

STATE OF ALASKA REQUEST FOR PROPOSALS



HOSPITALITY SERVICES FOR ALL ALASKA PIONEER HOMES

RFP 2025-2600-0166

ISSUED 01/02/2025

THE DEPARTMENT OF FAMILY AND COMMUNITY SERVICES (DFCS), IS SOLICITING FOR A STATEWIDE CONTRACTOR TO PROVIDE MEALS, DIETARY CONSULTATION, HOUSEKEEPING, AND LAUNDRY SERVICES TO ALL ALASKA PIONEER HOMES (AKPH) SITES IN ANCHORAGE, FAIRBANKS, JUNEAU, KETCHIKAN, PALMER AND SITKA.

ISSUED BY:

DEPARTMENT OF FAMILY AND
COMMUNITY SERVICES --
ALASKA PIONEER HOMES

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OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

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

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INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Department of Family and Community Services, Division of Alaska Pioneer Homes, is soliciting proposals for hospitality services including meals, dietary consultation, housekeeping, and laundry services at Alaska Pioneer homes in Anchorage, Fairbanks, Juneau, Ketchikan, Palmer and Sitka. The state will award a single contract to one vendor to provide these services at all sites.

SEC. 1.02 BUDGET

The Department of Family and Community Services, Division of Alaska Pioneer Homes, estimates a cumulative budget of \$65,000,000 over the potential five-year period of performance. Proposals priced at more than **\$65,000,000** will be considered non-responsive.

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

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **1:30PM** prevailing Alaska Standard Time on February 3, 2025, as indicated by email timestamp. Late proposals will not be considered.

SEC. 1.04 MINIMUM REQUIREMENTS

To be considered responsive offerors, the Firm, the Registered Dietitian, and each site's Contract Facility Manager must each meet minimum prior experience requirement. An offeror's failure to meet these minimum prior experience requirements will cause their proposal to be considered non-responsive and rejected.

THE FIRM MUST HAVE

- A minimum of three (3) years of experience within the past five (5) years as an established food service provider with at least one contract that contains multiple service delivery locations
- A minimum of three (3) years food service experience with geriatric populations; and
- At least three (3) years' experience in both institutional laundry and housekeeping services and staff.

THE REGISTERED DIETITIAN MUST

- Be a member in good standing of the American Dietetic Association and be licensed in the State of Alaska as a Dietitian; and
- Have a minimum of three (3) years of experience with geriatric populations.

EACH LOCATION'S CONTRACT FACILITY MANAGER MUST

- Have at least three (3) years of experience in institutional food service preparation, including at least two (2) years of direct management or supervisory experience; and
- Be a qualified dietetic service supervisor, certified by the Certifying Board of the Dietary Management Association or in the process of completing this certification. If a Contract Facility Manager is currently enrolled in a certifying program, certification must be completed within 24 months of contract inception or employee hire date.
- Have at least one (1) year of experience in Microsoft Office Suite (Excel, Word, and Outlook) with the ability to create, format, and maintain Word documents and Excel spreadsheets.

SEC. 1.05 REQUIRED REVIEW

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

SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

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

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

PROCUREMENT OFFICER: **PATRICIA HULL** PHONE **907-465-3610** TTY 7-1-1
EMAIL: patricia.hull@alaska.gov

It is preferred that proposals be submitted via email. To do so, the technical proposal and cost proposal must be saved as separate PDF documents and emailed to fcs.fms.vendor.response@alaska.gov as separate, clearly labeled attachments, such as “Vendor A – Technical Proposal.pdf” and “Vendor A – Cost Proposal.pdf”. The email must contain the RFP number in the subject line.

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

Please note that email transmission is not instantaneous. To ensure it is delivered by the deadline for receipt of proposals, the state recommends sending it well in advance.

It is the offeror's responsibility to contact the issuing agency at **907-465-3610** to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.07 ASSISTANCE TO OFFERORS WITH A DISABILITY

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

SEC. 1.08 AMENDMENTS TO PROPOSALS

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

SEC. 1.09 AMENDMENTS TO THE RFP

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

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

SEC. 1.10 RFP SCHEDULE

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

ACTIVITY	TIME	EST. DATE
Issue Date / RFP Released	8:00m	01/02/2025
Deadline for Receipt of Proposals / Proposal Due Date	1:30pm	02/03/2025
Proposal Evaluations Complete	5:00pm	02/13/2026
Notice of Intent to Award	8:00am	02/14/2025
Contract Issued	8am	02/25/2025

This RFP does not, by itself, obligate the state. The state's obligation will commence when the contract is approved by the Commissioner of the Department of Family and Community 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. 1.11 ALTERNATE PROPOSALS

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

SEC. 1.12 NEWS RELEASES

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

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

The mission of Alaska Pioneer Homes is “to provide elder Alaskans a home and community, celebrating life through its final breath”. The Alaska Pioneer Homes (AKPH) are licensed assisted living homes that are owned and operated by the State of Alaska. The history of service to Alaskans predates statehood, with the first home opening in Sitka in 1913. Since, an additional five locations in Fairbanks, Palmer, Anchorage, Ketchikan and Juneau have been added. The Pioneer Home facilities range in size from 45 beds to 177 beds, for a total of 506 beds.

Guided by the Eden Alternative® philosophy, staff together with volunteers, friends and family members, work to create a supportive, caring, vibrant and engaging community where the elders are truly the heart of the home. Services are designed to maximize independence and quality of life by addressing the physical, psychosocial and spiritual needs of Elders. These needs are addressed in a continuum of services within an assisted living philosophy, with special capacities for Elders with Alzheimer Disease and Related Disorders. Services are provided by caring, experienced, and qualified staff members that recognize strong community support and interaction are vital to the mission. The Contractor must ascribe to the philosophy of Elder directed care in the long term care culture change movement when providing dining, housekeeping and laundry services

As of July 1, 2023, residents ranged in age from 60 to 102 years old with an average age of 82. Our elders come from various backgrounds and walks of life, but they have one thing in common: they are true Alaskans with many calling Alaska home for 40+ years.

Each Home offers the following five levels of service. Each resident receives a comprehensive assessment to identify his or her appropriate service level.

- Level I** Includes housing, meals, emergency assistance, opportunities for recreation, and required transportation for recreation; the resident is independent in activities of daily living;
- Level II** Includes level I services, medication management, and assistance with up to two activities of daily living; during the night shift, the resident is independent in performing activities of daily living and capable of self-supervision;
- Level III** Includes (A) and (B) of the following:
 - (A) Level I services, medication management, and one of the following:
 - (i) assistance with up to four activities of daily living; or
 - (ii) assistance with up to two activities of daily living and behavior management, excluding complex behaviors; or
 - (iii) assistance with up to two activities of daily living and nursing services as described in AS 47.33.020;
 - (B) during the night shift, assistance with activities of daily living, limited to an average of two times per week;
- Level IV** Includes Level I services, medication management, assistance with five or more activities of daily living, behavior management, excluding complex behaviors, and nursing services as described in AS 47.33.020; services will be provided 24 hours a day;

Level V Includes all services that exceed level IV services (especially needs of residents with complex behaviors).

The following table shows the total possible Census at each Pioneer Home for Fiscal Year 2026 (July 1, 2025—June 30, 2026).

Census Capacity	Facility Location
177	Anchorage Pioneer Home
91	Fairbanks Pioneer Home
49	Juneau Pioneer Home
45	Ketchikan Pioneer Home
79	Palmer - Alaska Veteran's & Pioneer Home
65	Sitka Pioneer Home

SCOPE OF WORK & CONTRACT INFORMATION

SEC. 2.02 DEFINITIONS

For the purposes of clarification, the following terms apply to this RFP and the ensuing contract.

Average Daily Census: The Average Daily Census is the average number of Elders in a facility on any given day. The Average Daily Census is used during the evaluation process as an estimated number of meals to be served at each location and on each day.

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, gloves and other personal protective equipment and supplies, plastic utensils, paper napkins, paper plates and all other single use food service items.

Procurement Officer: The Procurement Officer is the State of Alaska Department of Family and Community Services Employee that has the sole authority to issue amendments to the contract established by this RFP. The Procurement Officer is not located in nor work at any of the AKPH sites.

Contract Executive Manager: The Contract Executive Manager is an employee of the Contractor and is responsible for the overall contract operations on a statewide basis.

Daily Board Rate: The Daily Board Rate is the total of the Single Meal Rates offered in response to this RFP for each Elder in a facility. The Daily Board Rate is the total Single Meal Rates offered to provide Breakfast, Lunch, Dinner, plus snacks, and includes the costs for all other services associated with the provision of food services at the particular home.

Daily Housekeeping Rate: The Daily Housekeeping Rate is the amount offered in response to this RFP to provide Housekeeping Services on a daily basis as described in this RFP. This rate includes fixed costs, variable costs, all contract employee costs, shipping and transportation charges, transitional costs, profit, insurance, and all other costs that are associated with the performance of the Housekeeping Services required by the contract.

Daily Laundry Rate: The Daily Laundry Rate is the amount offered in response to this RFP to provide Laundry Services on a daily basis as described in this RFP. This rate includes fixed costs, variable costs, all contract employee costs, shipping and transportation charges, transitional costs, profit, insurance, and all other costs that are associated with the performance of the Laundry Services required by the contract.

Contract Facility Managers Are employees of the Contractor responsible for the day-to-day operations at each AKPH site under this contract. All Contract Facility Managers are to have the credentials as listed in the minimum prior experience section 1.05.

Site Administrator: The Site Administrator is the State Employee at each AKPH Site who is the day-to day primary communicator with that facility's Contract Facility Manager.

Housekeeping: Under this RFP and the subsequent contract, the term housekeeping is defined as services necessary to maintain a clean and odor free facility and to ensure Elders have a clean and orderly environment, free of hazards including their rooms and furniture, hallways, corridors, washrooms, lounges and other building areas.

Project Director: The Project Director is the State Employee designated to approve the monthly invoices submitted by the Contractor and is the primary contact with the Contract Executive Manager.

Elder: The term Elder means any person currently residing in an AKPH Site.

Single Meal Rate: The Single Meal Rate is the rate the Contractor may charge when providing a single meal to a guest, staff member, or other individual at a Facility. The Single Meal Rate is the rate offered in the cost proposal section of this RFP for each meal. The Single Meal Rate offered for each Breakfast, Lunch, and Dinner equals the Daily Board Rate when added up and includes the cost for: all drinks, snacks and night nourishments 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, Dining and Dietetic Services at all of the contract facilities.

SECTION 3. SCOPE OF WORK

The Department of Family and Community Services, Alaska Pioneer Homes, is soliciting proposals for meal preparation and service, housekeeping, and laundry services for the Alaska Pioneer Homes (AKPH) locations. The State will award a single contract to provide meals, housekeeping and laundry services in all six Pioneer Homes.

The successful Contractor will be required to comply with the State Assisted Living Statute AS 47.05, 47.32 and 47.33, 7 AAC 10 and 7 AAC 75 of Alaska Administrative Code and Pioneer Home Statute AS 47.55 and 2 AAC 41 of Alaska Administrative Code and all other applicable State and Federal Regulations. General Responsibilities

General Responsibilities

The Contractor must meet the following General Responsibilities at all contract facilities:

1. Provide professionally managed wholesome food and dining services for Elders, staff and guests at all contract facilities utilizing the equipment and utensils of the facilities to the extent possible. The Contractor is to procure, handle, store, prepare and supervise the preparation and serving of food items to provide attractive, well-balanced meals. The meals must include special dietary foods as required by Elders, including liquid tube feedings and supplements such as Thicken, Ensure or similar products, as ordered by their licensed primary health provider.
2. The Registered Dietitian must be available daily to consult either in person or at least telephonically with medical providers, staff, and Elders on dietary matters. The Dietitian shall work in cooperation with the food preparation staff to ensure proper dietary requirements are met on a daily basis. The Dietitian shall also make visits to each contract location on a quarterly basis.
3. In addition to the Food and Dining Services the Contractor is required to provide professionally managed, high-quality housekeeping and laundry services that meet OSHA requirements for assisted living facilities, for Elders of the Home utilizing the facilities and equipment of the Home.
4. The Contractor shall provide all labor necessary to accomplish the requirements of providing food service, dining, housekeeping, and laundry services at all six homes.
5. The Contractor must conduct ongoing procurements of consumables for all the above services.

Specific Responsibilities

The offeror's proposal should illustrate clearly that the Contractor has a thorough understanding of the Specific Responsibilities of this section and detail the offeror's plan to comply with 8 AAC 31, The Alaska Food Code

The Contractor shall meet the following Specific Responsibilities at all contract facilities:

1. Provide food, housekeeping and laundry service which includes procuring and providing all necessary cleaning and non-motorized supplies.
2. Procure and provide all food and food service operating supplies.
3. Employ, train, and supervise all contract employees.

4. Ensure all contract employees in the facilities comply with the hiring process described in 7 AAC 75.220 and 7 AAC 75.240 (see Section 48 page 34 below) and pay for the cost of fingerprinting and background checks of Contractor employees working at the Home.
5. Implement daily, weekly, monthly quarterly and annual cleaning schedules of each area utilized in each facility in the performance of the contract to comply with all applicable state laws, regulations, and licensing requirements Copies of the cleaning schedule must be provided to the Site Administrator or Designee at each contract location upon request.
6. Ensure all contract employees follow all applicable State of Alaska and contract facility policies and procedures.
7. Contract employees are to function as members of the team of employees serving the Elders at each facility, subject to the same policies and procedures as state employees.
8. Contract employees must be proficient in English and use English when on the job.
9. Provide or employ a Contract Executive Manager to assess the performance of all contract personnel, compliance with the contract and satisfaction of the facilities with the contracted services. An Executive Assessment must be conducted on site, on a quarterly basis during the first year of the contract, and quarterly thereafter in the event of renewals. More frequent on-site visits may be conducted if mutually agreed upon by both Contractor and Site Administrator or Designee. Executive Assessment findings will be reviewed with the Division Director and Site Administrator or Designee for each contract location at each visit.
10. Pay for physical examinations and necessary vaccinations or medical procedures for Contractor's employees otherwise noted in this RFP. This includes any OSHA defined blood borne pathogen requirements, if applicable.
11. Manage all Contract employees in the facilities in accordance with all State and Federal regulations and laws.
12. Perform food surveys once each year obtaining input from Elders and responsible parties (power of attorney).
13. Replace all broken or lost china, silver, glassware, flatware, trays, utensils provided by the state to maintain the initial inventory levels. This includes items located in the neighborhood kitchens. Replacement items must be identical or of like quality to the broken or lost items.
14. Maintain contracted employee files on site at all Pioneer Homes, which should include results of background check, orientation and training records and other documents identified as required through inspections and regulations.
15. Maintain all state and Contractor utilized premises and facilities to meet or exceed all applicable sanitation and cleanliness standards.
16. Comply with the rules and regulations at each contract facility and all other federal, state and local laws and regulations governing its business operations including applicable inspections, which are or may become applicable during the contract term including all possible renewal options.
17. Track all inspections that are required and schedule in consultation with Site Administrator.
18. Facilitate any extraordinary food service activity or function authorized by a Site Administrator or Designee.
19. Maintain a proactive program designed to help the facilities conserve energy, and to actively assist in the care and management of all state-owned facilities and property.
20. Invoice the State monthly, by Pioneer Home, for the services provided.

21. Provide appropriate levels of dietetic services to assure that all food services meet all necessary standards as described herein.
22. Be willing to perform efficiency studies of food service operations at the request of the State.
23. Understand and comply with the Eden Philosophy of Care, including the 10 principles and core values to ensure that all services provided are elder centered and staff receive training. At the Contractor's expense, all contract managers and supervisors must become Certified Eden Associates. All other contract employees are required to participate in the same level of in-house Eden trainings as are their State of Alaska counterparts.
24. Ensure contract employees comply with 8 AAC 31, (The Alaska Food Code, including sanitation standard.)

The offeror's proposal should illustrate clearly that the Contractor has a thorough understanding of the service required and a plan that will ensure the Contractor is capable of performing the required duties.

Joint Responsibilities

The offeror's proposal should illustrate clearly that the Contractor has a thorough understanding of the required Joint Responsibilities.

The following items require the Contractor and the State to work together in a cooperative manner. The Contractor and each facility shall be jointly responsible for the following items:

1. Participate fully in the safety programs at the facilities, define safety programs specific to the dietary, food service, food storage and sanitation departments of the facilities (if applicable) and ensure compliance by all staff.
2. Participate as appropriate in the care plan meetings and management programs of the facilities and ensure compliance by all staff.
3. Participate fully in the infection control programs of the facilities and ensure compliance by all staff.
4. Participate fully in the risk management and quality assurance and improvement programs of the facilities and ensure compliance by all staff.
5. Assure security of buildings and contents.
6. Encourage energy conservation.
7. Aggressively manage a waste prevention program.
8. Strive for simple and effective communication.
9. Actively participate in teamwork to accomplish all of the goals established by each facility within the limitations of our mutual resources.
10. Adhere to policies and procedures related to all aspects of each facility's operations.
11. Inventory the china, silver, glassware, flatware, trays and utensils provided by the State annually. Compare the annual inventory to the previous year's inventory to identify and document the items the Contractor must replace.
12. Inventory the linen and terry to identify and document items the state must replace.

State Responsibilities

The State is responsible for the following items at each contract facility:

1. Pay the costs of heat, electricity, natural gas, steam, air conditioning, garbage and trash removal, refrigeration, water, sewage and pest control.
2. Maintain food service, laundry and housekeeping equipment, furnishings, fixtures, and buildings, except as provided under "Contractor's Responsibilities" or as further defined under "Joint Responsibilities."
3. Acquire new food service, laundry and housekeeping, equipment, furniture, and fixtures, except as provided under "Contractor's Responsibilities" or as further defined under "Joint Responsibilities."
4. Where there are disputes or disagreements, the director or designee will have final decision-making authority.
5. Provide necessary office desks, chairs, and file cabinets for contracted employees.
6. Provide all non-disposable food service, laundry and housekeeping equipment.

Exceptions

The State recognizes that each facility has features and practices that make it unique. For example, while most facilities serve the main meal at mid-day, some may prefer the main meal in the evening. Similarly, each facility may have specific and unique menu requirements that are not addressed in this document.

For these reasons, the Contractor will be permitted to negotiate exceptions to some of the details contained herein. Such exceptions must be made in writing, and specifically approved by the responsible Site Administrator. Negotiated exceptions shall not change the intent of the contract, nor substantively alter the responsibilities and obligations of either party. If negotiated exceptions are approved by a Site Administrator, the final approval shall be by the Procurement Officer and the exception will not be permitted until a Contract Amendment is issued by the Procurement Officer.

Throughout the remainder of Section 3, this policy permitting exceptions will apply.

SEC. 3.01 CONTRACT TERM AND WORK SCHEDULE

If the contract is awarded to the incumbent firm, the initial term run from July 1 –June 30, with the state reserving the option to renew for up to five one-year periods potentially through June 30, 2030.

If the contract is awarded to a new firm, the contract will be from the date of award, thru June 30th 2025, with the State reserving the option to renew the contract or up to five additional one-year periods. This will allow for a transition period.

Transition Plan

The offeror must provide a written transition plan that clearly indicates how the offeror proposes to assume the duties as required under the contract. All facets of the Contractor's proposed operation must be detailed in the transition plan including but not limited to:

The facility-by-facility transition plan should detail the Contractor's proposed operational plan including a transition time-line and identify any potential problems that may occur during the transition and

implementation phases of this project as well as the proposed solution for the potential problems of a facility-by-facility transition. During the transition period, the new Contractor may observe the work of the current contract employees at the contract facilities. The job shadow observations must be scheduled in cooperation with each Site Administrator. The maximum transition period for this contract is three (3) months from the date of contract award.

All costs associated with the transition period must be included in the rates offered in response to this RFP. No additional costs shall be permitted.

Unless otherwise provided in this RFP, the State and the successful offeror/contractor agree: (1) that any extension of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) the procurement officer will provide notice to the contractor of the intent to cancel such month-to-month extension at least 30 days before the desired date of cancellation. A month-to-month extension may only be executed by the procurement officer via a written contract amendment. The successful offeror must be able to complete the transition within three (3) months of contract award. The transitional period will be part of the initial term of the contract and will follow the not-to-exceed cost restrictions in SEC 1.02.

SEC. 3.02 DELIVERABLES

The contractor will be required to provide the following food, laundry and housekeeping services at all locations.

1. MEAL VOLUME

The offeror's proposal should illustrate clearly that the Contractor has the ability to procure, plan, prepare and deliver or serve the estimated meal volume as detailed in this section.

The number of meals required each day varies by facility. The following table illustrates the total possible number of each meal including snacks, for each day at each facility for the purpose of proposal preparation. The State does not guarantee any minimum or maximum number of meals will be purchased.

	Breakfast	Lunch	Dinner	Snack	Total
Anchorage Pioneer Home	177	177	177	124	655
Juneau Pioneer Home	49	49	49	34	181
Sitka Pioneer Home	65	65	65	46	241
Fairbanks Pioneer Home	91	91	91	64	337
Ketchikan Pioneer Home	45	45	45	32	167
Veterans & Pioneers Home -Palmer	79	79	79	55	292
AKPH Totals	506	506	506	355	1873

2. RAW FOOD SPECIFICATIONS

All food served at the contract facilities will meet the Raw Food Specifications as outlined in Attachment 2.

3. MENU PLANNING

A six-week rotation cycle menu will be used in all contract facilities. The facilities may be on different menus. At each facility, one day's main meal within each week of the six-week cycle menu must not be repeated from the previous six-week cycle. For example, if the Wednesday dinner meal was selected as the facilities non-repeating meal for each week, each Wednesday dinner of each week would be an item not found in the regular six-week cycle. These non-repeating meals will be used to feature seasonal items and cultural background and food habits of Elders. The menus developed should also take into consideration the diverse ethnic populations that may be present in contract facilities.

In addition to the non-repeating menu item, the same entrée ingredient cannot be served in any style or form on the day preceding or following the day the entrée ingredient is served. For example, if baked chicken is served as the entree for the Tuesday dinner, chicken cannot be served in any style or form on the day preceding or following the Tuesday dinner, and baked chicken may not be found or repeated on that menu cycle week.

Each six-week menu for meals, snacks and night nourishment must be approved by the Contractor's Dietitian and provided to the Site Administrator or Designee for review and approval at least two weeks prior to the effective date of the menu. The approved menus must be posted in the kitchen for the Contractor's staff and in the dining room for all Elders. The approved menus will provide a variety of foods and indicate standard portions at each meal. The Contractor's Contract Facility Managers' will meet with the food service or other appropriate committee at each facility, if applicable, at least monthly to hear suggestions, comments, complaints and compliments with regard to the menu.

If the Contractor makes a change to the menu at any facility, the new menu item and the reason for the change must be provided to the Site Administrator or Designee. Changes must be kept to a minimum. The Site Administrator or Designee may deny the change if the substitute menu item is of lower cost or quality than the item on the agreed upon menu. If approved, the menu change must be posted in the kitchen and dining area.

A copy of all approved menus and changes to the menus must be retained by the Contractor for at least one year. A copy of all menus, changes and the reason for menu changes must be submitted to the Site Administrator or Designee on a weekly basis.

The Contractor must follow the Recommended Daily Dietary Allowances (RDA) most current version, adopted by the Food and Nutrition Board of the National Research Council of the National Academy of Sciences for all meals and snacks provided to each facility. The Contractor must ensure that the menus are developed for a population over 60 years of age. Chopped, ground, pureed, or mechanical diets must be presented in an attractive, appetizing manner.

4. STANDARDIZED RECIPES

- a. A file of tested, standardized recipes designed specifically for the Elders at each contract facility and adjusted to appropriate yield, must be used in the preparation of all meals provided under this contract.
- b. The recipe files must be maintained in the Contract Facility Manager's office. Copies of the recipes must be provided to the State upon reasonable request.
- c. Recipes are periodically reviewed by the Contractor for revisions and updating.
- d. Low fat, low cholesterol, low carbohydrate and low sodium menu items will be identified on the menu.
- e. The Contractor must be able to provide an accurate listing and amount of ingredients for each food served upon reasonable request.
- f. Production sheets for each recipe must be present and kept current at each facility.

5. PLATE WASTE SURVEYS

All Elders' plates should be monitored. A plate waste survey must be conducted once in a 30-day period. The written results of the plate waste surveys will be provided to the Site Administrator or Designee and Division Director.

6. CONGREGATE MEAL TIMES

The following table indicates the general times for serving specific meals each day. Facilities may have variations to the schedule listed below and must be accommodated by the Contractor.

Meal	Time
Breakfast	7:00 am to 9:00 am
Lunch **	11:30 am to 1:00 pm
Dinner	4:30 pm to 6:30 pm

****Lunch is usually considered the main meal.**

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 facility. The lunch meal is currently the main meal for all Homes except Ketchikan where dinner is the main meal.

7. ANCILLARY MEALS

When an Elder seeks a meal outside of the times above, accommodation will be made to provide a meal.

8. SPECIAL DIETS

The offerors proposal should illustrate clearly that the Contractor has a thorough understanding of, and plan for, ensuring that all Elders special dietary requirements are met.

- a. All special diets must be ordered by a medical provider and recorded in both the Elder's medical record and the Food Service Department's computerized record system if a computerized system is utilized at the facility.
- b. Special diets may be diabetic meals, soft foods only meals and liquid tube feedings and supplements such as Thicken, Ensure or similar product.
- c. Special diets ordered by a medical provider are planned by the Contract Facility Manager and approved by the Dietitian. Unusual or complex diet orders are planned by the Dietitian, and provided in writing, to the Contract Facility Manager.
- d. Each special meal must be identified to ensure the appropriate Elder receives their diet as ordered.
- e. The Dietitian will assess on a quarterly basis the Elder's response to the special diet.
- f. The Contractor will be responsible for providing appropriate diet manuals and other references for use by medical provider, staff, Elders and family members.

9. TRADITIONAL GAME FOODS

Occasionally traditional game foods such as moose, caribou, deer, and fish may be offered, either as a special event, as substitutions, or as a Pioneer Home Resident's private event. In such instances, the food quality must comply with the Department of Environmental Conservation's 18 AAC 31, Alaska Food Code, May 18, 1997. 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.

10. ADDITIONAL MEALS

Additional meals may be required at each facility. The Site Administrator or Designee at each 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 Site Administrator and the Contractor upon the first use of this request.

State staff and facility guests must be able to purchase meals from the Contractor if prior notice is given to the Contractor as outlined above. All purchased meals must be served with the same portion policies as applicable to Elders. Contractor will provide meals (including festive/family meals) for volunteer/entertainers/visitors at the States' request at the special event pricing provided in the proposal. The Site Administrator or Designee may approve for volunteers and entertainers' meals to be paid for by the facility. The Contractor will bill these approved volunteers and entertainers' meals to the facility monthly.

The prices for additional meals (breakfast, lunch, dinner, and special events) must be provided in the methodology section of the proposal and will be part of the resulting contract developed from this solicitation.

The Contractor will collect the payment for food and beverages sold to guests and employees of the facilities. These receipts become the property of the Contractor. The State encourages the Contractor to develop a staff and guest incentive program that will offer both employees and guest debit cards or meal punch cards.

11. QUALITY ASSURANCE

For quality assurance purposes, Site Administrators should be provided free of charge one meal per day when in work status. The daily meal should be of the same quality, quantity and consistency as the meals served to the Elders at each facility. A limited number of other free meals will also be provided to the Director, members of the Pioneer Homes Advisory Board and various elected officials.

SAMPLE MENU

While the menu may vary from contract location to contract location, the same menu shall be followed in all dining areas of a contract facility, including puree meals, except for impractical situations such as salad bars.

At least three meals or their equivalent must be served daily, at regular times, with not more than a fourteen-hour time span between the evening meal and breakfast, unless ample nourishments including sack lunches for late admissions are provided both between meals and after meals.

All meals at the Pioneer Homes shall meet or exceed the following sample meal plan.

Breakfast: Fresh fruit and juice, eggs, breakfast meat, hot/cold cereals with milk, toast and/or other breakfast breads, decaf and regular coffee, tea and milk

Lunch: Choice of two hot entrées, soup, potato or other starch, vegetable; salad bar 5 days per week with the other 2 days having a choice of 2 prepared salads, choice of two fruits, dinner rolls and butter, desserts, regular and decaf coffee or variety of tea and milk.

Dinner: Choice of sandwich or hot entrée, hot soup, bread and butter, choice of two fresh fruits, choice of two salads, dessert, regular and decaf coffee or variety of tea and milk or sugar free punch.

Night Nourishments: Snacks such as sandwiches, puddings, lunchmeats, cheeses, granola bars, fresh fruits, yogurt, cereal bars, cookies, chips, regular and decaf coffee or variety of tea, hot chocolate and sugar free punch.

Snacks The Contractor must make a variety of snack foods available for the Elders throughout the day.

Examples of snacks include crackers, peanut butter, cold cereals, fresh fruits, breads, pudding, yogurt, decaffeinated and regular coffee, milk, sugar free punch, condiments and other protein sources as required by Medical Providers, the Dietitian and Nurses. This includes stocking of snacks, drinks and other food items in each of the neighborhood refrigerators to ensure elders have access to food 24/7 as outlined in Medicaid Waiver regulations. Snacks excluding coffee and tea are for sole consumption of Elders and not for guests or employee consumption.

A cook-to-order or restaurant style option may replace an alternate menu item.

Leftovers from previous meals such as eggs, toast, casseroles, sandwiches or cereal are not considered substitute for a hot entree. The State prohibits the re-heating of previous menu items for use as the main course except as specifically approved in writing by the Site Administrator or Designee.

A variety of “Night Nourishment” snacks must be offered to the Pioneer Home Elders. These nourishments will be prepared daily and must be varied and available at or delivered to the unit before the dinner hour or with the dinner meal.

12. SPECIAL MEALS AND EVENTS

The proposal must include narrative statements that describe the Weekly, Monthly, Annual and other special events that the offeror is able to provide.

Contractors are invited to recommend special meals and events. The cost of any additional events recommended or offered by the Contractor must be included in the Single Meal Rate offered in response to this RFP. Special meals and programs must be scheduled with prior approval of the Site Administrator or Designee and the Food Service Committee or other appropriate committee if applicable.

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.

The Pioneer Homes will recognize a special event as meeting the festive meal requirement for the month of service. The Contractor shall make allowances for all food products donated for special events. For example, if an outdoor picnic is planned that hosts guests, and food items are donated by others such as the Resident Council, the Contractor will adjust food costs for such donations. Acceptance of donations will be approved at the discretion of the Contract Facility Manager at each facility to ensure food quality.

Beverage service will be provided for special events. Beverages may be coffee (regular and decaf), tea, fruit punch, sparkling cider or other similar product.

At the Pioneer Homes, as part of the recreational program, basic food supplies such as cake mixes, eggs, flour, sugar and butter may be used by Elders and staff for Elder directed activities.

Weekly

One special event per week: A special event is defined as a food service function usually with other department support, such as activities, in which the Contractor provides items that are presented in a manner different from regular meals. Elder’s guests and state employee may partake in these special events at no additional cost to the state. For example, ice cream social may be served from large containers, or cookies or cheese and crackers may be arranged on festive trays. Beverages such as coffee, tea, punch or juices will also be offered.

One food sensory activity per week: Sensory stimulation activates senses; taste, smell, vision, hearing and touch. Cooking activities can stimulate senses for elders and is important to create a home like environment, while triggering memories, encourages appetite and encourages elders to engage in the home, for example, making bread in the neighborhoods, cooking soups, baking cookies or pies. This should be done in each neighborhood and in coordination with other department support.

Monthly

One festive meal will be provided each month: Normally, festive meals will follow recognized national or traditional holidays. However, local preferences may be arranged through the Contractor, the Site Administrator or Designee and the Food Service Committee or other appropriate committee if applicable. The Contractor will also provide one unified birthday party per month, unless otherwise provided by a local organization. If the Contractor does not incur expenses related to a birthday party sponsored by another organization, the Contractor shall provide a replacement event

Annually

The Contractor will provide food service for one annual event per home to be determined with each Site Administrator to ensure coordination across the department occurs.

Occasionally

On occasion, an Elder will have a private party at the Home. Elders may make their own arrangements with the Contractor, but the Elder, not the State is responsible for any costs beyond normal operating costs. The State will provide all normal equipment and rooms, utility costs and non-consumable supplies. The individual Elder will be responsible for any additional Contractor labor costs associated with the event, special supplies, and the provision of food and beverages.

The Contractor will provide box lunches for Elders who are scheduled to take field trips, or Elders who will be off premises. Requests for box lunches must be submitted to the Contractor in writing by a Nurse or designee at least 24 hours in advance.

Periodic special events may require the Contractor's support such as significant facility anniversary dates. Such events normally will coincide with either lunch or dinner. The Contractor will provide food service for the regular planned menu (excluding festive or family meals) equal to the regular Elder meal count for that meal. The Contractor may charge the facility for any additional meals required during a special event if advance arrangements have been made with the Site Administrator or Designee. The fee charged for any additional meals provided by the Contractor shall be based on the Single Meal Rate offered in response to this RFP. An example of a special (occasional) event could be a resident's 100th birthday meal in which the Administrator has invited dignitaries and guests to participate.

Modifications to special meals and events based on the preferences of the elders may be made and agreed upon by the home's Administrator and contractor as long as the modifications is equivalent or equal value.

13. FOOD PREPARATION EQUIPMENT

The State will provide all food preparation equipment as presently installed in the facilities. An inventory of this equipment will be taken by the successful bidder and each Site Administrator or Designee during the transition period.

Equipment listed on the inventory is the property of the state. No state-owned equipment will be removed from the facility for any purpose, except with advance approval, in writing, by the Site Administrator or Designee. The Contractor must not rearrange any of the equipment or furnishings present in the facility without prior written approval from the Site Administrator or Designee.

Throughout the contract period, or any extension thereof, the State will maintain, adjust, and repair state owned facilities including the food preparation equipment located at each facility and furnished for the use of the Contractor in a manner satisfactory to the state. It will be the responsibility of the Contractor to report to the Site Administrator or Designee, in writing, any condition that indicates that maintenance, adjustment or repair of the facilities or equipment is advisable or required. Failure by the Contractor to report equipment or facilities in need of

maintenance or repair shall be considered negligence, and the Contractor will be liable for any damage to or deterioration of state-owned installations or equipment. Kitchen ventilation equipment will be used in accordance with National Fire Protection Association code NFPA 96 - Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations.

14. HEALTH CERTIFICATIONS

The Contractor must maintain all applicable Federal, State, and local health certification(s) for the duration of the contract and provide a copy of renewed certificates annually. The Contractor must meet all applicable Federal, State, and local health regulations in preparing and serving meals at all contract locations. The Contractor will be responsible for all costs associated with maintaining certification(s).

15. FOOD PREPARATION AREA CLEANING

Daily, weekly and monthly cleaning procedures must be implemented at all locations utilized in delivering the services required under this contract to comply with all applicable state laws, regulations, and licensing requirements. A copy of the procedures must be provided to the State upon reasonable request. The Contractor will be responsible for the cleanup of all areas utilized by the Contractor in each facility.

16. FOOD PREPARATION SITE

The food provided under this contract will be prepared on site in each of the Pioneer Homes. All locations used to prepare food must meet all federal, state and local government requirements for a food preparation area.

17. SUPPLIES AND EQUIPMENT

- a. Equipment must be ready for use at all times of the day and night to serve the Elders' needs. Care should be exercised during the handling and use of all equipment to prevent damage or breakage.
- b. Economy should be practiced, and waste avoided in the use of all supplies. Willful destruction or waste of supplies by a contract employee will be grounds for dismissal.
- c. The State will replace and furnish additional equipment as necessary and as provided in the annual budget.
- d. Upon termination of the contract, the Contractor will leave all furniture, fixtures and equipment furnished by the State, clean and in good condition, allowing for ordinary wear and tear.
- e. Food Service Items: The Pioneer Homes will provide the initial food service items such as plastic tableware, pots and pans, carts, china, flatware, glassware and trays as shown on an inventory conducted by the Contractor and the Site Administrator or Designee during the transition period, and identified as Food Service Items Inventory. It will be the duty of the Contractor to inventory such equipment and food service items as deemed necessary by the Contractor during the year. However, an annual inventory is required in April of each year. A copy of the annual inventory shall be provided to the Site Administrator or Designee no later than May 15th of each year. A

comparison to the initial and previous year's inventory with a list of replacement items to be purchased by the Contractor in order to maintain original inventory.

Following the inventory, and regardless of the cause of damage, loss or pilferage, the Contractor will, at their cost, replace any and all such food service items in the quantity necessary to restore the count of each item on hand to the level as given in the original Food Service Items inventory conducted during the transition period. The replacement food service items furnished by the Contractor in fulfillment of this responsibility must conform exactly to weights, standards, patterns, and brands of the chinaware, flatware, glassware and trays originally provided by the facility, if the same are obtainable.

No exceptions to the above will be made by the Contractor without the express written consent of the Contract Administrator or Designee even if prices have increased at the time the Contractor purchases replacement items. The State assumes that normal wear and tear of food service items, minor pilferage, and minor breakage are the normal costs of doing business, and such costs must be borne by the Contractor. It will be the Contractor's responsibility to ensure appropriate controls are in place to minimize such losses.

18. ZERO COST FOODSTUFFS

Zero cost foodstuffs include food donated to the facilities from family, friends, or other organizations and all Medicare or insurance reimbursed items, such as various supplies and formulas for tube feedings which are Medicare or insurance reimbursable.

Medicare or insurance reimbursement for tube feedings shall require the Contractor to complete the necessary forms for the Elder and submit these forms directly to the government. The Contractor will make tube feeding supplies available for the Elder.

19. FOOD SERVICE PURCHASING

The Contractor shall be responsible for the purchase, delivery and payment of all food utilized at each contract facility. Food purchases must be of high quality and meet the standards as outlined in Attachment 2, Raw Food Specifications. The Contractor shall be responsible for the provision of all appropriate condiments in individual packets or bottles at the preference of the home. All food items purchased shall be invoiced to the Contractor's account. Under no circumstances will any shipments be invoiced to a contract facility.

20. FOOD INVENTORY

The Contractor must maintain a two-week food supply at each Home at all times.

The State will furnish an initial usable inventory of foodstuffs at the Pioneer Homes at the beginning of the contract period. The Contractor will purchase the inventory outright from the Facilities and deduct the full amount from the initial billings. The value of the foodstuffs will be effective to the beginning of the contract based on prices no greater than the price originally paid by the previous Contractor, including freight and handling fees. An inventory of foodstuffs will be conducted by the Site Administrator or Designee and the Food Services Supervisor at each facility during the transition period.

At the termination of this contract, the State agrees to purchase from the Contractor, at prices no greater than the price originally paid by the Contractor, including freight and handling fees, the remaining food inventory which, in the opinion of the State, is of good and usable quality.

21. FOOD STORAGE

- a. All food storage areas and regardless of location will be kept clean at all times.
- b. All foods or food items not requiring refrigeration will be stored above the floor, on washable shelves, racks, dollies or other surfaces which facilitate thorough cleaning, in a ventilated room, not subject to sewage or waste-water back flow or contamination by condensation, leakage, rodents, or vermin. Unpainted or unfinished shelving is unacceptable. All packaged food, canned foods, or food items stored will be kept clean and dry at all times.
- c. All readily perishable foods or beverages will be maintained at temperatures of 7°C (45°F) or below, or at 60°C (140°F) or above, at all times, except during necessary periods of preparation and service. Frozen foods will be stored at minus 18 C (0°F) or below at all times. At the Pioneer Homes, there is an accurate thermometer in each refrigerator and freezer and in storerooms used for perishable foods. All foods stored in walk-in refrigerators and freezers will be stored above the floor on shelves, racks, dollies, or other surfaces that facilitate thorough cleaning as described above.
- d. Leftovers must be stored and used properly.
 - 1) All leftover foods will be properly covered, labeled, dated and refrigerated immediately.
 - 2) Leftover foods are to be stored in shallow pans or small batches for rapid cooling within four hours.
 - 3) Leftovers should be utilized at the next meal if possible. Any leftovers remaining after three days will be discarded. Cooks will check the refrigerators daily for outdated leftovers and dispose of them.
 - 4) The Contract Facility Manager will supervise the use of leftovers and write the instructions for their use on the proper production chart.
 - 5) Gravies and sauces will not be retained as leftovers for longer than 72 hours, and any food mixed with mayonnaise will not be retained as leftovers for longer than 24 hours.
 - 6) Leftovers from mechanical, soft, or pureed diets will not be used.
 - 7) Spoiled or contaminated food will not be served.
- e. Pesticides and other toxic substances and drugs are not to be stored in the kitchen area or in storerooms for food or food preparation equipment and utensils.
- f. Soaps, detergents, cleaning compounds or similar substances are to be stored in separate storage areas.

22. NON-PAYMENT OF MEALS

The Pioneer Homes will not pay for any meals that are spoiled or unwholesome at the time of service or otherwise do not meet the specifications of this contract.

23. RECORDS AND COMPUTERIZATION

The Contractor must maintain a computerized record keeping system which:

- a. Provides complete information about revenues and expenditures in accordance with generally accepted accounting practices and principles.
- b. Provides records of all income, receipts, disbursements and expenses of the business and operations related to this agreement.
- c. Provides retention of the records by the Contractor at the contract facility for the period required by applicable state and federal laws or for one year, whichever is longer.
- d. Makes all records available, at all reasonable times for inspection or audit by the State.
- e. Regularly provides standardized recipes, production sheets, diet modifications, nutrition analysis of foods served, and any special diets served specific Elders.

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

The contract facilities maintain medical records systems that include dietary orders. As specified in the Minimum Qualifications section of this RFP, the Contractor's management employees must have at least one year of experience in the operation of microcomputers in order to input specific Elder information into the Homes' medical record system. The computers and printers shall be owned by the State with printer supplies including paper being provided by the Contractor. All software shall be owned by the State.

The Alaska Pioneer Homes utilizes an Electronic Health Record (EHR) system to track elder demographics, care plans and goals, documentation of daily care and services in addition to other related information. It is expected that the contractor would utilize this system for documentation related to nutrition and dietary goals for each elder. The Alaska Pioneer Homes will coordinate training with the contractor for the system and establish a timeline for contractor to fully utilize all relevant modules. It is the expectation that the EHR would be the only record-keeping system used for dietary orders and notes.

24. COMPLIANCE

The offeror's proposal should illustrate clearly and understanding of the compliance requirements as described in this section.

The Contractor must comply with all applicable laws, regulations, and ordinances related to the duties to be performed. Of special importance is the absolute requirement that the Contractor manage its areas of responsibility to the standards specified by the various state and federal licensing agencies as well as the maintenance of all applicable health certifications. The Contractor must be aware of any and all changes to all applicable laws, regulations, and ordinances related to the duties to be performed, and adjust accordingly to ensure continued compliance with all requirements.

The Contractor must also be in compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use under non-exempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. The Contractor shall report any violations to the Contracting Agency and to the USEPA Assistant Administrator for Enforcement (EN-329). In addition, the Contractor must conduct all program operations in accordance with 7 CFR parts 210,215,220,245 and 250 as well as FCS instructions and policy.

25. RELEASE OF INFORMATION

- a. Only the Site Administrator, or a Designee, may release information about the facility, Elders, or State employees to external people, agencies, or companies.
- b. All information concerning an Elder's medical condition or medical treatment is confidential and may not be released to anyone without the prior written consent of the Elder or their representative.

26. ELDERS RIGHTS

- a. Elders are entitled to exercise their rights, privileges and preferences to the fullest extent possible.
- b. Contract employees must make every effort to assist Elders in exercising their rights and to ensure Elders are always treated with respect, kindness, and dignity.
- c. Contract employees must allow Elders to take the time they desire to eat their meals in an unhurried, pleasant environment without strict timelines.
- d. Copies of Elders' rights are posted or available at the facilities in booklet form. The Contractor will ensure compliance by their staff.
- e. Contractor staff who access the EHR will sign confidentiality notices, complete DFCS HIPAA Training (the same training DFCS staff are required to complete) and follow privacy rules under the Health Insurance Portability and Accountability Act, or HIPAA to protect Elder's information.

27. SITE INSPECTIONS

The State shall be allowed to conduct unannounced onsite quality control inspections. The site inspections are to ensure that conditions of the contract are being met in respect to serving temperature, presentation and quality of food being served and the overall interaction between the Contractor's staff and the facility's staff.

The site inspections will also allow the State to ensure the required food service is in conformance with all applicable program regulations.

28. ACCIDENTS OR INCIDENTS

Accidents and incidents involving contract employees shall be reported immediately to the appropriate Facility Contract supervisor. The supervisor will inform the Site Administrator and direct the involved employee to the proper reporting procedure based on the contract facility's policies and procedures including the Unusual Occurrence Report (UOR) or Incident Report (IR).

30. COMMUNICABLE DISEASES

If any employee has symptoms or signs of a communicable disease, or infected skin lesion, the employee will not be permitted to return to work until such time they have provided the facility with a signed and dated medical provider's certification that they are free of any contagious, infectious or communicable disease, and that they are able to resume their assigned full duties.

Employees will participate in each facilities infection control program and:

- a. Attend all required staff education programs,
- b. Practice universal precautions as the method of infection control; and
- c. Comply with the policies for preventing the transmission of disease at each contract facility.
- d. Accidents and incidents involving contract personnel shall be reported to the appropriate contract supervisor. The contract supervisor will report the incident to the Site Administrator who will direct the involved individual to submit a report based on the policies and procedures in place at the facility, such as an Unusual Occurrence Report (UOR) or Incident Report (IR).
- e.

30. INSPECTION OF PACKAGES

The facilities reserve the right to inspect any package being brought into or taken from the premises. The refusal of a contract employee to permit inspection of such packages may be grounds for disciplinary action, up to and including dismissal.

31. HAZARDOUS OR TOXIC SUBSTANCES

The Contractor will ensure that all Safety Data Sheets for all chemicals used by the Contractor are provided on site, and that such data sheets have been reviewed and approved by the appropriate review committee in each facility (if applicable). The Contractor will maintain records which document that all employees working for the Contractor have received training and attended safety seminars informing employees of the location, purpose, and proper use of all chemicals as well as the location and usage of protective equipment that is available on the premises.

A. All toxic substances will be identified and labeled prior to being used.

B. Labels will contain at least the following data:

- 1) Name of the substance
- 2) First-Aid/emergency treatment
- 3) Antidotes Proper and safe handling and disposal methods for the substance
- 4) Health effects
- 5) Potential for fire/explosion/spills
- 6) Chemical Reaction

C. A Safety Data Sheet must be posted in each supply room where chemicals are stored.

D. Biohazard materials will be labeled and handled according to Pioneer Homes' policy.

32. FIRE AND SMOKE BARRIER DOORS

Many of the facilities are equipped with automatic Fire and Smoke Barrier Doors, the doors provide a safer environment during an actual emergency. If a facility is equipped with Fire and Smoke Barrier Doors, they must be kept closed at all times, except those that are held open by an electric built-in magnetic device that will automatically close when the Fire Alarm System is activated, or power failure occurs. Fire and Smoke Barrier Doors will not be blocked at any time or be held open by any means other than the automatic holding device built into the door.

33. NON FOOD STORAGE AREAS

- a) All storage areas will be kept free from the accumulation of trash, rubbish, oily rags, and paper at all times. Flammables and combustibles shall not be stored in areas where intense heat or open flame devices could ignite such matter. Janitorial supplies or other cleaning abrasives, toxics, caustics, and or flammables shall be stored in areas that are separate from food storage rooms and inaccessible to Elders. These items will be stored in compliance with all applicable fire regulations and state food preparation codes.
- b) Gasoline shall not be stored within the facility at any time.
- c) Oily rags, etc., shall be stored in metal containers with tight fitting covers.

34. ISOLATION

Occasionally, it becomes necessary to isolate Elders for infection control purposes. When this becomes necessary, special isolation procedures must be followed. All personnel will be trained in the infection control (if applicable) methods to use and must follow procedures as established.

35. EXPOSURE REPORTS

- a) It is the policy of all facilities to fill out and complete an Exposure Report Form and Workers' Compensation form for all known exposures to body fluids. Should a contract employee splash blood or body fluids that contain visible blood into their eyes or mouth, or spill blood or body fluids that contain visible blood onto their skin where there is a cut, wound, chapped skin, or a skin rash, the exposed area should be immediately washed and the incident must be reported to the employee's immediate supervisor.
- b) All needle sticks or cuts will be reported.
- c) Work practice procedures designed to prevent toxic or pathogenic exposure incidents will be followed.

36. CLEANING AND MAINTENANCE

- a. The premises, equipment and facilities will be maintained throughout the life of this contract and any renewals in a condition satisfactory to the facilities. The Contractor will adhere to the highest standards of cleanliness and sanitary practices to ensure continual sanitation in all functions and matters related to the execution of the terms of the contract.
- b. The Contractor shall provide complete cooperation and access to all food service products during the inspection of food service facilities by state and local health and environment safety personnel, and safety and sanitation personnel. These inspections may be at the request of the facility or on said agency's own discretion. A management representative of the Contractor will conduct equipment and facilities maintenance and sanitation inspections quarterly. Copies of all reports produced by vendor representatives who normally provide checks and reports as part of their equipment or product service will be furnished to the Site Administrator or Designee by the Contractor. The Contractor must implement corrective operating measures required as a result of these inspections and reports within ten days of notification, and with mutual agreement of the Site Administrator or Designee.
- c. The Contractor will provide all supplies necessary for maintaining the cleanliness of the physical areas for which the Contractor is responsible.
- d. The Contractor will provide and maintain an adequate inventory of cleaning towels, and pot holders. The Contractor housekeeping and laundry staff or separate laundry Contractors will be responsible for the laundry and cleaning of these items.
- e. The facilities will provide waste containers in the dining areas in sufficient quantity to maintain sanitary standards for trash disposal. Waste containers will be kept in a clean and satisfactory condition at all times. The containers must be emptied as often as necessary by the Contractor to maintain sanitary conditions. The Contractor will be expected to see that the entire service area meets minimum standards of orderliness at all times.
- f. The Contractor is responsible for cleaning walls, ceilings, drapes, windows, light fixtures, and floors.
- g. The facilities will furnish and maintain all fire extinguisher equipment. The Contractor must notify the facility immediately of any fire extinguisher use.
- h. Facility maintenance staff and/or Third-party contractors are responsible for fire and life safety systems including the periodic cleaning of hood products, and related vents and fans. Contractor should notify facility if it is noted hood needs cleaning.

37. KEY CONTROL

- A. The Contractor is responsible for control of all keys and key cards issued by the facilities to the Contractor and the security of those areas for which the Contractor is responsible.
 - 1) The Contractor will immediately report all changes to their staffing (new hires, separations) to the Site Administrator or Designee to facilitate key control.
 - 2) The Contractor is responsible for immediately reporting all facts relating to security breach and/or losses incurred as a result of misuse of access.
- B. The facilities are responsible for the costs of re-keying and replacing lock cylinders in general. However, the Contractor will be responsible for replacement of lost keys and key cards and the cost of re-keying and replacement of lock cylinders required as a result of Contractor negligence or loss of keys or key cards by the Contractor's employees.

38. OPERATIONAL PLANS

The Contractor must actively cooperate with, and participate in, the facilities many programs to assure quality care for Elders. Examples include, but are not limited to, individual Elder care plans, quality assurance, infection control, safety and safety programs, and other related management programs.

39. GRATUITIES

Occasionally, the Contractor will find that Elders and families wish to give gifts for doing special favors. The acceptance of such gifts is prohibited. Each contract employee will be prohibited from taking any personal gratuity, such as money, jewelry, or any other gift. However, small acts of kindness such as receiving candy, cake, or cookies are acceptable, provided they are shared with co-workers.

40. PERFORMANCE EVALUATION

- a. Each facility may have a Food Service Committee or other appropriate committee which may include Elders, family members, responsible parties and staff. Committee members will meet with the Contractor's representatives at least quarterly, preferably monthly. The Contractor will take positive action on all reasonable requests of the committee and provide responses to all such requests.
- b. Once per year, the Contractor will conduct a written food preference and service survey for Elders at the expense of the Contractor. The survey process will proceed with the advice of the Food Service Committee and Site Administrator or Designee. The Food Service Committee may assist the Contractor with the advance publicity, survey, and the follow-up to the survey. Results of the survey will be tabulated by the Contractor and forwarded to the Food Service Committee and the Site Administrator or Designee within 14 days.

- c. The Contractor will provide a method for performance evaluation of the Contract Facility Managers on a semi-annual basis and will provide a copy the evaluation to the Site Administrator. Input will be solicited from the Site Administrators before the performance appraisals are completed.

41. STAFF COURTESY

- a. All state and contract employees are required to address the Elders in each facility in the fashion the Elders prefer.
- b. All staff will speak or write in English when communicating with Elders and other employees while in work status. Staff members that speak languages other than English, which is an Elder's preferred language, may converse with the Elder in that language.
- c. The workplace atmosphere should be calm, organized, and as quiet as possible. All personnel are required to refrain from making loud noises, talking in a loud voice, shouting from one room or section, to another, or permitting the sound level of radios to disturb the Elders, their families, or visitors.
- d. Employees should address all complaints received from Elders, family members' visitors and others according to the Facilities policies and procedures.

42. APPEARANCE AND GROOMING

All employees will be dressed and groomed in a manner that is appropriate to their working conditions. Radical departure from conventional dress or personal grooming will not be permitted.

- a. All employees will be required to wear clean, neatly pressed and properly fitting street clothes.
- b. Perfumes and strong fragrances are not permitted.
- c. Large jewelry may present a safety hazard and must not be worn while on duty. Watches and rings are acceptable.
- d. Employees should maintain proper hygiene. Body odors are offensive to Elders and coworkers. Department supervisors that encounter poor employee hygiene should discuss these matters privately with the employee. If a contract employee continues to demonstrate poor hygiene, disciplinary actions may result.
- e. An employee's hair should be kept clean and arranged neatly so as not to interfere with the employee's assigned duties.
- f. Male employees will either be clean-shaven or maintain a well-groomed beard or mustache.
- g. Depending on an employee's duty assignment or work area, employees may be required to wear a hair restraint.

- h. Should an employee report to work improperly dressed or groomed, the department supervisor must instruct the employee to return home to change. Employees will not be permitted to work when they are improperly dressed, nor will employees be compensated for the time they are away from work.
- i. Employees must follow all applicable food service sanitary practices including use of hairnets, hand washing, and reporting illness. Employees with health problems which pose a risk to sanitation will be temporarily relieved of their duties.

43. NON-DISCRIMINATION

- a. Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Equal Employment Opportunity Act, provide that no person in the United States, on the grounds of race, color, religion, national origin, age, sex, or handicap, be denied the benefits of or be subjected to discrimination under any of our programs, activities, financial assistance programs, admission policies, training programs or employment practices. Additionally, the Americans with Disabilities act of 1990 (ADA) makes it unlawful to discriminate in employment against a qualified individual with a disability. The ADA outlaws discrimination against individuals with disabilities in the Facilities.
- b. The facilities are operated in accordance with the above Acts, and waiting rooms, public toilets, employee toilets, locker rooms, and dining facilities are available to all personnel without regard to race, color, creed, national origin, religion, age, sex, or handicap.
- c. Discrimination of any form, including ethnic slurs and jokes, will be promptly reported to the Site Administrator or Designee. Any person who feels he/she has not received treatment in accordance with our policies and procedures may submit a complaint to the Site Administrator, or to agencies listed on the Discrimination notice posted on the employee bulletin board.

44. PERSONNEL POLICIES

Personnel policies must be developed by the Contractor and followed by all personnel employed by the Contractor. These policies and procedures developed by the Contractor must comply with all applicable Federal and State workplace standards as well as all policies and procedures in place at the contract facilities. A copy of the personnel policies developed must be provided to the Site Administrator upon reasonable request.

45. WORK SCHEDULE

In general, the Contractor must adhere to established work schedules in each of the contract facilities. All work schedules must be approved by the Site Administrator or Designee. The Contractor shall ensure compliance with the Contract Work Hours and Safety Standards Acts involving Food Service Workers whose duties are manual and physical in nature per OMB Circular A-102, Attachment O, paragraph 14.f.

46. STAFF MEETINGS

Occasionally the staff meetings held by the state facilities are mandatory. If a mandatory staff meeting is held, all personnel, including the Contractor and the Contractor's employees, are required to participate.

47. STAFF TRAINING

Occasionally the facilities will conduct mandatory staff training sessions. Advance notice of all training programs will be provided to the Contractor. All state personnel, the Contractor and the Contractor's employees, are required to participate in the mandatory offerings. The State will pay the cost of instruction; however, the Contractor will pay for employee's time. While the list below is intended to be representative, all state personnel and contract employees must participate in every mandatory training offered at each contract facility.

With each Pioneer Home facility offering a different set of training programs, the Contractor should expect their employees to participate in some of the following mandatory trainings sessions:

- a. Employee Orientation - All newly hired personnel will be required to attend an orientation class.
- b. Fire and safety
- c. Dementia
- d. Vulnerable Adults
- e. Elder Directed Care and Culture Change Principles
- f. In-house Eden trainings
- g. HIPAA and other aspects of confidentiality
- h. Critical Incident Reporting mandated by Medicaid regulations
- i. Understanding basic mental and physical limitations of Elders and how to display this understanding.
- j. The Contractor will provide monthly in-service training classes for their employees that relate to each employee's specific job duties.
- k. The Contractor's Dietitian will offer two nutrition related in-service classes each year at each Pioneer Home.

In addition to the above training courses, the Contractor must keep an on-site list of trainings that are provided to their staff on task specific topics to include all training required by OSHA, the Food Code and any other training required to ensure the Contractor remains in compliance with all federal, state, and local laws, regulations and policies. This training list must be provided to the State upon reasonable request.

48. EMPLOYEE BACKGROUND CHECKS AND FINGERPRINTING

All contract employees in the facilities must comply with the hiring process described in 7 AAC 75.220 and 7 AAC 75.240. Any persons who have been convicted of either a felony or misdemeanor listed in 7 AAC 10.905 will not be allowed to enter the facility. For Contractor employees that will enter one of the contract facilities, the Contractor must have on file the following information prior to hire:

- The names, address and phone numbers of three character and two employment references
- Evidence that the employee is free from pulmonary tuberculosis
- Proof of age – general contract employees must be at least 16 years of age, and supervisors at least 21 years of age
- Evidence a complete application for background check has been submitted to the Department of Health and Social Services Background Check Unit (BCU) as outlined in 7 AAC 75 10.910
- Provisional background clearance from the BCU

Copies of the above items must be maintained on the facility premises.

Once a potential contract employee is identified, the Contractor must notify, and work in conjunction with, the facility to submit the completed application for background check to the BCU.

If, after hiring, the results of the employee's fingerprint criminal background check reveal a barrier condition as listed in 7 AAC 10.905, the employee will be terminated.

It is the Contractor's responsibility to apply the above statute and regulations in the hiring process for the facilities. Contract Facility Managers must apply the same process to all potential employees. The Contractor must reimburse the State for any costs incurred relating to the background check process for contract employees.

49. DIETETIC SERVICES - PROVISION OF DIETETIC SERVICES

The Contractor must provide a Registered Dietitian recognized by the American Dietetic Association to consult with staff, Elders and the Elders' Medical Providers. The Dietitian must be licensed in the State of Alaska and a copy of the license must be provided to the State with the proposal.

The Dietitian will be located in the Anchorage Pioneer Home and will provide Dietetic services to all Pioneer Homes with the onsite services being provided between 8:00 a.m. and 5:00 p.m. Monday through Friday.

The Dietitian will supervise diet preparation at all six of the Pioneer Homes. The Contractor shall certify that all menus have been reviewed and approved by the Dietitian. The Dietitian will complete nutritional assessments at least quarterly or more often if necessary for each Elder, maintain charts for each Elder and supervise diet preparation to maintain a high level of quality.

The Dietitian will provide system wide oversight of dietetic services. The Dietitian must be available telephonically if they are not located in or at specific site. On a quarterly basis, the Dietitian located at the Anchorage Pioneer Home must travel to each Pioneer Home to consult with Elders and staff.

50. RESPONSIBILITY OF DIETETIC CONSULTANTS

The offerors proposal should clearly illustrate a thorough understanding of the Dietetic Consultants responsibilities as outlined in this section.

The consulting Dietitians must ensure all Elders' nutritional, therapeutic, psychosocial, and special dietary needs are met. Specifically, the Dietitians will:

- a. Be responsible for assuring a safe diet for each Elder. The Dietitians will consult with the medical provider, pharmacy, and staff regarding Elders' food allergies, food intolerances and food/drug interactions and take appropriate action to resolve problems or concerns as required at each facility.
- b. Ensure each Elder's nutritional needs are met in accordance with the current edition of the Recommended Dietary Allowances of the Food and Board of the National Research Council.
- c. Ensure the general diet contains the four basic food groups and provides adequate protein intake and a reasonable variety of foods.
- d. Ensure special diets are provided as prescribed by the Elder's licensed health care provider, elder or elder's responsible party.
- e. Ensure special diets are planned in advance, prepared, and served as ordered.
- f. Ensure a copy of the special diet is retained on file for future reference.
- g. Perform dietary assessments using established assessment tools and review care plans for individual Elder's needs. Participate in the facilities care plan conferences if applicable.
- h. Ensure dietary assessments at the Alaska Veteran's and Pioneer Home are performed and documented within 14 days of an Elder's admission.
- i. Ensure food products meet the intent of the contract
- j. Additional Dietetic Responsibilities:
 1. Schedule visits to all Pioneer Home Facilities on a quarterly basis to ensure that the professional dietetic service requirements of the facility are met. Allow adequate time to observe the preparation and serving of food at mealtime in each facility during site visits.
 2. Schedule instructional and consultation visits throughout the week, and on evenings and weekends, as necessary to meet the needs of Elders and family members.

3. Provide the Site Administrator with oral and written recommendations for the dietetic service and plans for implementation, if appropriate.
4. Counsel Elders and their families about regular or special diets.
5. Review and approve all regular and special menus.
6. Participate in staff meetings and in the development of written plans for in-service training and offer training for dietetic service employees at least quarterly.
7. Maintain in Elder's electronic medical records any dietary communications/ assessments/ recommendations/changes initiated by the Dietitian. Recording of information may be entered into EHR system directly by the Dietitian or scanned in by designated personnel.

51. LICENSURE AND REGISTRATION OF PERSONNEL

Dietary personnel who require a license or certification must present verification at the time of employment. A copy of the license and any subsequent license renewals must be kept on file in the Contractor's personnel office. A copy of the license or certification must be provided to the State upon request.

52. REQUIRED REPORTS

The following reports must be submitted to the Site Administrator within the timeframes outlined below:

- a. Various Management reports to be defined by the Contractor, Procurement Officer and or the Site Administrator. The management reports must be submitted to the requestor within 14 working days from the receipt of a written request.
- b. Financial and Informational reports must be submitted quarterly and upon written request.
- c. Itemized meal served reports must be submitted on a monthly basis for comparison to each facilities daily Elder census reports. The reports shall be submitted to the Pioneer Home's central administrative office with the monthly invoices.
- d. Accident and Incident reports must be submitted within 24 hours of the accident or incident.
- e. Breach of Security Reports must be submitted immediately

53. EMERGENCY OR DISASTER JOB ASSIGNMENTS

The items provided in this section are included to further define the expected standards of performance on the part of the Contractor and its employees while working in the various Pioneer Homes. The requirements listed below are in addition to the other requirements outlined this RFP.

It is the policy of all facilities to assign all personnel specific tasks to perform during emergency situations. Section supervisors are responsible for assigning their respective employees to such positions.

- a. Periodic in-service training classes will be conducted to keep all personnel informed of changes in fire safety and disaster preparedness plans.
- b. In addition to orientation and in-service training classes, contract employees will be required to participate in fire drills and other disaster preparedness exercises.
- c. In the event of an emergency or declared disaster, contract employees are required to report to the Homes and assist as directed in the relief effort.

54. HIRING

The Contractor is responsible for hiring, training and supervising Contract employee staff in accordance with the provisions of this contract.

55. MANAGEMENT PERSONNEL

The offerors proposal should clearly illustrate that the offeror has a thorough understanding of the Management, Personnel and Food Services Supervisors responsibilities in relation to the Pioneer Homes.

The Contractor will employ, train, and supervise appropriate Management Staff responsible for the day-to-day operations at each contract facility. Listed below are minimum management staffing requirements for each location. The Contractor is responsible for paying wages that are reasonable and will ensure retention of qualified employees. The Contractor is encouraged to consider the cost of living of individual communities when setting employee wages.

Location	Position
Contractor Designated Location	Contract Executive Manager
Fairbanks	Contract Facility Manager
Juneau	Contract Facility Manager
Ketchikan	Contract Facility Manager
Palmer	Contract Facility Manager
Sitka	Contract Facility Manager
Anchorage	Contract Facility Manager
Anchorage	Registered Dietician

The Contractor will provide suitable qualified interim personnel when regular employees are not available. The length of absences and required coverage remain unchanged during planned, or anticipated absences, such as vacations and staff turnover. If an absence is unplanned, such as an illness, then coverage must be provided as follows:

Absent Staff Title	Length of Absence	Coverage Required
Contract Executive Manager	Over 10 days	Full-time replacement
Contract Facility Manager	0-10 days	Coverage negotiated with each home
Contract Facility Manager	Over 10 days	Full-time replacement
Registered Dietician	0-10 days	Coverage negotiated with each home
Registered Dietician	Over 10 days	Full-time replacement

Each Site Administrator will review the qualifications of the Contractor's proposed staff for replacing any Contract Facility Manager, Dietitian or other department management staff that the Contractor chooses to employ in the facility. Should a Site Administrator determine the proposed replacement unacceptable for the work to be performed, the Contractor must provide an alternate candidate. This provision is applicable for the life of the contract, including all extensions.

The Contractor must supply upon reasonable request by the State, resumes for each Contract Facility Manager, including listing and describing their course work and participation in dietary supervision and management classes as required by 7 AAC 12.720 and provide copies of their certifications and licenses.

The Contract Facility Manager must be physically present and dedicated solely to the provisions of the contract in each Pioneer Home a minimum of 40 hours per week.

The Contract Facility Manager is required to achieve a score at least 90 on each State of Alaska, Department of Environmental Conservation sanitation rating for each of the individual kitchens, as well as in the serving and dining areas of all facilities.

The State reserves the right to require removal of any contract employee who, in the judgment of the State, behaves in an insubordinate or unsatisfactory manner toward the Elders, visitors, or state employees, or fails to meet the provisions of the contract.

At the request of the Site Administrator, the Contract Facility Manager will prepare management reports with plans to address specific problems and scheduled dates for resolution.

56. CONTRACT FACILITY MANAGER:

The Contract Facility Manager at each facility must either be a qualified dietetic service supervisor, certified by the Certifying Board of the Dietary Management Association, or obtain such certification within the first year of the contract. A copy of the certificate(s) or proof of enrollment(s) must be provided within 30 days of award of contract.

The Contract Facility Manager at each facility must be employed full-time by the Contractor and work primarily on the day shift. It will be the responsibility of the Contract Facility Manager to:

- a. Develop and maintain dietary service objectives.
- b. Develop standards of dietary, laundry and housekeeping practice.
- c. Write policy and procedure manuals as required to ensure the required services are provided in an efficient manner.
- d. Write job descriptions for each level of contract personnel.
- e. Schedule rounds to see Elders in all areas where meals are served.
- f. Conduct inspections to ensure all housekeeping standards/tasks to standard.
- g. Develop methods for coordination of dietary services with other patient services.
- h. Recommend the number and levels of contract personnel to be employed.
- i. Ensure staffing level meets the needs of the contract and inform Site Administrator and Contract Executive Manager of staffing shortages and mitigation plan.
- j. Provide staff development, orientation, on the job training, and in-service training.
- k. Plan and budget contract services.
- l. Supervise work and food handling techniques of all dietetic service personnel.
- m. Supervise daily operations of food, laundry and housekeeping departments.
- n. Ensure diet requirements for each Elder are met.
- o. Maintain a professional license or certification in accordance with current regulations.
- p. Attend and participate in continuing education programs and seminars designed to maintain professional competence.
- q. Plan menus, recommend supplies to be purchased, maintain essential records of cost, menus, and personnel.
- r. Participate in regularly scheduled conferences with the Site Administrator and department heads.
- s. Participate in scheduled neighborhood meetings with nursing personnel.
- t. Maintain work schedules for staff in conformity with policies and procedures, budgetary requirements and appropriate staffing needs.
- u. Assure all ingredients and supplies are available to contract staff in order for the fulfillment of the contract.

FOOD AND DINING SERVICES AT THE PIONEER HOMES

The offerors proposal should demonstrate that the Contractor has a thorough understanding of, and a plan for, the delivery of the required Food and Dining Services as outlined in this section.

Generally, the Contractor will be required to provide a turnkey system of food and dining services that ascribe to the principals of Elder-directed care. The Contractor is to provide all food, preparation and serving of wholesome meals. The meal service must conform to the principles of Elder-directed care and to special needs of a geriatric population and individual Elder care plans. The quality, quantity, and variety of foods and services, as well as the food service committee or other appropriate committee recommendations, will be subject to review and approval by the Site Administrator or Designee. Food and meals prepared on the premises of the Pioneer Home may not be removed without the consent of the Site Administrator.

57. DINING AREAS

- a. Homes may utilize any dining area for meetings and parties during those hours when the dining areas are not used for meal preparation and service.
- b. State employed Pioneer Home staff will assist in setting up and returning the dining area to the proper configuration for the next dining service.
- c. Clean-up will be carried out by contract staff.

58. FOOD SERVICE

- a. The food service department is responsible for delivery of the food cart at appropriate temperatures in all dining areas within each Home.
- b. The food service department is responsible for picking up food trays after each meal and returning in a sanitary manner the food cart to the food service department.
- c. Elder meals in congregate dining rooms or eating areas will be served by personnel determined by the Site Administrator and Contract Manager.
- d. When an Elder is unable to participate in a special menu choice, such as a salad bar, an alternative option must be provided to ensure the Elder is not denied choices in meals.
- e. The Contractor will ensure liquid nourishment, as ordered by the health care provider, is customized for individual dietary needs. The contractor will partner with the Home staff and/or Care Coordinator to assist in the procurement of commercially acquired liquid nourishment as ordered by the health care provider and/or as recommended in consultation with the contractor's registered dietician. It is the responsibility of the Contractor to work with the elder's responsible party or care coordinator to determine if an outside vendor will provide nourishment or supplies which can be billed to a third party. Ensuring the elder receives proper liquid nourishment, acquired commercially, through an outside vendor, or prepared in house is the ultimate responsibility of the Contractor.
- f. The Contractor must maintain and submit required documentation and purchase all applicable Federal, State, and local health certification(s) for the duration of the contract for all facilities outside of the contract facilities in which the Contractor proposes to prepare food. The Contractor must meet all applicable Federal, State, and local health regulations in preparing and serving meals at all contract locations.

59. FOOD LIKES AND DISLIKES

- a. Upon admission to a Home, and at the time of care plan reviews, the Contract Facility Manager or Dietitian will interview the Elder and or family representative to determine the Elder's food likes and dislikes.
- b. A computerized record will be maintained of each Elder's likes and dislikes and will include how the Elder prefers food to be served, such as cut, chopped, or ground.
- c. The Contract Facility Manager will respond to specific Elder complaints by providing a choice of substitutions. When special diets are involved, the Dietitian is required to consult with individual Elders and family members to resolve food issues.
- d. The Site Administrator will be the final decision-making authority on all complaints and complaint resolution.

60. FOOD SERVICE EVALUATIONS

- a. Related to each Home's quality assurance standards, the Contractor will hold monthly food forums with the Elders and families of all sections of each Home to encourage their comments to enhance and improve the food service and food quality.
- b. The Contractor will conduct a written poll of the Elders, or their representatives, on an annual basis seeking their comments to enhance the quantity and quality of the food service.
- c. An overall evaluation of contract performance must be completed by the Contract Executive Manager on an annual basis. Copies of the evaluation must be provided to the Site Administrator and Director annually.
- d. An evaluation of the Dietetic services must be completed by the Registered Dietitian on an annual basis. Copies of the evaluation must be provided to the Site Administrator upon reasonable request.

61. MEAL REQUIREMENTS

- a. Breakfast: Two types of hot cereal, fresh fruit, and a variety of fruit juices will be available for breakfast daily. Breakfast meats such as bacon, ham, and sausage must be offered at least three times a week.
- b. Lunch: There will be one main entrée, and three alternatives offered at lunch meals. A cook-to-order or a restaurant style menu may be provided as a substitute for the alternatives. When desserts are served, a dietetic dessert similar in nature to the regular desserts will be available. Lunch, currently the main meal, is served mid-day at all Homes except Ketchikan.
- c. Soup: At minimum one hot soup will be available between 11am-7pm
- d. The Contractor will make room trays available for Elders who are unable to come to the dining room for meals. The menu and method of implementation will be mutually agreed upon by the Contractor and the Site Administrator.

- e. The Contractor will provide box lunches to Elders who are scheduled to take field trips or appointments off premises upon request with a minimum of 24 hours' notice.
- f. The Contractor will provide special diets for Elders when prescribed in writing by their licensed primary health care provider.
- g. The Contractor will serve meals to staff and guests (for a fee) with the same portion policies as applicable to Elders.
- h. The Contractor will provide catering service to Elders of the Pioneer Home and other groups within the limits prescribed by this contract.
- i. Leftovers from previous meals may not be served as a main but may be included in soups, casseroles, or sandwiches.
- j. The Contractor will serve seconds at each meal to Elders who request them.
- k. Alternative meals or cooked to order options of a similar nutritive value will be offered at every meal.
- l. Local seasonally available meals prevalent to the community in which the Home is located will be provided at least on a weekly basis. For example, Elders enjoy fresh seafood, sourdough bread, pancakes, and Alaska Native or other culturally appropriate menu items.
- m. Meals should contain as many fresh and seasonal foods as possible.
- n. The Contractor will provide a fresh salad bar 5 days per week with the other 2 days having a choice of 2 prepared salads.
- o. Omelet stations or other family style dining will be made available weekly.
- p. The Contractor will ensure that alternatives are provided of same food group, nutritive and caloric value to accommodate an Elder's likes and dislikes.
- q. The same menu will be followed in all dining areas of the Homes, including puree meals, except for impractical situations such as the salad bar.
- r. Coffee, assorted tea, hot chocolate, juice, one sugar free fruit punch, and condiments are provided 24 hours per day in the dining rooms or recreation rooms.
- s. Taking the level of care into consideration, a variety of snacks and night nourishment must be offered to Elders such as sandwiches, puddings, lunch meats, cheeses, milkshakes and fresh fruits, as well as coffee, tea, hot chocolate, juices, and condiments. Carbonated clear liquid beverages will be available for Elders on Clear Liquid Diets, for any therapeutic dietary need

such as Elders experiencing gastrointestinal distress such as the flu, or on an individual basis as requested by a home Administrator, Dietitian or Nurse Manager on duty.

- t. The Contractor must be able to provide an accurate listing and amount of ingredients for each food served.
- u. Kitchen staff must be trained to measure for portion control and be knowledgeable of special diets.

62. SANITATION

- a. All kitchens and kitchen areas will be kept clean, free from litter and rubbish and protected from rodents, roaches, flies and other insects.
- b. All utensils, counters, shelves and equipment will be kept clean, maintained in good repair and will be free from breaks, corrosion, open seams, cracks, and chipped areas.
- c. Plastic ware, china and glassware that cannot be sanitized or is hazardous because of chips, cracks, or loss of glaze will be discarded.
- d. Ice which is used in connection with food or drink will be from a sanitary source and will be handled and dispensed in a sanitary manner.
- e. Kitchen wastes that are not disposed of by mechanical means will be kept in clean, leak proof, nonabsorbent, tightly closed containers and will be disposed of daily.

63. SINGLE SERVICE ARTICLES

- a. Single service articles used by Homes will not be used for regular meals.
- b. Single service articles may be required, at nurse or Site Administrator direction, to serve Elders in isolation
- c. Options to single service articles must be provided if required to meet Elders' physical or mental needs or preferences
- d. Single Services articles will be stored in closed cartons or containers which protect them from contamination. Straws will be individually wrapped.
- e. Single service articles will not be reused.

64. TRASH DISPOSAL

- a. All trash containing food waste will be kept in containers.
- b. All containers must have tight-fitting lids or covers and such containers must be kept covered when stored or not in continuous use.
- c. After being emptied, each container must be thoroughly cleaned in a manner so as not to contaminate food, equipment, utensils, or food preparation areas. Daily each container must be thoroughly cleaned on the inside and outside

- d. Brushes used for washing trash containers will be used for no other purpose and waste-water from such cleaning operations will be disposed of so as to prevent any contamination.
- e. Trash containing food waste will be stored so as to be inaccessible to vermin and bears.
- f. Storage areas will be kept clean at all times, and will not constitute a nuisance as determined by the Site Administrator or Designee.
- g. All trash will be disposed of by 10:30 pm daily from within the home.

HOUSEKEEPING AND LAUNDRY SERVICES

The offerors proposal should demonstrate an understanding of, and a plan for, the performance of the required Housekeeping and Laundry Services at all six Alaska Pioneer Homes

65. HOUSEKEEPING AND LAUNDRY STAFF

- a. The Contractor must provide housekeeping and laundry services at all six Pioneer Home.
- b. The Contractor shall provide staffing, materials and supplies for the required services and will comply with all related Occupational Safety and Housing Administration (OSHA) Standards.

66. ENVIRONMENT

The Contractor must maintain a clean environment and comply with Assisted Living regulations 7 AAC 10.030 (c) (1), (2), (6), (d), (e), (2), (3), 7 AAC 10.1035 (1) and 7 AAC 10.040. The Contractor's staff shall clean all areas of the Home, including, but not limited to, floors, walls, ceilings, ceiling fans, fixtures, bathrooms, lights, interior and exterior windows, mirrors, furniture, and listed equipment. A cleaning schedule will be provided to the Site Administrator to ensure all areas are addressed. Areas that require the use of a mechanical lift will be scheduled for twice per contract year. Furniture that is removed for cleaning shall be returned to its original location within 48 hours.

70. HOUSEKEEPING AND LAUNDRY STAFF TRAINING

The Contractor will train employees in their respective areas of responsibility such as cleaning Elder rooms, proper laundry technique, sanitation, safety instructions, infection control, OSHA blood borne pathogens standards and comply with Assisted Living regulation 7 AAC 10.1045 and 7 AAC 10.1045 (1), (2), (3).

Documentation of staff training must be maintained by the Contractor and available to the State upon reasonable request.

71. WORK PRACTICES

The Contractor must provide written work practice policies and procedures to safeguard employees and Elders from exposure to toxic or pathogenic substances. These policies and procedures must adhere to OSHA standards and 7 AAC 10.030 (e) Assisted Living Regulations. A copy must be provided to the State upon reasonable request.

72. LINEN CHANGES

- a. Linens, towels, and washcloths are provided by the State. Sheets shall be changed at least once a week for all Elders and comply with Assisted Living regulations.
- b. Fresh towels and washcloths are provided daily
- c. It will be the duty of the contractor to inventory all bath towels, bed pads, bed liners, blankets, chair pads, clothing protector, fitted sheets, flat sheets, hand towels, pillowcases, warm blanket, wash cloth, gowns, table linens, table napkins and curtains annually in April of each year.
- d. A copy of the annual inventory shall be provided to the Site Administrator or Designee and Director no later than May 15th of each year.
- e. The annual inventory will be a comparison of the current inventory to the previous year's inventory with a count of recommended replacement items to be purchased by the State to maintain original inventory.

73. CLEANING SCHEDULES

- a. The Contractor will establish specific job descriptions for contract staff that perform Housekeeping and Laundry Services.
- b. The Contractor must follow the written schedules for daily, weekly, monthly, quarterly and annual cleaning as described in Attachment 1.
- c. Housekeeping staff must be on the premises from 6:00 a.m. to 11:00 p.m. daily. Cleaning will not be conducted in the neighborhoods between the hours of 9:00 p.m. 7:30 a.m. daily except for emergency situation.
- d. The required schedules will reflect the necessary services to be performed to meet standards of cleanliness and sanitation as set forth by the applicable Article 4, Environmental Health and Safety Alaska State Licensing requirements, Alaska Statute AS 47.33 Sections 400, 410, 420, and 430.
- e. The cleaning schedules developed by the State includes the office areas which will be cleaned three times per week and the quarterly cleaning of storage areas.
- f. The cleaning will be performed at times that are the least disruptive to the Elders and staff of the Home.
- g. Cleaning of residents' rooms will be based on resident preferences and needs in coordination with the Site Administrator.

74. INFECTION CONTROL

The Contractor will develop written infection control policies and procedures consistent with, but not limited to 7 AAC 10.1045(1), (2), (3), and 7 AAC 10.1040 (4) and all applicable OSHA standards for housekeeping and laundry employees and ensure that personnel follow established infection control

precautions in the performance of their daily work assignments. The infection control policies and procedures must be approved by the Facility.

75. BAGGING INFECTIOUS ARTICLES

All materials contaminated with blood or body fluids, including disposable tissues, dressings, paper towels, gowns, masks, gloves, incontinence care items etc. are to be bagged before being removed from the Elder's room for disposal or incineration using precautions in accordance with 7 AAC 10.1045 (1), (2), (3) and 7 AAC 10.1050 (e) and OSHA Blood borne pathogen standards.

1. All disposable gloves, gowns, masks, paper towels, tubing's, dressings, sponges, cotton balls, etc., contaminated with waste, blood or body fluids must be red bagged or placed in a puncture resistant bag and tagged with a Biohazard label before being removed from the room for disposal or incineration. Bagged waste must be removed from the room and properly stored in the utility room or taken to the waste area for proper disposal or incineration.
2. Should there be a possibility that the bag will leak, or if the outside of the bag is contaminated with blood or body fluids, the bag containing such materials must be double bagged.
3. Liquids such as urine and feces must be flushed down the commode. Water and solutions may be flushed down the commode or poured down the janitorial sink. Janitorial sinks must be thoroughly rinsed after disposing of such liquids.
4. Appropriate protective clothing and equipment must be worn when handling or disposing of infective waste.

76. CLEANING AND DECONTAMINATING OF BODY FLUIDS

All spills or splashes of blood or other body fluids must be cleaned up and the spill or splash of blood area be decontaminated immediately using precautions in accordance with 7 AAC 10.1045 (1), (2), (3) and 7 AAC10.1050 (e).

1. Surfaces and equipment contaminated with spills of blood or body fluids must be cleaned up as soon as practical.
2. Gloves must be worn when cleaning up spills or splashes of blood or body fluids. Other protective equipment such as gowns, masks or goggles may be necessary if there is a possibility of blood or body fluids splashing into the eyes, nose or mouth of the individual cleaning the area. Shoe coverings will be necessary if there is extensive blood contamination on the floor.
3. If at all practical, spills or splashes of blood or body fluids should first be wiped up with paper products.
4. After cleaning up the blood or body fluid, the spill or splash area should be washed with detergent and water or other approved products that are known to disinfect and guard the Home against relevant infectious agents in consultation with the risk manager nurse.

77. BATHROOMS

Bathrooms must be maintained in a clean and sanitary manner. Every bathroom must be cleaned following the Cleaning Schedule as described in Attachment 1, or more frequently if required to maintain sanitation.

78. FLOORS

Floors must be maintained in a clean, safe and sanitary manner. Floors must be cleaned following the Cleaning Schedule as described in Attachment 1.

79. GLOVES

Disposable gloves must be worn when handling blood, body fluids, mucous membranes, or non-intact skin while performing a task that involves the potential exposure to blood or body fluids. Gloves should be provided by the Contractor for their employees.

1. When surgical or examination gloves are indicated they will be used only once and discarded into an appropriate receptacle immediately after procedure completed. They will not be washed or disinfected for reuse. General purpose utility rubber gloves worn by maintenance, housekeeping, laundry or other nonmedical personnel may be decontaminated and reused.
2. Gloves must be of appropriate material, usually intact latex or vinyl, of appropriate quality for the procedures performed, and of appropriate size for each health care worker.
3. Gloves will not be used that are peeling, cracking, discolored, or if they have punctures, tears, or other evidence of deterioration.
4. Glove use will vary according to the procedure involved but must be worn when:
 - a. The employee's hands will come in contact with blood or body fluids.
 - b. The employee has cuts, wounds, or scrapes on his or her hands.
 - c. The employee's hands are chapped, have a skin rash, skin condition, or a similar affliction.
 - d. An employee will be handling bagged materials or soiled laundry or linen.
 - e. An employee will not wear gloves unless actively involved in the above procedures.

80. GOWNS

Gowns must be used when an employee's clothing is likely to be soiled with blood or body fluids. Gowns will be used only once and discarded into the appropriate receptacle. Gowns should be provided by the Contractor for their employees.

81. MASKS

Masks must be used when presence of respiratory infection, splashing of blood or body fluids in the eyes, nose, or mouth is possible or likely. Masks should be used only once and then discarded into the appropriate receptacle. Masks should be provided by the Contractor for their employees.

82. **MOPS**

Mops must be used in the daily maintenance of floor care and they must be maintained in a clean and sanitary manner.

- a. Mops will be washed with a disinfectant and rinsed well after each use.
- b. Clean mop heads must be applied when changing areas of mopping and when used in isolation room.

83. **DRY CLEANING**

Dry cleaning services are not provided by any of the Homes.

84. **LAUNDRY SERVICES**

The Contractor must make laundry services available to all Elders of the Pioneer Homes.

1. All personal items removed from an isolation room must be laundered by the Home and returned to the room.
2. All Elders clothing must have the Elder's name on each article. Laundry without names will be delivered to the direct care staff to be identified and returned to appropriate owner once per week.
3. All clean laundry will be delivered to Elder within 72 hours and put away according to specific preference of that Elder.
4. Should the Elder or their representative choose to have the Elder's laundry done elsewhere, all soiled laundry must be kept in an airtight container and picked up twice weekly. Sufficient clothing must be maintained on premises to keep the Elder clean and dry at all times.
 - a) Should the sponsor not pick up the Elder's laundry for cleaning, the Homes will launder the Elder's clothing for them and return it to Elder's closet within 72 hours.

85. **SOILED LAUNDRY AND LINEN PICK UP**

- a. Laundry area and soiled laundry collections areas must be kept clean and safe. Carts and hampers must not obstruct pathways.
- b. Soiled laundry (patient clothing, gowns) and soiled linens (bedding, towels and washrags) must be stored separately in clearly labeled hampers and kept covered at all times.
- c. Soiled hampers should be rinsed out with each load to minimize odors.

Laundry/Clothing

- a. Elder clothing is identified by the Elder's name: when picking-up clothing from Elder's room, check that Elder's name is written on neck tag. If clothing is not labeled, Laundry staff should label it immediately.
- b. Elder clothing should be placed in a soiled laundry hamper designated for Elder Clothing and kept covered at all times and taken to Laundry Collection area.
- c. Laundry personnel should pick-up Elder clothing daily from collection area for cleaning. Clothing should not be let to accumulate in rooms, hallways or in storage areas.

Linens

- a. Soiled linens must be taken to the linen collection area room daily
- b. Soiled linens must be in soiled linen hampers with lids
- c. Soiled linens are not to be left to accumulate in rooms, hallways, storage areas, or collections areas.

86. HOUSEKEEPING AND LAUNDRY SUPPLIES

All supplies and commodities required to provide the Housekeeping and Laundry Services shall be purchased and provided by the Contractor.

SEC. 3.03 CONTRACT TYPE

This contract is Firm Fixed Rate contract.

SEC. 3.04 PROPOSED PAYMENT PROCEDURES

The state will make payments monthly based on invoicing.

SEC. 3.05 PROMPT PAYMENT FOR STATE PURCHASES

The state is eligible to receive a **5%** discount for all invoices paid within **15** business days from the date of receipt of the commodities or services and/or a correct invoice, whichever is later. The discount shall be taken on the full invoice amount. The state shall consider payment being made as either the date a printed warrant is issued or the date an electronic funds transfer (EFT) is initiated.

SEC. 3.06 CONTRACT PAYMENT

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

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

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

SEC. 3.07 CONTRACT PRICE ADJUSTMENTS

Consumer Price Index (CPI): Contract prices will remain firm through **June 30, 2026**.

The Contractor or State may request price adjustments, no sooner than 12 months from the Contract execution date, and no more than once per contract year. Contractors must submit a request to the State at

least thirty (30) days prior to the end of the current term. All Requests must be in writing and must be received 30 days prior to the Contract renewal date.

- a. If the Contractor or State fail to request a CPI price adjustment 30 days prior to the Contract renewal date, the adjustment will be effective 30 days after the State or Contractor receives their written request.
- b. Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor, Bureau of Labor and Statistics, Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Urban Alaska.
- c. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year reported HALF1 (January through June 2023) (depends on the timing, may be HALF2 for July-December); and each HALF1 (or HALF2) 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.
- d. Approval for all price increases is dependent upon full compliance with the terms of the Contract including reporting requirements.

SEC. 3.08 LOCATION OF WORK

The location the work is to be performed, completed, and managed at are: Anchorage, Fairbanks, Juneau, Ketchikan, Palmer and Sitka.

Anchorage Pioneer Home 923 West 11 th Avenue Anchorage, AK 99501-4399 907-276-3414	Fairbanks Pioneer Home 2221 Eagan Avenue Fairbanks, AK 99701-5709 907-456-4372	Juneau Pioneer Home 4765 Glacier Highway Juneau, AK 99801-9518 907-780-6422
Ketchikan Pioneer Home 141 Bryant Street Ketchikan, AK 99901-5575 907-225-4111	Alaska Veterans & Pioneer Home 250 East Fireweed Palmer, AK 99645-6699 907-745-4241	Sitka Pioneer Home 120 Katlian Street Sitka, AK 99835-7585 907-747-3213

The state will provide workspace for the contractor.

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

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

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

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

SEC. 3.09 SUBCONTRACTORS

Subcontractors will not be allowed.

SEC. 3.10 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 3.11 RIGHT TO INSPECT PLACE OF BUSINESS

At reasonable times, the state may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the state makes such an inspection, the contractor must provide reasonable assistance.

SEC. 3.12 F.O.B. POINT

All goods purchased through this contract will be F.O.B. final destination. Unless specifically stated otherwise, all prices offered must include the delivery costs to any location within the State of Alaska.

SEC. 3.13 CONTRACT PERSONNEL

Any change of the project team members named in the proposal must be approved, in advance and in writing, by the project director and the procurement officer. Changes that are not approved by the state may be grounds for the state to terminate the contract.

SEC. 3.14 INSPECTION & MODIFICATION - REIMBURSEMENT TO STATE FOR UNACCEPTABLE DELIVERABLES

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project director. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project director or procurement officer may instruct the contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.

Substantial failure of the contractor to perform the contract may cause the state to terminate the contract. In this event, the state may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

SEC. 3.15 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the project director will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per AS 36.30.400.

The contractor will not commence additional work until the procurement officer has secured any required state approvals necessary for the amendment and issued a written contract amendment, approved by the Commissioner of the Department of Family and Community Services or the Commissioner's designee.

SEC. 3.16 NONDISCLOSURE AND CONFIDENTIALITY

Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. “Reasonable care” means compliance by the contractor with all applicable federal and state law, including the Social Security Act and HIPAA. The contractor must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the state or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines provided by the state to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc).

Additional information that the contractor shall hold as confidential during the performance of services under this contract include:

- **Any and all patient personal information including protected health information, (PHI).**

If confidential information is requested to be disclosed by the contractor pursuant to a request received by a third party and such disclosure of the confidential information is required under applicable state or federal law, regulation, governmental or regulatory authority, the contractor may disclose the confidential information after providing the state with written notice of the requested disclosure (to the extent such notice to the state is permitted by applicable law) and giving the state opportunity to review the request. If the contractor receives no objection from the state, it may release the confidential information within 30 days. Notice of the requested disclosure of confidential information by the contractor must be provided to the state within a reasonable time after the contractor's receipt of notice of the requested disclosure and,

upon request of the state, shall seek to obtain legal protection from the release of the confidential information.

The following information shall not be considered confidential information: information previously known to be public information when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach of confidentiality hereof; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

SEC. 3.17 INSURANCE REQUIREMENTS

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

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

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

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

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

Professional Liability Insurance: covering all errors, omissions, or negligent acts in the performance of professional services under this agreement with minimum coverage limits of \$2,000,000 per claim/\$5,000,000 aggregate. [per SOA Risk Management 12.20.2024]

SEC. 3.18 TERMINATION FOR DEFAULT

- a. If the Project Director or Procurement Officer determines that the contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate

completion, the state may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all the remaining work.

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

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

SECTION 4. PROPOSAL FORMAT AND CONTENT

SEC. 4.01 RFP SUBMITTAL FORMS

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

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

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

SEC. 4.02 SPECIAL FORMATTING REQUIREMENTS

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

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

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

Submittal Form	Maximum Page Limits
Submittal Form A – Offeror Information and Certifications	
Submittal Form B – Experience and Qualifications	5
Submittal Form C – Understanding of the Project	5
Submittal Form D – Methodology Used for the Project	5
Submittal Form E – Management Plan for the Project	5
<i>Submittal Form F-Subcontractors (Not Applicable for this RFP)</i>	
Submittal Form G – Cost Proposal	

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

SEC. 4.03 OFFEROR INFORMATION AND CERTIFICATIONS (SUBMITTAL FORM A)

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

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

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

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

The Submittal Form also requests the following information:

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

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

SEC. 4.04 EXPERIENCE AND QUALIFICATIONS (SUBMITTAL FORM B)

As an attachment (not included in the Submittal form page count) offerors must provide a personnel roster for each site that identifies each person who will actually work on the contract along with their titles.

Offerors must also provide reference names and phone numbers for similar projects the offeror's firm has completed.

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

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

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

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the work in a senior residential facility setting.

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

SEC. 4.06 METHODOLOGY USED FOR THE PROJECT (SUBMITTAL FORM D)

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

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

SEC. 4.07 MANAGEMENT PLAN (SUBMITTAL FORM E)

Offerors must provide an organizational chart with lines of authority; designating the individual responsible and accountable for the completion of each component and deliverable of the RFP.

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

SEC. 4.08 SUBCONTRACTORS (FORM F--NOT APPLICABLE)

Not applicable for this RFP as subcontractors will not be used.

SEC. 4.09 COST PROPOSAL (SUBMITTAL FORM G)

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

EVALUATION CRITERIA AND CONTRACTOR SELECTION

SEC. 4.10 SUMMARY OF EVALUATION PROCESS

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

- 1) Proposals will be assessed for overall responsiveness. Proposals deemed non-responsive will be eliminated from further consideration.
- 2) A proposal evaluation committee (PEC), made up of at least three state employees or public officials, will evaluate the Technical portion of all responsive proposals.
- 3) The Submittal Forms, from each responsive proposal, will be sent to the PEC. No cost information will be shared or provided to the PEC.
- 4) The PEC will independently evaluate and score the documents based on the degree to which they meet the stated evaluation criteria.
- 5) After independent scoring, the PEC will have a meeting, chaired by the procurement officer, where the PEC may have a group discussion prior to finalizing their scores.
- 6) The evaluators will submit their final individual scores to the procurement officer, who will then compile the scores and calculate awarded points as set out in Section 5.03.
- 7) The procurement officer will calculate scores for cost proposals as set out in Section 5.08 and add those scores to the awarded points along with factoring in any Alaska preferences.
- 8) The procurement officer may ask for best and final offers from offerors susceptible for award and revise the cost scores accordingly.
- 9) The state will then conduct any necessary negotiations with the highest scoring offeror and award a contract if the negotiations are successful.

SEC. 4.11 EVALUATION CRITERIA

Proposals will be evaluated based on their overall value to state, considering both cost and non-cost factors as described below. Note: An evaluation may not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the offeror. Note: because subcontractors are not permitted under this contract, there is no Submittal Form F.

Overall Criteria	Weight
Responsiveness	Pass/Fail

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

Cost Criteria		Weight
Cost Proposal	(Submittal Form G)	400
Total		400

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

TOTAL OVERALL EVALUATION POINTS POSSIBLE: 1000

SEC. 4.12 SCORING METHOD AND CALCULATION

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

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

Offeror Total Score

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

Example (Max Points for the Section = 100):

	PEC Member 1 Score	PEC Member 2 Score	PEC Member 3 Score	PEC Member 4 Score	Combined Total Score	Points Awarded
Offeror 1	10	5	5	10	30	75
Offeror 2	5	5	5	5	20	50
Offeror 3	10	10	10	10	40	100

Offeror 1 was awarded 75 points:

Offeror Total Score (30)

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

Offeror 2 was awarded 50 points:

Offeror Total Score (20)

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

Offeror 3 was awarded 100 points:

Offeror Total Score (40)

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

SEC. 4.13 EXPERIENCE AND QUALIFICATIONS

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

1) *Questions regarding the personnel:*

- a) Did the offeror include a complete personnel roster for each location?
- b) Do the individuals assigned have experience working with seniors?
- c) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the RFP requires?
- d) How extensive is the applicable education and experience of the personnel designated to work under the contract?

2) *Questions regarding the firm:*

- a) Has the firm provided client references including phone numbers and dates of service with previous clients?
- b) Has the firm demonstrated experience in providing services similar to what is described in the RFP?
- c) Do references substantiate or contradict offeror's statements?

SEC. 4.14 UNDERSTANDING OF THE WORK

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

- 1) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- 2) To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide
- 3) How well has the offeror identified pertinent issues and potential problems related to the deliverables the state expects it to provide?

SEC. 4.15 METHODOLOGY USED FOR THE WORK

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

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

SEC. 4.16 MANAGEMENT PLAN FOR THE WORK

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

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

SEC. 4.17 CONTRACT COST (COST PROPOSAL)

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

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

Example (Max Points for Contract Cost = 400):

Step 1

List all proposal prices, adjusted where appropriate by the application of applicable preferences claimed by the offeror.

Offeror #1	\$40,000
Offeror #2	\$42,750
Offeror #3	\$47,500

Step 2

In this example, the RFP allotted 40% of the available 1,000 points to cost. This means that the lowest cost will receive the maximum number of points.

Offeror #1 receives 400 points.

The reason they receive that amount is because the lowest cost proposal, in this case \$40,000, receives the maximum number of points allocated to cost, 400 points.

Offeror #2 receives 374.3 points.

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

Offeror #3 receives 336.8 points.

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

SEC. 4.18 ALASKA OFFEROR PREFERENCE

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

Example:**Step 1**

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

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

Step 2

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

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

Step 3

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

Offeror #1	830 points
Offeror #2	840 points (740 points + 100 points)
Offeror #3	900 points (800 points + 100 points)

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

SECTION 5. GENERAL PROCESS AND LEGAL INFORMATION

SEC. 5.01 INFORMAL DEBRIEFING

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

SEC. 5.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

Prior to the award of a contract, an offeror must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran Preference and Alaska Offeror Preference, an offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. Offerors should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO Box 110806, Juneau, Alaska 99811-0806** for information on these licenses. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

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

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

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

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

SEC. 5.03 SITE INSPECTION

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

SEC. 5.04 CLARIFICATION OF OFFERS

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

SEC. 5.05 DISCUSSIONS WITH OFFERORS

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

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

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

SEC. 5.06 EVALUATION OF PROPOSALS

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

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

SEC. 5.07 CONTRACT NEGOTIATION

After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those

items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they will be held through an electronic meeting platform such as Zoom or Microsoft Teams.

If the selected offeror

- fails to provide the information required to begin negotiations in a timely manner; or
- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available for the project; or
- if the offeror and the state, after a good faith effort, simply cannot come to terms,

the state may terminate negotiations with the offeror initially selected and commence negotiations with the next highest ranked offeror.

SEC. 5.08 OFFEROR NOTIFICATION OF SELECTION

After the completion of contract negotiation, the procurement officer will issue a written Notice of Intent to Award and send copies of that notice to all offerors who submitted proposals. The notice will set out the names of all offerors and identify the offeror selected for award.

SEC. 5.09 PROTEST

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

An interested party is defined in 2 AAC 12.990(a) (7) as "an actual or prospective bidder or offeror whose economic interest might be affected substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract."

If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the procurement officer at least ten days prior to the deadline for receipt of proposals.

AS 36.30.560 also provides that an interested party may protest the award of a contract or the proposed award of a contract.

If an offeror wishes to protest the award of a contract or the proposed award of a contract, the protest must be received, in writing, by the procurement officer within ten days after the date the Notice of Intent to Award the contract is issued.

A protester must have submitted a proposal in order to have sufficient standing to protest the proposed award of a contract. Protests must include the following information:

- the name, address, and telephone number of the protester;
- the signature of the protester or the protester's representative;
- identification of the contracting agency and the solicitation or contract at issue;

- a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

Protests filed by telex or telegram are not acceptable because they do not contain a signature. Fax copies containing a signature are acceptable.

The procurement officer will issue a written response to the protest. The response will set out the procurement officer's decision and contain the basis of the decision within the statutory time limit in AS 36.30.580. A copy of the decision will be furnished to the protester by certified mail, fax or another method that provides evidence of receipt.

All offerors will be notified of any protest. The review of protests, decisions of the procurement officer, appeals, and hearings, will be conducted in accordance with the State Procurement Code (AS 36.30), Article 8 "Legal and Contractual Remedies."

SEC. 5.10 APPLICATION OF PREFERENCES

Certain preferences apply to all state contracts, regardless of their dollar value. The Alaska Bidder, Alaska Veteran, and Alaska Offeror preferences are the most common preferences involved in the RFP process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the following website:

[Application Of Preferences](#)

- Alaska Products Preference - AS 36.30.332
- Recycled Products Preference - AS 36.30.337
- Local Agriculture and Fisheries Products Preference - AS 36.15.050
- Employment Program Preference - AS 36.30.321(b)
- Alaskans with Disabilities Preference - AS 36.30.321(d)
- Alaska Veteran's Preference - AS 36.30.321(f)
- Alaska Military Skills Program Preference – AS 36.30.321(l)

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

SEC. 5.11 ALASKA BIDDER PREFERENCE

An Alaska Bidder Preference of 5% will be applied to the price in the proposal. The preference will be given to an offeror who:

- 1) holds a current Alaska business license prior to the deadline for receipt of proposals;
- 2) submits a proposal for goods or services under the name appearing on the offeror's current Alaska business license;
- 3) has maintained a place of business within the state staffed by the offeror, or an employee of the offeror, for a period of six months immediately preceding the date of the proposal;
- 4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and
- 5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

Alaska Bidder Preference Certification Form

In order to receive the Alaska Bidder Preference, the proposal must include the Alaska Bidder Preference Certification Form attached to this RFP. An offeror does not need to complete the Alaska Veteran Preference or Alaska Military Skills Program questions on the form if not claiming the Alaska Veteran or Alaska Military Skills Program Preferences. An offeror's failure to provide this completed form with their proposal will cause the state to disallow the preference.

SEC. 5.12 ALASKA VETERAN PREFERENCE

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

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

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

Alaska Veteran Preference Certification

In order to receive the Alaska Veteran Preference, the proposal must include the Alaska Bidder Preference Certification Form attached to this RFP. An offeror's failure to provide this completed form with their proposal will cause the state to disallow the preference.

SEC. 5.13 ALASKA MILITARY SKILLS PROGRAM PREFERENCE

An Alaska Military Skills Program Preference of 2%, not to exceed \$5,000, will be applied to the price in the proposal. The preference will be given to an offeror who qualifies under AS 36.30.990(2) as an Alaska bidder and:

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

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

Alaska Military Skills Program Preference Certification

In order to receive the Alaska Military Skills Program Preference, the proposal must include the Alaska Bidder Preference Certification Form attached to this RFP. An offeror's failure to provide this completed form with their proposal will cause the state to disallow the preference.

SEC. 5.14 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign the state's Standard Agreement Form for Professional Services Contracts (form SAF.DOC/Appendix A) **OR** Standard Contract Form for Goods and Non-Professional Services (form SCF.DOC/Appendix A). This form is attached with the RFP for your review. The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law, and the state reserves the right to reject a proposal that is non-compliant or takes exception with the contract terms and conditions stated in the Agreement. Any requests to change language in this document (adjust, modify, add, delete, etc.), must be set out in the offeror's proposal in a separate document. Please include the following information with any change that you are proposing:

- 1) Identify the provision that the offeror takes exception with.
- 2) Identify why the provision is unjust, unreasonable, etc.
- 3) Identify exactly what suggested changes should be made.

SEC. 5.15 QUALIFIED OFFERORS

Per 2 AAC 12.875, unless provided for otherwise in the RFP, to qualify as an offeror for award of a contract issued under AS 36.30, the offeror must:

- 1) Add value in the contract by actually performing, controlling, managing, or supervising the services to be provided; or

- 2) Be in the business of selling and have actually sold on a regular basis the supplies that are the subject of the RFP.

If the offeror leases services or supplies or acts as a broker or agency in providing the services or supplies in order to meet these requirements, the procurement officer may not accept the offeror as a qualified offeror under AS 36.30.

SEC. 5.16 PROPOSAL AS PART OF THE CONTRACT

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

SEC. 5.17 ADDITIONAL TERMS AND CONDITIONS

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

SEC. 5.18 HUMAN TRAFFICKING

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

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

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

SEC. 5.19 RIGHT OF REJECTION

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

Offerors may not qualify the proposal nor restrict the rights of the state. If an offeror does so, the procurement officer may determine the proposal to be a non-responsive counteroffer, and the proposal may be rejected.

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

may be waived by the procurement officer.

The State reserves the right to refrain from making an award if it determines that it is not in the best interest of the State.

A proposal from a debarred or suspended offeror shall be rejected.

SEC. 5.20 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

SEC. 5.21 DISCLOSURE OF PROPOSAL CONTENTS

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

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

SEC. 5.22 ASSIGNMENT

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

SEC. 5.23 FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)

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

For the purposes of this RFP, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of

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

SEC. 5.24 DISPUTES

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

SEC. 5.25 SEVERABILITY

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

SEC. 5.26 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with Section 6.08 Right of Rejection. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the state's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

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

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

SEC. 5.27 SOLICITATION ADVERTISING

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

SEC. 5.28 FEDERALLY IMPOSED TARIFFS

Changes in price (increase or decrease) resulting directly from a new or updated federal tariff, excise tax, or duty, imposed after contract award may be adjusted during the contract period or before delivery into the United States via contract amendment.

- **Notification of Changes:** The contractor must promptly notify the procurement officer in writing of any new, increased, or decreased federal excise tax or duty that may result in either an increase or decrease in the contract price and shall take appropriate action as directed by the procurement officer.
- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:

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

SECTION 6. ATTACHMENTS

SEC. 6.01 ATTACHMENTS

Attachments:

- 1) Attachment 1: Pioneer Homes Cleaning Schedule
- 2) Attachment 2: Raw Food Specifications
- 3) Attachment 3: Evaluation Menu (for developing Daily Board Rate for Submittal Form G)
- 4) Attachment 4: RFP Submittal Forms A-E
- 5) Attachment 5: Submittal Form G -- Cost Proposal
- 6) Attachment 6: Standard Contract Form for Goods and Non-Professional Services
- 7) Attachment 7: Proposal Review Form and Methodology

NOTE: To obtain attachments in their original fillable versions, go to State of Alaska Online Public Notices website under RFP 2026-2600-0166. For this RFP, there is no Form F as Subcontractors are not permitted