

INVITATION TO BID (ITB) NUMBER 2015-0600-3076

RETURN THIS BID TO THE ISSUING OFFICE AT:



Department of Health and Social Services
Division of Finance and Management Services
Procurement Section
P.O. Box 110650
Juneau, Alaska 99811-0650

THIS IS NOT AN ORDER

DATE ITB ISSUED: April 15, 2015

ITB TITLE: FOOD SERVICES FOR THE MAT-SU YOUTH FACILITY

Sealed bids must be submitted to the Department of Health and Social Services, Finance and Management Services – Procurement Section at the above address and must be time and date stamped by the procurement office **prior to 2:00 P.M. Alaska Time on May 6, 2015** at which time they will be publicly open. Faxed bids will not be accepted.

IMPORTANT NOTICE: If you received this solicitation from the State's "Online Public Notice" web site, you must register with the Procurement Officer listed on this document to receive notification of subsequent amendments. Failure to contact the Procurement Officer may result in the rejection of your offer.

BIDDER'S NOTICE: By signature on this form, the bidder certifies that:

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

If a bidder fails to comply with (1) at the time designated in the ITB for opening the state will disallow the Alaska Bidder Preference. If a bidder fails to comply with (2) of this paragraph, the state may reject the bid, terminate the contract, or consider the contractor in default. Bids must be also submitted under the name as appearing on the bidder's current Alaska business license in order to receive the Alaska Bidder Preference.

RODRIGO PASION
PROCUREMENT OFFICER

COMPANY SUBMITTING BID

*DOES YOUR BUSINESS QUALIFY FOR
THE
ALASKA BIDDER PREFERENCE?
[] YES [] NO

AUTHORIZED SIGNATURE

*DOES YOUR BUSINESS QUALIFY FOR
THE
ALASKA VETERAN PREFERENCE?
[] YES [] NO

TELEPHONE NUMBER
(907) 465-5293

PRINTED NAME

*SEE ITB FOR EXPLANATION OF CRITERIA
TO QUALIFY

DATE

E-MAIL ADDRESS

ALASKA BUSINESS LICENSE NUMBER

FEDERAL TAX ID NUMBER

TELEPHONE NUMBER

INSTRUCTIONS TO BIDDERS:

1.INVITATION TO BID (ITB) REVIEW: Bidders shall carefully review this ITB for defects and questionable or objectionable material. Bidders' comments concerning defects and questionable or objectionable material in the ITB must be made in writing and received by the purchasing authority at least ten (10) days before the bid opening date. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective bid, upon which award cannot be made, and the resultant exposure of bidders' prices. Bidders' original comments should be sent to the purchasing authority listed on the front of this ITB.

2.BID FORMS: Bidders shall use this and attached forms in submitting bids. A photocopied bid may be submitted.

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

Bidder's Return Address

Department of Health and Social Services
Division of Finance and Management Services
Rodrigo Pasion
P.O. Box 110650
Juneau, AK 99811-0650

ITB No.: 2015-0600-3076

Opening Date: May 6, 2015 at 2:00 P.M.

Important Note: There is **no** overnight express mail delivery to Juneau, Alaska. Expedited mail service takes at least two nights.

ELECTRONIC BID SUBMISSION: Bids may be emailed to hss.procurement.proposal@alaska.gov, no later than the date and time listed on page one of this ITB as the deadline for receipt of bids, and must contain the ITB number in the subject line of the email. Emailed bids must be submitted as an attachment in PDF format. Please note that the **maximum** size of a single email (including all text and attachments) that can be received by the state is **20mb (megabytes)**. If the email containing the bid exceeds this size, the bid must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above. The state is not responsible for unreadable, corrupt, or missing attachments. It is the bidder's responsibility to contact the issuing office at (907) 465-5293 to confirm that the bid has been received. Failure to follow the above instructions may result in the bid being found non-responsive and rejected.

Note: All correspondence before the deadline must be emailed to rodrigo.pasion@alaska.gov. Bids must be emailed to hss.procurement.proposal@alaska.gov or mailed to the above address.

4.PRICES: The bidder shall state prices in the units of issue on this ITB. Prices quoted for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices quoted for services must be quoted in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost. Prices

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quoted in bids must be exclusive of federal, state, and local taxes. If the bidder believes that certain taxes are payable by the State, the bidder may list such taxes separately, directly below the bid price for the affected item. The State is exempt from Federal Excise Tax except the following:

- Coal - Internal Revenue Code of 1986 (IRC), Section 4121 - on the purchase of coal;
- "Gas Guzzler" - IRC, Section 4064 - on the purchase of low m.p.g. automobiles, except that police and other emergency type vehicles are not subject to the tax;
- Air Cargo - IRC, Section 4271 - on the purchase of property transportation services by air;
- Air Passenger - IRC, Section 4261 - on the purchase of passenger transportation services by air carriers.
- Leaking Underground Storage Tank Trust Fund Tax (LUST) - IRC, Section 4081 - on the purchase of Aviation gasoline, Diesel Fuel, Gasoline, and Kerosene.

5.VENDOR TAX ID NUMBER: If goods or services procured through this ITB are of a type that is required to be included on a Miscellaneous Tax Statement, as described in the Internal Revenue Code, a valid tax identification number must be provided to the State of Alaska before payment will be made.

6.FILING A PROTEST: A bidder may protest the award of a contract or the proposed award of a contract for supplies, services, or professional services. The protest must be filed in writing and include the following information: (1) the name, address, and telephone number of the protester; (2) the signature of the protester or the protester's representative; (3) identification of the contracting agency and the solicitation or contract at issue; (4) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and (5) the form of relief requested. Protests will be treated in accordance with Alaska Statutes (AS) 36.30.560-36.30.610.

CONDITIONS:

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

2.COMPLIANCE: In the performance of a contract that results from this ITB, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws; be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and borough taxes.

3.SUITABLE MATERIALS, ETC.: Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.

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

5.FIRM OFFER: For the purpose of award, offers made in accordance with this ITB must be good and firm for a period of ninety (90) days from the date of bid opening.

6.EXTENSION OF PRICES: In case of error in the extension of prices in the bid, the unit prices will govern; in a lot bid, the lot prices will govern.

7.BID PREPARATION COSTS: The State is not liable for any costs incurred by the bidder in bid preparation.

8.CONSolidATION OF AWARDS: Due to high administrative costs associated with processing of purchase orders, a single low bid of \$50 or less may, at the discretion of the State, be awarded to the next low bidder receiving other awards for consolidation purposes. This paragraph is not subject to the protest terms enumerated in “*INSTRUCTION TO BIDDERS*”, “*FILING A PROTEST*” above.

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

10. CONFLICT OF INTEREST: An officer or employee of the State of Alaska may not seek to acquire, be a party to, or possess a financial interest in, this contract if (1) the officer or employee is an employee of the administrative unit that supervises the award of this contract; or (2) the officer or employee has the power to take or withhold official action so as to affect the award or execution of the contract.

11. ASSIGNMENT(S): Assignment of rights, duties, or payments under a contract resulting from this ITB is not permitted unless authorized in writing by the procurement officer of the contracting agency. Bids that are conditioned upon the State’s approval of an assignment will be rejected as nonresponsive.

12. SUBCONTRACTOR(S): Within five (5) working days of notice from the state, the apparent low bidder must submit a list of the subcontractors that will be used in the performance of the contract. The list must include the name of each subcontractor and the location of the place of business for each subcontractor and evidence of each subcontractor's valid Alaska business license.

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

14. LATE BIDS: Late bids are bids received after the time and date set for receipt of the bids. Late bids will not be accepted.

15. CONTRACT EXTENSION: Unless otherwise provided in this ITB, the State and the successful bidder/contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.

16. DEFAULT: In case of default by the contractor, for any reason whatsoever, the State of Alaska may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.

17. DISPUTES: If a contractor has a claim arising in connection with a contract resulting from this ITB that it cannot resolve with the State by mutual agreement, it shall pursue a claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.

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

19. GOVERNING LAW; FORUM SELECTION: A contract resulting from this ITB is governed by the laws of the State of Alaska. To the extent not otherwise governed by section 17 of these Standard Terms and Conditions, any claim concerning the contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

SPECIAL CONDITIONS:

1.ORDER DOCUMENTS: Except as specifically allowed under this ITB, an ordering agency will not sign any vendor contract. The State is not bound by a vendor contract signed by a person who is not specifically authorized to sign for the State under this ITB. The State of Alaska Purchase Order, Contract Award and Delivery Order are the only order documents that may be used to place orders against the contract(s) resulting from this ITB.

2.BILLING INSTRUCTIONS: Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order, not to the Division of General Services. The ordering agency will make payment after it receives the merchandise or service and the invoice. Questions concerning payment must be addressed to the ordering agency.

3.CONTINUING OBLIGATION OF CONTRACTOR: Notwithstanding the expiration date of a contract resulting from this ITB, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.

PREFERENCES:

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

2.ALASKA VETERAN PREFERENCE: If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990(2) and is a qualifying entity as defined in AS 36.30.321(f), they will be awarded an Alaska veteran preference of five percent (5%). The preference will be given to a (1) sole proprietorship owned by an Alaska veteran; (2) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans; (3) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or (4) corporation that is wholly owned by individuals and a majority of the individuals are Alaska veterans, and may not exceed \$5,000. The bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other governments, or the general public - AS 36.30.321(i).

3.USE OF LOCAL FOREST PRODUCTS: In a project financed by state money in which the use of timber, lumber and manufactured lumber is required, only timber, lumber and manufactured lumber products originating in this state from Alaska forests shall be used unless the use of those products has been determined to be impractical, in accordance with AS 36.15.010 and AS 36.30.322.

4.LOCAL AGRICULTURAL AND FISHERIES PRODUCTS PREFERENCE: When agricultural, dairy, timber, lumber, or fisheries products are purchased using state money, a seven percent (7%) preference shall be applied to the price of the products harvested in Alaska, or in the case of fisheries products, the products harvested or processed within the jurisdiction of Alaska, in accordance with AS 36.15.050.

5.ALASKA PRODUCT PREFERENCE: A bidder that designates the use of an Alaska Product which meets the requirements of the ITB specification and is designated as a Class I, Class II or Class III Alaska Product by the Department of Community & Economic Development shall receive a preference in the bid evaluation in accordance with AS 36.30.332 and 3 AAC 92.010.

6.EMPLOYMENT PROGRAM PREFERENCE: If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990(2), and is offering goods or services through an employment program as defined under 36.30.990(12), they will be awarded an Employment Program Preference of fifteen percent (15%) in accordance with AS 36.30.321(b).

7.ALASKANS WITH DISABILITIES PREFERENCE: If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990(2), and is a qualifying entity as defined in AS 36.30.321(d), they will be awarded an Alaskans with Disabilities Preference of ten percent (10%) in accordance with AS 36.30.321(d). A bidder may not receive both an Employment Program Preference and an Alaskans with Disabilities Preference.

8.PREFERENCE QUALIFICATION LETTER: Regarding preferences 6 and 7 above, the Division of Vocational Rehabilitation in the Department of Labor and Workforce Development maintains lists of Alaskan; [1] employment programs that qualify for preference, and [2] individuals who qualify for preference as Alaskan's with disabilities. In accordance with AS 36.30.321(i), in order to qualify for one of these preferences, a bidder must add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, a bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

As evidence of an individual's or a business' right to a certain preference, the Division of Vocational

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

ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES: Prior to the award of a contract, a bidder must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran and Alaskans with Disabilities Preference, a bidder must hold a valid Alaska business license at the time designated for bid opening. Bidders should contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, P. O. Box 110806, Juneau, Alaska 99811-0806, for information on these licenses.

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

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

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

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

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

ALASKA BIDDER PREFERENCE: An Alaska Bidder Preference of five percent will be applied prior to evaluation. The preference will be given to a bidder who:

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

Alaska Bidder Preference Affidavit

In order to receive the Alaska Bidder Preference, the bid must also include a statement certifying that the bidder is eligible to receive the Alaska Bidder Preference.

If the bidder is a LLC or partnership as identified in (4) of this subsection, the affidavit must also identify each member or partner and include a statement certifying that all members or partners are

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residents of the state.

If the bidder is a joint venture which includes a LLC or partnership as identified in (4) of this subsection, the affidavit must also identify each member or partner of each LLC or partnership that is included in the joint venture and include a statement certifying that all of those members or partners are residents of the state.

BIDDERS WITH DISABILITIES: The State of Alaska complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to participate in this procurement should contact the Division of Finance and Management Services at one of the following numbers no later than five (5) days prior to bid opening date to make any necessary arrangements.

Telephone: (907) 465-5293
Fax: (907) 465-6421
TDD: (907) 465-3196

COMPLIANCE WITH ADA: By signature of their bid the bidder certifies that they comply with the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government.

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

PREFERENCE QUALIFICATION: In order to qualify for an Alaska Veterans Preference, Employment Program Preference, or Alaskans with Disabilities Preference, a bidder must add value by actually performing, controlling, managing, and supervising the services provided, or a bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

CONTRACT PERFORMANCE LOCATION: By signature on their bid, the bidder certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States.

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

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

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

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

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/g/tip/>

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

CONTRACT INTENT: This Invitation to Bid (ITB) is intended to result in the purchase, preparation, and delivery of meals to the Mat-Su Youth Facility (MSYF). The length of the contract will be from July 1, 2015 through June 30, 2016 with the option to renew for three (3) additional one (1) year optional renewals for the Department of Health and Social Services, Division of Juvenile Justice. The contractor will provide two (2) meals per day to the Residents and Staff of the contract facility. The meals must include dietary foods as required by Residents, as ordered by the facility nurse or physician or licensed primary health care provider.

The contractor shall meet or exceed the requirements outlined in the USDA National School Lunch Program Regulations 7 CFR 210, and USDA Donated Commodities Program Regulations 7 CFR 250 to ensure that MSYF's participating in these revenue-generating programs is not compromised.

NOTICE OF INTENT TO AWARD: After the responses to this ITB have been opened and evaluated, a tabulation of the bids will be prepared. This tabulation, called a Notice of Intent to Award, serves two purposes. It lists the name of each company or person that offered a bid and the price they bid. It also provides notice of the state's intent to award a contract(s) to the bidder(s) indicated. A copy of the Notice of Intent will be mailed to each company or person who responded to the ITB. Bidders identified as the apparent low responsive bidders are instructed not to proceed until a Purchase Order, Contract Award, Lease, or some other form of written notice is given by the contracting officer. A company or person who proceeds prior to receiving a Purchase Order, Contract Award, Lease, or some other form of written notice from the contracting officer does so without a contract and at their own risk.

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

FEDERAL EXCISE TAX: The State of Alaska is exempt from Federal Excise Tax except for the following:

- Coal - Internal Revenue Code of 1986 (IRC), Section 4121 - on the purchase of coal;
- "Gas Guzzler" - IRC, Section 4064 - on the purchase of low m.p.g. automobiles, except that police and other emergency type vehicles are not subject to the tax;
- Air Cargo - IRC, Section 4271 - on the purchase of property transportation services by air;
- Air Passenger - IRC, Section 4261 - on the purchase of passenger transportation services by air charter.
- Leaking Underground Storage Tank Trust Fund Tax (LUST) - IRC, Section 4081 - on the purchase of Aviation gasoline, Diesel Fuel, Gasoline, and Kerosene.

The State of Alaska is also exempt from State Motor Fuel Taxes. The appropriate exemption forms will accompany a contract(s) resulting from this ITB. The state is not exempt from the Federal Superfund Tax.

CONTRACT ADMINISTRATION: The administration of this contract is the responsibility of Rodrigo Pasion, Procurement Specialist (or designee), Department of Health and Social Services.

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.

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

Proof of insurance is required for the following:

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

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

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

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

FIRM, UNQUALIFIED AND UNCONDITIONAL OFFER: Bidders must provide enough information with their bid to constitute a definite, firm, unqualified and unconditional offer. To be responsive a bid must constitute a definite, firm, unqualified and unconditional offer to meet all of the material terms of the ITB. Material terms are those that could affect the price, quantity, quality, or delivery. Also included as material terms are those which are clearly identified in the ITB and which, for reasons of policy, must be complied with at risk of bid rejection for non-responsiveness.

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LOCAL AGRICULTURAL AND FISHERIES PRODUCT PREFERENCE: By signature of the bid and by checking the Agricultural and Fisheries Product Preference box beneath each line item, the bidder certifies that the product offered meets the requirements of AS 36.15.050 and is entitled to a preference in accordance with the provisions of that statute.

ALASKA PRODUCT PREFERENCE: Bidders who offer products which have received certification by the Department of Commerce and Economic Development and that are listed in the current published edition of the "Alaska Products Preference List" will receive this preference. In order to qualify for the Alaska Product Preference, a bidder must provide the qualified product on a 100% basis. There are no provisions under Alaska Statutes or regulations that allow for product exchanges/substitutions, or permit the product to be co-mingled with other products. Rather, AS 36.30.330 provides for a penalty for failing to use the designated Alaska products.

Products are classified in one of three categories:

- Class I products receive a three percent preference.
- Class II products receive a five percent preference.
- Class III products receive a seven percent preference.

Bidders must check the correct preference box beneath each line item. When the bids are evaluated, the preference percentage will be deducted from the bid price. If a bidder fails to check one of the product preference boxes, no preference will be given.

EXAMPLE

BID SCHEDULE

ITEM NO.	QTY.	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.	60	DOZ.	Ajax Eggs	\$ _____	\$ _____

I certify that the product offered is entitled to the local agricultural, timber, or fisheries product preference in accordance with AS 36.15.050. ☐ YES ☐ NO

2.	20	EACH	Ajax Aluminum Widgets	\$ _____	\$ _____
----	----	------	-----------------------	----------	----------

I certify that the product offered is entitled to a:

- (1) CLASS I @ 3% ☐
- (2) CLASS II @ 5% ☐
- (3) CLASS III @ 7% ☐

Alaska Products Preference in accordance with 3 AAC 92.

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

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Security Act and HIPAA. The contractor must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

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

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.

CONTRACT PERIOD: The length of the contract will be from the date of award through June 30, 2016, with the option to renew for three (3) additional one (1) year terms under the same terms and conditions as the original contract. Renewals are to be exercised solely by the state.

PRICE ADJUSTMENTS:

Consumer Price Index (CPI): *Contract prices for equipment and/or service will remain firm through June 30, 2016.*

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

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

The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six month average (January through June OR July through December 2015); and each (January through June OR July through December 2015 six month

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average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed.

PRICE DECREASES: During the period of the contract all price decreases experienced by the contractor must be passed on to the state. A contractor's failure to strictly and faithfully adhere to this clause, within the time required, will be considered in breach of contract.

F.O.B. POINT: The F.O.B. point for all items purchased under this contract is the final destination anywhere within the State of Alaska. Ownership of and title to the ordered items remains with the contractor until the items have been delivered to their final destination and are accepted by the state.

INVOICES: Invoices shall be submitted monthly or on a negotiated payment schedule to the Youth Facility. Each invoice must indicate the number of Lunches/Suppers, and Dinners that were served during the previous month. If a special event or meal is served by the contractor, the contractor shall include the event or meal on the monthly invoice as a separate line item.

The invoices shall indicate the number of Residents charged at the Single Meal Rate offered in response to this ITB for each meal. The invoices must also detail the number of meals provided to Juvenile Justice Officers. The contractor shall invoice the Single Meal Rate for each meal served to Juvenile Justice Officers as a separate line item.

THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED: Because of the additional administrative and accounting time required of state agencies when third party financing agreements are permitted, they will not be allowed under this contract.

QUANTITIES: The quantities referenced in this ITB are sample representative lots and are only for the purpose of evaluation. The state does not guarantee any minimum purchase. Orders will be issued throughout the contract period on an as-needed basis.

The number of meals required each day will vary. The following table illustrates the estimated number of each meal for each day. The numbers provided are estimates only. The state does not guarantee any minimum or maximum number of meals will be purchased.

CONTRACT FACILITY	DIVISION	LUNCH	DINNER	TOTAL
MAT-SU YOUTH FACILITY	DJJ	12	12	24

The contractor must contact the Youth Facility for the meal count prior to each meal. Contact with the Youth Facility must be accomplished to allow sufficient time for the contractor to have adequate meal preparation and delivery time. This procedure should reduce and/or eliminate the chance of meal shortages. The contractor shall be responsible for delivery of meals daily to the Youth Facility 30 minutes prior to the start of the specified mealtime.

PRODUCT QUALITY: The contractor will be held responsible for the quality of the food. The state will reject any item that does not meet USDA rules below.

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

- a) The successful contractor will comply with the, State Juvenile Programs and Institutions Statute AS 47.14 and 7 AAC 52 of Alaska Administrative Code, Juvenile Confidentiality Statute AS

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47.12.300 through AS 47.12.315 and AAC 7 AAC 52.050 and 7 AAC 54.300 through 7 AAC 54.450 and 7 AAC 54.900 of Alaska Administrative Code and all other applicable State and Federal Regulations.

- b) The contractor will meet or exceed the requirements outlined in the USDA National School Lunch Program Regulations 7CFR 210, and USDA Donated Commodities Program Regulations 7CFR 250, to ensure that the Youth Facility's participation in these revenue-generating programs is not compromised.
- c) The contractor will comply with 18 AAC 31, The Alaska Food Code.
- d) The contractor must also be in compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR, Part 15), and Energy Policy (7 CFR 3016.36(i)(13)). In addition, the contractor must conduct all program operations in accordance with 7 CFR parts 210,215,220,245 and 250 as well as FCS instructions and policy.

SERVICE CONTRACT DEFICIENCIES: The contractor's failure to provide a service required by this contract will be grounds for the Procurement Officer to issue a Service Deficiency Claim (SDC) to the contractor. The SDC will be provided to the contractor in writing. The contractor will advise the Procurement Officer, in writing, of the corrective action being taken.

If a deficiency is not corrected within 7.5 working hours from the time it is issued, the Procurement Officer may issue another SDC and procure, from another contractor, the services necessary to correct the problem. The contractor will then be obligated to reimburse the state for the amount required to correct the problem.

If a contractor gets more than two substantiated SDCs in a 30-day period or a total of five substantiated SDCs in a 60-day period, it will be grounds for the state to declare the contractor in default.

CONTRACT CANCELLATION: The state reserves the right to cancel the contract at its convenience upon 30 calendar days written notice to the contractor. The state is liable only for payment in accordance with the payment provisions of this contract for services or supplies provided before the effective date of termination. Sanctions for violation or breach of the contract and benefits thereof. (7 CFR 3016.36(i)(1), 7 CFR 3019.48(a))

METHOD OF AWARD: Award will be made to the lowest responsive and responsible bidder. In order to be considered responsive, bidders must bid on all items.

BID SUBMITTAL: To be Considered Responsive, the Bidder must return the following items:

- 1) Page 1 of this ITB with contractor information filled in and signed.
- 2) Page 21 Bid Schedule.
- 3) Page 22 Bidders information completely filled in as requested.
- 4) Page 29 Federal requirements signed.
- 5) Service offered must meet the specifications as described in this ITB.
- 6) Return any amendments that request the amendment be signed by the bidder and returned with the bid.
- 7) The terms and conditions of this bid must be accepted as written. Any changes made to the terms and conditions and/or specifications within the ITB will disqualify the bid and the bid will be declared non-responsive. 2 AAC 12.840(b) states: "*A bid that is conditioned by the bidder and the condition requires a change to a material term of the solicitation is nonresponsive unless conditioned bids are specifically authorized in the invitation to bid.*"

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DEFINITIONS: For the purposes of clarification, the following terms apply to this ITB and the ensuing contract.

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

Certified Food Protection Manager (CFPM): A CFPM is a person who has passed one of the following three national exams: 1.National Restaurant Association; 2.Prometric; 3.National Registry of Food Safety Professionals; The CFPM is an employee of the contractor who is responsible for food safety as specified in the Alaska Food Code 18 AAC 31.

Consumables: Consumables are all items used by the contractor that are either consumed or used in a manner that will not permit them to be reused. Consumables include, but are not limited to, all foods and food supplies, plastic utensils, paper napkins, paper plates and all other single use food service items.

Procurement Officer: The Procurement Officer is the Department of Health and Social Services state employee that has the sole authority to issue amendments to the contract established by this ITB. The Procurement Officer is not located and does not work at any of the Youth Facilities.

Daily Board Rate: The Daily Board Rate is the total of the Single Meal Rates offered to provide Lunch/Supper, and Dinner, in response to this proposal and includes the costs for all other services associated with the performance of the services required under this contract.

Facility Administrator: The Facility Administrator is the state employee that is the lead contact for the contractor at each Youth Facility.

Food Service Manager: The Food Service Manager is an employee of the contractor and is responsible for the day to day operation of the program.

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

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

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

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

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

Youth Facility: Mat-Su Youth Facility (MSYF)

BACKGROUND: MSYF has a total of 15 detention beds. MSYF is a restorative justice agency and is committed to holding youths accountable for their behavior while promoting safety and restoration for victims and communities. MSYF actively assists offenders and their families with the development of skills to prevent crimes.

SPECIFICATIONS

The contractor shall meet the following Specific Responsibilities:

- Provide or secure a location in which to prepare meals for the Residents of the Youth Facility. There will be no food preparation at the Youth Facility. The contractor will not have access to the Youth Facility and is responsible for all costs associated with securing a location. The food will be served at the Youth Facility by either the Residents or the Juvenile Justice staff on site. The contractor must ensure health certification of location and assure all state and local regulations are being met.
- The contractor will provide the transportation and delivery of meals to the Youth Facility. The contractor will be liable for all damages or injuries caused by the negligent operation of any motor vehicle by the employees of the contractor.
- A 21 day cycle menu is provided as Appendix Two (pages 25-28) of this ITB. The 21 day cycle menu provided will be used by the contractor for the first twenty one (21) days of meal service provided to the Youth Facility. For information on recipes, following is a link to the USDA Food and Nutrition Service Resource Library.
http://teamnutrition.usda.gov/Resources/usda_recipes.html
- If, after the first twenty one (21) day period, the contractor would like to make a change to the menu, the new menu item and the reason for the change must be provided to the Facility Administrator or Designee for approval at least 48 hours in advance of the proposed change. Any changes must be developed in accordance with the USDA National School Lunch Program Regulations 7CFR 210, and USDA Donated Commodities Program Regulations 7CFR 250, and meet or exceed the Recommended Daily Dietary Allowances (RDA) requirements. If approved, the menu change must be provided to the Youth Facility for posting in the kitchen. A copy of all approved menus and changes to the menus must be retained by the contractor for at least 30 days. Menu changes must take into consideration the food habits and preferences of the Youth Facility Residents and must fit within the Daily Board Rate offered in response to this ITB. The contractor may establish advisory board of parents, teachers and students to assist in menu planning.
- A file of tested, standardized recipes designed specifically for the Residents of the contract facility and adjusted to appropriate yield, must be used in the preparation of all meals provided under this contract. Child Nutrition labels are required for foods items that don't have a standardized recipe. Recipes must make use of USDA donated commodities and must include an accurate listing and amount of ingredients for each food served. The recipe file must be

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maintained at the contractor's office and copies of the recipes must be provided to the state upon reasonable request.

- Congregate meal times are indicated on the following table and must be accommodated by the contractor.

<u>Lunch</u>	<u>Dinner</u>
12:00 Noon	5:00 PM

- All special diets must be ordered by an attending physician or the facility nurse. A Medical Statement Form to Request Special Meals and/or Accommodations shall be submitted to the contractor when special diets are requested.
 1. Special diets may be diabetic or vegetarian meals, or may include modified diets due to allergies, pregnancies, or Residents on suicide watch (food that do not require eating utensils).
 2. Special, unusual, or complex diets are planned by the Food Service Manager and must meet the USDA requirements.
 3. Each special meal must be identified to ensure the appropriate Resident receives their diet as ordered.
- All traditional game foods that are served at a Youth Facility must meet or exceed the requirements described in Appendix One (pages 23-24) of this ITB.
- Additional meals may also be required at the Youth Facility. The Facility Administrator or Designee at the contract location will file a special request with the contractor providing adequate time, prior to each meal if additional meals are required. The advanced notice time frame will be mutually agreed upon by both the Facility Administrator and the contractor upon the first use of this request.
- The cost of meals provided to the Juvenile Justice Officers shall be billed to the Youth Facility at the Single Meal Rate and must be identified on the monthly invoice as "Juvenile Justice Officers."
- For quality assurance purposes, meals to the Facility Administrators should be provided free of charge on a bi-monthly basis. The meals should be of the same quality, quantity and consistency as the meals served to the Residents at each Youth Facility. A limited number of other free meals (no more than ten per year) will also be provided to the DJJ Directors and members of the Advisory Board.
- The contractor is required to provide only the following minimum programs and special meals. Any special events other than those specified below will become the responsibility of the sponsor of the special event.
 1. **Holidays:** Special traditional holiday meals will be served at the Youth Facility for Easter, Thanksgiving and Christmas. The cost of special meals must be included in the price of the Single Meal Rate offered in response to this ITB. On Memorial Day, Independence Day and Labor Day the meals served at the Youth Facility may consist of, but not be limited to; hamburgers, hot dogs, buns, chips, condiments, etc. For these holidays, the contractor may be requested to deliver a portion of the meals cooked and ready to serve as well as portions which are uncooked for preparation by Youth Facility Staff and Residents on an outdoor barbecue. The contractor will receive at least 24 hours

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advanced notice from the Facility Administrator or Designee of these special requests to allow for adequate preparation time.

2. **As required:** The contractor will provide box lunches to Residents who will be off premises. Requests for box lunches must be submitted to the contractor in writing by the facility staff at least 24 hours in advance. Periodic special events planned by Youth Facility staff may be scheduled by the Youth Facility. Requests for meal preparation for these events will be submitted to the contractor at least 24 hours in advance to allow adequate preparation time.
- The contractor must utilize to the maximum extent possible, all USDA donated foods for the purpose of providing benefits for the Youth Facility's food service operation and will be deducted from the monthly payment to the contractor. The contractor will comply with the storage and inventory requirements of USDA donated foods.
 1. The contractor is responsible for ordering, selecting storing, and managing USDA donated foods, procuring processed end products, paying processing fees or submitting refund requests, or remitting funds for the value of USDA donated foods in processed end products.
 2. The contractor must use all other USDA donated foods, or will use commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the USDA donated foods.
 3. The contractor must comply with the storage inventory requirements for USDA donated foods.
 4. The Youth Facility may perform an onsite review of the food service operation, including the review of records, to ensure compliance with requirements for the management and use of USDA donated foods.
 5. The contractor must maintain records of receipt of donated foods and processed end products, of crediting for the value of USDA donated foods, and other records relating to USDA donated foods.
 6. The Youth Facility shall ensure that the contractor complied with USDA donated food provisions before contract renewal.
 - a) Certification Regarding Lobbying. (7 CFR 3018, 7 CFR 3019 Appendix A (7)) A new certification is also required for each renewal period.
 7. The contractor must ensure that its system of inventory management does not result in the Youth Facility being charged for USDA donated foods.
 8. The contractor will not enter into the processing agreement with the processor as required in subpart C of 7 CFR part 250.
 - The Youth Facility must retain signature authority for the Child Nutrition Program Food Services Contract, Free and Reduced-Price Policy Statement, and any and all claims made for reimbursement.
 - The Youth Facility must maintain approval and signatory responsibility for free and reduced-price meals and free milk. Such responsibilities include the approval of applications for such meals and/or milk, conduct of any hearings related to such determinations, and verification of applications for free and reduced-price meals.
 - The Youth Facility will provide the steam tables and/or cold tables necessary for proper food service, cups, plates, bowls, silverware/plastic ware, napkins, and all serving containers and covers (bowls, steam pans, and insulated carriers) used for transporting hot food.

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- The contractor will assist the Youth Facility with portioning of foods, and provide training on portion size to assure all clients receive adequate portions. Cold food will be transported in containers that are covered sufficiently to preserve freshness. All salads, and desserts will be transported in bulk, wrapped and ready to serve. All serving containers and lids for cold food used for transporting cold foods will be provided by the contractor.
- The Youth Facility will conduct a written food survey twice a year which will be tabulated by the contractor and forwarded to the Facility Administrator or Designee within 14 days.
- Production records must be kept for all meals claimed for reimbursement which include lunch. Production records shall be provided to the Youth Facility each month. Production records requirements are:
 1. Date: month/day/year;
 2. Menu: include all items served;
 3. Items that meet the requirement for meal pattern/reimbursement;
 4. Meals: the number of child and adult meals served and
 5. Quantity: total amount of food used in preparation of meals and menu items, quantities of food utilized, and serving sizes as the Youth Facility requires in support of their Claim for Reimbursement.
 6. This claim information must be submitted to the Office Assistant designated by the Facility Administrator no later than the 10th of the month following the reporting period. For example, if the reporting period was the month of July, the data must be submitted to the Office Assistant no later than August 10th.
 7. The contractor must maintain the production records for a period of three years plus the current year or longer if required by an auditing agency. Production Records shall be made available to other appropriate agencies if required.
 8. The contractor accepts liability caused by the contractor's negligence for all claims assessed as a result of Federal or State reviews or audits corresponding with the Youth Facility's period of liability.
 9. The contract must identify and document which costs are allowable and unallowable, or exclude unallowable costs from the billing documents and certify that only allowable costs have been submitted for payment and establish records that maintain the visibility of unallowable costs. The contract must identify and document the amount of each discount, rebate, and other applicable credit on bills and invoices presented to the Youth Facility for payment. The contractor must furnish such documentation upon request to the Youth Facility.
 10. The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget (OMB) costs circulars.
 11. Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates, and other applicable credits accruing to or received by the contractor.
- The following reports must be submitted to the state within the timeframes outlined below:
 - 1) Production records and all information required to support the Facility's Claim for Reimbursement. The reports must be submitted to the Youth Facility Office Assistant on a monthly basis.
 - 2) Itemized meals served reports must be submitted on a monthly basis for comparison to the Youth Facility daily Resident count. The reports shall be submitted to the Youth Facility Office Assistant with the monthly invoices.
 - 3) Breach of Security Reports must be submitted immediately.

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- Upon termination of the contract, all records, including financial and individual dietary records, must remain with the State.
- Only the Facility Administrator, or a Designee, may release information about the Youth Facility, Residents, or State employees to external people, agencies, or companies.
- All contractor employees will speak or write in English when communicating with the Youth Facility employees while on work status.
- Any contractor employees who have been convicted of either a felony or misdemeanor under AS 12.62.900 (23) will not be allowed to enter the Youth Facility.
- For contractor employees entering the Youth Facility, the contractor must have on file a name check conducted by the Department of Public Safety no more than 30 days before employment which must be available to the Facility Administrator or Designee upon reasonable request.
- Comply with the rules and regulations at the Youth Facility and all other federal, state and local laws and regulations governing its business operations which are or may become applicable during the contract term including all possible renewal options.
- The contractor must maintain all applicable Federal, State, and local health certification(s) for the duration of the contract.

ESTIMATED ANNUAL USAGE

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

BID SCHEDULE

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

The 21 day menu on Pages 25-28 of this ITB must be used to develop the Single Meal Rates

SAMPLE COST SCHEDULE:

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

Lunch	\$ 4.00	
Dinner	\$ 8.00	
=	\$ 12.00	Daily Board Rate per person
X	12	Average Daily Census
=	\$144.00	Total Daily Rate
X	365	Days per Year
=	\$52,560.00	Total Annual Board Rate

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

<i>Meal</i>	<i>Rate Offered</i>	
<i>Lunch</i>	\$ _____	
<i>Dinner</i>	\$ _____	
=	\$ _____	<i>Daily Board Rate per person</i>
X	12	<i>Average Daily Census</i>
=	\$ _____	<i>Total Daily Board Rate</i>
X	365	<i>Days per Year</i>
=	\$ _____	<i>Total Annual Board Rate</i>
X	4	
	\$ _____	<i>Total Bid for Four Years</i>

BIDDER INFORMATION

CONTACT NAME: _____

COMPANY: _____

CONTRACTOR'S ADDRESS: _____

PHONE: _____

FAX: _____

EMAIL: _____

Appendix One

Raw Food Specifications

All food and supplies purchased for the performance of this contract will be in conformance with the minimum standards of federal and state specifications. Buy American: The contractor agrees to purchase to the maximum extent practicable domestic commodities or products. The facility may periodically inspect the contractor's inventory of food and supplies to determine that purchase standards are maintained.

All food items served by the contractor shall meet or exceed the following specifications:

Meats

USDA Grades or Equivalent Packer Grades

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

Dairy Products

Minimum Standards

Milk:	Grade "A" under 30,000 bacterial C.C., 1% Unflavored, and Non-fat flavored or unflavored.
Cream:	20% Butterfat.
Buttermilk:	8 1/4% Milk Solids.
Whipping Cream:	Heavy: 30% Butterfat: Whipped topping and dried milk solids will be used for baking purposes only.
Ice Cream:	12% Butterfat.
Cheese:	No "cheese foods" will be allowed although processed cheese such as American or Swiss can be used.

Eggs: Grade "A". Only Fresh eggs may be used.

Low fat substitutions for dairy products and eggs must be provided.

Seafood Products: All fish and seafood products must be from a certified inspected processor. Seafood may fresh or fresh frozen, Alaskan products are always preferred, best quality. Alaska products should be used when in season and available.

Frozen Fruits and Vegetables: All frozen fruits and vegetables must be of USDA fancy quality.

Fresh Fruits and Vegetables: All fresh fruits and vegetables must be of USDA fancy or #1 quality. No anti-oxidant compounds are to be used on fruits and vegetables. Alaska Grown agricultural products should be used when in season and available.

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Fancy or Choice quality

Canned Foods:

Notes:

- Homemade soups are preferred, however canned soups may be substituted when homemade soups are not available or are impractical, except where consumer demand warrants.
- No pre plated (convenience) meals may be utilized. It is expected that all raw food will be of good quality.
- MSYF shall retain control of the quality, extent and general nature of its food service program.
- The contractor will maintain rigid procurement procedures throughout the entire process of purchasing, receiving, storage, and inventory of all foods and direct supplies, and will pay for all food, and direct supplies, related to food production, service and management applicable to this contract.

Traditional Game Foods

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

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Appendix Two 21 - Day Menu

Pages 25-28 contain a 21 - Day menu for the Mat-Su Youth Facility. The menu is provided for use for the first 21 days of the contract. Any changes from the attached menu will need to be preapproved for the facility administrator.

21 Day Menu

Day 1	Lunch	Serving Size	Supper/Dinner	Serving Size
	Chicken salad sand Corn Chowder Fruit Cocktail Milk	1 ea. 1 cup 1/2 cup 4 oz.	Beef or Pork Burrito Salsa Refried beans Carrots Gazpacho Salad Peach Upside Down Cake Milk	2 ea. 2 oz. 1/2 cup 1/2 cup 1/2 cup 1 serving 8 oz.
Day 2				
	Chicken Patty Sand Tomato Carrots Pineapple Tots Milk	1 ea. 2 oz. 2 oz. 1 cup 9 ea. 4 oz.	Baked Fish Scandia Paprika Potatoes Vegetable Mix Fruit Salad Dinner Roll Strawberry Bavarian Pie Milk	3 oz. 1/2 cup 1/2 cup 1/2 cup 1 ea. 1 serving 1/2 Pint
Day 3				
	Chicken Hot Dog Baby Carrots 3 bean salad Fruit Cocktail Raisins Milk	1 ea. 1 oz. 1 cup 1/2 cup 1/4 cup 4 oz.	BBQ Pork Orange Rice Pilaf Swiss Chard Tomato Cucumber Salad Dinner Roll Blueberry Torte Milk	2 oz. 1/2 cup 1/2 cup 1/2 cup 1 ea. 1 serving 1/2 Pint
Day 4				
	WW Bean & Cheese Burrito Mexican rice Celery Broccoli Pineapple Milk	2 ea. 1/2 cup 2 oz. 2 oz. 1 cup 4 oz.	Roast Turkey w/gravy Mashed Potatoes French Cut Green Beans Tossed Salad Italian Dressing Dinner Roll Pumpkin Roll Milk	2 oz. ea. 1/2 cup 1/2 cup 1/2 cup 1 tbsp. 1 ea. 1 serving 1/2 Pint
Day 5				
	Chef Salad Mixed veg Banana WW Bread Milk	1 ea. 2/3 cup 8 oz. 2 ea. 4 oz.	Fish Sticks Tartar Sauce Baked Potato Sour Cream Peas and Carrots Fruit Salad High Fiber Roll Lemon Meringue Pie Milk	4 ea. 1 oz. 1/2 potato 1 tbsp. 1/4 cup 1/2 cup 1 ea. 1 serving 1/2 Pint
Day 6				
	Turkey Cheese Sand Romaine Tomato Broccoli Pasta salad Orange Milk	1 ea. 2 oz. 2 oz. 3 oz. 1 cup 4 oz.	Hamburger Casserole Mixed Vegetables Shredded Salad 1000 Island Dressing Dinner Roll Coca Cola Cake Milk	4 oz. 1/2 cup 1/2 cup 1 tbsp. 1 ea. 1 serving 1/2 Pint
Day 7				

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	Grilled Turkey & Cheese Tomato Soup Sweet Potato Fries Pineapple Broccoli Milk	1 ea. 1/2 cup 6 oz. 1 cup 1 oz. 4 oz.	Chicken Patty Sandwich Broccoli Cheese & Rice Casserole Fresh Fruit Cookie Milk	1 ea. 1 cup 1/2 cup 1 ea. 1/2 Pint
Day 8				
	Tuna salad sand Lentil soup Romaine Tomatoes Broccoli Bananas Milk	1 ea. 1 cup 2 oz. 2 oz. 2 oz. 8 oz. 4 oz.	Raised Short Ribs Oven Browned Potatoes Carrots Fruit Salad with Yogurt Dressing Dinner Roll Coconut Crunch Dessert Milk	4 oz. 1/2 cup 1/4 cup 1/2 cup 1 tbsp. 1 ea. 1 serving 1/2 Pint
Day 9				
	Chicken Nuggets Brown rice Broccoli Celery Pineapple Milk	8 ea. 1/2 cup 2 oz. 2 oz. 1 cup 4 oz.	Chicken Strips Mashed Potatoes Harvard beets High Fiber Bread Shredded Salad Ranch Dressing Strawberry Shortcut Cake Milk	4 oz. 1/2 cup 1/4 cup 1 slice 1/2 cup 1 tbsp. 1 serving 1/2 Pint
Day 10				
	Hamburger Tots Romaine Tomato Milk	1 ea. 6 ea. 1 oz. 1 oz. 4 oz.	Baked Ham Baked Sweet Potatoes & Apples French Cut Green Beans Pineapple Slaw High Fiber Bread Strawberry Rhubarb Pie Milk	4 oz. 1 cup 1/2 cup 1/2 cup 1 slice 1 serving 1/2 Pint
Day 11				
	Roast beef sand Sweet pot fries Orange Cucumber Milk	1 ea. 6 oz. 1 cup 1 oz. 4 oz.	Macaroni and Cheese Oriental Vegetables Carrot and Celery Sticks Ranch Dressing Dinner Roll Black forest Cake Milk	8 oz. 1/2 cup 1/2 cup 1 tbsp. 1 ea. 1 serving 1/2 Pint
Day 12				
	BBQ chicken sand Pasta salad Orange Carrots Broccoli Milk	1 ea. 1 cup 1 cup 2 oz. 2 oz. 4 oz.	Fish Sticks Country Rice Green beans Shredded Salad Ranch dressing Dinner Roll Apple Crisp Milk	4 ea. 1/2 cup 1/2 cup 1/2 cup 1 tbsp. 1 ea. 1 serving 1/2 Pint
Day 13				
	Egg Salad Sandwich Vegetable Soup Celery Pineapple Milk	1 ea. 1.5 cup 2 oz. 1 cup 4 oz.	Honey Lemon Chicken Paprika Potatoes Corn Niblets Calico Vegetable Salad Dinner Roll Banana Cream Pie Milk	4 oz. 1/2 cup 1/4 cup 1/2 cup 1 ea. 1 serving 1/2 Pint
Day 14				
	Fish sticks Brown rice Cole slaw Green Beans Banana Milk	6 ea. 1/4 cup 1/2 cup 1/2 cup 8 oz. 4 oz.	Meat Balls Mash Potatoes Green beans Shredded Salad Ranch Dressing Peanut Butter Pie Milk	4 ea. 1/2 cup 1/2 cup 1/2 cup 1 tbsp. 1 serving 1/2 Pint
Day 15				

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	Minestrone Soup Meatballs Whole grain roll Baby Carrots Peaches Juice Milk	1.5 cup 8 ea. 1 ea. 4 oz. 1/2 cup 4 oz. 4 oz.	Roast Turkey with Gravy Stuffing Vegetable medley Shredded Salad 1000 Island Dressing Dinner Roll Pumpkin Crunch Pie Milk	4 oz. 1/4 cup 1/2 cup 1/2 cup 1 tbsp. 1 ea. 1 serving 1/2 Pint
Day 16				
	Whole Wheat Bagel Turkey Ham Romaine Tomato Potato Salad Pineapple Milk	1 ea. 1 oz. 1 oz. 1 oz. 2 oz. 1 cup 1 cup 4 oz.	BBQ Pork on Roll Orange Glazed Sweet Potatoes Winter Mix Vegetables Waldorf Salad High Fiber Roll Chocolate Pudding Milk	2 oz. 1/2 cup 1/2 cup 1/2 cup 1 ea. 1 serving 1/2 Pint
Day 17				
	Bean & Cheese Burrito Gazpacho Salad Celery sticks Pears Juice Salsa Milk	2 ea. 1 cup 2 oz. 1/2 cup 4 oz. 2 tbsp. 4 oz.	Hamburgers Oven Roasted Potatoes Mixed Vegetables Julienne Vegetable Salad Dinner Roll Baked Peach Pudding Milk	2 ea. 1/2 cup 1/2 cup 1/2 cup 1 ea. 1 serving 1/2 Pint
Day 18				
	Chicken patty sand Romaine Tomato Oranges Sweet potato fries Milk	1 ea. 1 oz. 1 oz. 1 cup 3 oz. 4 oz.	Sloppy Joes Macaroni Salad Vegetable Sauté Yogurt Fruit salad Dinner Roll Milk	2 ea. 1/2 cup 1/2 cup 1/2 cup 2 ea. 1/2 Pint
Day 19				
	Mac, Cheese and Ham Sautéed Vegetables Broccoli Apple Apple Juice Milk	6.5 oz. 3/4 cup 3 oz. 4 oz. 4 oz. 4 oz.	Chicken enchiladas Salsa Corn Niblets Refried Beans Fiesta Rice Salad Chocolate Stripe Delite Dessert Milk	2 ea. 2 oz. 1/4 cup 1/2 cup 1/2 cup 1 serving 1/2 Pint
Day 20				
	Grilled Turkey & Cheese Tomato Basil Soup Carrots Romaine Pineapple Milk	1 ea. 1 cup 3 oz. 1 oz. 1 cup 4 oz.	Pork Roast Gravy Paprika potatoes Italian Vegetables Shredded Salad Ranch Dressing Dinner Roll Fresh Fruit Milk	4 oz. 1 oz. 1/2 cup 1/2 cup 1/2 cup 1 tbsp. 1 ea. 1/2 cup 1/2 Pint
Day 21				
	Chicken Salad sand Vegetable soup Romaine Tomatoes Fruit cocktail Milk	1 ea. 1 cup 2 oz. 2 oz. 1/2 cup 4 oz.	Country Fried Steak Mashed Potatoes Cream Gravy Mixed Vegetables Waldorf Fruit Salad High Fiber Roll Cheese Cake Milk	4 oz. 1/2 cup 1 oz. 1/2 cup 1/3 cup 1 ea. 1 serving 1/2 Pint

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- Bread or Bread products are Whole Wheat
- Regular Milk is 1%
- Chocolate Milk is fat free
- Juice is 100% Juice
- Contractor will be required to use Child Nutrition's software, PrimeroEdge for future menus, production plans and records.

Federal Requirements:

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

<https://www.epls.gov/>

This document must be completed and submitted with your proposal.

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities.

The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

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

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

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

Name and Title of Authorized Representative

Signature

Date

Instructions for Certification

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

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FOR STATE USE ONLY. THIS INVITATION TO BID COVERS PR # 201506449

