

# STATE OF ALASKA REQUEST FOR PROPOSALS



## MOUNT EDGECUMBE HIGH SCHOOL FOOD SERVICES

**RFP 2025-0500-0276**

**ISSUED FEBRUARY 27<sup>TH</sup>, 2025**

THE DEPARTMENT OF EDUCATION AND EARLY DEVELOPMENT, ON BEHALF OF MT. EDGECUMBE HIGH SCHOOL, IS SOLICITING PROPOSALS FOR FOOD SERVICES LOCATED AT MT. EDGECUMBE HIGH SCHOOL IN SITKA, ALASKA.

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**ISSUED BY:**

DEPARTMENT OF EDUCATION AND EARLY  
DEVELOPMENT  
DIVISION OF ADMINISTRATIVE SERVICES

**PRIMARY CONTACT:**

KATHY BLOMQUIST  
PROCUREMENT OFFICER  
EED.PROCUREMENT@ALASKA.GOV  
(907) 465-8654

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**OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.**

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

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## **INTRODUCTION & INSTRUCTIONS**

### **SEC. 1.01 PURPOSE OF THE RFP**

The State of Alaska Department of Education and Early Development (DEED), Division of Administrative Services (DAS), on behalf of Mt. Edgecumbe High School (MEHS), is soliciting proposals for a qualified food service management company to provide food service to approximately 400 students at the MEHS residential boarding school along with appropriate staff and guests during the school year; a more detailed description including Scope of Work and Deliverables is provided in Section 3.

Pursuant to state and federal law, Mt. Edgecumbe High School, Local Educational Agency (hereafter called the Sponsor) participating in the National School Lunch Program (NSLP), School Breakfast Program (SBP), or Afterschool Snack Program may contract with a food service management company (FSMC) to operate eligible school food services. The administration of all USDA Child Nutrition Programs is the responsibility of the Alaska Department of Education and Early Development (AKDEED) (hereafter called the Department). All terms and conditions of procurement and contracting are subject to 2 CFR 200, 7 CFR 210, 220, 245, and 7 CFR 250.

### **SEC. 1.02 BUDGET**

DEED estimates a maximum budget of \$1,200,000.00 per term for completion of this project. Proposals priced at more than \$1,200,000.00 will be considered non-responsive and rejected.

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

### **SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS**

Proposals must be received no later than 3:00pm prevailing Alaska Daylight Time on **March 28<sup>th</sup>, 2025**, as indicated by email timestamp and late proposals will not be considered.

### **SEC. 1.04 PRIOR EXPERIENCE**

For offers to be considered responsive, offerors must meet these minimum prior experience requirements:

- A. Offeror must have a minimum of five years of experience in managing and operating food services of a related nature and scope for approximately 400 meals per day.
  - 1) Offerors must include a description of comparable services provided with references.
  - 2) If applicable, offerors must include a list of all Districts in the State of Alaska where they currently provide Child Nutrition management services.

The Sponsor reserves the right to investigate the references and past performance of any offeror with respect to its successful completion of similar projects, compliance with contractual obligations and specifications, and lawful payments of suppliers, contractors, and workers. The Sponsor may postpone the award or execution of the contract after the announcement of the apparent successful offeror to complete the investigation. The Sponsor reserves the right to reject any or all proposals at any time prior to the execution of a contract.

An offeror's failure to meet these minimum prior experience requirements will cause their proposal to be considered non-responsive and rejected.

All offerors who submit a response to this RFP understand and agree that the department and the Sponsor are not obligated thereby to award a contract to any offeror. Neither the department nor the Sponsor has any financial obligation to any offeror. In addition, each offeror understands and agrees that neither the department nor the Sponsor shall be responsible for any expenses and costs incurred in submitting a response to this RFP. Each offeror who responds to this RFP does so solely at the offeror's cost and expense.

An offeror's failure to meet these minimum prior experience requirements will cause their proposal to be considered non-responsive and rejected.

### **SEC. 1.05 REQUIRED REVIEW**

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

### **SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS**

All questions must be in writing and directed to the procurement officer. **The deadline for questions is 3:00pm Alaska Time on March 21, 2025.**

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

Procurement Officer: Kathy Blomquist Email: [eed.procurement@alaska.gov](mailto:eed.procurement@alaska.gov) -- TDD 1-800-770-8973

### **SEC. 1.07 RETURN INSTRUCTIONS**

When submitting a proposal via email, the technical proposal and cost proposal must be saved as separate PDF documents and emailed to [eed.procurement@alaska.gov](mailto:eed.procurement@alaska.gov) as separate, clearly labeled attachments, such as "Vendor A – Technical Proposal.pdf" and "Vendor A – Cost Proposal.pdf". The email must contain the RFP number in the subject line.

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

Please note that email transmission is not instantaneous. The state recommends sending it with enough time to ensure the email is delivered by the deadline for receipt of proposals.

The procurement officer will confirm receipt of proposals via email; however, it is ultimately the offeror's responsibility to contact the issuing agency at 907-465-8654 to confirm that the proposal has been received if you do not receive an email. The state is not responsible for unreadable, corrupt, or missing attachments.

### **SEC. 1.08 ASSISTANCE TO OFFERORS WITH A DISABILITY**

Offerors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the procurement officer no later than ten days prior to the deadline for receipt of proposals at [eed.procurement@alaska.gov](mailto:eed.procurement@alaska.gov) or by phone at 907-465-8654 or TDD 1-800-770-8973.

### **SEC. 1.09 AMENDMENTS TO PROPOSALS**

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

### **SEC. 1.10 AMENDMENTS TO THE RFP**

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

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

### **SEC. 1.11 RFP SCHEDULE**

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

<b>ACTIVITY</b>	<b>TIME</b>	<b>DATE</b>
Request for Proposal Issue Date	3:00pm	2/27/2025
Pre-Proposal Questions Due	3:00pm	3/21/2025
Deadline for Receipt of Proposals	3:00pm	3/28/2025
Proposal Evaluations Complete	4:00pm	4/3/2025
Notice of Intent to Award	5:00pm	4/3/2025
Contract Issued	3:00pm	4/15/2025

This RFP does not, by itself, obligate the state. The state's obligation will commence when the contract is approved by the Commissioner of the Department of Education and Early Development, or the

Commissioner's designee. Upon written notice to the contractor, the state may set a different starting date for the contract. The state will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

### **SEC. 1.12 ALTERNATE PROPOSALS**

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

### **SEC. 1.13 NEWS RELEASES**

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

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## **SECTION 2. BACKGROUND INFORMATION**

### **SEC. 2.01 BACKGROUND INFORMATION**

Pursuant to state and federal law, Mount Edgecumbe High School (MEHS) participates in the National School Lunch Program (NSLP), School Breakfast Program (SBP), and/or other Child Nutrition Programs. MEHS may contract with a Food Service Management Company (Contractor) to operate eligible school food services. The Department's Child Nutrition Program (CNP) unit is responsible for administering all U.S. Department of Agriculture (USDA) Child Nutrition Programs.

Mt. Edgecumbe High School ([MEHS.US](http://MEHS.US)) is a public boarding school operated by the Alaska Department of Education and Early Development (DEED). Initially established in 1947 by the Bureau of Indian Affairs, Mt. Edgecumbe provided Alaska Native students in grades 5-12 the opportunity to acquire a traditional education unavailable in rural Alaska. Serving more than 600 students at its largest, the school closed temporarily in 1983 as the Bureau of Indian Affairs reduced its role in Alaskan Education. Two years later, the school reopened under the governance of the Alaska Department of Education and Early Development. The central role of Mt. Edgecumbe High School in Alaskan education is to provide a broad range of academic and extra-curricular opportunities that are unavailable to students in isolated home schools and communities. Academic expectations are high and students who attend are expected to enroll in higher education. The official governing body charged with oversight is the Alaska State Board of Education.

Food service at Mt. Edgecumbe high school goes beyond the typical school lunch program. This is the students' home. For many students, the cafeteria is their only food option, and they will eat every meal at MEHS. To best serve students, multiple options are provided at every meal and unlimited seconds are allowed. Special meals are built into the calendar to celebrate special holidays and events. When possible, foods that remind students of home, such as fish and soups, are offered. Sack lunches and dinners are made available to students who are unable to come to the cafeteria because of special activities and the cafeteria staff adjust for special events like picnics and Saturday schools. All of this must be accomplished while still meeting guidelines under the Child Nutrition Programs.

The mission of MEHS is to provide a challenging, unique education in a residential setting that values rich cultural diversities and traditions, inspiring Alaskan students to become successful, responsible, global citizens. The vision of MEHS is to inspire students to discover and expand their talents with multiple innovative opportunities, develop their dreams, meet high expectations for learning and living, prepare for a changing world, form meaningful and long-lasting relationships, learn from, and appreciate one's own and other's cultures and become ethical leaders.

The cafeteria is an integral component of the Mt. Edgecumbe experience. A successful food services contractor must be prepared to work as a team with State Project Director, Mt. Edgecumbe Staff, Residential contractors, Child Nutrition, among others, to create a welcoming environment that feels like home. Relationships are key and students are at the core of the work. A successful food contractor must care about the students they serve and seek to engage students in ways that lead to a positive and healthy nutritional experience.

Demographics: Typically, over 400 students from approximately 110 villages throughout Alaska attend Mt. Edgecumbe High School. About 65 percent of the student body is female and 35 percent are male.



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Alaska Native students comprise 80-95 percent of the student population, 6-10 percent are typically Caucasian, and we usually have a population that includes students of Asian, Hispanic, and African American descent. Between 60-80 percent of students in attendance generally meet federal guidelines for free or reduced lunches. Annually, between 75-90 percent of graduates are accepted into a post-secondary university or training program.

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## SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

### SEC. 3.01 SCOPE OF WORK

The Department of Education and Early Development, Mount Edgecumbe High School (MEHS), is soliciting proposals for a qualified food service management company to provide food service to approximately 400 students at the MEHS residential boarding school along with appropriate staff and guests during the school year.

MEHS (Sponsor) shall be legally responsible for the conduct of the food service program and shall supervise the food service operations in such manner as will ensure compliance with the rules and regulations of State Agency and USDA regarding each Child Nutrition Programs (CNP) covered by the resulting contract.

The Sponsor shall retain signature authority for the monthly claim for reimbursement.

The Sponsor shall retain control and signature authority of the CNP nonprofit food service account and overall financial responsibility for the CNP. (7 CFR210.16 (a)(4)-(5))

Responsibilities. The responsibilities of the food service provider include the following:

1. Preparing and serving meals and meal supplements (snacks) to students, and participants in NSLP, and SBP.
2. Preparing and serving meals to staff, parent organizations, and for some scheduled events (conferences, business partnerships, etc.), whether in or out of the Sponsor.
3. If the selected FSMC is procuring goods or services which are being charged to the Sponsor under the awarded contract outside of the fixed price per meal (e.g., equipment), the selected FSMC is acting as an agent for the Sponsor and must follow the same procurement rules under which the Sponsor must operate and that the selected FSMC may not serve as a vendor. Any rebates, discounts, or commissions associated in any manner with purchases must be returned to the nonprofit school food service account. Only net costs may be charged to the Sponsor.
4. Oversight and coordination of purchasing, maintaining, and repairing all equipment used in the kitchen.
5. Maintaining all kitchen areas and working environments in a safe and sanitary condition.
6. The Sponsor shall comply with food safety inspection requirements as prescribed by USDA for its facilities and shall ensure that all state and local regulations are being met by the selected FSMC preparing or serving meals at any Sponsor facility. 7 CFR 210.16(a)(7).

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The selected FSMC shall maintain state and/or local health certifications for any facility outside the Sponsor in which it proposes to prepare meals and shall maintain this health certification for the duration of the awarded contract as required under USDA Regulations 7 CFR 210.16(a)(7) and shall comply with food safety inspection requirements as prescribed by USDA for its facilities and shall ensure that all state and local regulations are being met in its facilities.

7. Maintaining full and complete program, financial and inventory records sufficient to meet federal and state requirements and in accordance with generally accepted accounting principles.
8. Free and Reduced Price, and Paid Reimbursable Meals:
  - a. Sponsor shall be responsible for the establishment and maintenance of the free and reduced-price meals eligibility roster.
  - b. Sponsor shall be responsible for development and distribution of the parent letter, and Application for Free and Reduced-Price Meals, Direct Certification, and determination of eligibility for free or reduced-price meals. The selected FSMC may act as an agent for the SFA related to these responsibilities.
  - c. Sponsor shall be responsible for conducting any hearings related to determinations regarding eligibility for free or reduced-price meals.
  - d. Sponsor shall be responsible for verifying Applications for Free and Reduced-Price Meals as required by USDA regulations. The selected FSMC may act as an agent for the SFA related to these responsibilities
  - e. Sponsor and FSMC must ensure that no child is subject to overt identification of eligibility as described in 7 CFR 245.8 or is discriminated against.
  - f. Sponsor must offer free, reduce price, and paid reimbursable meals to all eligible students.
  - g. Ensure that the Sponsor's policy for providing meals to students without adequate funds is followed. The policy will protect students by providing equal services to all students. The FSMC will bill the Sponsor for the meal served with the Sponsor payment from funds other than non-profit food service funds.
9. Ensure all reimbursable meals meet the Food-Based Meal Pattern and nutrition standards as required by the USDA. No payment will be made for meals that are spoiled or unwholesome at the time of delivery, do not meet detailed specifications as developed by the Sponsor for each food component in the meal pattern in accordance with 7 CFR 210.10, 7 CFR 226.20 or do not otherwise meet the requirements of this RFP.

Reimbursable meals must adhere to all calorie ranges and meet the nutrition standards for the National School Lunch, School Breakfast, and Afterschool Snacks, as applicable.

- a. National School Lunch Program (NSLP) and Afterschool Snacks: The Food-Based Menu Planning (7 CFR 210.10(a)(1)) is used at all sites for lunch and afterschool snacks. Both Sponsor and FSMC shall comply with applicable rules, regulations, policies, and instructions by the Department, USDA Food and Nutrition Service (FNS) and any additions or amendment thereto, including USDA regulations for the National School Lunch Program 7 CFR Part.
- b. School Breakfast Program (SBP): The Food-Based Menu Planning (7 CFR 220.8(a)(1)) is used at all sites for breakfast. Both Sponsor and FSMC shall comply with applicable rules, regulations, policies, and instructions by the Department, USDA Food and Nutrition Service (FNS) and any additions or amendment thereto, including USDA regulations for the School Breakfast Program 7 CFR Part.

#### 10. Assurance of Civil Rights Compliance

The Selected FSMC and local agency hereby agrees that it will comply with:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- b. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- c. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- d. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- e. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- f. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- g. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- h. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- i. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- j. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

11. This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.
12. By incorporating this assurance into this Agreement, the Selected FSMC and SFA agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Selected FSMC and local agency, its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from USDA.

### **SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE**

The length of the contract will be from the date of award, July 1, 2025, for an initial 1-year term through June 30, 2026, with four optional one-year renewals exercised at the sole discretion of the State.

Most of the services will be required during the school year. The Contractor must provide approximately 240 meal service days starting August 15 through May 15<sup>th</sup> per school year, including:

1. 170 School Days, up to 7 may be Saturdays
2. 64-72 Non-school days (primarily weekends)

#### **Work Hours:**

The Contractor must provide services according to the Mount Edgecumbe School Calendar and the Master Schedule. The Mount Edgecumbe School Calendar can be found hyperlinked here:

<http://mehs.ss13.sharpschool.com/calendar>

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

officer will provide notice to the contractor of the intent to cancel such month-to-month extension at least 30 days before the desired date of cancellation. A month-to-month extension may only be executed by the procurement officer via a written contract amendment.

In the event that the Sponsor and the FSMC agree to renew, the Agreement shall continue under the same terms and conditions as set forth herein. No material changes in the Agreement may be made by either party. Financial terms of the Agreement are based upon existing conditions and the following assumptions. If there is a material change in conditions, including, without limitations, changes to the following assumptions, this contract (1) may be terminated at the end of the current term or (2) continue under the same terms as written, whichever is mutually agreed upon.

The distinction between a minor change and a material change cannot be qualified for every action undertaken in the Child Nutrition (CN) programs. However, at a minimum, a change is material when, had the new term been in the solicitation and original contract, it could have affected how the bidder and other competitors responded to the RFP. Services or features contingent on multi-year contracts are not allowable, for example equipment installation may not be stipulated for contract renewal years.

The term materially consistent shall mean that a change does not (1) materially increase FSMC's cost of providing management service or (2) materially decrease the net revenue derived from the food service operations. The Sponsor reserves the right to expand the Federal Child Nutrition programs to provide availability of food resources to children and students that can be served through these programs so long as both parties agree, and prior approval is obtained from AKDEED. The original contract must specify the Consumer Price Index (CPI) Food Away from Home series of the CPI for All Urban Consumers, published by the Bureau of Labor Statistics of the Department of Labor for the 12-month period March to March. Adjustment factors may include changes in federal reimbursement rates

The approximate contract schedule is as follows:

- Contract begins July 1, 2025, and ends June 30, 2026
- first optional renewal July 1, 2026, to June 30, 2027;
- second optional renewal July 1, 2027, to June 30, 2028;
- third optional renewal July 1, 2028, to June 30, 2029;
- fourth optional renewal July 1, 2029, to June 30, 2030.

### **SEC. 3.03 DELIVERABLES**

The contractor will be required to provide the following deliverables:

**(a) FACILITY DESIGNATED AREAS**

The Contractor shall manage and maintain in safe and sanitary condition the following designated areas. Contractor must ensure that Contractor's employees are operating in the designated areas at a high-level of cleanliness and safety.

The Contractor must keep the following designated areas clean and maintained:

1. The entire kitchen,
2. food storage areas,
3. dish washing area,
4. serving area,
5. cafeteria restrooms,
6. dining room tables,
7. chairs and floors including hallways behind the kitchen,
8. Team restrooms, and
9. up to the service entrance doors.

Contractor shall maintain the dining hall access area, the area immediately outside the dining hall up to the exterior doors, the beginning of the hallway to the dorms free from trash.

Contractor must sweep and then wet mop the dining room entrance area daily, ensuring it is dry before the dining room is opened for meals.

Contractor shall clean the entrance mats both inside and outside the dining hall entrance doors during non-peak dining hours.

**(b) SUPPLIES**

The Contractor shall furnish foodstuff necessary for the performance of this contract with the sole exception of USDA commodities used as part of the National School Lunch and Breakfast program.

In the event of termination of this contract, the school may purchase from the contractor, at prices no greater than originally paid by the contractor, all or part of the food inventory which, in the opinion of the school, is of good and usable quality.

**(c) PROFESSIONAL STANDARDS AND TRAINING REQUIREMENTS**

The Contractor must provide all staff training for its employees to comply with USDA National School Lunch Program, comply with safety standards, and meet quality and customer service to the expectations of the State Project Director.

**(d) AUTHORIZED INSPECTIONS**

The premises used and maintained in performance of this contract are subject to inspection by the Alaska Department of Health (DOH), Alaska Department Education and Early Development (DEED), Alaska Department of Environmental Conservation (DEC), the United States Department of Agriculture (USDA), the USDA Inspectors General, the Comptroller General of the United States, or any of their authorized representatives.

Contractor must maintain compliance with Food Establishment Inspections established by the Alaska Department of Environmental Conservation.

If a violation is discovered, the Contractor must correct the violation immediately unless otherwise indicated by DEC. Violations that are not corrected in a timely manner or violations

that are repetitive in nature will be considered grounds for termination of a contract resulting from this solicitation.

**(e) NATIONAL SCHOOL LUNCH AND BREAKFAST PROGRAM**

On School Days, the Contractor is responsible for serving breakfast and lunch in compliance with the Federal National School Lunch Program (NSLP). Contractor must align food service with the school day breakfast and lunch components listed in the basic level of service section.

If at any time there is a conflict between the requirements of this RFP and Federal requirements, the Federal requirements shall prevail. The Contractor must notify the State Project Director in the event of any such conflict. Contractor must provide notification in writing.

Contractor must maintain up-to-date knowledge of National School Lunch/Breakfast/Snack regulations and must comply with all regulations. The national school lunch regulations can be found [here](#). The Contractor shall also comply with all other federal, state, and local ordinances pertaining to food service operations. The contractor must understand and shall be responsible for changes in NSLP and School Breakfast Program (SBP) regulations over the term of the contract. Contractor must complete all required paperwork to including production records, inventory, menus, and all other documents required under the federal program. Paperwork must be available for review by Project Director and State or National audits.

**(I) MANAGEMENT OF A POINT OF SALE**

The Contractor shall manage the point of service (POS) for all school lunch and breakfast programs as well as documented distribution of school day snack. Meal count management must meet federal regulation reporting requirements. Contractor must monitor reimbursable meals and manage point of sale software accurately. Contractor shall provide all training for POS to its staff. Contractor must follow NSLP-approved established back-up procedures in the event of software failure. The State will provide the point-of-sale software and hardware.

**(II) RECORD KEEPING**

The Contractor shall maintain accurate and up-to-date records as required by the National School Breakfast/Lunch/Snack program. Contractor shall maintain these records so that they are open to inspection by the State (including Child Nutrition Programs), US Department of Agriculture (USDA), USDA Office of Inspectors General, the US Comptroller General, and their representatives within 24-hour notice.

Books and records of the selected FSMC pertaining to the awarded contract shall be made available, upon demand, in an easily accessible manner for a period of three (3) years after the final claim for reimbursement for the fiscal year to which they pertain. If there are unresolved audit or administrative review findings, records shall be retained beyond the three (3) year period until the findings are resolved. Upon request, make all accounts and records pertaining to its school food service available to the State agency and to FNS, for audit or review, at a reasonable time and place. Such records shall be retained for a period of 3 years after the date of the final Claim for Reimbursement for the fiscal year to which they pertain, except that if audit findings have not been resolved, the records shall be retained beyond the 3-year period if required for



resolution of the issues raised by the audit; (Reference 7 CFR 210, 7 CFR 220, 7 CFR 245, and 2 CFR 200)

The FSMC shall not remove federally required records from Sponsor premises upon contract termination. Upon contract termination the FSMC must leave copies of the records at the Sponsor's premises.

The regulations on required records may change, at the time of this contract these include:

1. **Point of Service** – Contractor must keep accurate meal counts of reimbursable meals:
  - a. Contractor must review each meal and only count those that meet NSL requirements
  - b. Contractor must ensure accurate counts of seconds (defined as “a return for additional food after initial meal is consumed”).
  - c. Contractor must ensure guest meals are recorded accurately and not recorded as a reimbursable meal.
2. **Food Production Records** – Contractor must keep Food Production Records including, but not limited to:
  - a. Menus
  - b. Production Records
  - c. Standardized Menus
  - d. USDA Foods Information Sheets
  - e. Child Nutrition (“CN”) Labels or product formulation statement
  - f. Nutritional information on products/recipes
  - g. Dietary specification tool
3. **Food Safety Compliance Records** – Contractor must keep (for a period of the current year plus 3 years) Food Safety Compliance Records including, but not limited to:
  - a. Food Safety Plan
  - b. Food Temperature Logs
  - c. Health Inspection Documentation
4. **Staff Training** – Contractor must keep accurate Staff Training records. Contractor must provide and monitor training standards and requirements for all staff involved in preparing and serving National School Lunch and breakfast Program
5. **USDA Inventory and Usage** – Contractor must keep accurate USDA Inventory and Usage records.
6. **Reports** – The Contractor shall provide the State monthly financial and management reports accurately reflecting the status of the food service operation.
  - a. Snack and food counts should be kept accurate daily and must be prepared for reimbursement submittal by the 5<sup>th</sup> of each month.
  - b. Food production records should be kept accurate daily and must be prepared and submitted (weekly/monthly?)
  - c. USDA inventories should be submitted monthly with invoice.

Contractor shall provide reports in a format acceptable to the State and in sufficient detail to allow independent verification if requested by the State. All problems and difficulties,

which may impair the Contractor's ability to fulfill the financial and management goals described herein, shall be promptly reported by the Contractor to the State, so that the State may work with the Contractor toward resolution.

(III) USDA COMMODITY USAGE

1. The Contractor must use federally donated USDA food commodities received by the school and provided to the Contractor for preparation of the National School Lunch and Breakfast Program.
2. The Contractor shall credit the State for the value of all donated food, entitlement, and bonus, received for use in meal service in the school year, including the value of donated foods in processed end products. The Contractor shall utilize the State's full USDA Foods entitlement or pay the State the value of donated foods not used.
3. The Contractor shall list on the invoice for the period, the value of commodities received, and deduct the amount of value from the total owed by State for the meals/meal equivalents served.
4. The value of commodities for entitlement and bonus is the average USDA purchase price as listed by State of Alaska Department of Education and Early Development Child Nutrition Program (AKDEED CNP). For processed commodities it is the processing agreement value.
5. The Contractor shall be responsible for ordering and selecting USDA donated foods in coordination with the State; the storage and management of the donated foods; procuring processed end products on behalf of the State; and payment of processing fees or submittal of refund requests on behalf of the State or remittance of funds for the value of donated foods in processed end products to the LEA in accordance with 7 CFR 250.
6. The Contractor shall use all available USDA donated ground beef, ground pork, and processed end products in the State's food service consistent with agreed upon menu cycles.
7. The Contractor shall use all other USDA donated foods in the State's food service.
8. The Contractor must procure processed end products on behalf of the State in compliance with the requirements of subpart C of 7 CFR 250 and credit the State for the value of donated food in the processing end product at the processing agreement value.
9. The Contractor shall not enter into the processing agreement with the processor as required in subpart C of 7 CFR part 250.
10. The Contractor must comply with the storage and inventory requirements for donated foods.

11. The State Comptroller General, USDA or their duly authorized representatives, may perform onsite review of the food service operation, including the review of records, to ensure compliance with requirements for the management and use of donated foods.
12. The Contractor must maintain the following records relating to the use of the donated foods in accordance with 7 CFR Sec. 250.54(b):
  - a. The donated food and processed product received from or on the behalf of the State for use in meal service.
  - b. Documentation that the Contractor has credited the State for the value of all donated food received for use in the State’s food service in the school year, including the value of donated foods contained in processed products.
  - c. Documentation of the Contractor’s procurement of processed end products on behalf of the State.
13. Extensions or renewals of the contract are contingent upon fulfillment of all contract provisions relating to USDA donated foods.

The fair market value of any federally donated commodities used by the contractor on behalf of the school must be deducted from the monthly payment to the Contractor using the donated food values determined by the distributing agency in accordance with 7CFR 250.28(e). The value listed on the commodity sheets plus shipping costs incurred by the school shall be the amount deducted from the monthly payment as used by the Contractor monthly.

The Contractor must use donated commodities in the preparation of meals and other food served to the students, usable food donated by the USDA for the use of the school.

Any USDA Commodity spoilage or loss shall be at the expense of the Contractor if such spoilage or loss is determined to be caused by Contractor negligence.

#### (IV) USDA COMMODITY INVENTORY

The Contractor shall use clean, accurate, and safe food-storage practices. Contractor storage practices must accurately account for inventory and control of donated foods to ensure that food use is in conformance with the school agreement with the state distributing agency. The Contractor must manage the on-campus donated-commodities storage areas. This area shall be subject to inspection with 24-hours prior notice by the State, USDA, or appropriate state and local representatives. Commodities stored by the Contractor must be labeled as USDA commodities.

#### (V) 21-DAY CYCLE MENU

Contractor shall develop and provide a 21-day cycle menu for breakfasts and lunches. A copy of the 21-day cycle menu developed in accordance with the meal pattern requirements specified in 210.16(b) is provided as reference in Attachment 4. The Contractor must use this menu as a basis for projecting costs. The Contractor must adhere to the menu for the first 21-days of meal service. The menu shall meet the requirements stated in 7 CFR 210.10 and 220.8. Any changes must equal or exceed the choice selection, quality, grades, and specifications contained in the

original menu cycle. **A creative, expansive menu which encourages increased child participation is desired. The 21-day cycle must also include, at minimum, a list of sample items that would be offered for dinners and weekend meals. Proposals will be evaluated with proposed menu selections in mind.**

The Contractor shall provide a reimbursable lunch and breakfast meal pattern which meets the nutrition standards stated in 7 CFR 210.10 and 7 CFR 220.8.

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

All menus must be [certified](#) to use and meet all USDA’s Meal Pattern requirements.

**(f) DINING SERVICE GENERAL**

These provisions apply to all food service meals

**(I) OVERVIEW OF FOOD SERVICE**

The Contractor shall meet meal patterns and nutrition standards as defined in 7 CFR 210.10 and 220.8. The regulations require the Contractor to increase the availability of fruits, vegetables, whole grains, and fat-free and low-fat fluid milk in school meals; reduce the levels of sodium, saturated fat and added sugars in meals; and meet the nutrition needs of school children within their calorie requirements.

The Contractor must provide reimbursable meals each day school is in session. “Reimbursable meals” are defined as those lunches and breakfasts or snacks that qualify for USDA reimbursement. Contractor proposals must be based on the number of serving days for lunch and breakfast for all levels. The following estimated meal counts, and meal equivalents budget shall be used by all contractors to construct their cost proposal:

MEHS students are allowed unlimited seconds as this is a residential setting. About 15-20% of served meals request seconds. The estimate below includes a 17.5% increase to capture 2<sup>nd</sup> meals consumed.

Meal Service Days			
First half of year	120	Second half of year	120

**Estimated Average Daily Participation (ADP)**

	<b>ADP</b>	<b>1st Semester Total Meals</b>	<b>ADP</b>	<b>2nd Semester Total Meals</b>	<b>ANNUAL TOTAL</b>
<b>Breakfast</b>	160	22,560	135	19,035	<b>41,595</b>
<b>Lunch</b>	280	39,480	240	33,840	<b>73,320</b>
<b>Dinner</b>	240	33,840	205	28,905	<b>62,745</b>
<b>Snack*</b>	380	39,140	325	33,475	<b>72,615</b>

\* No snack on Saturdays

(II) THE FOOD SERVICE ENVIRONMENT

The Contractor must maintain an environment in the service areas that is conducive to an enjoyable and healthful food experience for the customer. This responsibility includes, but is not limited to:

- i. a cleanliness program throughout the hours of service
- ii. alert, helpful, customer-oriented management, and support staff; and
- iii. a food service program that is creative, professional, and responsive to customer needs.

(III) FOOD PRESENTATION

The Contractor shall be responsible for food preparation and presentation procedures that will enhance the food presented. The responsibility includes, but is not limited to, proper garnishing, and the use of appropriate pan sizes which will keep foods fresh and presentable throughout the meal service. Preparation procedures should ensure that food items retain their nutritional value throughout the meal service.

(IV) FOOD TEMPERATURE CONTROL

The contractor must ensure that the temperature of all foods served are maintained at prescribed levels required by the State of Alaska Department of Environmental Conservation, Food Safety and Sanitation Program.

(V) FOOD SAFETY

The contractor must adhere to all applicable statutes and regulations including, but not limited to, the Alaska Food Code [18 AAC 31](#), which is under the State of Alaska Department of Environmental Conservation, Food Safety and Sanitation Program. Copies of this regulation may be obtained from State of Alaska, Department of Environmental Conservation [Food Safety and Sanitation Section](#), 907 Halibut Pt. Rd. # C, Sitka, Alaska, 99835 (907-747-8614). Contractor must maintain and follow an up-to-date food safety plan that complies with all state, federal, and national school lunch requirements.

(VI) MEAL COUNT

Contractor must keep a meal count for each served meal. Federally reimbursed meals must follow the point of service regulations as defined by the National School Lunch/Breakfast/Snack program. Routine weekend & evening meals also require a point of service count. Tray counts are not allowed for meal counting for any federally funded meal services (NSLP/SBP or Snack). Tray counts may be used for special meals. Details regarding

special meals are below in sub-sections X, XII and XIII. Meal counts must be submitted along with an invoice each month.

(VII) MENUS

1. Menus must be planned for a five-week rotation. Weekly menus must be published electronically the Thursday before the next week for parent and student access. Daily menus must be displayed with detail on all entrée and choice options at the front of the cafeteria prior to students entering the line.
2. Kitchen Menus, those used for production, must include portion sizing and nutritional information. Menus for School Lunch/Breakfast/Snack must meet additional federal requirements. Kitchen menus for all meals must be available to school.

(VIII) ALLERGY NOTIFICATIONS

Contractor shall accommodate special diets where medically necessary, provide occasional catered food services, and improve nutrition awareness.

Contractor must conspicuously mark menu and service station items that contain any common food allergy. Common Allergies include, but are not limited to:

1. Milk
2. Eggs
3. Fish
4. Shellfish
5. Tree nuts
6. Peanuts
7. Wheat
8. Soybeans
9. Sesame
10. Additional items may be requested by school for known student allergies

(IX) MEAL HOURS

Contractor must clean and arrange the dining room so that the space is available to use as a location for study hour on Sunday through Thursday by 7:00pm. Contractor must provide meals during times provided below (times subject to change by MEHS):

1. Monday through Friday
  - a. Breakfast 7:45am-9:15am
  - b. Lunch 12:25pm-1:15pm, shifts to 12:05pm-12:55pm on Wednesdays.
  - c. Dinner 5:30pm-6:30pm
2. Saturday, Sunday, or weekday non-school day
  - a. Cold Cereal 9:00am-9:30am
  - b. Brunch 11:45am- 12:45pm
  - c. Dinner 5:00pm-6:00pm

(X) SPECIAL MEALS OUTSIDE OF DINING HALL

Sick Bay/Illness: Contractor shall provide Special Meal trays that are transportable upon request of the State Project Director for boarding students who, due to illness, are unable to dine in the dining room.

Sports/Events/Traveling: Contractor shall provide portable sack meals for students who are participating in school events that conflict with dinner times. Coaches and chaperones will be responsible for providing the request by Noon the day before the meals are needed.

(XI) WEEKLY FAMILY NIGHT DINNER

Contractor must prepare Family Night Dinner Special Meals for approximately twenty nights per school year, typically Thursdays. In addition to approximately 300 students, there will be approximately 40 staff and community members who are extended families of students. On this night the Contractor must provide a semi-formal main course which may include, but is not limited to, steak, halibut, wild salmon, and a specialty fast food item such as homemade pizzas or specialty burgers.

(XII) SPECIAL MEALS WITHIN CONTRACT

Contractor must include the preparation and serving for six scheduled special event meals with special food and capacity for guests. These special events replace a regular meal but must be prepared to be special and include guests:

1. **Thanksgiving Dinner** - Contractor must serve Special Meal off-campus at Harrigan Centennial Hall at 330 Harbor Dr. Sitka, AK 99835 or other location designated by the State Project Director the day before Thanksgiving for all students and approximately 40 additional guests. Contractor must obtain any food establishment and/or caterer's permits from the Alaska Department of Environmental Conservation applicable to off-site service, if necessary.
2. **Christmas Dinner** - Contractor must serve this Special Meal the week before Christmas Break for students and approximately 20 additional guests.
3. **Founders Day Banquet** – Contractor must serve this Special Meal banquet in February for students and approximately 50 additional guests.
4. **End-of-Year Picnic** – Contractor must provide the End-of-Year Picnic Special Meal services off-campus at an outdoor park in Sitka from a grill provided by the school for students and approximately 50 additional guests. Contractor must clean area to remove all debris and trash from the site for appropriate disposal.
5. **Graduation Day Meal** – Contractor must provide Graduation Day Special Meal to students and approximately 200 additional guests.

(XIII) SPECIAL MEALS BY REQUEST (VALUE-ADD MENU PRICING)

**Contractor will provide additional special meals upon request at a set menu price for special events when requested and approved by both the MEHS Superintendent and DEED Deputy Commissioner.** Requests for such meals will be made at least 2 weeks in advance and will typically provide greater lead-time. These events are in addition to regular cafeteria service, though they will likely reduce cafeteria use on the special event day.

1. **Annual GPA Honor Lunch** – Lunch to include items such as steak and special sides for students on the honor roll. The State estimates approximately 40 students and 10 State staff total typically once a year.
2. **Administration Honor lunch**- Special lunch with a set number of students to include items such as steak and special sides, typically once or twice a year.
3. **Early Special Meal Hot Breakfast** - Early (7:15 am) hot breakfast for American College Testing (ACT) and Scholastic Aptitude Test (SAT) test takers on a Saturday. The State estimates that this service will be requested four times per year with typically 10-30 students each time.
4. **Annual Sport Activity Evening Meal Banquet** – Special meal for students, coaches, and State staff. Contractor must serve approximately 100 guests in the Activity Center or off campus.
5. **Annual Arts Activity Evening Meal Banquet** – Special meal for approximately 30 students and 10 coaches in the Activity Center or off campus.
6. **Special Activity Meals (lunch or dinner)** – Special activity meals to be transferred and served at a location away from the cafeteria for a group of students participating in a special event or academic activity, typically a group of 10-50 students. (ie. Special sandwich trays, Pizza/Salad etc). Extended families may request a meal to be transported off campus for their extended family (approximately 15-20 people) once each semester.
7. **Refreshments** – Refreshments for special events. Refreshments must include, but are not limited to, cake, cookies, and punch. The State estimates that refreshments may be requested up to 10 times per year.

(XIV) QUARANTINE MEALS, IF NEEDED

**Large Scale Quarantine Meals**- If mitigation requires a mass quarantine, all meals will need to be packaged and delivered to dorm rooms.

**Off Campus Quarantine Meals** -When large scale quarantine is needed, sometimes students must be housed off campus and meals delivered.

**Regular Quarantine Meals**- These are delivered to rooms for students with active conditions requiring quarantine and are similar to sick bay meals.

(XV) STUDENT DISCIPLINE

The State is responsible for monitoring and enforcing cafeteria discipline, as the need arises.

(g) BASIC LEVEL OF SERVICE

(I) SCHOOL DAY BREAKFAST

School day breakfast menus must meet National Breakfast Lunch Program requirements and be aligned to the following:

1. Hot entrée option – may include, but is not limited to, pancakes, egg sandwich, breakfast burrito, etc.
2. Cold cereal with a minimum of two cereal options in compliance with School Breakfast requirements
3. Whole grain toast with peanut butter and jelly offered
4. Yogurt



5. Choice of three fruits, one of which may be canned
6. Choice of three 100% fruit and/or vegetable juice options
7. Milk offered in compliance with School Breakfast requirements

## (II) SCHOOL DAY LUNCH

Contractor must provide entrées that meet a maximum of two of the five lunch component requirements.

Contractor must offer soup as an additional side at least three times per week.

The Contractor's menu must include three total fruit/vegetable side offerings, one must be fruit, and one must be vegetable. Only one of the options may be canned. Contractor must provide these servings in addition to any fruit or vegetable serving incorporated into an entrée and students must have the option of choosing multiple fruit/vegetable sides.

Contractor must offer milk in compliance with National School Lunch requirements.

Contractor must provide choice of four entrées including:

1. Hot Entrée
2. Entrée Salad or Protein Plate
3. Sandwich or Sandwich-style option – may include, but is not limited to, sandwich, burrito, taco, pita, etc.
4. Fast food option – may include, but is not limited to, pizza, hamburger, etc.

At least one of the entrées must offer each of the following:

1. Vegetarian – one of the options must be a non-meat protein or provide the meat as an optional offering on the side
2. Gluten-free – gluten may be offered as part of an entrée, but the product containing gluten must be offered on the side (such as bread, bun, etc).
3. Dairy-free – cheese or other dairy may be a component of an entrée, but it must be offered separately as an option or on the side

## (III) SCHOOL DAY SNACK

On school days, Contractor must purchase necessary ingredients, prepare, and deliver a snack to students between 7:00pm and 8:30pm on Sunday through Thursday and immediately after school on Friday. Times are subject to change by MEHS Project Director. Snack provided Monday through Friday must meet National School Lunch program requirements for reimbursement and must be documented as required to meet regulations.

## (IV) EVENING MEALS

Evening meals are not regulated by the National School Lunch program; however, Contractor must provide nutritionally balanced and healthy meal options. The full hot entrée option must include all five USDA recommended food groups when served with the salad bar and dessert.

1. **Offerings** – Contractor must provide:
  - a. choice of three entrees,

- i. one full hot entrée; and
  - ii. two hot fast food-type entrees which may include, but is not limited to, pizza, burrito, hamburger, tacos, etc.
- b. Hot vegetable
- c. Hot soup
- d. Salad Bar – Contractor must provide Salad Bar with at least 8 items. Iceberg lettuce will not be considered an item, if offered.
- e. Two grain/starch options, which may include, but is not limited to bread, rice, or pasta.
- f. Six beverage options
  - i. One beverage must be milk
  - ii. Three beverages must be 100% juice
- g. Two dessert options
  - i. One dessert option must be fruit (may be fresh or canned)

**2. Dietary requirements** – Contractor must provide an entrée or the combination of a soup/salad bar to meet each of these requirements:

- a. Vegetarian
- b. Gluten Free
- c. Dairy free

(V) FAMILY DINNER NIGHT

Contractor must serve Family Dinner Night one day each week. Staff and community members who represent extended families to students will be invited to Family Dinner Night to eat with students. On this night the full entrée must have a semi-formal main course which may include, but is not limited to, steak, halibut, or wild salmon. Approximately 340 people.

(VI) WEEKEND/NON-SCHOOL DAY BREAKFAST

Breakfast on weekends or any non-school day may be cold cereal, fruit, toast, milk, and juice or other cold/convenient offerings.

(VII) WEEKEND/NON-SCHOOL DAY BRUNCH/LUNCH

Contractor must provide entrées that meet a minimum of three of the five lunch component requirements.

The Contractor’s menu must include three total fruit/vegetable side offerings, one must be fruit, and one must be vegetable. Only one of the options may be canned. Contractor must provide these servings in addition to any fruit or vegetable serving incorporated into an entrée and students must have the option of choosing multiple fruit/vegetable sides.

Contractor must provide choice of four entrées including to include:

1. Hot Breakfast Entrée
2. Cold Breakfast bar (yogurt, toast, cold cereal etc.)
3. Lunch item- Sandwich, fast food, or Entree

At least one of the entrées must offer each of the following:

1. Vegetarian – one of the options must be a non-meat protein or provide the meat as an optional offering on the side
2. Gluten-free – gluten may be offered as part of an entrée, but the product containing gluten must be offered on the side (such as bread, bun, etc).
3. Dairy-free – cheese or other dairy may be a component of an entrée, but it must be offered separately as an option or on the side

**(h) BASIC STANDARDS OF FOOD PRODUCTS**

The contractor must always meet or exceed the following minimum standards for any food products:

1. Beef and veal, USDA grade Choice
  - a. Beef and veal USDA grade Good may be used for those entrees such as stews, soups, salads, and sauce entrees.
2. Ground beef must be no less than 80-82% lean meat, with fat equivalent to 18-20% or less.
3. Poultry, USDA Grade A
  - a. Poultry USDA Grade B may be used for stews, soups, salads, and similar dishes
4. Fresh fish, USDA Grade A
  - a. Or fresh fish that has been frozen for less than one-year, USDA Grade A
5. Pork and lamb, USDA Grade A
6. Eggs and dairy products, USDA Grade A
7. Frozen foods, 60% USDA Grade A, 40% USDA Grade B
8. Wherever possible, fresh in-season produce
  - a. Contractor shall use # 1 quality
9. Canned foods, 60% Grade A, 40% Grade B (fancy, choice standard or juice pack fruits)
10. All raw or packaged foodstuffs must be of comparable quality. The State reserves the right to make the determination of comparable quality foodstuff.
11. Conventional cooking methods are the preferred forms of preparing all entrees served. Whenever possible meals must be made from scratch. Frozen food dinners, for instance, are not acceptable.
12. If Contractor wishes to use pre-prepared food, the request must be approved by State Project Director before use.
13. All baked goods must be used within a 48-hour period from preparation. Freezing bread, for instance, is not acceptable unless arrangements are made ahead of time with the State Project Director. Fresh bread is preferable.
14. Frozen prepared entrees will either have product specification sheet to document contributions to the meal pattern or a child nutrition (CN) label
15. All juice is to be 100% juice. Artificially flavored beverages, like Tang or Kool-Aid, are not acceptable.

The above specifications may be modified due to changes in the grading standards, by shortages, or by other valid reason with prior approval by the State Project Director.

**(i) STAFFING**

Contractor must maintain a stable, well-trained, and supportive food service staff.

**(I) BACKGROUND CHECKS**

The Contractor staff performing work on this contract must obtain a criminal background clearance within the requirements of current boarding school regulations and MEHS procedures. These procedures include the following:

1. All advertisements, notices, and postings for Contractor staff who perform services under the contract resulting from this solicitation will include the following language: “this position is subject to the successful completion of fingerprinting and a criminal background check”.
2. Contractor must provide to applicants a copy of the Criminal Justice Applicant’s Rights and Privacy Act Statement by the FBI.
3. Contractor staff must sign a consent form to allow MEHS to obtain fingerprints and perform a criminal background check.
4. If the Contractor staff refuses to consent, MEHS will not approve their employment for this contract.
5. Contractor staff may not provide services under the contract resulting from this solicitation if they have committed any disqualifying crimes which includes, but is not limited to, any barrier crime defined in Alaska Administrative Code [7 ACC 10.905](#).
6. Request for Variance: If an applicant is notified that a barrier crime or condition does exist, the provider or applicant may request a variance. This request must include:
  - a. An accurate description of the crime including any pertinent information such as protective orders or restrictive conditions
  - b. Comprehensive rationale for granting a variance
  - c. Demonstration of how the health, safety, and welfare of the recipient of services will be adequately protected
  - d. In determining a variance, MEHS staff may request further court records and/or documentation of the crime or resulting condition
7. The Contractor must contact the school within 48 hours of discovery that a previously approved employee has committed or allegedly committed a disqualifying crime. Contractor staff who committed or allegedly committed a disqualifying crime may continue service under this contract at the sole discretion of the State Project Director.

Contractor is required to submit new background checks to the State Project Director every five years.

**(II) SOLE EMPLOYER**

The Contractor shall be the employer of all personnel, student and professionals alike. All hiring, supervision, training, assignment of duties, and termination of employees shall be under the direction of the Contractor. The Contractor shall be required to provide a complete list of all employees to be used on campus by the Contractor at least one week prior to the start of each school year. The Contractor must notify the State Project Director in writing of any actual

or anticipated employee changes during the school year. Contractor must ensure that the background requirements are met prior to utilizing an employee. Prospective employees must be reviewed with the State Project Director ahead of official hiring in case a conflict of interest exists.

(III) FOOD SERVICE MANAGER

The Contractor shall employ a qualified manager to administer the food service operations and supervise all employees employed therein. All non-management food service employees shall be employees of the Contractor. The Contractor shall be solely responsible for food service employees on their respective payrolls, including responsibility for recruitment, employment, promotion, transfer, layoff, and termination.

The Food Service Manager shall operate the school food service program and work in close liaison with the State Project Director. Contractor's proposed Food Service Manager have a minimum of 3 years of experience in educational food service operations. Contractor's Food Service Manager must be available on-site or attending to State business at least 20 hours per week, on average, when school is in session.

The Contractor shall prepare and process the payroll for its employees and shall withhold and pay all applicable federal and state employment taxes and payroll insurance relating to its employees, including any income, social security, and unemployment taxes and workers' compensation costs. The Contractor shall indemnify, defend, and hold the other harmless from and against any claims, liabilities, and expenses related to or arising out of the indemnifying party's failure to fulfill its responsibilities under this section.

The State reserves the right to accept or reject the Contractor's selection of the Food Service Manager.

The Food Service Manager's responsibilities must include, but shall not be limited to, providing the following:

- (a) Normal operating responsibilities.
- (b) Short-range budget and financial planning.
- (c) Long-range budget and financial planning.
- (d) Weekly and/or monthly reports and financial data.
- (e) Collaborating routinely with building principals on food service operations.

Contractor must include in the proposal a suggested plan and schedule describing employee training with as much detail as possible, which the Contractor would perform during the term of the contract. Contractor's policy must maintain the highest ethical relationships with its customers, employees, suppliers, and competitors.

Within collective bargaining agreement parameters, the Contractor shall work with the State to use students or volunteers identified by the State to work in the food service program. Food services should not distract student workers from the educational process.

**(IV) STUDENT EMPLOYEES**

The Contractor must obtain permission from the State Project Director prior to hiring any students. Student employment hours shall not exceed 12 hours per week per student, and the actual times of day the students shall be employed must be approved by the State Project Director. Contractor must comply with all State and Federal employment laws.

**(V) PERSONAL BEHAVIOR**

The Contractor shall be subject to school expectations regarding personal behavior and use of school facilities. The Contractor shall be held responsible for enforcement of these regulations and will take appropriate disciplinary action when necessary. The Contractor nor Contractor Staff shall not socialize with Mt. Edgecumbe High School students.

**(VI) APPROVED USE**

The State Project Director reserves the right to approve the selection of any of the contractor management staff prior to assuming managerial responsibilities. Contractor management personnel shall be employed only so long as their work is acceptable to the school. Any Contractor staff found using the facilities for any other purpose than the provision of services under this RFP and the contract resulting from this solicitation may have their employment by the Contractor terminated immediately. The Contractor must report all such instances to the project director immediately.

**(VII) APPROPRIATE ATTIRE**

The Contractor shall maintain a professional management and supervisory staff and a trained staff of full-time and part-time support staff. Contractor employees must dress appropriately and shall not wear clothing that advertises or displays in any manner commercial products, ideologies, inappropriate words, or other items that the State Project Director determines to be inappropriate for a school setting.

The Contractor shall be responsible for advising Contractor Staff that they are expected to be dressed appropriately whenever on duty. Cleanliness and neatness shall be exhibited at all times. An example of inappropriate dress includes, but are not limited to, t-shirts, tank tops, apparel with alcohol and/or drug slogans, cut-offs or shorts, sandals, revealing apparel, soiled clothing, etc.

Hair restraints are mandatory while working. The Contractor will ensure this policy is always adhered to.

The Contractor must provide all required safety equipment and clothing required for the provision of the services.

**(VIII) REPORTING OF INAPPROPRIATE CONDUCT**

The Contractor shall immediately notify the State employee on duty and the State Project Director or, in their absence, the acting Director, of any misconduct or inappropriate action by a Contractor Staff while providing services in performance of this contract. Inappropriate action may include, but is not limited to, sexual contact, vulgarity, physical abuse, or inappropriate social contact. The State retains the right to have the Contractor Staff providing

services in performance of this contract relieved of any duties on the MEHS campus. The State retains the right to require the immediate dismissal of any Contractor Staff involved in any such misconduct after a thorough investigation has been conducted. Failure of the Contractor to report any such misconduct may result in the cancellation of this contract.

**(IX) STAFFING CHANGES**

Staffing changes may be initiated by the Contractor only with the prior consent of the State, which consent will not unreasonably be withheld. In effecting staffing changes, the Contractor and the State will work cooperatively to achieve the financial requirements and management goals set forth herein. The Contractor shall not implement any staffing change, which would limit or abridge any right or privilege of any State employee pursuant to any applicable collective bargaining agreement. “Staffing Change” shall include any hiring, termination, realignment of positions, change in the number of positions, substantial change in conditions of employment, and other similar staffing change, affecting State employees.

**(j) FACILITY, EQUIPMENT, AND NON-FOOD SUPPLIES**

The State will grant the Contractor the exclusive right to provide food service required by the school and the U.S. Department of Agriculture. The State will provide reasonable facilities and utilities to the contractor for the contractor to provide the food service program requested.

**(I) FACILITY USE**

1. The State Project Manager and the contractor’s on-site manager shall be the liaison parties to the agreement.
2. The State retains the right to control the usage of the facility.
3. The Contractor shall not use the school’s facilities in providing services, including, but not limited to, storing, or preparing food for any entity or concern outside of the contract resulting from this solicitation without explicit written consent of the State Project Director.
4. Contractor shall only use the facilities for the provision of services under the contract resulting from this solicitation. Unauthorized use of the facilities may be grounds for immediate termination of the contract.
5. The State will issue keys to the contractor prior to the beginning of service for the school year. Contractor shall return all keys to the State Project Director at the conclusion of services for the school year.
6. The State will provide adequate sanitary restroom facilities for Contractor Staff.

**(II) FACILITY AND EQUIPMENT INSPECTION**

1. The State will conduct an inspection of the residence-dining hall, and all other facilities assigned to the Contractor immediately prior to the term of the contract. This inspection is intended to determine the physical condition and cleanliness of the facility as a measurement of initial condition to establish requirements of the Contractor at termination of the contract resulting from this solicitation.
2. In the event of termination or at the end of the term of the contract resulting from this solicitation, the school will be responsible for initiating a second inspection as described

above. The Contractor shall be held responsible for the cost of returning the facilities to the condition as noted in the initial inspection.

3. The State reserves the right to conduct additional inspections at any time. The Contractor shall correct any deficiencies that may exist.

**(III) FACILITY MAINTENANCE AND EQUIPMENT**

1. Building maintenance, including but not limited to, kitchen and cafeteria equipment will be the responsibility of the State.
2. The State will be responsible for all building renovations and painting projects.
3. The State will maintain fire-safe hoods and flues and fans that are used in the food service area.

**(IV) UTILITIES**

1. The State will furnish all electricity, trash collection, heat, hot and cold water, pest control, and local telephone service.
2. The State will be responsible for local monthly telephone charges only. Any long distance or other charges beyond those described above shall be the responsibility of the Contractor.

**(V) NON-FOOD SUPPLIES**

1. Dining ware and kitchenware

The State will be responsible to provide non-school supplies needed to provide service. This includes plates, bowls, trays, eating utensils, kitchen supplies, serving trays, warming bins, appliances etc. The Contractor may make a request to the State Project Director for replacements based on normal wear-and-tear. Replacement of loss and breakage due to the negligence of the Contractor shall be at the Contractor expense. Preference supplies will be the responsibility of the Contractor. Equipment and supplies purchased by the State will remain the property of the State. Supplies and equipment purchased by the Contractor will remain the Contractor's property.

2. Linen and Paper Supplies

The Contractor shall be responsible for all laundry, paper supplies, janitorial supplies, uniforms, and linens.

**(k) RELATIONSHIPS**

**(I) CUSTOMER RELATIONSHIPS AND STUDENT ADVISORY BOARD**

The Contractor shall implement and maintain an effective on-going customer relationship program that meets the following objectives:

1. Prepare and distribute in all food service areas, and in all resident halls, periodic printed or electronic information that must inform and educate the resident students about the dining center and the food service program. The program will include at least the following:
  - a. Weekly menu distribution to all residence hall bulletin boards, electronic media, or as an inclusion in another weekly publication.



- b. The Contractor must meet monthly with the menu advisory board to discuss the previous month's menu and make changes, as approved by the School Project Director, to future menus.
2. The Sponsor shall establish and the FSMC shall participate in the formation, establishment, and periodic meetings of the Sponsor advisory board composed of students, teachers, and parents to assist in menu planning (Reference 7 CFR 210.16(a)(8)).
3. Solicit feedback from resident student population in an honest and deliberative effort to determine student opinion about the food service program. Contractor must report unaltered raw data reports, summaries, and results to the State Project Director. The Contractor must solicit opinions concerning hours of service, menu variety and preparation quality, employee attitude, food preparation, sanitation, and recommendations for improvement. Contractor proposal should describe how the contractor will accomplish this need and how they intend to respond to feedback.

**(II) WELLNESS COMMITTEE**

The Contractor's Food Services Manager must sit on the MEHS Wellness Committee. The Contractor's Food Services Manager is required to attend all meetings.

**(III) REGULAR MEETINGS**

The Food Services Manager will meet with the State Project Director or designee at least monthly to review contract performance, special meals planned, adherence to National School Lunch, and general feedback.

**(I) GUEST MEAL SERVICE**

Except for otherwise included in this contract, guests including, but not limited to, staff, employees, visiting teams, special guests, visiting parents may purchase meals from Contractor. Contractor shall charge no more than \$6.00 per meal. Contractor shall provide semi-formal meals including, but not limited to, premium meals such as steak or salmon, at a cost no more than \$6.00 per meal. Contractor shall provide guest meals for children six years of age and under at a cost of no more than \$3.00. The Contractor shall collect all cash for staff, faculty, and guest meals.

### **SEC. 3.04 CONTRACT TYPE**

This contract is a base fixed price contract plus a value-add menu for special meals. Value-add invoices can be paid above and beyond the total contract price without amending the contract. Value-add items are not guaranteed and are strictly at the request and approval of both the MEHS Superintendent and DEED Deputy Commissioner, when needed for special meal events such as:

1. Annual GPA Lunch
2. Administration Honor lunch
3. Early Special Meal Hot Breakfast
4. Annual Sport Activity Banquet Evening Meal
5. Annual Arts Activity Evening Meal

6. Special Activity Meals (lunch or dinner)
7. Refreshments

Refer to Sec 3.03(f)(xiii) for more information.

### **SEC. 3.05 PROPOSED PAYMENT PROCEDURES**

The state will make payments based on a monthly or negotiated payment schedule. Each billing must consist of an invoice and required report(s). No payment will be made until the required report(s) and invoice has been approved by the project director.

### **SEC. 3.06 CONTRACT PAYMENT**

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

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

### **SEC. 3.07 CONTRACT PRICE ADJUSTMENTS**

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

The Contractor or State may request price adjustments, no sooner than 12 months from the Contract execution date, and no more than once per contract year. Contractors must submit a request to the State at least thirty (30) days prior to the end of the current term. All Requests must be in writing and must be received 30 days prior to the Contract renewal date.

- a. If the Contractor or State fail to request a CPI price adjustment 30 days prior to the Contract renewal date, the adjustment will be effective 30 days after the State or Contractor receives their written request.
- b. Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor, Bureau of Labor and Statistics, Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Urban Alaska.
- c. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year reported HALF1 (January through June) (depends on the timing, may be HALF2 for July-December); and each HALF1 (or HALF2) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. All price adjustments must be approved by the Procurement Officer prior to the implementation of the adjusted pricing. Approval shall be in the form of a Contract Amendment issued by the Procurement Officer.

- d. Approval for all price increases is dependent upon full compliance with the terms of the Contract including reporting requirements.

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

### **SEC. 3.08 LOCATION OF WORK**

The location(s) the work is to be performed, completed, and managed is at Mount Edgecumbe High School in Sitka, Alaska.

The state **will** provide workspace for the contractor on the MEHS Campus. The contractor must provide any additional workspace they require.

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

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

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

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

### **SEC. 3.09 SUBCONTRACTORS**

Subcontractors will not be allowed.

### **SEC. 3.10 JOINT VENTURES**

Joint ventures will not be allowed.

### **SEC. 3.11 RIGHT TO INSPECT PLACE OF BUSINESS**

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

### **SEC. 3.12 CONTRACT PERSONNEL**

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

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### **SEC. 3.13 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES**

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

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

### **SEC. 3.14 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS**

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

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

### **SEC. 3.15 NONDISCLOSURE AND CONFIDENTIALITY**

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

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

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

- Student name(s);
- Student state school identification number(s);
- Student test score(s) or grade(s); and
- Any other student personal information, such as address, birth date, school name, health or disciplinary information; and
- Library records described in AS 40.25.140.

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

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

### **SEC. 3.16 INDEMNIFICATION**

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

### **SEC. 3.17 INSURANCE REQUIREMENTS**

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

acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits.

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

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

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

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

<b>Contract Amount</b>	<b>Minimum Required Limits</b>
Under \$100,000	\$300,000 per Claim/Annual Aggregate
\$100,000-\$499,000	\$500,000 per Claim/Annual Aggregate
\$500,000-\$999,999	\$1,000,000 per Claim/Annual Aggregate
\$1,000,000 or over	Refer to Risk Management

### **SEC. 3.18 TERMINATION FOR DEFAULT**

- a. If the Project Director or Procurement Officer determines that the contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the state may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all the remaining work.
- b. The Procurement Officer may also, by written notice, terminate this contract under Administrative Order 352 if the contractor supports or participates in a boycott of the State of Israel.

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

## SECTION 4. PROPOSAL FORMAT AND CONTENT

### SEC. 4.01 RFP SUBMITTAL FORMS

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

The Submittal Forms shall be the offeror’s entire proposal. Please do not include any marketing information in the proposal unless doing so does not cause you to exceed the page limits.

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

### SEC. 4.02 SPECIAL FORMATTING REQUIREMENTS

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

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

**Page Limits:** Submittal Forms listed below have maximum page limits. Offerors must not exceed the maximum page limits. Note, offeror may provide additional information such as menus or food safety examples that will not be counted in the page limits.

Submittal Form	Maximum Page Limits
Submittal Form A – Offeror Information and Certifications	7
<b>Submittal Form B – Experience and Qualifications</b>	<b>5</b>
<b>Submittal Form C – Understanding of the Project</b>	<b>5</b>
<b>Submittal Form D – Methodology Used for the Project</b>	<b>5</b>
<b>Submittal Form E – Management Plan for the Project</b>	<b>5</b>
Submittal Form F – Cost Proposal	1

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

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

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

- a) the laws of the State of Alaska;
- b) the applicable portion of the Federal Civil Rights Act of 1964;
- c) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;

- d) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- e) all terms and conditions set out in this RFP;
- f) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
- g) that the offers will remain open and valid for at least 90 days.

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

The Submittal Form also requests the following information:

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

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

#### **SEC. 4.04 EXPERIENCE AND QUALIFICATIONS (SUBMITTAL FORM B)**

Offerors must provide detail on how they meet or exceed the Minimum Prior Experience requirements in Sec. 1.04

Offerors must provide detail on the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

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

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

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the overall project.

Offerors should demonstrate their understanding of the deliverables.



Offerors are invited to identify any potential problems related to the project and provide possible solutions.

Offerors must demonstrate their understanding of the mission of Mt. Edgecumbe High School as it relates to the food service program and the integral part it plays in the success of the students.

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

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

Offerors must provide comprehensive narrative statements that set out the methodology they intend to employ and illustrate how the methodology will serve to accomplish the work.

For the purposes of this RFP, the Offeror shall refer to the sample 21-day Cycle Menu and Meal Pattern Requirements, developed in accordance with the meal pattern requirements specified in 210.16(b), and provided as Attachment 4. The offeror must develop and provide a copy of their unique sample 21-day menu as part of submittal form D; however, it will not be counted in the page limit. The menu shall meet the requirements stated in Public Law 111-296, the Healthy, Hunger-Free Kids Act of 2010 (HHFKA) for breakfasts and lunches. Changes thereafter may be made with the approval of the State Project Director. The Offeror must include a sample of menu items that would be offered for weekends and dinners. Even though there are not specific Child Nutrition regulations for meals outside of breakfast and lunch, it is still expected that the selections for dinner and weekends will be nutritious and offer a wide variety that encourages high student participation. This will be evaluated for adherence to all requirements, as well as creativity and the important objective of the ability to engage students in participation of the meals.

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

#### **SEC. 4.07 MANAGEMENT PLAN FOR THE PROJECT (SUBMITTAL FORM E)**

Offerors must provide comprehensive narrative statements that set out the management plan they intend to follow and illustrate how the plan will serve to accomplish the work and meet the state's project schedule, and deliverables. Offeror must clearly identify their plan for managing the following:

- Compliance with Alaska Food Code [18 AAC 31](#), food safety requirements including inspections as prescribed by USDA for its facilities and shall ensure that all state and local regulations are being met by the selected FSMC preparing or serving meals at any Sponsor facility. 7 CFR 210.16(a)(3).
- Maintenance of state and/or local health certifications as required under USDA Regulations 7 CFR 210.16(a)(7) and compliance with food safety inspection requirements as prescribed by USDA for its facilities.
- Ensure compliance with the rules and regulations of agencies and programs identified in this RFP including but not limited to USDA, Child Nutrition Programs (CNP) and National School Lunch Program, School Breakfast Program, etc.

- Meal Counts

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

## **SEC. 4.08 COST PROPOSAL (SUBMITTAL FORM F)**

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

Value-Add menu items:

1. **Annual GPA Lunch** – Contractor must provide lunch to include steak and special sides for students on the honor roll. The State estimates approximately 40 students and 10 State staff total typically once a year.
2. **Administration Honor lunch** -- Based on special honors, administration may request special lunch with a set number of students to include steak and special sides.
3. **Early Special Meal Hot Breakfast** -- Upon State Project Director request, Contractor must provide an early (7:15 am) hot breakfast for American College Testing (ACT) and Scholastic Aptitude Test (SAT) test takers on Saturday. The State estimates that this service will be requested four times per year with typically 10-30 students each time.
4. **Annual Sport Activity Banquet** – Contractor must provide Special Evening Meal for students, coaches, and State staff. Contractor must serve approximately 100 guests in the Activity Center or off campus to be determined by the State Project Director.
5. **Annual Arts Activity Banquet** – Contractor must provide Special Evening Meal for approximately 30 students and 10 coaches in the Activity Center or off campus to be determined by the State Project Director.
6. **Special Activity Meals (lunch or dinner)** – The State Project Director may request special activity meals to be transferred and served at a location away from the cafeteria for a group of students participating in a special event or academic activity, typically a group of 10-50 students. (ie. Special sandwich trays, Pizza/Salad etc). With State Project Director approval, extended families may request a meal to be transported off campus for their extended family (approximately 15-20 people) once each semester.
7. **Refreshments** – Contractor must provide Refreshments for special events upon the request and approval by the State Project Director. Refreshments must include, but are not limited to, cake, cookies, and punch. The State estimates that Refreshments may be requested up to 10 times per year.

## SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

### SEC. 5.01 SUMMARY OF EVALUATION PROCESS

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

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

### SEC. 5.02 EVALUATION CRITERIA

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

Overall Criteria	Weight
Responsiveness	Pass/Fail

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

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

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

**TOTAL EVALUATION POINTS AVAILABLE: 1000**

**SEC. 5.03 SCORING METHOD AND CALCULATION**

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

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

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

**Example (Max Points for the Section = 100):**

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

**Offeror 1** was awarded 75 points:

$$\begin{array}{r} \text{Offeror Total Score (30)} \\ \hline \end{array} \times \text{Max Points (100)} = \text{Points Awarded (75)}$$

Highest Total Score Possible (40)

**Offeror 2** was awarded 50 points:

$$\begin{array}{r} \text{Offeror Total Score (20)} \\ \hline \end{array} \times \text{Max Points (100)} = \text{Points Awarded (50)}$$

Highest Total Score Possible (40)

**Offeror 3** was awarded 100 points:

$$\begin{array}{r} \text{Offeror Total Score (40)} \\ \hline \end{array} \times \text{Max Points (100)} = \text{Points Awarded (100)}$$

Highest Total Score Possible (40)

## **SEC. 5.04 EXPERIENCE AND QUALIFICATIONS**

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

Did the offeror provide sufficient detail on how they meet or exceed the Minimum Prior Experience requirements in Sec. 1.04?

Did the offeror provide sufficient detail on the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP?

## **SEC. 5.05 UNDERSTANDING OF THE PROJECT**

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

- 1) How well has the offeror demonstrated a thorough understanding of the scope of the project?
- 2) How well has the offeror demonstrated comprehension of the deliverables?
- 3) How well has the offeror identified pertinent issues and possible solutions related to the project?
- 4) To what degree has the offeror demonstrated their understanding of the mission of Mt. Edgecumbe High School as it relates to the food service program and the integral part it plays in the success of the students?

## **SEC. 5.06 METHODOLOGY USED FOR THE PROJECT**

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

- 1) How well did the offeror provide comprehensive narrative statements that set out the methodology they intend to employ and illustrate how the methodology will serve to accomplish the work?
- 2) How well did the offeror complete the following:
  - a) The offeror must develop and provide a copy of their unique sample 21-day menu. The menu shall meet the requirements stated in Public Law 111-296, the Healthy, Hunger-Free Kids Act of 2010 (HHFKA) for breakfasts and lunches.
  - b) The Offeror must include a sample of menu items that would be offered for weekends and dinners. Even though there are not specific Child Nutrition regulations for meals outside of breakfast and lunch, it is still expected that the selections for dinner and weekends will be nutritious and offer a wide variety that encourages high student participation. This will be evaluated for adherence to all requirements, as well as creativity and the important objective of the ability to engage students in participation of the meals.

### **SEC. 5.07 MANAGEMENT PLAN FOR THE PROJECT**

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

- 1) How well did offerors provide comprehensive narrative statements that set out the management plan they intend to follow and illustrate how the plan will serve to accomplish the work?
- 2) How well did offerors clearly identify their plan for managing the following:
  - a) Compliance with Alaska Food Code [18 AAC 31](#), food safety requirements including inspections as prescribed by USDA for its facilities and shall ensure that all state and local regulations are being met by the selected FSMC preparing or serving meals at any Sponsor facility. 7 CFR 210.16(a)(3).
  - b) Maintenance of state and/or local health certifications as required under USDA Regulations 7 CFR 210.16(a)(7) and compliance with food safety inspection requirements as prescribed by USDA for its facilities.
  - c) Ensure compliance with the rules and regulations of agencies and programs identified in this RFP including but not limited to USDA, Child Nutrition Programs (CNP) and National School Lunch Program, School Breakfast Program, etc.
  - d) Meal Counts

### **SEC. 5.08 CONTRACT COST (COST PROPOSAL) SUBMITTAL FORM F**

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

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

**Example (Max Points for Contract Cost = 400):****Step 1**

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

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

**Step 2**

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

**Offeror #1 receives 400 points.**

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

**Offeror #2 receives 374.3 points.**

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

**Offeror #3 receives 336.8 points.**

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

**SEC. 5.09 ALASKA OFFEROR PREFERENCE**

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

**Example:****Step 1**

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

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

**Step 2**

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

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

### Step 3

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

Offeror #1	830 points
Offeror #2	840 points (740 points + 100 points)
<b>Offeror #3</b>	<b>900 points (800 points + 100 points)</b>

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

## SUMMARY OF EVALUATION PROCESS

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

- 10) Proposals will be assessed for overall responsiveness, which includes meeting the minimum requirements and timely, complete proposals. Proposals deemed non-responsive will be eliminated from further consideration.
- 11) A proposal evaluation committee (PEC), made up of at least three state employees or public officials, will evaluate specific parts of the responsive proposals.
- 12) The Submittal Forms, A-E, from each responsive proposal, will be sent to the PEC. No cost information (Submittal Form F) will be shared or provided to the PEC.
- 13) The PEC will independently evaluate and score the documents based on the degree to which they meet the stated evaluation criteria.
- 14) After independent scoring, the PEC will have a meeting, chaired by the procurement officer, where the PEC may have a group discussion prior to finalizing their scores.
- 15) The evaluators will submit their final individual scores to the procurement officer, who will then compile the scores and calculate awarded points as set out in Section 5.03.
- 16) The procurement officer will calculate scores for cost proposals as set out in Section 5.08 and add those scores to the awarded points along with factoring in any Alaska preferences.
- 17) The procurement officer may ask for best and final offers from offerors susceptible for award and revise the cost scores accordingly.
- 18) The state will then conduct any necessary negotiations with the highest scoring offeror and award a contract if the negotiations are successful.



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## SECTION 6. GENERAL PROCESS AND LEGAL INFORMATION

### SEC. 6.01 INFORMAL DEBRIEFING

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

### SEC. 6.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

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

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

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

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

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

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### **SEC. 6.03 SITE INSPECTION**

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

### **SEC. 6.04 CLARIFICATION OF OFFERS**

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

### **SEC. 6.05 DISCUSSIONS WITH OFFERORS**

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

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

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

### **SEC. 6.06 EVALUATION OF PROPOSALS**

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

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

### **SEC. 6.07 CONTRACT NEGOTIATION**

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

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items which would not influence the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they will be held virtually.

### **SEC. 6.08 FAILURE TO NEGOTIATE**

If the selected offeror

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

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

### **SEC. 6.09 OFFEROR NOTIFICATION OF SELECTION**

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

### **SEC. 6.10 PROTEST**

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

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

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

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

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

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

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

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

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

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

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

## SEC. 6.11 APPLICATION OF PREFERENCES

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

### [Application Of Preferences](#)

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

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

## SEC. 6.12 ALASKA BIDDER PREFERENCE

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

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

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

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

### **SEC. 6.13 ALASKA VETERAN PREFERENCE**

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

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

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

### **Alaska Veteran Preference Certification**

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

### **SEC. 6.14 ALASKA MILITARY SKILLS PROGRAM PREFERENCE**

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

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

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

### **Alaska Military Skills Program Preference Certification**

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

## **SEC. 6.15 STANDARD CONTRACT PROVISIONS**

The contractor will be required to sign the state's Standard Contract Form for Goods and Non-Professional Services (form SCF.DOC/Appendix A, B1). This form is attached with the RFP for your review. The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law, and the state reserves the right to reject a proposal that is non-compliant or takes exception with the contract terms and conditions stated in the Agreement. Any requests to change language in this document (adjust, modify, add, delete, etc.), must be set out in the offeror's proposal in a separate document. Please include the following information with any change that you are proposing:

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

## **SEC. 6.16 QUALIFIED OFFERORS**

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

- 1) Add value in the contract by performing, controlling, managing, or supervising the services to be provided; or
- 2) Be in the business of selling and have sold on a regular basis the supplies that are the subject of the RFP.

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

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**SEC. 6.17 PROPOSAL AS PART OF THE CONTRACT**

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

**SEC. 6.18 ADDITIONAL TERMS AND CONDITIONS**

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

**SEC. 6.19 HUMAN TRAFFICKING**

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

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

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

**SEC. 6.20 RIGHT OF REJECTION**

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

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

Minor informalities that:

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

may be waived by the procurement officer.

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

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

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**SEC. 6.21 STATE NOT RESPONSIBLE FOR PREPARATION COSTS**

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

**SEC. 6.22 DISCLOSURE OF PROPOSAL CONTENTS**

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

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

**SEC. 6.23 ASSIGNMENT**

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

**SEC. 6.24 FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)**

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

For the purposes of this RFP, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.



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## SEC. 6.25 DISPUTES

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

## SEC. 6.26 SEVERABILITY

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

## SEC. 6.27 SUPPLEMENTAL TERMS AND CONDITIONS

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

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

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

## SEC. 6.28 SOLICITATION ADVERTISING

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

## SEC. 6.29 FEDERALLY IMPOSED TARIFFS

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

- **Notification of Changes:** The contractor must promptly notify the procurement officer in writing of any new, increased, or decreased federal excise tax or duty that may result in either an increase or decrease in the contact price and shall take appropriate action as directed by the procurement officer.
- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:
  - a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract.

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

## **SECTION 7. ATTACHMENTS**

### **SEC. 7.01 ATTACHMENTS**

**Attachments:**

- 1) Submittal Forms A - E
- 2) Submittal Form F – Cost Proposal
- 3) Sample Standard Contract Form for Goods and Non-Professional Services
- 4) USDA Meal Patterns