

STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

The parties' contract comprises this Standard Agreement Form, as well as its referenced Articles and their associated Appendices

1. Agency Contract Number	2. Contract Title AKPH Hospitality Services	3. Alaska Business License #	4. Agency Appropriation Code
5. Vendor Number	6. IRIS CT Number (if used)	7. Agency Fund Coding	
This contract is between the State of Alaska,			
8. Department of	Division		hereafter the State, and
9. Contractor			hereafter the Contractor
Mailing Address	Street or P.O. Box	City Houston	ZIP+4 TX 77008
<p>10. Article 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.</p> <p>Article 2. Performance of Service:</p> <p>2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract.</p> <p>2.2 Appendix B sets forth the liability and insurance provisions of this contract.</p> <p>2.3 Appendix C sets forth the services to be performed by the Contractor.</p> <p>Article 3. Period of Performance: The initial period of performance for this contract is a partial year beginning ____ and ending 06/30/2025 With up to five (5) optional one-year renewals to be exercised at the sole discretion of the State, potentially through June 30, 2030.</p> <p>Article 4. Considerations:</p> <p>4.1 In full consideration of the Contractor's performance under this contract, the State shall pay the Contractor a sum not to exceed \$000.00 in accordance with the provisions of Appendix D.</p> <p>4.2 When billing the State, the Contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to: fcs.invoicing@alaska.gov with a cc to georgene.wallin@alaska.gov</p>			
11. Department of Family and Community Services		Attention: Division of Finance and Management Services	
Mailing Address PO Box 112650 Juneau, AK 99811-2650		Attention: Grants and Contracts	
12. CONTRACTOR		14. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.	
Name of Firm			
Signature of Authorized Representative	Date		
Typed or Printed Name of Authorized Representative			
Title			
13. CONTRACTING AGENCY		Signature of Head of Contracting Agency or Designee	
Department/Division Family and Community Services	Date	Date	
Signature of Project Manager		Typed or Printed Name	
Typed or Printed Name of Project Manager		Title	
Title		Procured under AS 36.30.210 RFP 2025-2600-0166	

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

APPENDIX A

GENERAL PROVISIONS

Article 1. Definitions:

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

Article 2. Inspections and Reports:

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

Article 3. Disputes:

- 3.1 If the Contractor has a claim arising in connection with the contract that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.

Article 4. Equal Employment Opportunity:

- 4.1 The Contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The Contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.
- 4.2 The Contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.

- 4.3** The Contractor shall send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the Contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.
- 4.4** The Contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- 4.5** The Contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- 4.6** Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the Contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the Contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7** Failure to perform under this article constitutes a material breach of contract.

Article 5. Termination:

The Project Manager, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. In the absence of a breach of contract by the Contractor, the State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.

Article 6. No Assignment of Delegation:

The Contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Site Administrator the Agency Head.

Article 7. No Additional Work or Material:

No claim for additional services, not specifically provided in this contract, performed or furnished by the Contractor, will be allowed, nor may the Contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Site Administrator and approved by the Agency Head.

Article 9. Payment of Taxes:

As a condition of performance of this contract, the Contractor shall pay all federal, state, and local taxes incurred by the Contractor and shall require their payment by any subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

Article 10. Ownership of Documents:

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

Article 11. Governing Law, Forum Selection:

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

Article 12. Conflicting Provisions:

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the Contractor may seek to add. The Contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The Contractor specifically acknowledges and agrees that, among other things, provisions in any documents it seeks to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) limit liability of the Contractor for acts of Contractor negligence, are expressly superseded by this contract and are void.

Article 13. Officials Not to Benefit:

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

Article 14. Covenant Against Contingent Fees:

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

Article 15. Compliance:

In the performance of this contract, the Contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits and bonds.

Article 16. Force Majeure:

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

APPENDIX B²

INDEMNITY AND INSURANCE

Article 1. Indemnification:

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

Article 2. Insurance:

Without limiting Contractor's indemnification, it is agreed that Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

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

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

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

2.4 Professional Liability Insurance: Covering all errors, omissions or negligent acts in the performance of professional services under this agreement with minimum coverage limits of \$2,00,000 per claim/\$5,000,000 aggregate [per SOA Risk Management, 12/20/2024]

APPENDIX C SCOPE OF WORK

1. Purpose:

The purpose of this contract is for the Contractor to provide all Alaska Pioneer Homes with meals, housekeeping and laundry services at all of its locations in: Anchorage, Fairbanks, Juneau, Ketchikan, Palmer and Sitka. The contractor will also provide dietary services through a registered dietician to all Homes and 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

2. Order of Precedence:

The order of precedence for the contract between the Contractor and DFCS is established by the order of the following documents:

1. Any amendment to the executed contract with the more recent amendment taking precedence over a less recent amendment.
2. The Standard Agreement form for Professional Services and Appendices.
3. The Contractor's proposal dated _____

The above numbered documents are, collectively, the "contract." In the case of any conflict or inconsistency arising under the contract documents, a document identified with a lower number in this subsection shall supersede a higher numbered document to the extent necessary to resolve any such conflict or inconsistency. No conflict or inconsistency shall be deemed to occur in the event an issue is addressed in one of the above-mentioned contract documents but is not addressed in another of such documents.

Where terms and conditions specified in the Contractor's quote differ from the terms and conditions in contract documents 2, as identified above in section 2 Order of Precedence, the terms and conditions of documents 2 shall apply. Where terms and conditions specified in the Contractor's quote supplement the terms and conditions in contract documents 2, as identified above in section 2 Order of Precedence, the supplemental terms and conditions shall apply only if specifically accepted by the Procurement Officer in writing.

3. Contractor Performance and Deliverables:

The Contractor shall perform the scope of work, provide the deliverables, and meet any delivery and completion dates outlined below:

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. The Contractor must conduct ongoing procurements of consumables for all the above services.
4. 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.
5. The Contractor shall provide all labor necessary to accomplish the requirements of providing food service, dining, housekeeping, and laundry services at all six homes.

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 compliance with 8 AAC 31, The Alaska Food Code, including sanitation standards.
5. Implement daily, weekly and monthly cleaning schedules of each area utilized in each facility and all offsite locations 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 Contractor 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 which are or may become applicable during the contract term including all possible renewal options.
17. Facilitate any extraordinary food service activity or function authorized by a Site Administrator or Designee.
18. 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.
19. Invoice the State monthly, by Pioneer Home, for the services provided.
20. Provide appropriate levels of dietetic services to assure that all food services meet all necessary standards as described herein.
21. Be willing to perform efficiency studies of food service operations at the request of the State.
22. 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.
23. Pay for the cost of fingerprinting and background checks of Contractor employees working at the Home.

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.

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 estimated number of each meal including snacks, for each day at each facility. The numbers provided are estimates only 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	165	165	165	115	610
Juneau Pioneer Home	46	46	46	32	170
Sitka Pioneer Home	65	65	65	45	240
Fairbanks Pioneer Home	86	86	86	60	318
Ketchikan Pioneer Home	45	45	45	31	166
Veterans and Pioneers Home in Palmer	79	79	79	55	192
AKPH Totals	487	487	487	338	1799

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.
- g. The recipe files must be available for inspection upon reasonable request by the state.

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 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

12. 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.

13. 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.

14. 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.

15. 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).

16. 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.

17. 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.

18. 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.

19. ZERO COST FOODSTUFFS

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

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

20. 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.

21. 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.

22. 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-ccwater 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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 and follow privacy rules under the Health Insurance Portability and Accountability Act, or HIPAA to protect Elder's information.

28. 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

29. 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 employees shall be reported immediately to the appropriate contract supervisor. The contract supervisor will direct the involved employee to the proper reporting procedure based on the contract facilities policies and procedures including the Unusual Occurrence Report (UOR) or Incident Report (IR).
- e. Accidents and incidents involving contract personnel shall be reported to the appropriate contract supervisor. The contract supervisor will report to the Site Administrator direct the involved employee to submit a report based on the policies and procedures in place at the facility

31. 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.

32. 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.
- D. Biohazard materials will be labeled and handled according to Pioneer Homes' policy.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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. The facility maintenance staff or other separate fire and life safety systems Contractors are responsible for the periodic cleaning of hood products, and related vents and fans.

38. 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

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

44. 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.

45. 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.

46. 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.

47. 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.

48. 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, Clients and Offenders 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.

49. 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.

50. 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 a 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.

51. 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:

- l. 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.
- m. 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.
- n. Ensure the general diet contains the four basic food groups and provides adequate protein intake and a reasonable variety of foods.
- o. Ensure special diets are provided as prescribed by the Elder's licensed health care provider, elder or elder's responsible party.
- p. Ensure special diets are planned in advance, prepared, and served as ordered.
- q. Ensure a copy of the special diet is retained on file for future reference.
- r. 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.
- s. Ensure dietary assessments at the Alaska Veteran's and Pioneer Home are performed and documented within 14 days of an Elder's admission.
- t. Ensure food products meet the intent of the contract
- u. 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 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.

52. 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.

53. 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

54. 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.

55. HIRING

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

56. 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

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.

57. 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.

58. 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.

59. 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; 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.

60. FOOD LIKES AND DISLIKES

- v. 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.
- w. 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.
- x. 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.
- y. The Site Administrator will be the final decision-making authority on all complaints and complaint resolution.

61. 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.

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

63. 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.

64. SINGLE SERVICE ARTICLES

- a. Single service articles used by Homes will not be used for regular meals.
- b. Single service articles will be used to serve Elders in isolation
- c. Options to single service articles must be provided for confused or handicapped Elders.
- 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.

65. 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

66. HOUSEKEEPING AND LAUNDRY STAFF

- z. The Contractor must provide housekeeping and laundry services at all six Pioneer Home.
- aa. 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.

67. 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 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.

68. 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.

69. 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.

70. 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.

71. 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.

72. 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.

73. 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.

74. 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.

75. 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

76. 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

77 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. 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.

78.. 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.

79. 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.

80. 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.

81. DRY CLEANING

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

82. 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.

83. SOILED LAUNDRY AND LINEN PICK UP

The following procedures will apply for soiled laundry and linen pick up:

1. Soiled laundry and linens are picked up daily.
2. Soiled laundry and linens are placed in laundry hampers and kept covered at all times.
3. Elder clothing is put into a soiled laundry hamper designated for Elder clothing.
4. Elder clothing is identified by the Elder's name. If at pick-up, the Elder's name is found to not be on the clothing, Laundry staff should label it.
5. Soiled laundry containers are taken to the soiled laundry storage area.
6. Laundry personnel pick up the soiled laundry and linen from the storage area and take it to the laundry room for sorting and washing.
7. Soiled linen must be stored in a well-ventilated area and not left standing in the hallways.
8. Soiled laundry must be taken to the laundry room daily and not left to accumulate in rooms or storage areas.
9. Lids or covers must be kept on hampers at all times.
10. Laundry area must be kept clean and safe. Carts and hampers must not obstruct pathways.
11. Clean and soiled laundry must be stored separately.

84. HOUSEKEEPING AND LAUNDRY SUPPLIES

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

The Contractor shall perform the tasks, services, and deliverables set forth within this Scope of Work to DFCS's satisfaction. The Contractor shall be responsible for all communications regarding the progress of performance of the contract and shall discuss with DFCS any issues, recommendations, and decisions related to the contract. The Contractor shall be the sole point of contact on all matters related to the performance of the contract.

DFCS Site Administrator

The DFCS Site Administrator is responsible for monitoring the operations and performance of the Contractor for contract compliance, and to coordinate actions and communications between DFCS and the Contractor. The DFCS Project Manager for this contract is:

Attn: James Farley, Administrative Operations Manager 2

Family and Community Services-Alaska Pioneer Homes

Phone: (907) 465-35737

E-mail: james.farley@alaska.gov

4. Remedial Action:

In addition to any remedies available to DFCS under law or equity, DFCS at its sole discretion may require one or more of the following remedial actions if the Contractor fails to cure findings of breach, or as otherwise provided for herein:

- DFCS may take reasonable steps to provide for such cure and may offset the costs of such cure against the contract pricing in effect at the time of occurrence of a breach.
- Reduce and/or offset payment to reflect the reduced value of goods or services received.
- Withhold payment or require payment of actual damages caused by a breach.
- Terminate the contract pursuant to section 5 Termination.

Withholding of payment by DFCS for the failure of the Contractor to perform shall not relieve the Contractor from its obligations under the contract.

5. Termination:

Termination for Cause

The occurrence of any of the following events shall be an event of default under the contract and cause for termination:

- A material breach of any term or condition of the contract.
- Any representation or warranty by Contractor in its quote that proves to be untrue or materially misleading.
- Any default or non-compliance as otherwise specified in the contract.

DFCS may terminate the contract if DFCS provides the Contractor written notice of default and the Contractor has failed to cure the default within 30 calendar days. If DFCS terminates the contract for default, DFCS reserves the right to take any action it may deem necessary including, without limitation:

- Exercise any remedy provided by law or equity.
- Withhold payment until the default is remedied.
- Offset of damages against payment due.

Termination for Convenience

DFCS may terminate the contract at its convenience, in whole or in part, by providing the Contractor written notice 30 calendar days prior to termination of the contract.

If DFCS terminates the contract for convenience, DFCS is liable only for payment in accordance with the payment provisions of this contract for goods or services provided before the effective date of termination.

Effect of Termination

Upon termination by DFCS, the Contractor shall:

- Stop work as directed by DFCS. Place no further orders or requests of subcontractors, if any, for goods or services;
- Take actions necessary, or that DFCS may direct, for the protection and preservation of the goods or services;
- Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the termination notice;
- Deliver or otherwise make available to DFCS all data, reports, estimates, confidential information, summaries and such other information and materials, as may have been accumulated by the Contractor in performing the contract, whether completed or in process.

END OF APPENDIX C SCOPE OF WORK

APPENDIX D COMPENSATION

The Contractor will be compensated for goods or services rendered to the State of Alaska, Department of Family and Community Services (DFCS) in accordance with the contract terms and conditions, and as follows:

1. Unless otherwise stated in this contract, price adjustments will not be allowed during the renewal process. The price for this contract will remain firm and not fluctuate for the entire term of the contract, to include any and all renewals or extensions. Any request for an adjustment to the time, scope, or cost of the contract that will impact the pricing will only be considered at the Contractor's written request based on justification through sufficient supporting documentation and is subject to approval based upon legislative or department appropriations.
2. The initial period of performance for this contract is a partial year to commence with the signing of this agreement and through 06/30/2025.
3. This contract includes the following renewal options, to be exercised solely at the discretion of the State.

Renewal Option #1	07/01/2025	through	06/30/2026
Renewal Option #2	07/01/2026	through	06/30/2027
Renewal Option #3	07/01/2027	through	06/30/2028
Renewal Option #4	07/01/2028	through	06/30/2029
Renewal Option #5	07/01/2027	through	06/30/2030

The State will not be responsible for payment of goods or services rendered outside the valid term of this contract, there will be no exceptions.

4. If a renewal option is not exercised by DFCS, the contract shall be considered expired on the expiration date noted above and does not require notification of such by DFCS. All exercised renewal options shall be executed via written amendment to the contract. DFCS may enter into a month-to-month holdover extension, prior to the expiration of the current contract term. All exercised month-to-month holdover extensions shall be executed via written amendment to the contract. DFCS will provide the Contractor written notice 30 calendar days prior to cancellation of any month-to-month holdover extension. The total cumulative dollar amount of each month-to-month holdover extension shall not exceed the unanticipated amendment limitations stated in Alaska Administrative Manual 81.700. All other terms and conditions specified by the contract shall remain the same during any month-to-month holdover extension period.
5. The compensation for the entire duration of the contract, including all renewal option periods, shall not exceed \$ 00. The compensation for the initial contract term and each renewal option year shall not exceed the dollar amounts identified below:

Initial Contract Term = \$

Renewal Option #1 = \$

Renewal Option #2 = \$

Renewal Option #3 = \$

Renewal Option #4 = \$

Renewal Option #5 = \$

The price for goods or services shall be based on the Contractor's proposal dated _____.

6. The Contractor shall submit a properly documented invoice monthly to DFCS. Payment to the Contractor is contingent upon the Contractor delivering a properly documented invoice, no later than 30 days after the completion of a deliverable, to DFCS and after DFCS confirms receipt of goods or services. DFCS retains the right to request additional justification and/or documentation as it deems necessary to ensure appropriate payment of the invoice.

Every invoice shall include the following information:

- Contract number and title
- Identification of the billing period;
- An itemized listing of deliverables and charges for the invoiced period;
- Total amount billed;
- Date invoice was submitted for payment;
- Entity name, contact information, and Alaska vendor number.

Contractor shall send invoices to:

fcs.invoicing@alaska.gov Subject: Contract # XXXXXX Invoice # _____

Questions concerning payment must be addressed to the DFCS point of contact identified above.

7. Final invoices must be received by DFCS no later than 30 days following the termination or expiration date of the contract.

8. The State is not responsible for and will not pay federal, state, or local taxes. All costs associated with the contract must be stated in U.S. currency.

9. The State is a government entity and it is understood and agreed that the State's payments herein provided for may be paid from Alaska State Legislative appropriations; and approval or continuation of a contract is contingent upon Legislative appropriation. The State reserves the right to terminate the contract in whole or part if, in its sole judgment, the Legislature of the State of Alaska fails, neglects, or refuses to appropriate sufficient funds as may be required for the State to continue such payments; or if the Executive Branch mandates any cuts or holdbacks in spending, or if funds are not budgeted or otherwise available.

Further, in the event of non-appropriation, the State shall not be liable for any penalty, expense, or liability; or for general, special, incidental, consequential, or other damages resulting therefrom.

END OF APPENDIX D COMPENSATION