by the Food Service Manager and must meet the USDA requirements.
 - c. 3. Each special meal must be identified to ensure the appropriate resident receives their diet as ordered.
11. All traditional game foods that are served at a youth facility must meet or exceed the requirements described in Appendix One of this ITB.
12. Additional meals may also be required at the youth facility. The Facility Administrator or Designee at the contract location will file a special request with the contractor providing adequate time, prior to each meal if additional meals are required. The advanced notice time frame will be mutually agreed upon by both the Facility Administrator and the contractor upon the first use of this request.
13. The cost of meals provided to the Juvenile Justice Specialists shall be billed to the youth facility at the Single Meal Rate and must be identified on the monthly invoice as "Juvenile Justice Specialists".
14. For quality assurance purposes, meals to the Facility Administrators should be provided free of charge on a bi-monthly basis. The meals should be of the same quality, quantity and consistency as the meals served to the residents of the youth facility. A limited number of other free meals (no more than ten per year) will also be provided to the DJJ Directors and members of the Advisory Board.
15. The contractor is required to provide only the following minimum programs and special meals. Any special events other than those specified below will become the responsibility of the sponsor of the special event.
 - a. **Holidays:** Special traditional holiday meals will be served at the youth facility for Easter, Thanksgiving and Christmas. The cost of the special meals must be included in the price of the Single Meal Rate offered in response to this ITB. On Memorial Day, Independence Day and Labor Day, the meals served at the youth facility may consist of but not limited to; hamburgers, hot dogs, buns, chips, condiments, etc. For these holidays, the contractor may be requested to deliver a portion of the meals cooked and ready to serve as well as portions which are uncooked for preparation by youth facility staff and residents on an outdoor barbecue. The contractor will receive at least 24 hours advanced notice from the Facility Administrator or Designee of these special requests to allow for adequate preparation time.
 - b. **As required:** The contractor will provide box lunches to residents who will be off premises. Requests for box lunches must be submitted to the contractor in writing by the facility staff at least 24 hours in advance. Periodic special events planned by youth facility staff may be scheduled by the youth facility. Requests for meal preparation for these events will be submitted to the contractor at least 24 hours in advance to allow adequate preparation time.
16. The contractor is responsible for selecting storing, and managing USDA donated foods, procuring processed end products, paying processing fees or submitting refund requests, or remitting funds for the value of USDA donated foods in processed end products.
17. The Purchaser will not pay for meals that are delivered outside of the agreed upon delivery time, are spoiled, or unwholesome, at the time of delivery, or do not otherwise meet the meal requirements

contained in the contract [7CFR 210.16(c)(3)]. The Purchaser shall be responsible for informing the Vendor of its reason for determining that a meal is unacceptable in writing within forty-eight (48) hours.

18. Cycle Menu. For the purposes of this ITB, all FSMCs are required to use the 21-day cycle menu provided in Appendix B. Include a copy of a 21-day cycle menu developed in accordance with the meal pattern requirements specified in 210.16(b). This menu will be used as a basis for projecting costs. The FSMC must adhere to the FSMC developed menu for the first 21-days of meal service. The menu shall meet the requirements stated in Public Law 111-296, the Healthy, Hunger-Free Kids Act of 2010 (HHFKA). Changes thereafter may be made with the approval of the LEA. Any changes must equal or exceed the choice selection, quality, grades, and specifications contained in the original menu cycle.

The FSMC shall provide a reimbursable lunch and breakfast meal pattern which meets the nutrition standards stated in section 201 of the Healthy, Hunger-Free Kids Act of 2010 (Pub. L. 111-296, HHFKA) amended Section 4(b) of the NSLA, 42 USC 1753(b). Refer to Exhibit D titled "Nutrition Standards in the National School Lunch and School Breakfast Programs" for meal pattern requirements.

FSMC may not change or vary the menus after the first cycle menu for the NSLP, SBP, SFSP or the a la carte items without written approval of LEA. LEA shall approve the menus no later than two weeks prior to service. (Reference 7 CFR §210.16) Any changes or variances requested by FSMC for substitutions to LEA menu of lower quality food items shall be justified and documented in writing. FSMC must maintain documentation for substitutions and justification of lower quality food items for the records retention period that is applicable to food production records and shall make such documentation available to LEA, CNP and USDA for review upon request. (7 CFR 210.16(b)(1))

ALL menus must be certified by CNP prior to use and meet all USDA's Meal Pattern requirements. USDA Certification worksheets may be used if an LEA doesn't have their own nutrient analysis software, these worksheets may be submitted to CNP via email along with the menu that matches them. These worksheets may be located at: <http://www.fns.usda.gov/school-meals/certification-compliance>.

19. The contractor must use all other USDA donated foods, or will use commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the USDA donated foods.
20. The contractor must comply with the storage inventory requirements for USDA donated foods.
21. The Youth Facility may perform an onsite review of the food service operation, including the review of records, to ensure compliance with requirements for the management and use of USDA donated foods.
22. The Youth Facility shall ensure that the contractor complied with USDA donated food provisions before contract renewal.
 - a. Certification Regarding Lobbying. (7 CFR 3018, 7 CFR 3019 Appendix A (7)) A new certification is also required for each renewal period.
23. The contractor must ensure that its system of inventory management does not result in the Youth Facility being charged for USDA donated foods.
24. The contractor will not enter into the processing agreement with the processor as required in subpart C

of 7 CFR part 250.

25. If this agreement/contract is for an outside-school-hours facility, the meals must be unitized, with or without milk, unless the State Agency determines that unitization would impair the effectiveness of the food service operations [7 CFR 245.].
26. The Youth Facility must retain signature authority for the Child Nutrition Program Food Services Contract, Free and Reduced-Price Policy Statement, and any and all claims made for reimbursement.
27. The Youth Facility will provide the steam tables and/or cold tables necessary for proper food service, cups, plates, bowls, silverware/plastic ware, napkins, and all serving containers and covers (bowls, steam pans, and insulated carriers) used for transporting hot food.
28. The contractor will assist the Youth Facility with portioning of foods, provide training on portion size to assure all residents receive the adequate portions. Cold food will be transported in containers that are covered sufficiently to preserve freshness. All salads, desserts and snacks will be transported in bulk, wrapped and ready to serve. All serving containers and lids for cold food used for transporting cold foods will be provided by the contractor.
29. The Youth Facility will conduct a written food survey twice a year which will be tabulated by the contractor and forwarded to the Facility Administrator or Designee within 14 days.
30. Production records must be kept for all meals claimed for reimbursement which includes breakfast, lunch and snacks. Production records shall be provided to the youth facility each month. Production records requirement are:
 - a. Date: month/day/year;
 - b. Menu: include all items served;
 - c. Items that meet the requirement for meal pattern/reimbursement;
 - d. Meals: the number of child and adult meals served and
 - e. Quantity: total number of food used in preparation of meals and menu items, quantities of food utilized, and services sized as the youth facility requires in support of their Claim for Reimbursement.
 - f. This claim information must be submitted to the Office Assistant designated by the Facility Administrator no later than the 10th of the month following the reporting period. For example, if the reporting period of the month of July, the data must be submitted to the Office Assistant no later than August 10th.
 - g. The contractor must maintain the production report for a period of three years plus the current year or longer if required by an auditing agency. Production Records shall be made available to other appropriate agencies if required.
 - h. The contractor accepts liability caused by the contractor's negligence for all claims assess as a result of Federal or State reviews or audits corresponding with the Youth Facility's period of liability.
 - i. The contract must identify and document which costs are allowable and unallowable, or exclude

unallowable costs from the billing documents and certify that only allowable costs have been submitted for payment and establish records that maintain the visibility of unallowable costs. The contract must identify and document the amount of each discount, rebate, and other applicable credit on bills and invoices presented to the Youth Facility for payment. The contractor must furnish such documentation upon request to the Youth Facility.

- j. The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget (OMB) costs circulars.
- k. Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates, and other applicable credits accruing to or received by the contractor.

31. The following reports must be submitted to the state within the timeframes outlined below:

- a. Production records and all information required to support the Facility's Claim for Reimbursement. The reports must be submitted to the Youth Facility Office Assistant on a monthly basis.
- b. Itemized meals served reports must be submitted on a monthly basis for comparison to the Youth Facility daily Resident count. The reports shall be submitted to the Youth Facility Office Assistant with the monthly invoices.
- c. Breach of Security Reports must be submitted immediately.

32. The Vendor will present an invoice and delivery receipts within (#) 10 working days following the end of the preceding month for meals delivered (no less frequently than monthly) [7CFR 210.16]. The Purchaser will submit payment to the Vendor within (#) 30 days of receipt of the invoice (#Purchaser/Vendor complete). The Purchaser shall notify the Vendor within (#) 15 days of receipt of any discrepancy in the invoice.

The Purchaser shall pay the Vendor for all meals delivered in accordance with the Agreement. Neither EED/CNS, nor USDA will assume any liability for payment of the difference between the number of meals prepared and delivered by the Vendor and the number of meals served by the Purchaser that are eligible for reimbursement. In addition, neither EED/CNS, nor USDA will be responsible for resolving issues of partial or non-payment per the terms of this agreement.

33. Upon termination of the contract, all records, including financial and individual dietary records, must remain with the State.

34. The books and records pertaining to the Vendor's and Purchaser's food service operation shall be available for inspection and/or audit by representatives of the State Agency; USDA, Food and Nutrition Service; the U. S. General Accounting Office; USDA, Office of the Inspector General; at any reasonable time and place. These records must be retained for a period of three years from the date of receipt of final payment under this contract, or in cases where an audit remains unresolved, until such time as the audit is resolved [7CFR 210.22].

35. Only the Facility Administrator, or a Designee, may release information about the Youth Facility, Residents, or State employees to external people, agencies, or companies.

36. All contractor employees will speak or write in English when communicating with the Youth Facility employees while on work status.
37. Any contractor employees who have been convicted of either a felony or misdemeanor under AS 12.62.900 (23) will not be allowed to enter the Youth Facility.
38. Comply with the rules and regulations at the Youth Facility and all other federal, state and local laws and regulations governing its business operations which are or may become applicable during the contract term including all possible renewal options.
39. The contractor must maintain all applicable Federal, State, and local health certification(s) for the duration of the contract.
40. Both Vendor and Purchaser must follow USDA's non-discrimination policies. Vendor or Purchaser shall not illegally discriminate in either the provision of services, or in employment, against any person because of color, age, sex, race, disability and national origin. Vendor agrees to comply with all applicable federal and state laws, rules, regulations, and executive orders relating to non-discrimination, affirmative action and equal employment opportunity.

The following nondiscrimination statement must be included on all program materials published for public information through brochures, bulletins, leaflets, letters, and newspapers. If the material is too small to permit the full statement to be included, the material will at a minimum include USDA's short nondiscrimination statement. When used, both statements should be in print size no smaller than the text of the document.

Non-Discrimination Statement:

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotope, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form, \(AD-3027\)](#) online and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

*(1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;*

(2) fax: (202) 690-7442; or

(3) email: program.intake@usda.gov

SECTION VIII—BID SCHEDULE

Do not edit the bid in any manner. In accordance with 2 AAC 12.830 alternate bids (bids that offer something different than what is asked for) will be rejected. Contact the Procurement Specialist in writing with any questions.

The 28 day menu in Attachments B & C of this ITB must be used to develop the Single Meal Rates.

SAMPLE COST SCHEDULE:

Meal costs used are for this sample cost schedule only and do not represent the actual cost of meals.

Breakfast	\$ 4.00
Lunch	\$ 4.00
Dinner	\$ 8.00
Snack	\$ 2.00
=	\$ 18.00 Daily Board Rate per person
X10 Average Daily Census	\$180.00 Total Daily Rate
X 365 Day's Per Year	\$65,700.00 Total Annual Board Rate

The Total Daily Rate at the Youth Facility shall be multiplied by the number of days in a year (365) to create a Total Annual Board Rate for the Youth Facility. The Annual Board Rate should be multiplied by four (4) for the total for four years to provide the Total Evaluated Cost.

Meal	Rate Offered	Description
Breakfast	\$	
Lunch	\$	
Dinner	\$	
Snack	\$	
=	\$	Daily Board Rate per Person
X 10 Average Daily Census =	\$	Total Daily Board Rate
X 365 Days per Year =	\$	Total Annual Board Rate
X 4 Years in Contract =	\$	Total Evaluated Cost

SECTION IX – FEDERAL REQUIREMENTS

Expenditures from this contract may involve federal funds. The U.S. Department of Labor requires all state agencies that are expending federal funds to have a certification filed in the Bid (by the Bidder) that they have not been debarred or suspended from doing business with the federal government. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (included in this document) must be completed.

<http://www.sam.gov/portal/SAM/#1>

This document must be completed.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TEIR COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE FOLLOWING PAGE WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

(1) The prospective recipient of Federal assistance funds certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this Bid.

Name and Title of Authorized Representative

Signature

Date

Instructions for Certification

1. By signing and submitting this Bid, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this Bid is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "Bid," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Bid is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this Bid that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this Bid that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

SECTION X – ATTACHMENTS

- A. Federal Food Service Management Company Contract Checklist
- B. Sample Breakfast Menu
- C. Sample Lunch Menu