

# STATE OF ALASKA

## INVITATION TO BID (ITB)



### JOHNSON YOUTH CENTER MEAL SERVICE

ITB NUMBER 210000016

ISSUE DATE: JANUARY 06, 2021

The Alaska Department of Health and Social Services, Division of Juvenile Justice is soliciting quotes from qualified offerors to provide meals to the residents and staff at the Johnson Youth Center, located at 3252 Hospital Drive, Juneau, AK 99801.

**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 below in order to receive notification of subsequent amendments to the solicitation. Failure to register with the procurement officer may result in the rejection of your offer.

**BIDDER'S NOTICE:** By signature on this form, the bidder certifies that they comply with the following:

- (1) the bidder has a valid Alaska business license or will obtain one prior to award of any contract resulting from this ITB. If the bidder possesses a valid Alaska business license, the license number must be written below or one the following forms of evidence submitted with the bid:
  - a canceled check for the business license fee;
  - a copy of the business license application with a receipt date stamp from the State's business license office;
  - a receipt from the State's business license office for the license fee;
  - a copy of the bidder's valid business license;
  - a sworn notarized affidavit that the bidder has applied and paid for a business license;
- (2) the price(s) submitted was arrived at independently and without collusion, under penalty of perjury, and that the bidder is complying with:
  - the laws of the State of Alaska;
  - the applicable portion of the Federal Civil Rights Act of 1964;
  - the Equal Employment Opportunity Act and the regulations issued thereunder by the state and federal Government;
  - the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the state and federal government;
  - the bid will remain open and valid for at least 90 days;
  - all terms and conditions set out in this Invitation to Bid (ITB).

If a bidder does not hold an Alaska Business License (1) at the time designated in the ITB for opening the state will disallow the Alaska Bidder Preference. Bids must also be submitted under the name as appearing on the bidder's current Alaska business license in order to receive the Alaska Bidder Preference. If a bidder fails to comply with (2) of this paragraph, the state may reject the bid, terminate the contract, or consider the contractor in default.

NAME Procurement Officer	_____ COMPANY SUBMITTING BID	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA BIDDER'S PREFERENCE? [ ] YES [ ] NO
	_____ AUTHORIZED SIGNATURE	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA VETERAN PREFERENCE? [ ] YES [ ] NO
Phone: (907) TDD: (907)	_____ PRINTED NAME	*SEE ITB FOR EXPLANATION OF CRITERIA TO QUALIFY
Email:	_____ DATE	_____ TELEPHONE NUMBER
_____ ALASKA BUSINESS LICENSE NUMBER	_____ FEDERAL TAX ID NUMBER	_____ E-MAIL ADDRESS

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## SECTION 1. INTRODUCTION & INSTRUCTIONS

### SEC. 1.01 PURPOSE OF THE ITB

The Alaska Department of Health and Social Services, Division of Juvenile Justice is soliciting quotes from qualified offerors to provide meals to the residents and staff at the Johnson Youth Center, located at 3252 Hospital Drive, Juneau, AK 99801.

### SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than **4:00 pm Prevailing** Alaska Standard Time on **Wednesday, January 27, 2021**, at which time they will be publicly opened. Late bids or amendments will be disqualified and not opened or accepted for evaluation.

## SEC. 1.03 PRIOR EXPERIENCE

In order for a bid to be considered responsive the bidder must meet these minimum prior experience requirements:

- **All contractor employees will speak or write in English.**
- **The contractor must have all applicable federal, state, and local health certifications for the duration of the contract.**
- **All contractor employees will have proper certifications to work in the catering industry.**
- **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. Background checks will be required.**

A bidder's failure to meet these minimum prior experience requirements will cause their bid to be considered non-responsive and rejected.

## SEC. 1.04 INVITATION TO BID (ITB) REVIEW

Bidders shall carefully review this ITB for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material in the ITB should be made in writing and received by the procurement officer at least ten 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.

## SEC. 1.05 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS

All questions must be in writing and directed to the procurement officer. The interested party must confirm telephone conversations in writing. Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the ITB. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the ITB. The procurement officer will make that decision.

## SEC. 1.06 SITE INSPECTION

Potential bidders are encouraged to visit the work site so that they can see the conditions under which the work described in this ITB will be performed. The bidder's failure to visit the work site will in no way relieve the bidder of the responsibility of performing the work in strict compliance with the true intent and meaning of the terms, conditions and specifications of this ITB. The site may be inspected by contacting **Jess Lujan** at **(907)523-6839**.

This contact person is only empowered to allow potential bidders to view the work site. The contact person cannot and will not answer potential bidder questions regarding the work to be performed under this ITB or the terms, conditions and specifications of this ITB. Any questions potential bidders have must be directed to the procurement officer as required in Section 1.04.

## SEC. 1.07 SUBMITTING BIDS

Bidders must submit one hard copy of their bid, in writing, to the procurement officer.

### **Email Submission**

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

[hss.procurement.proposal@alaska.gov](mailto: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 proposal exceeds this size, the proposal 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 Procurement Specialist has received the bid in full, prior to the deadline. The Procurement Officer 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.

An Bidder'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.

#### **Paper Submission**

If submitted a proposal by mail, the Bidder 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:

Department of Health and Social Services  
Division of Finance and Management Services  
Attention: Kellie Julian, Procurement Officer  
ITB Number: 210000016  
ITB Title: Johnson Youth Center Meals Service

If mailing via US Mail, please use the following address:

PO Box 110650  
Juneau, AK 99811-0650

If utilizing a delivery service, please use the following address:

333 Willoughby – Suite 760  
Juneau, AK 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.

Faxed proposals will not be accepted. Oral proposals will not be accepted.

## **SEC. 1.08 BID FORMS**

Bidders shall use the front page of this ITB and any other forms identified in this ITB for submitting bids. All bids must be signed by an individual authorized to bind the bidder to the provisions of the ITB.

## BIDDER'S CERTIFICATION

By signature on the bid, the bidder certifies that they comply with the following:

- A. the laws of the State of Alaska;
- B. the applicable portion of the Federal Civil Rights Act of 1964;
- C. the Equal Employment Opportunity Act and the regulations issued thereunder by the state and federal government;
- D. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the state and federal government;
- E. all terms and conditions set out in this ITB;
- F. the price(s) submitted was arrived at independently arrived and without collusion, under penalty of perjury; and
- G. that the bid will remain open and valid for at least 90 days.

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

## CONFLICT OF INTEREST

Each bid shall include a statement indicating whether or not the company or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The procurement officer reserves the right to **consider a bid non-responsive and reject it** or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the contract to be performed by the bidder.

## SEC. 1.09 PRICES

The bidder shall state prices in the units of issue on this ITB. 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.

## SEC. 1.10 PRE-BID CONFERENCE

A pre-bid conference will not be held for this solicitation. Bidders may submit questions per ITB Section 1.05.

## SEC. 1.11 ASSISTANCE TO BIDDERS WITH A DISABILITY

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 officer no later than ten days prior to the deadline for receipt of bids.

## SEC. 1.12 AMENDMENTS TO BIDS

Amendments to or withdrawals of bids will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of bids, in accordance with 2 AAC 12.140. No amendments or withdrawals will be accepted after the deadline unless the delay is due to an error of the contracting agency, in accordance with 2 AAC 12.160.

## SEC. 1.13 AMENDMENTS TO THE ITB

If an amendment is issued, it will be provided to all who were notified of the ITB and to those who have registered with the procurement officer after receiving the ITB from the State of Alaska Online Public Notice website.

## SEC. 1.14 ITB SCHEDULE

The ITB schedule set out herein represents the State of Alaska's best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of bids, is delayed, the rest of the schedule may be shifted accordingly. All times are Alaska Time.

Activity	Date
Issue Date / ITB Released	01/06/2021
Pre-Bid Conference	N/A
Deadline for Receipt of Bids / Bid Due Date and Time	4:00 PM AKST 01/27/2021
Bid Evaluations Complete	02/03/2021
Notice of Intent to Award	02/05/2021
Contract Issued	03/01/2021

This ITB 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 Health & Social Services, 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. 1.15 ALTERNATE BIDS

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

## SEC. 1.16 SUPPORTING INFORMATION

Bidders shall submit all required technical, specification, and other supporting information with their bid, so that a detailed analysis and determination can be made by the procurement officer 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 or services 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.

## SEC. 1.17 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 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.





## SECTION 2. CONTRACT INFORMATION

### SEC. 2.01 CONTRACT TERM

The length of the contract will be from the date of award, approximately **March 1, 2021**, through **February 28, 2022**, with the option to renew for two (2) additional one-year terms under the same terms and conditions as the original contract. Renewals will be exercised at the sole discretion of the state.

### SEC. 2.02 CONTRACT ADMINISTRATION

The administration of this contract is the responsibility of the procurement officer or person appointed by the Department of Health & Social Services, Division of Finance & Management Services.

### SEC. 2.03 CONTRACT FUNDING

Department of Health & Social Services, Division of Juvenile Justice estimates a budget of **\$721,834.95** dollars for this contract or \$240,611.65 per year. Bids priced at more than this will be considered non-responsive.

### SEC. 2.04 CONTRACT EXTENSION

Unless otherwise provided in this ITB, the state and the successful bidder/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 written notice to the contractor of the intent to cancel the month-to-month extension at least thirty (30) days before the date of cancellation. A month-to-month extension may only be executed by the procurement officer via a written contract amendment.

### SEC. 2.05 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 state 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 required state approvals necessary for the amendment and issued a written contract amendment.

### SEC. 2.06 SUBCONTRACTORS

Subcontractors will not be allowed.

### SEC. 2.07 JOINT VENTURES

Joint ventures will not be allowed.

### SEC. 2.08 CONTRACT PERFORMANCE LOCATION

The state **WILL NOT** provide workspace for the contractor. The contractor must provide its own workspace. 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.

## **SEC. 2.09 RIGHT TO INSPECT PLACE OF BUSINESS**

**Onsite Review.** The project manager, Alaska Child Nutrition Program (AKCNP), Comptroller General, USDA or their duly authorized representatives 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 per 7 CFR 250.54(d).

## **SEC. 2.10 DEFINITIONS, SCOPE OF WORK AND SPECIFICATIONS**

**Definitions:** These are important as they are used throughout the Scope of Work and Deliverables below.

1. **Average Daily Census:** The Average Daily Census is the average number of residents and staff at the Youth Facility on any given day. The Average Daily Census is used to evaluate the cost of each of the meal per person and the estimated number of meals to be served on each day.
2. **Certified Food Protection Manager (CFPM):** A CFPM is a person who has passed one of the following three national exams: 1. National Restaurant Association; 2. Prometric; 3. National Registry of Food Safety Professionals; The CFPM is an employee of the contractor who is responsible for food safety as specified in the Alaska Food Code 18 AAC 31.
3. **Consumables:** Consumables are all items used by the contractor that are either consumed or used in a manner that will not permit them to be reused. Consumables include, but are not limited to all foods and food supplies, plastic utensils, paper napkins, paper plates and all other single use food service items.
4. **Contract Officer:** The Contract Officer is the Department of Health and Social Services state employee that has the sole authority to issue amendments to the contract established by this ITB. The Contract Officer is not located and does not work at any of the Youth Facilities.
5. **Daily Board Rate:** The Daily Board Rate is the total of the Single Meal Rates offered to provide Breakfast, Lunch, and Dinner. Prices in the proposal shall include the costs for all other services associated with the performance of the services required under this contract.
6. **Facility Administrator:** The Facility Administrator is the state employee that is the lead contact for the contractor at each Youth Facility.
7. **Food Service Manager:** The Food Service Manager is an employee of the contractor and is responsible for the day to day operation of the program.

8. Food Worker: The contractor ensures that staffs who handle unpackaged food or food contact surfaces have Food Worker Cards as specified in the Alaska Food Code 18 AAC 31.

9. Project Director: The Project Director is the state employee designated by each Facility Administrator for the purposes of day to day communication with the contractor's Food Service Manager at the Youth Facility.

10. Resident: The term Resident means any person that is currently housed in a Youth Facility. This includes a Client at a Juvenile Justice Facility.

11. Single Meal Rate: The Single Meal Rate is the rate the contractor may charge when providing a single meal to guest, Resident or other individual at a Youth Facility. The Single Meal Rate is the rate offered in the cost proposal section of this ITB for each meal. The Single Meal Rate offered for each breakfast, lunch, and dinner equals the Daily Board Rate when added up. Single Meal Rate also includes the cost for all drinks, as well as all fixed costs, variable costs, all contract employee costs, shipping and transportation charges, transitional costs, profit, insurance, and all other costs that are associated with providing the required Food Services at all of the contract facilities.

12. Total Annual Board Rate: The Total Annual Board Rate is the price offered in response to this ITB that will be evaluated. The Total Annual Board Rate is the Daily Board Rate multiplied by the number of the Average Daily Census to include Residents and staff, multiplied by the number of days in the year (365).

13. Youth Facility: Johnson Youth Center (JYC).

### **Scope of Work**

1. Scope of Meals. The contractor will provide meals qualifying under the National School Breakfast Program, School Lunch Program and the After School Snack Program.

2. Control of Quality. The Youth Facility shall retain control of the quality, extent and general nature of its food service and prices to be charged. (7 CFR 210.16(a)(4)).

3. Authority for Reimbursement. The Youth Facility shall retain signature authority for the Child Nutrition Program Food Services Agreement, Free and Reduced Price Policy Statement and any and all claims made for reimbursement. (7CFR 210.16(a)(5)).

4. Location of Food Preparation. The vendor shall provide or secure a location in which to prepare meals for the residents and staff 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 Officer staff on site.

5. Meal Transport. Youth Facility staff will transport meals daily from the Contractor to the Youth Facility.

6. Nonpayment for Meals. The Youth Facility shall not pay for meals that are spoiled at delivery, do not meet detailed specifications as developed by the Youth Facility, or otherwise do not fulfill specifications of agreement. (7 CFR 210.16(c)(3))

7. 31 Day Sample Menu. Along with the bid, prospective bidders must supply a 31-day sample menu that includes all meals that would be provided to the Youth Facility (breakfast, lunch, dinner, snack) during the bidding process. The sample menu must comply with the National School Lunch Program, School Breakfast Program and After-School Snack Program. The 31-day cycle menu provided will be used by the contractor for the first 31 days of meal service provided to the Youth Facility. For information on recipes, following is a link to the USDA Food and Nutrition Service Resource Library:

[http://teamnutrition.usda.gov/Resources/usda\\_recipes.html](http://teamnutrition.usda.gov/Resources/usda_recipes.html). Menus that do not comply with the national child nutrition standards are considered nonresponsive.

8. 31-Day Menu Changes. 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 210, 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.

9. Standardized Recipes. A file of tested standardized recipes designed specifically for the residents of the Youth Facility and adjusted to appropriate yield must be used in the preparation of all meals provided under this contract. Child Nutrition labels are required for foods items that do not have standardized recipes. 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.

10. Meal Times. Congregate meal times are indicated in the following table and must be accommodated by the contractor. At least three meals or their equivalent must be served daily, at regular times, with not more than a fourteen hour span between the evening meal and breakfast, unless ample nourishments are provided between meals that are acceptable to the Youth Facility.

Breakfast	Lunch	Dinner
7:00 A.M.	12:00 P.M.	5:00 P.M.

11. Special Diets. 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. Special diets may be diabetic or vegetarian meals, or may include modified diets due to allergies, pregnancies, or residents on suicide watch (food that does not require eating utensils).
- b. Special, unusual, or complex diets are planned by Youth Facility staff and must meet the USDA requirements.
- c. Each special meal must be identified to ensure the appropriate resident receives their diet as ordered.

12. Traditional Game (all traditional game foods that are served 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 or designee and the contractor upon the first use of this request.

13. Meals for Juvenile Justice Officers. The cost of meals provided to the juvenile justice officers shall be billed to the Youth Facility at the single meal rate and must be identified on the monthly invoices as "Juvenile Justice Officers."

14. Meals for Facility Administrators (Quality Assurance). For quality assurance purposes, meals will be provided to the Facility Administrators free of charge on a bi-monthly basis. The meals will be of the same quality, quantity and consistency as the meals served to the residents at the Youth Facility. A limited number of other free meals (no more than ten per year) will also be provided to the DJJ Director and members of the Advisory Board.

15. Holidays and Special Events. 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 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 is 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 the 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.
- c. Periodic special events 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. USDA Commodities, Website Access. When feasible, the contractor will be given access to the Youth Facilities secure Child Nutrition Programs webpage. From the webpage, the contractor will be able to order USDA commodities from a yearly survey (usually taking place in the spring). The commodities will be delivered to the contractor where they will be used in meals exclusively for the Youth Facility. The contractor will subtract the value of the commodities used in the Youth Facilities menus from the monthly invoices. The contractor will comply with the storage and inventory requirements of USDA commodities. Any commodities ordered that are not used in menus must be given to the Youth Facility within a reasonable timeframe or by June 30 of the program year at the latest.

17. USDA Commodities, Records/Receipts. The contractor must maintain records of receipt of donated foods and processed end products, of crediting for the value of USDA donated foods, and other records relating to USDA donated foods, in accordance with 7 CFR 250.54(a) & (b).

18. USDA Commodities, Cost-Reimbursement. Under cost-reimbursable contracts, the vendor must ensure that its system of inventory management does not result in the Youth Facility being charged for USDA donated foods. (7 CFR 250.53(b))

19. USDA Commodities, Compliance. The Youth Facility will ensure that the Food Service Management Company (FSMC) complied with USDA donated food provisions before contract renewal. (7 CFR 250.53(a)(11) & (12))

20. USDA Commodities, Yearly Entitlement Monies. The contractor will coordinate with the project manager to ensure that some of the yearly entitlement money used to order USDA commodities is left over to allow the Youth Facility to order items at its discretion.

21. Supplies. 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.

22 Training/Portioning Food. The contractor will assist the Youth Facility with portioning foods and provide training on portion size to assure all clients receive adequate portions.

23. Food Survey. The contractor 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.

24. Production Records. 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 requirements 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 amount of food used in preparation of meals and menu items, quantities of food utilized, and serving sizes 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 was 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 records 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 assessed as a result of federal or state reviews or audits corresponding with the Youth Facilities period of liability.

25. Reporting Requirements. The following reports must be submitted to the state within the timeframes outlined below:

- a. Production records and all information required to support the Youth Facilities 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.

26. Reporting Requirements, Termination. Upon termination of the contract, all records including financial and individual dietary records must remain with the state.

27. Confidential Information. Only the Facility Administrator or designee may release information about the Youth Facility, residents or state employees to external people, agencies, or companies.

28. Employee Requirements. All contractor employees will speak or write in English when communicating with the Youth Facility employees while on work status.

29. Employee Requirements, Convictions. 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.

30. Employee Requirements, Name on File. For contractor employees entering the Youth Facility, the contractor must have on file a name check conducted by the Department of Public Safety no more than 30 days before employment which must be available to the Facility Administrator or designee upon reasonable request.

31. Compliance with Rules, Regulations, and Laws. The contractor and their employees must 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.

32. Maintenance of Federal, State, and Local Health Certification. The contractor must maintain all applicable federal, state, and local health certification(s) for the duration of the contract.

33. Onsite Review. The project manager, Alaska Child Nutrition Program (AKCNP), Comptroller General, USDA or their duly authorized representatives 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 per 7 CFR 250.54(d).

34. Penalty Provision. If either party has breached the terms of this contract and has not cured the breach, the non-breaching party may elect to pursue any available administrative, contractual, or legal remedy including, but not limited to, termination. [2 CFR 200. Subpart F Appendix II (A)]

## Appendix One

### Raw Food Specifications

All food and supplies purchased for the performance of this contract will be in conformance with the minimum standards of federal and state specifications. The facility may periodically inspect the contractor's inventory of food and supplies to determine that purchase standards are maintained. All food items served by the contractor shall meet or exceed the following specifications:

<b>Meats</b>	<b>USDA Grades or Equivalent Packer Grades</b>
Beef	All beef cuts will be USDA inspected choice cuts or better.
Chicken	USDA inspected. Grade A.
Turkey	USDA inspected. Grade A.
Processed Meats	USDA inspected. Grade 1.
Pork	USDA inspected. Grade 1.
Lamb	USDA inspected. Choice cut or better.
Veal	USDA inspected. Choice cut or better.
Ground Beef	USDA inspected. No higher than 20% fat content will be allowed.
TVP	Textured Vegetable Protein not to exceed 3%.

<b>Dairy Products</b>	<b>Minimum Standards</b>
Milk	Grade "A" under 30,000 bacterial C.C., 1% Unflavored, and Non-fat flavored or unflavored.
Cream	20% Butterfat.
Buttermilk	8 ¼ % Milk Solids.
Whipping Cream	Heavy: 30%.  Butterfat: Whipped topping and dried milk solids will be used for baking purposes only.
Ice Cream	12% Butterfat
Cheese	No "cheese foods" will be allowed although processed cheese such as American or Swiss can be used.
Eggs	Grade "A". Only fresh eggs may be used.
<b>Low fat substitutions for dairy products and eggs must be provided.</b>	
<b>Seafood/Vegetables/Fruits/Others</b>	<b>Minimum Standards</b>
Seafood Products	All fish and seafood products must be from a certified inspected processor. Seafood may be fresh or fresh frozen, Alaskan products are always preferred, best quality. Alaska products should be used when in season and available.
Frozen Fruits/Vegetables	All frozen fruits and vegetables must be of USDA fancy quality
Fresh Fruits and Vegetables	All fresh fruits and vegetables must be of USDA fancy or #1 quality. No anti-oxidant compounds are to be used on fruits and vegetables. Alaska Grown agricultural products should be used when in season and available.
Canned Food	Fancy or Choice quality.

**NOTES:**

Homemade soups are preferred, however canned soups may be substituted when homemade soups are not available or are impractical, except where consumer demand warrants.

No pre-plated (convenience) meals may be utilized. It is expected that all raw food will be of good quality.

The JYC shall retain control of the quality, extent and general nature of its food service program.



The contractor will maintain rigid procurement procedures throughout the entire process of purchasing, receiving, storage, and inventory of all foods and direct supplies, and will pay for all food, and direct supplies, related to food production, service and management applicable to this contract.

**TRADITIONAL GAME FOODS:**

Occasionally traditional game foods such as moose, caribou, deer, and fish may be offered, either as a special event, as substitutions. In such instances, the food quality must comply with the Department of Environmental Conservation's 18 AAC 31, Alaska Food Code, December 28, 2006. This directive applies to food prepared by the contractor and does not apply to food that may be brought in by family for an individual's consumption.

**SEC. 2.11 DELIVERY TIME**

The contractor will have the meals ready for pickup 15 minutes prior to listed mealtimes. If the contractor is unable to provide services, Youth Facility Staff must be alerted 24 hours prior. The State will not be billed for any meals that are not provided due to contractor's unavailability.

**SEC. 2.12 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES**

The contractor is responsible for proving all products or the completion of all work set out in the contract. All products or work is subject to inspection, evaluation, and approval by the state. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The state 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.

The Youth Facility will not pay for meals that are spoiled at delivery, do not meet detailed specifications as developed by the Youth Facility, or otherwise do not fulfill specifications of agreement. (7 CFR 210.16(c)(3))

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 products or work received) and may seek associated damages.

**SEC. 2.13 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.

**SEC. 2.14 ESTIMATED QUANTITIES**

The quantities referenced in this ITB are the state's estimated requirements and may vary more or less from the quantities actually purchased. The state does not guarantee any minimum or maximum purchase. Orders will be issued throughout the contract period on an as-needed basis.

**SEC. 2.15 CONTRACT PRICE ADJUSTMENTS**

A contract resulting from this ITB will include the following price adjustment clause:

**Consumer Price Index (CPI):** Contract prices will remain firm through **February 14, 2021.**

The contractor may request price adjustments, in writing, 30 days prior to the contract renewal date. Requests must be in writing and must be received 30 days prior to the contract renewal date. If the contractor fails to request a CPI price adjustment 30 days prior to the contract renewal date, the adjustment will be effective 30 days after the state receives their written request.

Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Urban Alaska.

The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average January through June 2020 at 225.049; and each January through June thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed.

All price adjustments must be approved by the procurement officer prior to the implementation of the adjusted pricing. Approval shall be in the form of a contract amendment issued by the procurement officer.

## **SEC. 2.16     INFORMAL DEBRIEFING**

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

## **SEC. 2.17     INDEMNIFICATION**

The contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis.

“Contractor” and “contracting agency”, as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term “independent negligence” is negligence other than in the contracting agency’s selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor’s work.

## **SEC. 2.18     INSURANCE**

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

Certificates of Insurance must be furnished to the procurement officer prior to contract approval 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.

**SEC. 2.19 MANDATORY REPORTING**

Production Records. 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 requirements 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 amount of food used in preparation of meals and menu items, quantities of food utilized, and serving sizes 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 was 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 records 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 assessed as a result of federal or state reviews or audits corresponding with the Youth Facilities period of liability.

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

- a. Production records and all information required to support the Youth Facilities 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.

## SECTION 3. CONTRACT INVOICING AND PAYMENTS

### SEC. 3.01 BILLING INSTRUCTIONS

All invoices produced by the contractor must contain the following information at a minimum:

#### **1. Production records and itemized meals served reports**

Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order. The state will make payment after it receives the goods or services and the invoice. Questions concerning payment must be addressed to the ordering agency.

### SEC. 3.02 PAYMENT FOR STATE PURCHASES

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

### SEC. 3.03 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED

Because of the additional administrative and accounting time required of the state when third party financing agreements are permitted, they will not be allowed under this contract.

## SECTION 4. EVALUATION AND CONTRACTOR SELECTION

### SEC. 4.01 EVALUATION OF BIDS

After bid opening, the procurement officer will evaluate the bids for responsiveness. Bids deemed non-responsive will be eliminated from further consideration. 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 bidder.

### SEC. 4.02 APPLICATION OF PREFERENCES

Certain preferences apply to all state contracts, regardless of their dollar value. The Alaska Bidder and Alaska Veteran preferences are the most common preferences involved in the ITB process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the following website: <http://doa.alaska.gov/dgs/pdf/pref1.pdf>

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

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs and individuals who qualify as persons with a disability. As evidence of a business' or an individual's right to the Employment Program or Alaskans with Disabilities preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of these preferences, a business or individual must be on the appropriate Division of Vocational Rehabilitation list prior to the time designated for receipt of proposals. Bidders must attach a copy of their certification letter to the proposal.

**A bidder's failure to provide this certification letter with their proposal will cause the state to disallow the preference.**

### SEC. 4.03 ALASKA BIDDER PREFERENCE

An Alaska Bidder Preference of 5% will be applied to the total bid price. The preference will be given to a bidder who:

- 1) holds a current Alaska business license prior to the deadline for receipt of bids;
- 2) submits a bid for goods or services under the name appearing on the bidder's current 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 (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and
- 5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

#### **Alaska Bidder Preference Certification Form**

In order to receive the Alaska Bidder Preference, the bid must include the Alaska Bidder Preference Certification Form attached to this ITB. A bidder does not need to complete the Alaska Veteran Preference questions on the form if not claiming the Alaska Veteran Preference. A bidder's failure to provide this completed form with their bid will cause the state to disallow the preference.

#### **SEC. 4.04 ALASKA VETERAN PREFERENCE**

An Alaska Veteran Preference of 5%, not to exceed \$5,000, will be applied to the total bid price. The preference will be given to a bidder who qualifies under AS 36.30.990(2) as an Alaska Bidder and is a:

- a) sole proprietorship owned by an Alaska veteran;
- b) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;
- c) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or
- d) corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans.

In accordance with AS 36.30.321(i), the bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other government, or the general public.

#### **Alaska Veteran Preference Certification**

In order to receive the Alaska Veteran Preference, the bid must include the Alaska Bidder Preference Certification Form attached to this ITB. A bidder's failure to provide this completed form with their bid will cause the state to disallow the preference.

#### **SEC. 4.05 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.

#### **SEC. 4.06 LOCAL AGRICULTURAL AND FISHERIES PRODUCT 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.

#### **SEC. 4.07 ALASKA PRODUCT PREFERENCE**

A bidder that designates the use of an Alaska Product which meets the requirements of the ITB specifications and is designated as a Class I, Class II or Class III Alaska Product by the Department of Community & Economic Development (DCCED) may receive a preference in the bid evaluation in accordance with AS 36.30.332 and 3 AAC 92.010.

To qualify for the preference, the product must have received certification from DCCED, be listed in the current published edition of the Alaska Products Preference List, and the bidder must provide the qualified product on a 100% basis. There are no provisions under Alaska Statutes or Regulations that allow for a product

exchanges/substitutions or permit the product to be co-mingled with other products. Rather, AS 36.30.330 provides for a penalty for failing to use the designated Alaska products.

Products are classified in one of three categories:

- Class I products receive a 3% preference.
- Class II products receive a 5% preference.
- Class III products receive a 7% preference.

When the bids are evaluated, the preference percentage will be deducted from the product price. If a bidder fails to specify the brand being offered, no preference will be given. For more information on the Alaska Product Preference and to see the list of products currently on the Alaska Product Preference List, use the following web link: <https://www.commerce.alaska.gov/web/dcra/AlaskaProductPreferenceProgram.aspx>

#### **Brand Offered**

If offering a product that qualifies for the Alaska Product Preference, the bidder must indicate the brand of product they intent to provide. If a bidder is not offering a product that qualifies for the Alaska Product Preference, the bidder does not need to indicate a product brand.

#### **Brand of Product Changes**

During the course of the contract including all renewal options, a contractor that offered a product that qualified for the Alaska Product Preference wishes to change the product brand, the contractor must first provide a written request, along with evidence that the replacement brand also qualifies for the Alaska Product Preference, for approval by the procurement officer. A contract amendment must be issued by the procurement officer to authorize the change.

If a bidder offers a product brand in the original bid that does not qualify for the Alaska Product Preference, a change in the product brand may be made at any time during the course of the contract, including all renewals, as long as the product brand continues to meet the required specifications. A contract amendment is not required if the product brand originally offered did not qualify for the Alaska Product Preference.

### **SEC. 4.08 EMPLOYMENT PROGRAM PREFERENCE**

If a bidder qualifies for the Alaska Bidder Preference and is offering goods or services through an employment program as defined under AS 36.30.990(12), an Employment Program Preference of 15% will be applied to the total bid price.

In accordance with AS 36.30.321(i), the bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other government, or the general public.

### **SEC. 4.09 ALASKANS WITH DISABILITIES PREFERENCE**

If a bidder qualifies for the Alaska Bidder Preference and is a qualifying entity as defined in AS 36.30.321(d), an Alaskans with Disabilities Preference of 10% will be applied to the total bid price.

In accordance with AS 36.30.321(i), the bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other government, or the general public.

#### **SEC. 4.10 PREFERENCE QUALIFICATION LETTER**

Regarding the Employment Program Preference and the Alaskans with Disabilities Preference, the Division of Vocational Rehabilitation in the Department of Labor and Workforce Development maintains lists companies who qualify for those preferences. As evidence of a company's right to the preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the preferences, a bidder 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.

#### **SEC. 4.11 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 lot prices will govern.

#### **SEC. 4.12 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.

#### **SEC. 4.13 CONTRACTOR SELECTION PROCESS**

Once the contracts are established this selection process will be used. When the state needs security services the lowest priced contractor for that location will be contacted first. If, for any reason, the lowest contractor is not available to perform the needed service, the state will contact the next lowest priced contractor for that location. This process will continue until a contractor who can perform the service is located. The location of the contractor initially contacted will be determined by the starting location of the call-out. For instance, if there was a need to transport a person from Anchorage to Fairbanks and then guard the person for two days in Fairbanks, the agency would contact Anchorage contractors, even though a substantial portion of the actual service would be performed in Fairbanks.

#### **SEC. 4.14 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 procurement officer. A company or person who proceeds prior to receiving a Purchase Order, Contract Award, Lease, or some other form of written notice from the procurement officer does so without a contract and at their own risk.



## SECTION 5. GENERAL PROCESS AND LEGAL INFORMATION

### SEC. 5.01 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 Preference and Alaskans with Disabilities Preference, a bidder must hold a valid Alaska business license prior to the deadline for receipt of bids. Bidders 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 bidder possesses a valid Alaska business license may consist of any one of the following:

- copy of an Alaska business license;
- certification on the bid that the bidder has a valid Alaska business license and has included the license number in the bid;
- 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 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.

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

### SEC. 5.02 AUTHORITY

This ITB is written in accordance with AS 36.30 and 2 AAC 12.

### SEC. 5.03 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.

### SEC. 5.04 SUITABLE MATERIALS, ETC.

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

## **SEC. 5.05 SPECIFICATIONS**

Unless otherwise specified in this ITB, product brand names or model numbers specified in this ITB are examples of the type and quality of product required, and are not statements of preference. If the specifications describing an item conflict with a brand name or model number describing the item, the specifications govern. Reference to brand name or number does not preclude an offer of a comparable or better product, if full specifications and descriptive literature are provided for the product. Failure to provide such specifications and descriptive literature may be cause for rejection of the offer.

## **SEC. 5.06 CONTRACTOR SITE INSPECTION**

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

## **SEC. 5.07 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. Unless otherwise specified in 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.

## **SEC. 5.08 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/j/tip/>

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

## **SEC. 5.09 RIGHT OF REJECTION**

Bidders must comply with all of the terms of the ITB, the State Procurement Code (AS 36.30), and all applicable local, state, and federal laws, codes, and regulations. The procurement officer may reject any bid that does not comply with all of the material and substantial terms, conditions, and performance requirements of the ITB.

Bidders may not qualify the bid nor restrict the rights of the state. If a bidder does so, the procurement officer may determine the bid to be a non-responsive counter-offer and the bid 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 to be in its best interest.

**A bid from a debarred or suspended bidder shall be rejected.**

## **SEC. 5.10 STATE NOT RESPONSIBLE FOR PREPARATION COSTS**

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

## **SEC. 5.11 DISCLOSURE OF BID CONTENTS**

All bid prices become public information at the bid opening. After the deadline for receipt of bids, all other bid 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 other bid information will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, bids will become public information.

Trade secrets and other proprietary data contained in bids may be held confidential if the bidder requests, in writing, that the procurement officer does so, and if the procurement officer agrees, in writing, to do so. The bidder's request must be included with the bid, must clearly identify the information they wish to be held confidential, and include a statement that sets out the reasons for confidentiality. Unless the procurement officer agrees in writing to hold the requested information confidential, that information will also become public after the Notice of Intent to Award is issued.

## **SEC. 5.12 ASSIGNMENTS**

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. Bids that are conditioned upon the state's approval of an assignment will be rejected as non-responsive.

## **SEC. 5.13 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.

## **SEC. 5.14 DEFAULT**

In case of default by the contractor, for any reason whatsoever, the state may procurement 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.

## SEC. 5.15 DISPUTES

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

## SEC. 5.16 SEVERABILITY

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

## SEC. 5.17 CONTRACT CANCELLATION

The state reserves the right to cancel the contract at its convenience upon 30 calendar days written notice to the contractor. The state is only liable for payment in accordance with the payment provisions of this contract for supplies or services provided before the effective date termination.

## SEC. 5.18 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 5.15 of this ITB, any claim concerning the contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

## SEC. 5.19 SOLICITATION ADVERTISING

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

## SEC. 5.20 QUALIFIED BIDDERS

Per 2 AAC 12.875, unless provided for otherwise in the ITB, to qualify as a bidder for award of a contract issued under AS 36.30, the bidder 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 ITB.

If the bidder 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 bidder as a qualified bidder under AS 36.30.

## SEC. 5.21 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.

## SEC. 5.22 PROTEST

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

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 bids.

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 a bidder 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 bid 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 bidders 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."

## SECTION 6. ATTACHMENTS

### SEC. 6.01 ATTACHMENTS

**Attachments:**

- 1) Bid Schedule
- 2) Alaska Bidder Preference Certification Form

## SEC. 6.02 BID SCHEDULE

Estimated Annual Usage – Johnson Youth Facility does not guarantee minimum or maximum meal counts. The Youth Facility has the option to not utilize the contractor for two breakfasts and one dinner per week.

NOTE: Since the Johnson Youth Center participated in the USDA Commodities program the monthly invoices may be lower than the bid price. See #16 of Specifications.

The Single Meal Rates offered for the contract facility must include all anticipated and unanticipated costs associated with providing the food services of this contract.

### SAMPLE COST SCHEDULE:

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

Meal	Cost per Meal		Average Daily Census	Daily Rate
Breakfast	\$5.00	X	28	\$140.00
Lunch	\$5.00	X	28	\$140.00
Snack	\$3.00	X	15	\$45.00
Dinner	\$8.00	X	28	\$224.00
<b>Total Daily Rate</b>				<b>\$549.00</b>
<b>Total Annual Board Rate x 365 Days per Year</b>				<b>\$200,385.00</b>

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.



Meal	Rate Offered		Average Daily Census	Daily Rate Offered
Breakfast	\$	X	28	\$
Lunch	\$	X	28	\$
Snack	\$	X	15	\$
Dinner	\$	X	28	\$
<b>Total Daily Rate</b>				<b>\$</b>
<b>YEAR 1 - Total Annual Board Rate x 365 Days per Year</b>				<b>\$</b>
<b>Total Bid for Year 1</b>				<b>\$</b>

Meal	Rate Offered		Average Daily Census	Daily Rate Offered
Breakfast	\$	X	28	\$
Lunch	\$	X	28	\$
Snack	\$	X	15	\$
Dinner	\$	X	28	\$
<b>Total Daily Rate</b>				<b>\$</b>
<b>YEAR 2 - Total Annual Board Rate x 365 Days per Year</b>				<b>\$</b>
<b>Total Bid for Year 2</b>				<b>\$</b>

Meal	Rate Offered		Average Daily Census	Daily Rate Offered
Breakfast	\$	X	28	\$
Lunch	\$	X	28	\$
Snack	\$	X	15	\$
Dinner	\$	X	28	\$
<b>Total Daily Rate</b>				<b>\$</b>
<b>YEAR 3 - Total Annual Board Rate x 365 Days per Year</b>				<b>\$</b>
<b>Total Bid for Year 3</b>				<b>\$</b>

Year 1 Total	\$
Year 2 Total	\$
Year 3 Total	\$
<b>TOTAL CONTRACT AMOUNT</b>	<b>\$</b>



# ALASKA BIDDER PREFERENCE CERTIFICATION

## AS 36.30.321(A) / AS 36.30.990(2)

BUSINESS NAME: [Click or tap here to enter text.](#)

<b>Alaska Bidder Preference:</b> Do you believe that your firm qualifies for the Alaska Bidder Preference?						<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Alaska Veteran Preference:</b> Do you believe that your firm qualifies for the Alaska Veteran Preference?						<input type="checkbox"/> Yes <input type="checkbox"/> No
Please list any additional Alaska Preferences below that you believe your firm qualifies for.						
1.	2.	3.	4.	5.	6.	

To qualify for and claim the Alaska Bidder Preference you must answer **YES** to all questions below in the Alaska Bidder Preference Questions section. To qualify for and claim the Alaska Veteran Preference, you must answer **YES** to these questions as well as answer **YES** to all the questions in the Alaska Veteran Preference section. A signed copy of this form must be included with your bid or proposal no later than the deadline set for receipt of bids or proposals.

If you are submitting a bid or proposal as a **JOINT VENTURE**, all members of the joint venture must complete and submit this form before the deadline set for receipt of bids or proposals. [AS 36.30.990\(2\)\(E\)](#)

If the procuring agency is unable to verify a response, the preference may not be applied. Knowingly or intentionally making false or misleading statements on this form, whether it succeeds in deceiving or misleading, constitutes misrepresentation per [AS 36.30.687](#) and may result in criminal penalties.

### Alaska Bidder Preference Questions:

1) Does your business hold a current Alaska business license per [AS 36.30.990\(2\)\(A\)](#)?

☐ YES

☐ NO

If **YES**, enter your current **Alaska business license number**: [Click or tap here to enter text.](#)

- 2) Is your business submitting a bid or proposal under the name appearing on the Alaska business license noted in **Question 1** per [AS 36.30.990\(2\)\(B\)](#)?

☐ **YES**      ☐ **NO**

- 3) Has your business maintained a **place of business** within the state **staffed by the bidder or offeror** or an employee of the bidder or offeror for a period of six months immediately preceding the date of the bid or proposal per [AS 36.30.990\(2\)\(C\)](#)?

☐ **YES**      ☐ **NO**

If **YES**, please complete the following information:

**A. Place of Business**

Street Address: [Click or tap here to enter text.](#)  
City: [Click or tap here to enter text.](#)  
ZIP: [Click or tap here to enter text.](#)

“**Place of business**” is defined as a location at which normal business activities are conducted, services are rendered, or goods are made, stored, or processed; a post office box, mail drop, telephone, or answering service does not, by itself, constitute a place of business per [2 AAC 12.990\(b\)\(3\)](#).

Do you certify that the **Place of Business** described in **Question 3A** meets this definition?

☐ **YES**      ☐ **NO**

- B. The bidder or offeror, or at least one employee of the bidder or offeror, must be a resident of the state under [AS 16.05.415\(a\)](#) per [2 AAC 12.990\(b\)\(7\)](#).

- 1) Do you certify that the bidder or offeror OR at least one employee of the bidder or offeror is physically present in the state with the intent to remain in Alaska indefinitely and to make a home in the state per [AS 16.05.415\(a\)\(1\)](#)?  
☐ **YES**      ☐ **NO**
- 2) Do you certify that that the resident(s) used to meet this requirement has maintained their domicile in Alaska for the 12 consecutive months immediately preceding the deadline set for receipt of bids or proposals per [AS 16.05.415\(a\)\(2\)](#)?  
☐ **YES**      ☐ **NO**
- 3) Do you certify that the resident(s) used to meet this requirement is claiming residency **ONLY** in the state of Alaska per [AS 16.05.415\(a\)\(3\)](#)?  
☐ **YES**      ☐ **NO**
- 4) Do you certify that the resident(s) used to meet this requirement is **NOT** obtaining benefits under a claim of residency in another state, territory, or country per [AS 16.05.415\(a\)\(4\)](#)?  
☒ **YES**      ☐ **NO**

4) Per [AS 36.30.990\(2\)\(D\)](#), is your business (**CHOOSE ONE**):

A. **Incorporated** or **qualified to do business under the laws of the state?**

☐ YES ☐ NO

If YES, enter your current **Alaska corporate entity number**: [Click or tap here to enter text.](#)

B. A **sole proprietorship** AND the proprietor is a resident of the state?

☐ YES ☐ NO

C. A **limited liability company** organized under AS 10.50 **AND** all members are residents of the state?

☐ YES ☐ NO

Please identify each member by name: [Click or tap here to enter text.](#)

D. A **partnership** under former AS 32.05, AS 32.06, or AS 32.11 **AND** all partners are residents of the state?

☐ YES ☐ NO

Please identify each partner by name: [Click or tap here to enter text.](#)

#### **Alaska Veteran Preference Questions:**

1) Per [AS 36.30.321\(F\)](#), is your business (**CHOOSE ONE**):

A. A **sole proprietorship** owned by an Alaska veteran?

☐ YES ☐ NO

B. A **partnership** under AS 32.06 or AS 32.11 **AND** a majority of the partners are Alaska veterans?

☐ YES ☐ NO

C. A **limited liability company** organized under AS 10.50 **AND** a majority of the members are Alaska veterans?

☐ YES ☐ NO

D. A **corporation** that is wholly owned by individuals, **AND** a majority of the individuals are Alaska veterans?

☐ YES ☐ NO

Per [AS 36.30.321\(F\)\(3\)](#) "**Alaska veteran**" is defined as an individual who:

(A) Served in the

- (i) Armed forces of the United States, including a reserve unit of the United States armed forces; or
- (ii) Alaska Territorial Guard, the Alaska Army National Guard, the Alaska Air National Guard, or the Alaska Naval Militia; and

(B) Was separated from service under a condition that was not dishonorable.

Do you certify that the individual(s) indicated in **Question 1A, 1B, 1C, or 1D** meet this definition and can provide documentation of their service and discharge if necessary?

☐ **YES**      ☐ **NO**

### **SIGNATURE**

By signature below, I certify under penalty of law that I am an authorized representative of [Click or tap here to enter text.](#) and all information on this form is true and correct to the best of my knowledge.

Printed Name

Title

Date

Signature