

FOOD BANK OF ALASKA
Meals to You (MTY)
FOOD SERVICE VENDOR
Request for Proposal (RFP)

Contract Period: January 1, 2027 – December 31, 2027

Potential renewals: up to four additional one-year terms, for a potential total contract term of five years.

Agreement Page

The Food Bank of Alaska (“FBA”) is the responsible authority and sponsor for the Meals to You (MTY) Summer Food Service Program (SFSP). The Food Service Vendor Company (“FSVC”) agrees to provide the goods and services described in this solicitation and the resulting contract.

The FSVC certifies that it shall operate in accordance with all applicable Federal, State, and local laws, regulations, USDA requirements, Alaska Department of Education and Early Development (DEED) requirements, and the terms and conditions of the solicitation and resulting contract.

The FSVC certifies that all terms and conditions contained in the solicitation, the accepted proposal, required attachments, and the executed Statement of Work are incorporated into the resulting contract.

The contract shall begin no earlier than January 1, 2027, upon execution by both parties and receipt of all required approvals, and shall remain in effect through December 31, 2027. The initial term is limited to one year per Regulation: 7 CFR 210.16(d). The contract may be renewed annually for up to four additional one-year terms, for a potential total term of five years. Renewal is not guaranteed.

Renewal is contingent upon continued program need, satisfactory contractor performance, availability of funding, mutual agreement of FBA and the FSVC, and USDA approval and continued authorization of the Alaska Meals to You Innovation and Integrity Project.

IN WITNESS WHEREOF, the parties have caused this contract to be signed by their duly authorized representatives.

FOOD BANK OF ALASKA	FOOD SERVICE VENDOR COMPANY
Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

General Information

A. Intent

This solicitation is for the purpose of entering into a fixed-price contract for the acquisition, assembly, packaging, shipment, tracking, and related food service support required for the Food Bank of Alaska (FBA) Meals to You (MTY) Program.

The FSVC will assemble and distribute weekly meal boxes to eligible rural children participating in MTY. Each meal box contains one week of healthy, shelf-stable food, including components for five breakfasts and five lunches/suppers, consistent with USDA SFSP meal pattern requirements and applicable USDA waivers and considerations.

B. Contract Type

The contract awarded will be a Firm-Fixed-Price Contract. The FSVC shall provide all goods and services required under this solicitation at the prices proposed and accepted in the proposal.

The FSVC shall be responsible for all costs necessary to fulfill the contract, including labor, materials, packaging, handling, transportation, shipping, postage, and other costs associated with providing the required goods and services.

The fixed price shall remain in effect for each contract year except for price adjustments expressly permitted under the solicitation and resulting contract.

No payment shall be made for goods or services that are not authorized under the resulting contract unless approved in writing by FBA.

C. Procurement Method

Award will be made to the responsive and responsible FSVC whose proposal receives the highest evaluated score in accordance with the evaluation criteria established in this solicitation, subject to FBA's determination that the award is in the best interest of the MTY Program.

D. Proposal Submission and Award

Proposals shall be submitted to Rebecca Guyer, Chief Programs Officer, Food Bank of Alaska, using one of the methods listed below. Proposals will not be accepted after 1:00 PM (AKST) on November 30, 2026. Proposals will be opened by FBA staff on December 1, 2026, during a virtual meeting held via Zoom.

Proposals may be submitted as a completed PDF by email, by fax with a confidential cover sheet, or by mail in a sealed envelope clearly marked "Child Nutrition Food Service Proposal," using the contact information below:

Email: programs@foodbankofalaska.org

Mail: Food Bank of Alaska, Attn: Child Nutrition, 2192 Viking Drive, Anchorage, AK 99501

Fax: 907-277-7368

FBA reserves the right to reject any proposal if deemed in the best interest of FBA and program stakeholders. To be considered, an FSVC must submit a complete response using the forms and attachments required by this solicitation.

Award shall be made to a qualified and responsible FSVC whose proposal is responsive to this solicitation and whose financial, technical, operational, and other resources indicate an ability to perform the required services.

All questions regarding this solicitation must be submitted in writing by email to Gillian McPherson, Child Nutrition Manager, at gmcpherson@foodbankofalaska.org, with the subject line "MTY RFP Question," no later than the last date for vendor questions listed in the RFP Timeline.

Questions received during the proposal period, along with FBA's responses, will be posted on the FBA website under the webpage associated with the solicitation. Questions received after the deadline for vendor questions may not be answered or incorporated into the solicitation.

E. Contract Costs

This is a firm-fixed-price contract. FBA shall pay only the firm fixed price per box, as set out in Section VIII, for boxes shipped in accordance with the contract during the contract period of January 1, 2027 through December 31, 2027. The per-box price includes all costs of performance, and FBA will not separately pay or reimburse any cost the FSVC incurs.

FBA will not pay for proposal preparation or for any work performed or costs incurred before the contract start date unless approved by FBA in writing.

The FSVC shall maintain documentation supporting all boxes invoiced, including shipment and tracking records. If the contract is terminated early, the FSVC may invoice only for compliant boxes shipped before the termination date at the per-box price, and for non-cancellable commitments made before that date with FBA's prior written approval.

The FSVC shall retain all records for at least three (3) years after final payment, or longer if an audit or claim is pending. Records shall be made available upon request to FBA, DEED, USDA, and the Comptroller General of the United States.

F. Contract Terms

The contract shall begin no earlier than January 1, 2027 and end no later than December 31, 2027. It may be renewed annually for up to four additional one-year terms. Renewal is not guaranteed and is contingent upon continued program need, satisfactory contractor performance, availability of funding, mutual agreement of the parties, and USDA approval and continued authorization of the MTY Project.

G. Late Proposals

Any proposal received after the exact time specified for receipt will not be considered.

H. Gifts from FSVC

FBA officers, employees, and agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or potential contractors, consistent with applicable law, regulation, and Federal procurement requirements.

Pre-Proposal, Submission, Timeline and Evaluation

Pre-Proposal Meeting

FBA will hold an optional pre-proposal meeting to review the solicitation and answer offeror questions.

Date and time: Friday, October 30, 2026, 9:00 AM AKDT

Location: Virtual (Zoom). The meeting link will be posted on the Food Bank of Alaska webpage for this RFP.

Attendance: Optional. The meeting will be recorded, and the recording will be posted on the same webpage.

RFP Timeline

Milestone	Date / Time
RFP issued	October 15, 2026
Pre-proposal meeting (optional, virtual via Zoom)	October 30, 2026 — 9:00 AM AKDT
Last date for vendor questions	November 16, 2026
FBA answers to vendor questions	November 20, 2026
Proposal submission deadline	November 30, 2026 — 1:00 PM AKST
Proposal opening (virtual via Zoom)	December 1, 2026
Notice of Intent to Award	December 9, 2026
Protest Period	December 9 – December 11, 2026 — 5:00 PM AKST
Contract start	January 1, 2027

Notice of Intent to Award

1. Purpose

After evaluating proposals, FBA will issue a written Notice of Intent to Award (NOIA) identifying the offeror to whom FBA intends to award the contract. The NOIA is not a contract and does not create any obligation on the part of FBA.

2. Distribution

FBA will send the NOIA to every offeror who submitted a proposal by email on the same day. FBA will also post the notice on its website.

3. Contents of the Notice

The NOIA will include:

1. The RFP title.
2. The name of the apparent successful offeror.
3. The date the notice was issued.
4. The offeror's final score and ranking.
5. A statement that offerors may protest the intent to award, with the deadline and the section of the RFP describing protest procedures.
6. The anticipated contract start date.

4. Protest Period

Offerors may protest the intent to award by the deadline and using the procedures set out in Protest Procedures below.

5. Final Award

FBA will not execute a contract until the protest period has ended and any timely protest has been resolved, except as provided in Protest Procedures, Section 5. FBA reserves the right to:

- negotiate final contract terms with the apparent successful offeror;
- cancel the intent to award and negotiate with the next-highest-ranked offeror if an agreement cannot be reached within 5 calendar days; and

- cancel the RFP if doing so is in FBA's best interest.

6. Debriefing

Unsuccessful offerors may request a debriefing in writing within 2 business days after the NOIA is issued. A debriefing explains the strengths and weaknesses of the offeror's own proposal. Upon written request, FBA may provide any offeror with the scores and evaluation breakdown of any unsuccessful offeror. FBA will not disclose other offerors' proprietary information.

7. Public Records

After the contract is executed, proposals and evaluation records may become public records, except for information properly marked confidential or proprietary.

Protest Procedures

1. Right to Protest

Any interested party who submitted a proposal, or who would have submitted one but was prevented by the terms of this RFP, may file a protest with FBA. An interested party may protest:

- the terms or requirements of this RFP, or
- the NOIA.

2. Deadlines

Type of Protest	Filing Deadline
Protest of RFP terms or specifications	No later than 5:00 PM AKST on November 23, 2026 (one business day after FBA's answers to vendor questions are posted)
Protest of the NOIA	By 5:00 PM AKST on the second business day after the NOIA is issued (see RFP Timeline)

FBA will not consider protests filed after these deadlines.

3. How to File

Protests must be in writing and delivered by email to:

Rebecca Guyer, Chief Programs Officer
Food Bank of Alaska
2192 Viking Drive, Anchorage, AK 99501
rguyer@foodbankofalaska.org

A protest is considered filed on the date and time FBA receives it.

4. Required Content

A protest must include:

1. The protester's name, address, phone number, and email.
2. The RFP title.
3. A detailed statement of the legal and factual grounds for the protest.
4. Copies of any relevant documents.
5. The specific relief requested.

FBA may dismiss a protest that does not include this information.

5. Effect on Award

When a timely protest is filed, FBA will not award the contract until the protest is resolved. The exception is when FBA determines in writing that an award without delay is necessary to protect program participants or meet program deadlines.

6. Decision

FBA will issue a written decision within 3 business days after receiving the protest. The decision will state the reasons for FBA's determination and will be sent to the protester by email.

7. Appeal

A protester may appeal FBA's decision in writing to Rebecca Guyer, Chief Programs Officer, within 2 business days after receiving it. FBA will issue a written appeal decision within 3 business days after receiving the appeal. The appeal decision is final.

Evaluation Criteria

Proposals will be evaluated using the MTY Proposal Evaluation Matrix (Attachment E). The evaluation categories and weights are:

Evaluation Category	Weight
Cost/Price	51%
Menu	10%
Shipping & Logistics	10%
Quality Assurance	10%
Staffing & Operational Capacity	3%
Packaging & Sanitation	2%
Technology & Data Management	5%
Customer Service	5%
Documentation/Educational Materials	2%
Past Performance/Experience	2%
TOTAL	100%

Firm Offer

By submitting a response, the offeror understands and agrees that the proposal constitutes a firm offer to enter into a contract if accepted by FBA. The proposal shall remain irrevocable for ninety (90) days after the proposal submission deadline unless otherwise modified by written addendum issued by FBA.

☐ Vendor initial/date acknowledging the 90-day firm offer: Initials _____ Date _____

Final Contract

The FSVC shall provide FBA with an electronic copy of its complete proposal and all required supporting documentation for submission to DEED and inclusion in the final contract record. The complete contract, prior to execution, must be submitted to DEED and includes:

1. All documents included by FBA in the DEED-approved RFP template with the FSVC's responses.
2. All documents submitted by the Vendor that have been mutually agreed upon by both parties (e.g., worksheets, attachments submitted by the Vendor in the proposal, and operating cost sheets) and identified in the Standard Terms and Conditions.

Standard Terms and Conditions

I. Scope and Purpose

The FSVC shall operate in compliance with FBA's Agreement with DEED to sponsor the Summer Food Service Program (SFSP) known as Meals to You (MTY). The attached MTY Statement of Work is incorporated into this solicitation and resulting contract.

The FSVC shall be an independent contractor and not an employee of FBA. The employees of the FSVC are not employees of FBA.

The contract is a private contract between the FSVC and FBA. FBA retains responsibility for the conduct and oversight of the MTY food service program and retains control of the SFSP account and overall financial responsibility for the program.

The FSVC may not subcontract with another company for the total meal or for assembling the meal.

The FSVC shall comply with all applicable Federal, State, and local laws, regulations, USDA requirements, DEED requirements, and FBA policies and procedures applicable to the MTY Program, including 7 CFR Part 225 and applicable provisions of 2 CFR Parts 180, 200, 400, 417, and 418, as amended.

II. Health Certifications

The FSVC shall maintain all health permits, licenses, certifications, inspections, and other documentation required by applicable Federal, State, and local authorities for facilities used to prepare, assemble, package, store, or otherwise handle food provided under the MTY Program. Such documentation shall be made available to FBA, DEED, USDA, or authorized auditors upon request.

The FSVC shall maintain the contract state and/or local health certifications as required under 7 CFR 210.16.

III. Meals and Menu Requirements

The FSVC shall prepare reimbursable meals pursuant to SFSP meal pattern requirements, pack meal boxes in accordance with program standards, and deliver them to eligible MTY participants.

Each weekly meal box shall contain components for five breakfasts and five lunches/suppers. Meal components must be tracked, and each meal box shall include participant-facing meal pattern documentation.

The FSVC shall comply with the five-day menu and meal pattern developed for MTY by FSVC and FBA. The FSVC may propose an alternative menu only if it follows a rotating schedule and complies with SFSP meal pattern and portion-size requirements. Any alternative menu is subject to FBA approval before packaging.

The FSVC shall not make menu changes without FBA approval. When applicable, food products shall conform to the Minimum Food Specifications in Attachment D.

IV. Eligibility and Confidentiality

FBA retains responsibility for participant eligibility, applications, verification, and all confidential eligibility information. FBA shall not disclose confidential eligibility information to the FSVC. The FSVC shall use participant information only for authorized MTY shipping and program administration purposes.

V. Books and Records

The FSVC shall maintain records supporting all boxes invoiced and its compliance with this contract, including shipment and tracking records, production and packing records, and itemized food and non-food supply invoices sufficient to demonstrate compliance with meal pattern, and food specification. Records shall be maintained in an orderly manner.

FBA and the FSVC shall provide documents necessary for independent auditors, Alaska DEED reviewers, USDA representatives, and other authorized oversight entities.

The FSVC shall retain records in accordance with applicable Federal and State record-retention requirements and the requirements of the resulting contract. At a minimum, records shall be retained for three years after the applicable final payment or other applicable Federal record-retention trigger, unless a longer period is required because of an audit, investigation, litigation, claim, or other unresolved matter.

VI. Sponsor Authority and Program Responsibilities

- A. Food Bank of Alaska shall retain full authority and responsibility for its agreement with the Alaska Department of Education and Early Development (DEED) and the administration of the Summer Food Service Program and Meals to You Program.
- B. Food Bank of Alaska shall retain signature authority for all program agreements and claims for reimbursement.
- C. Food Bank of Alaska shall retain responsibility for establishing and implementing participant eligibility policies and procedures applicable to the Meals to You Program.
- D. The Food Service Vendor Company shall provide all records, documentation, and information required by Food Bank of Alaska to support program administration and claims for reimbursement. The Food Service Vendor Company shall not submit claims for reimbursement or execute program agreements on behalf of Food Bank of Alaska.
- E. Food Bank of Alaska shall retain responsibility for all functions that federal or state regulations require to remain under the control of the program sponsor.

VII. Monitoring and Quality Assurance

FBA shall monitor the food service operation of the FSVC through periodic reviews and on-site visits as appropriate to ensure conformity with USDA program requirements.

FBA may periodically require the FSVC to pack and send a program meal box to a non-participant's address as a quality-control measure. Such requests may occur without advance notice.

The FSVC shall maintain records necessary for FBA, DEED, USDA, and auditors to complete monitoring, audit, examination, and review activities.

VIII. Purchases, Price and Payments

The FSVC shall purchase food and non-food items that meet FBA-established quality standards and specifications. Purchases shall comply with the contract, 7 CFR Part 225, 2 CFR Part 200, and applicable USDA requirements.

The per-box price shall remain firm for each contract year. The FSVC shall have a formal opportunity to request an adjustment to the per-box price during the annual contract renewal process. Requests must be submitted in writing and supported by documentation demonstrating the basis for the increase, including changes in postage, transportation, labor, food, or other significant costs.

Price increases of up to 3 percent (3%) may be considered by FBA as part of the annual renewal process. Approval is at FBA's discretion and is not guaranteed. A requested increase exceeding 3 percent (3%) may result in FBA electing not to renew and/or conducting a new competitive procurement. Cumulative price increases over the full potential five-year contract term shall not exceed 15 percent (15%).

The FSVC shall submit no more than one consolidated invoice per program shipment week. Each invoice shall identify the applicable shipment week and include sufficient detail for FBA to reconcile the invoice to the boxes shipped.

FBA shall pay the FSVC the firm fixed price per box stated in the FSVC's accepted proposal for each meal box shipped in accordance with this contract. The per-box price includes all food, non-food, packaging, labor, postage, shipping, and other costs of performance, and the FSVC bears the risk of any cost increases during the contract year. No charges other than the per-box price shall be billed to FBA.

Invoices shall identify, at minimum, the number of boxes shipped, the firm fixed price per box, and the total amount due.

Payment shall be made in accordance with the payment procedures applicable to the MTY program and the executed contract.

IX. Sanitation and Packaging

The FSVC shall maintain clean, safe, and sanitary facilities and comply with applicable federal, state, and local sanitation requirements and certifications.

All meal components shall be contained and packaged to prevent leakage, rupture, contamination, or damage to other meal components or shipping containers during packing, handling, transportation, and delivery. Packaging shall be suitable for shipment in flat-rate boxes and normal rural Alaska shipping conditions.

X. Non-Discrimination / Civil Rights

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, 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). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the State or local Agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call 866-632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Mail Stop 9410, Washington, D.C. 20250-9410; (2) fax: 202-690-7442; or (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

XI. Termination and Force Majeure

The contract shall become effective January 1, 2027 and end December 31, 2027, subject to execution and required approvals.

The contract is contingent upon USDA approval and continued authorization of the MTY Project.

Except as otherwise provided in Sections XXII and XXV, FBA or the FSVC may terminate the contract for cause and/or convenience by giving sixty (60) days' written notice, subject to the final contract terms and applicable law.

Neither party shall be responsible for losses resulting from delays or prevention of performance caused by events beyond the party's reasonable control, including war, acts of public enemies, strikes, fires, floods, acts of God, or similar force majeure events.

XII. Governing Law and Venue

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Alaska, without regard to its conflict of law principles. The parties hereby agree that any legal action, suit, or proceeding arising out of or relating to this Agreement shall be exclusively in the state or federal courts located in Anchorage, Alaska. Each party irrevocably submits to the exclusive jurisdiction of such courts and waives any objection based on an inconvenient forum.

XIII. Non-Performance

In the event of FSVC non-performance or violation/breach of contract terms, FBA may pursue all administrative, contractual, and legal remedies and applicable sanctions or penalties.

XIV. Indemnification, Defense and Hold Harmless

The FSVC shall indemnify, defend, and hold harmless FBA and the State of Alaska, and their respective officers, employees, agents, and insurers, from claims arising from the use or consumption of products provided by the FSVC, except to the extent a claim arises from FBA's improper handling, storage, or use of the non-deliverable and returned product. The FSVC assumes all other risks of loss, damage, or injury to persons, including participants, and risks arising from recalls of products the FSVC provides under this Agreement.

XV. Federal Contract Requirements and Certifications

The FSVC shall comply with all applicable Federal contract requirements, Federal laws and regulations, USDA requirements, and requirements incorporated into this solicitation and resulting contract. These requirements include, as applicable, the requirements identified in 2 CFR Part 200, Appendix II, and applicable USDA regulations and guidance.

Current Regulatory Citations. All references in this solicitation and resulting contract shall be interpreted using the current versions of applicable Federal statutes and regulations. Obsolete references, including superseded 316/319 references and prior Federal cost circulars such as OMB Circulars A-87 and A-110, shall not be used as controlling authorities. Where applicable, current 2 CFR citations, including 2 CFR Parts 180, 200, and 400, shall govern.

Federal Contract Provisions

The FSVC shall comply with all Federal contract provisions applicable to this procurement, including applicable provisions of 2 CFR Part 200, Appendix II, as amended, and applicable USDA requirements. Contract Work Hours and Safety Standards Act. If this contract exceeds \$100,000 and involves the

employment of mechanics or laborers, the FSVC shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

Under 40 U.S.C. 3702, the FSVC shall compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 apply to construction work and provide that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to purchases of supplies, materials, or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

Clean Air Act / Federal Water Pollution Control Act. The FSVC shall comply with all applicable standards, orders, and requirements issued under the Clean Air Act and the Federal Water Pollution Control Act, including applicable provisions incorporated through 2 CFR Part 200, Appendix II.

Procurement of Recovered Materials. The FSVC shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the applicable procurement of recovered materials requirements under 2 CFR Part 200, Appendix II and Federal law.

Byrd Anti-Lobbying Requirements. Because this procurement is expected to exceed the applicable Federal threshold, the FSVC shall comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, and applicable Federal contract requirements. The FSVC shall submit the required certification prior to award. If disclosure is required, the FSVC shall submit Standard Form SF-LLL, Disclosure of Lobbying Activities, in accordance with applicable Federal requirements.

Cost Principles. Costs charged to or included in the pricing of this federally funded contract must be reasonable, allowable, and allocable in accordance with applicable Federal cost principles, including 2 CFR Part 400 and applicable USDA cost-principle requirements. The FSVC shall maintain supporting documentation sufficient to demonstrate cost allowability, reasonableness, and allocability when requested by FBA, DEED, USDA, or authorized auditors.

Buy American Requirements. The FSVC shall comply with applicable Buy American requirements for SFSP and shall maintain documentation demonstrating compliance when required.

Suspension and Debarment. The FSVC shall comply with applicable Federal suspension and debarment requirements and shall certify its eligibility prior to award.

XVI. Insurance and Waiver of Subrogation

The FSVC shall, at all times during the term of this Agreement, including any renewal periods, maintain adequate insurance policies to support its obligations under this Agreement, including Commercial General Liability and Workers' Compensation coverage.

The FSVC shall provide FBA with a Certificate of Insurance demonstrating compliance with the insurance requirements of this Agreement at the time of contract award and upon renewal or request by FBA. Failure of FBA to request a certificate of insurance or other evidence of compliance, or failure of FBA to identify a deficiency in documentation provided by the FSVC, shall not be construed as a waiver of the FSVC's obligation to maintain the insurance required under this Agreement.

The FSVC shall maintain appropriate Commercial General Liability Insurance covering bodily injury and property damage arising out of the FSVC's acts or omissions. Coverage shall include, at a minimum, premises and operations, products and completed operations, property damage, contractual liability,

independent contractor's liability, and personal injury coverage. Insurance limits shall be no less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate. These limits may be satisfied through any combination of primary, excess, and/or umbrella policies. To the fullest extent permitted by law, the FSVC hereby waives all rights of recovery, claims, or subrogation against FBA, its officers, employees, and agents for any loss, damage, or injury covered by the FSVC's insurance policies. The FSVC shall cause its insurance carriers to issue a formal Waiver of Subrogation Endorsement in favor of FBA.

The FSVC's insurance policies shall name FBA as an additional insured and shall provide FBA at least thirty (30) days' prior written notice of cancellation or material reduction in coverage, to the extent permitted by the applicable insurance policy.

XVII. Trade Secrets and Proprietary Information

During the term of the contract, the FSVC may provide proprietary materials. The FBA shall not disclose the FSVC's trade secrets or confidential information except as required by law, Federal or State oversight, audit, public records requirements, or the terms of the contract.

XVIII. Subcontract / Assignment

The FSVC may not subcontract the total meal or meal assembly. No assignment or subcontracting of material contract responsibilities may occur without the FBA's prior written approval and any DEED approval required under Section XXV, except as specifically permitted in the final contract.

XIX. Product Recall Provision

(a) Mandatory and Immediate Notification. The FSVC shall immediately notify the FBA's Chief Programs Officer via telephone and electronic mail within **two (2) hours** of the FSVC becoming aware of, or receiving notice of, any voluntary or mandatory product recall, market withdrawal, safety alert, or enforcement action initiated by the USDA, FDA, a state Department of Health, the manufacturer, or the FSVC itself, which involves any products, ingredients, or meals delivered or scheduled for delivery under this Agreement.

(b) Verification and Traceability Data. Within **twenty-four (24) hours** of the initial recall notice, the FSVC shall provide the FBA with a detailed, written trace-back report. This report must include:

- (i) The exact lot numbers, batch codes, and production dates of the affected items;
- (ii) The specific delivery dates, shipment addresses/households, and quantities delivered under this Agreement; and
- (iii) Clear, step-by-step instructions for the isolation, segregation, and safe disposal or return of the recalled product.

(c) Operational Continuity and Replacement Meals. Acknowledging that the FBA must maintain uninterrupted meal service compliance under USDA guidelines (**7 CFR Parts 210, 220, or 225**), the FSVC shall, at its sole expense, immediately provide a safe, fully conforming, and nutritionally equivalent USDA replacement meal or component to all affected Meals to You recipients. If the FSVC fails to deliver compliant replacement items prior to the next scheduled meal service, the FBA may procure emergency replacement meals or meal components from alternative commercial sources. The FSVC shall be fully liable for all "cover damages," representing the total cost difference of the alternative sourcing.

(d) Complete Financial Indemnification. The FSVC shall fully indemnify, defend, and hold harmless the FBA against any and all losses, costs, damages, expenses, or liabilities arising out of a product recall, except to the extent caused by FBA's improper handling, storage, or use of the product. The FSVC shall directly reimburse or credit the FBA within **thirty (30) calendar days** for all recall-related costs, including but not limited to:

- (i) The full purchase price of the recalled products;
- (ii) The cost of emergency alternative food procurement;
- (iii) Extraordinary administrative and labor costs incurred by staff to identify, isolate, sort, and dispose of the recalled items; and
- (iv) Any disposal, transport, or storage fees associated with the contaminated inventory.

XX. Vendor Authorizations

The FSVC shall provide proof of any required bonding and applicable business documentation, including a Certificate of Existence, proof of tax clearances, applicable tax identification numbers, Federal Employer Identification Number, food permit number, and required licensing numbers.

XXI. Notices and Contacts

All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, sent by nationally recognized overnight courier (receipt requested), mailed by certified or registered mail (postage paid, return receipt requested), or by email with a confirmation reply by the designated company contact.

FBA Contact	
FBA Name	Food Bank of Alaska, Inc.
Attn (Contact Name and Title)	Rebecca Guyer, Chief Programs Officer
Mailing Address	2192 Viking Drive, Anchorage, AK 99501
Email Address	rguyer@foodbankofalaska.org
Phone	907-222-3100

FSVC Contact	
FSVC Company Name	
Attn (Contact Name and Title)	
Mailing Address	
Email Address	
Phone	

XXII. FSVC Insolvency and Administrative Default

(a) Events of Material Default and Insolvency. The FSVC shall be deemed in material breach and default of this Agreement if it experiences any event of financial insolvency or administrative debarment. For the purposes of this Agreement, an "Insolvency Event" includes, but is not limited to:

- (i) The FSVC files a voluntary petition in bankruptcy, is adjudicated bankrupt, or is placed into involuntary bankruptcy or receivership that is not dismissed within **thirty (30) calendar days**;
- (ii) The FSVC makes a general assignment for the benefit of creditors or admits in writing its inability to pay its debts as they mature;
- (iii) The FSVC experiences a material labor, equipment, or supply chain disruption due to financial distress that results in a failure to deliver meals or components meeting USDA specifications for **two (2) or more consecutive operating days**; or
- (iv) The FSVC is placed on the **USDA National Disqualified List (NDL)**, suspended, debarred, or otherwise declared ineligible to participate in federal procurement programs or receive federal funds under **2 CFR Part 180** or **2 CFR Part 417**.

(b) Immediate Remedies and Sourcing Continuity. Upon the occurrence of an Insolvency Event, or if the FBA reasonably determines that the FSVC's financial distress jeopardizes weekly meal box shipments, the FBA may exercise any or all of the following remedies to ensure program continuity:

- (i) **Immediate Sourcing Alternative:** The FBA may immediately procure emergency, short-term vended meal services from alternative suppliers without penalty or liability to the FSVC. The FSVC shall be liable to the FBA for any excess procurement costs (cover damages) incurred in securing such emergency meals.
- (ii) **Withholding of Payments:** The FBA may withhold any outstanding payments or invoices due to the FSVC to offset verified damages, delivery failures, or expected costs of transitioning to a new vendor.
- (iii) **Expedited Termination for Cause:** Notwithstanding the sixty (60) day notice period in Section XI, the FBA may terminate this Agreement for cause upon **forty-eight (48) hours' written notice** if the FSVC files for bankruptcy or is unable to provide adequate, written operational assurance of its ability to fulfill meal box shipments for the next two (2) scheduled shipment weeks.

XXIII. Non-Waiver of Rights and Remedies

(a) No Implied Waiver. No failure, delay, omission, or forbearance by the FBA in exercising any right, power, or remedy under this Agreement, or upon any breach or default by the FSVC, shall operate or be construed as a waiver of such rights or remedies. No express waiver by the FBA of any specific breach, default, or non-compliance by the FSVC shall constitute a continuous waiver or a waiver of any subsequent or distinct breach, default, or non-compliance of the same or any other provision of this Agreement.

(b) Continuity of USDA Program Enforcement. Acknowledging that the FBA operates under strict federal regulations (**2 CFR Part 200, 7 CFR Part 210, 220, and 225**), the FBA's acceptance of any non-

conforming meals, late deliveries, or deficient nutritional documentation to prevent immediate meal service disruption to children shall **not** be deemed a waiver of the FBA's right to:

- (i) Demand strict, literal compliance with all USDA meal pattern and administrative requirements for all future deliveries;
- (ii) Disallow or withhold payment for those specific non-conforming meals during invoice reconciliation; and
- (iii) Terminate this Agreement for cause due to a cumulative pattern of performance failures, regardless of how much time has passed since the initial breach.

(c) Written Requirement. No waiver, modification, or amendment of any term, condition, or covenant of this Agreement by the FBA shall be valid, effective, or legally binding unless it is explicitly stated in writing and executed by an authorized representative of the FBA. Furthermore, any such written waiver must be approved by the State of Alaska, if required under applicable USDA procurement regulations.

XXIV. Dispute Resolution, Attorney Fees, and Performance Indemnification

(a) FSVC Liability and Indemnification for Legal Costs. The FSVC shall accept full liability caused by the FSVC's negligence, breach of contract, or non-compliance with Federal, State, or local laws and program requirements. In the event of any dispute, administrative review, audit finding, or legal action arising from the FSVC's failure to perform according to the terms of this Contract, the FSVC shall indemnify, defend, and hold harmless the FBA from and against any and all losses, damages, liabilities, claims, and expenses, including reasonable attorney fees, expert witness fees, and legal costs incurred by the FBA.

(b) Prevailing Party Fees. In any formal legal action or proceeding brought to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to recover its reasonable attorney fees, court costs, and necessary disbursements from the non-prevailing party.

(c) Federal Funding Restriction. Notwithstanding any provision to the contrary within this Contract, the FBA's liability for any costs, damages, or attorney fees is strictly limited by federal law. In accordance with 2 CFR Part 200 and USDA Child Nutrition Program regulations, the FBA is strictly prohibited from utilizing any federal program funds to pay for the FSVC's attorney fees, legal expenses, or costs related to administrative or judicial proceedings. Any financial liability of the FBA under this section must be satisfied exclusively from non-federal, unrestricted local funds.

XXV. Successors and Assigns; Prohibition Against Unauthorized Assignment

(a) Binding Nature. This Contract shall be binding upon, and shall inure to the benefit of, the FBA and the FSVC and their respective permitted successors and authorized assigns.

(b) Anti-Assignment and Prior Approval Requirements. The FSVC shall not assign, delegate, subcontract, transfer, or otherwise dispose of this Contract, or any part thereof, or any right, duty, obligation, or interest herein, without the express prior written consent of the FBA. Because this Contract is funded in whole or in part by Federal Child Nutrition Program funds and awarded via competitive procurement, any proposed assignment or transfer is strictly contingent upon, and subject

to, the explicit prior review and written approval of the Alaska Department of Education and Early Development (DEED).

(c) Void Assignments. Any attempted assignment, delegation, or transfer by the FSVC in violation of subsection (b) of this Section shall be null, void, and of no legal force or effect. Any such unauthorized transfer shall constitute a material breach of this Contract, giving the FBA the right to terminate the Contract immediately for cause without penalty or further liability.

XXVI. Entire Agreement; Order of Precedence and Integration

(a) Integrated Contract. This Contract, including all explicitly incorporated documents and attachments referenced herein, constitutes the entire agreement between the FBA and the FSVC regarding the subject matter hereof. It supersedes all prior or contemporaneous oral or written agreements, understandings, negotiations, representations, or warranties.

(b) Incorporation of Procurement Documents. To ensure compliance with Federal procurement regulations (2 CFR Part 200), the following documents are hereby explicitly incorporated into and made an integral part of this Contract as if fully set forth herein:

- (1) The FBA's original Solicitation (RFP) and all issued addenda;
- (2) The FSVC's submitted Proposal or Bid response submitted on or before November 30, 2026; and
- (3) All mandatory USDA Child Nutrition Program certifications and disclosures executed by the FSVC, including but not limited to the Buy American Provision certification, Debarment and Suspension certification, Anti-Lobbying disclosure, and Clean Air/Water Quality assurances.

(c) Order of Precedence. In the event of an irreconcilable conflict, inconsistency, or ambiguity between or among the contract documents, the conflict shall be resolved by giving precedence to the documents in the following strict order of priority:

- (1) Applicable Federal statutes, USDA regulations, and State Agency program policies;
- (2) This final executed Contract document and any State-approved amendments;
- (3) The FBA's original Solicitation (RFP) and addenda; and
- (4) The FSVC's submitted Proposal or Bid response.

In no event shall any term or condition in the FSVC's proposal or subsequent standard commercial terms override a federal or state program requirement, or a specific requirement of the FBA's Solicitation.

(d) Written Amendments Only. No modification, amendment, or waiver of any provision of this Contract shall be valid or binding unless it is made in writing, signed by authorized representatives of both parties, and, when required under applicable USDA or State program requirements, receives the prior written approval of the Alaska Department of Education and Early Development (DEED).

Proposal Response Sheet

Offeror Information

Company Name	
Address (include city, state, ZIP)	
Phone / Fax	
Contact Person / Title	
Contact Phone / Email	

Proposal Information

Food Cost Per Box	\$
Non-Food Cost Per Box	\$
Postage/Shipping Cost Per Box	\$
Total Cost Per Box	\$

Is the total cost per box greater than the FY26 SFSP reimbursement amount? (The FY27 reimbursement amount has not yet been published, so the FY26 amount is used as an estimate.) Yes ☐ No ☐

FSVC Operations / Vendor Qualification

Provide a separate narrative response addressing the following quality assurance and operational questions. If the facility has received a third-party food safety audit within the last 12 months, include a copy with the proposal.

- Who developed your Quality Assurance (QA) program?
- Who validated your Quality Assurance program as effective?
- Who are the members of your QA team, and how often do they meet?
- Describe the facility where meals for this contract would be prepared, including staffing and capacity.
- Describe your pre-ship verification program.
- Describe how employees who work with food are trained on hazards associated with their tasks and the controls necessary to prevent those hazards.
- Describe your recall and emergency action program.
- Describe the responsibilities of your Quality Assurance/Quality Control department.
- Has your facility received any corrective actions from federal, state, or local departments in the past 24 months? If yes, describe it.
- Does your company currently contract for delivered meals? If yes, describe the program(s), scale, and responsibilities.
- Describe your experience with USPS shipping and rural/non-congregate meal distribution.
- Describe your procedures for lost, delayed, returned, or undeliverable packages and address corrections.
- Describe your secure data transfer and package tracking capabilities.
- Describe your staffing plan and capacity to support large-scale weekly shipments, including capacity for 10,000 meal boxes shipped weekly.

Mandatory Enclosures

- ☐ Completed Proposal Response Sheet.
- ☐ Menus for three (3) sample MTY program meal boxes: two standard menu boxes and one menu designed for participants with dietary restrictions excluding the nine major food allergens.
- ☐ Product Formulation Statements demonstrating compliance with the Minimum Food Specifications for all enclosed items.
- ☐ Examples of meal pattern documentation provided with the program meal box to each participant.
- ☐ Documentation of the most recent health department inspection.
- ☐ Signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Attachment A).
- ☐ Signed Certificate of Independent Price Determination (Attachment B).
- ☐ Signed Statement of Work for MTY (Attachment F).
- ☐ Signed Byrd Anti-Lobbying Certification (required because the anticipated contract exceeds \$100,000). (Attachment G)
- ☐ Signed SFSP Vended Meal Contract Assurance Statement. (Attachment I)
- ☐ SF-LLL, Disclosure of Lobbying Activities, if required. (Attachment H)
- ☐ Quality Assurance Narrative and requested supporting materials.

Offeror Certification

I certify that the information above and enclosed is accurate to the best of my knowledge and belief. I understand that willful misrepresentation may result in cancellation of the contract with FBA.

Offeror Signature: _____ Date: _____

Printed Name / Title: _____

Attachment A — Certification Regarding Debarment and Suspension

This certification is required by regulations implementing Executive Orders 12549 and 12689, “Debarment and Suspension,” and 2 CFR Part 180.

The prospective participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

The prospective participant certifies that, within the applicable three-year period, it has not been convicted of or had a civil judgment rendered against it for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction; violated Federal or State antitrust statutes; or committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

The prospective participant certifies that it is not presently indicted for or otherwise criminally or civilly charged by a governmental entity with any of the offenses identified above.

The prospective participant certifies that it has not, within the applicable three-year period, had a public transaction terminated for cause or default.

Where the prospective participant is unable to certify any statement, the participant shall attach an explanation to the proposal.

Authorized Representative Name: _____

Title: _____

Signature: _____

Date: _____

Attachment B — Certificate of Independent Price Determination

The Food Service Vendor Company (offeror) shall execute this Certificate of Independent Price Determination.

By submission of this offer, the offeror certifies that the prices in this offer have been arrived at independently, without consultation, communication, or agreement with any other offeror or competitor for the purpose of restricting competition.

Unless otherwise required by law, quoted prices have not been knowingly disclosed and will not knowingly be disclosed prior to contract award to another offeror or competitor.

No attempt has been made or will be made to induce any person or firm to submit or not submit an offer for the purpose of restricting competition.

The person signing this offer certifies that he or she is responsible for the organization's pricing decision or is an authorized agent of the person responsible for that decision, and that no action contrary to the foregoing certifications has occurred or will occur.

To the best of the signer's knowledge, the Food Service Vendor Company, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by a governmental agency and have not in the last three years been convicted or found liable for an act prohibited by State or Federal law involving conspiracy or collusion with respect to bidding on a public contract.

FSVC Authorized Representative Signature: _____

Title: _____ Date: _____

NOTE: ACCEPTING AN OFFEROR'S OFFER DOES NOT CONSTITUTE AWARD OF THE CONTRACT.

Attachment C — Summer Food Service Meal Patterns

Summer Food Service Program Breakfast (SFSP) Meal Pattern

Select all three components for a reimbursable meal.

Component	Serving Size	Description
1 milk	1 cup	fluid milk
1 fruit/vegetable	1/2 cup	juice ¹ , fruit, and/or vegetable
1 grains/bread ²	1 slice 1 serving 3/4 cup 1/2 cup 1/2 cup	bread or cornbread or biscuit or roll or muffin or cold dry cereal or hot cooked cereal or pasta or noodles or grains

¹ Fruit or vegetable juice must be full-strength.

² Breads and grains must be made from whole-grain or enriched meal or flour. Cereal must be whole-grain or enriched or fortified.

Summer Lunch or Supper Meal Pattern

Select all four components for a reimbursable meal.

Component	Serving Size	Description
1 milk	1 cup	fluid milk
2 fruits/vegetables	3/4 cup	juice ¹ , fruit and/or vegetable
1 grains/bread ²	1 slice 1 serving 1/2 cup 1/2 cup	bread or cornbread or biscuit or roll or muffin or hot cooked cereal or pasta or noodles or grains
1 meat/meat alternate	2 oz. 2 oz. 2 oz. 1 large 1/2 cup 4 Tbsp. 2 oz. 8 oz.	lean meat or poultry or fish ³ or alternate protein product ⁴ or cheese or egg or cooked dry beans, peas, or lentils or peanut or other nut or seed butter or nuts and/or seeds ⁵ or yogurt ⁶

¹ Fruit or vegetable juice must be full-strength. Full strength vegetable or fruit juice may be counted to meet not more than one-half of this requirement.

² Breads and grains must be made from whole-grain or enriched meal or flour. Cereal must be whole-grain or enriched or fortified.

³ A serving consists of the edible portion of cooked lean meat or poultry or fish.

⁴ Must meet the requirements in Appendix A to Part 225- Alternate Foods for Meals.

⁵ Nuts and seeds may credit for the entire meats/meat alternates component.

⁶ Yogurt may be plain or flavored, unsweetened or sweetened.

Attachment D — Minimum Food Specifications

Products shall meet applicable USDA, FDA, State of Alaska, food safety, labeling, nutritional, and FBA approved product specifications.

All proposed menu plans shall comply with the SFSP meal pattern and nutrition requirements under 7 CFR Part 225 and Attachment C.

Meat/Seafood

All meats, meat products, poultry, poultry products, and fish must be Government inspected.

1. Beef, lamb, and veal shall be USDA Grade Choice or better.
2. Pork shall be U.S. No. 1 or U.S. No. 2.
3. Poultry shall be U.S. Government Grade A.
4. Seafood to be top grade; frozen fish must be a nationally distributed brand, packed under continuous inspection by the U.S. Department of Commerce (NOAA Seafood Inspection Program).

Dairy

All dairy products must be Government inspected.

1. Fresh eggs shall be USDA Grade A or equivalent, 100% candled.
2. Frozen eggs must be USDA inspected.
3. Milk shall be pasteurized Grade A.

Fruits and Vegetables

1. Fresh fruits and vegetables selected according to written specifications for freshness, quality, and color – U.S. Grade A Fancy.
2. Canned fruits and vegetables selected to requirements U.S. Grade A Choice or Fancy (fruit to be packed in light syrup or natural juices).
3. Frozen fruits and vegetables shall be U.S. Grade A Choice or better.

Baked Products

Bread, rolls, cookies, pies, cakes, and pudding may be prepared on premises or purchased, and shall meet the meal pattern requirements in Attachment C.

Attachment E — MTY Proposal Evaluation Matrix

Evaluator Scoring Sheet (1–5 Scale)					
Evaluation Category	Subcriteria / Focus	Weight	Score (1–5)	Weighted Score	Evaluator Comments
Menu	Wholesome/nutritionally balanced; child friendly; ready to eat; Alaska clientele considered; SFSP compliance	10%			
Documentation / Educational Materials	Child friendly/engaging; valuable/educational; Alaska clientele considered	2%			
Quality Assurance	QA questions addressed; demonstrated QA controls	10%			
Shipping & Logistics	USPS experience; lost/delayed package procedure; shipping timelines; address issue procedure	10%			
Past Performance / Experience	USDA/FNS experience; large-scale distribution; rural/non-congregate experience; similar meal program; references	2%			
Packaging & Sanitation	Leak/rupture prevention; appropriate labeling	2%			
Staffing & Operational Capacity	Capacity for large weekly shipments; staffing plan	3%			
Technology & Data Management	Secure weekly files; package tracking database; potential system integration	5%			
Customer Service	Escalation procedures; communication with FBA	5%			
Cost / Price	Weekly box price; shipping cost; other costs included in the per-box price; price reasonableness	51%			
TOTAL		100%			

Scoring Scale

- 5 – Excellent: Response substantially exceeds requirements; detailed, well-supported, and demonstrates very low risk.
- 4 – Good: Response meets all requirements and demonstrates strong capability with minor strengths.
- 3 – Acceptable: Response meets requirements but provides limited additional detail or demonstrated experience.
- 2 – Weak: Response partially meets requirements, lacks detail, or presents moderate risk.
- 1 – Unacceptable: Response fails to adequately address the requirement or presents significant risk.

Attachment F — Alaska Meals to You Innovation and Integrity Project (MTY Project) Statement of Work

Statement of Work Overview

The Meals to You (MTY) Alaska Food Service Vendor Company (FSVC) Statement of Work establishes the roles, responsibilities, performance requirements, and operational expectations of the FSVC under the Food Bank of Alaska (FBA) Meals to You Program.

MTY is a rural, non-congregate Summer Food Service Program (SFSP) initiative implemented by FBA to provide meals to eligible children in rural Alaska communities where traditional congregate SFSP meal service cannot be reasonably provided due to distance, population density, or other approved program considerations.

The FSVC shall assemble and distribute weekly meal boxes in accordance with the approved MTY menu, applicable SFSP meal pattern requirements, USDA requirements, applicable waivers, and the terms of the resulting contract.

Each MTY meal box shall contain one week's worth of food consisting of components for five breakfasts and five lunches/suppers.

FBA or the FSVC may propose amendments to the Statement of Work during the contract term. No amendment shall become effective unless approved in writing by FBA and the FSVC, approved by DEED when required, and incorporated into the contract in accordance with applicable procurement and program requirements. The FSVC shall follow the roles and responsibilities in the most recently signed Statement of Work.

Program Activities

1. Menu Planning and Meal Box Requirements

The FSVC shall develop weekly menus in accordance with applicable SFSP meal pattern requirements, FBA-approved menu specifications, and applicable USDA requirements and waivers.

The FSVC shall assemble each MTY meal box according to the FBA-approved menu and box specifications. Each meal box shall contain components for five breakfasts and five lunches/suppers.

The FSVC shall prioritize domestic products in accordance with applicable Buy American requirements. When a compliant domestic product is unavailable, the FSVC shall notify FBA and may propose an imported product when permitted under applicable Buy American requirements.

The FSVC shall not substitute products or modify approved menus without prior approval from FBA. When an approved product substitution or menu modification occurs, the FSVC shall provide FBA with an updated menu identifying the substitution or modification and the date it was implemented. Any substitution or menu modification that affects compliance with applicable SFSP requirements shall also receive USDA approval when required.

The FSVC shall procure and ship meal components with at least six (6) months of remaining shelf life, measured from the date the meal box is delivered to the participant household as shown by the carrier's delivery confirmation. No meal component shall have a best-by, use-by, sell-by, or expiration date earlier than six (6) months after that delivery date. The FSVC shall account for procurement, storage, packing, and transit time when selecting product lots, and shall maintain lot and date-code records sufficient to demonstrate compliance and provide them to FBA upon request. Meal boxes containing components that do not meet this requirement may be considered non-compliant and are subject to replacement at the FSVC's expense.

The FSVC shall have the capacity to procure, ship, and deliver an estimated 10,000 boxes of food per week for the 13-week program period. Each box will contain five (5) breakfasts and five (5) lunches/suppers, for an estimated total of 100,000 meals per week and 1,300,000 meals over the program period.

2. Food Product, Safety, and Traceability

The FSVC shall ensure that all food products included in MTY meal boxes meet applicable food safety, sanitation, product specification, nutritional, packaging, and labeling requirements.

All meal components shall have identifying information necessary for product traceability, including, as applicable:

- Expiration or best-by dates;
- Manufacturer information;
- Lot or batch numbers; and
- Traceability records linking each meal component to its manufacturer lot or batch, the purchase order under which it was received, and the warehouse receiving batch or pallet from which it was drawn.

The FSVC shall maintain sufficient product and production records to support food safety investigations, recalls, program monitoring, audits, and other reviews by FBA, DEED, USDA, or authorized auditors.

Upon FBA's request, the FSVC shall be able to trace any meal component back to its manufacturer lot, purchase order, and warehouse batch, and forward to the meal boxes and shipments that contained it, within twenty-four (24) hours.

3. Data Management and Information Security

The FSVC shall maintain data security and confidentiality in accordance with applicable program, State, and Federal requirements.

The FSVC shall provide FBA Program Staff with secure access to required program data and data systems.

FBA will provide the FSVC access to a secure data file or system for the exchange of program information. FBA and the FSVC shall use the designated data system for program shipment and tracking information.

FBA and the FSVC shall execute a data-sharing agreement governing the access, transmission, use, storage, protection, retention, and disposal of program data. The FSVC shall use program data only for purposes authorized by FBA and the MTY program. The FSVC shall not use, disclose, sell, retain, copy, or transfer MTY participant information for any purpose other than authorized performance of the contract.

4. Mailing Lists and Shipment Authorization

FBA will provide the FSVC with an updated mailing list each week containing approved household and participant box requests.

The mailing list may include:

- Legal guardian name for the shipping package;
- Household shipping address;
- School district;

- Unique participant identifier or FBA application number;
- Week of shipment; and
- Box type, including Standard or Dietary.

The mailing list will be uploaded through the designated data transfer or shipment-tracking system.

The FSVC shall build and ship boxes only for participants and households authorized by FBA.

The most recent FBA-approved mailing list shall be the authoritative source for authorized shipments. The FSVC shall not ship to participants removed from the most recent mailing list unless specifically authorized in writing by FBA.

The mailing list may include corrected addresses, replacement requests, special handling or delivery instructions, participant removals, and other shipment changes.

The FSVC shall maintain procedures for processing mailing-list changes, address corrections, failed deliveries, and delivery delays.

The FSVC shall ship to non-validated addresses only when specifically approved in writing by FBA.

5. Box Assembly and Packaging

The FSVC shall build each meal box according to the approved menu and the box type identified by FBA.

Each meal box shall have a unique tracking number.

Each meal box shall include FBA-approved participant-facing materials as directed by FBA. Materials may include meal pattern information, participant instructions, surveys, program communications, educational materials, and other materials designated by FBA.

The FSVC shall ensure that meal boxes are packaged in a manner that protects food products during handling, transportation, and delivery and maintains the integrity and safety of the meal components.

Each meal box shall include the return address:

**Food Bank of Alaska
2192 Viking Drive
Anchorage, AK 99501**

unless FBA provides written instructions identifying an alternative approved return or collection location.

6. Shipping and Delivery

The FSVC shall initiate shipment of boxes no later than seven (7) calendar days after receiving the applicable box request from FBA, unless FBA approves an alternative shipment schedule.

For purposes of this requirement, shipment initiation means the meal box has been tendered to the designated carrier and accepted into the carrier's tracking system.

The FSVC shall ship MTY meal boxes using USPS unless FBA authorizes another carrier in writing.

The FSVC shall establish and maintain the carrier accounts, systems, and relationships necessary to provide accurate package tracking information and timely notifications regarding shipping delays, delivery exceptions, returns, and other issues affecting MTY deliveries.

The FSVC shall promptly notify FBA of significant shipping or delivery issues that may affect participants, including widespread delays, failed deliveries, carrier disruptions, or other conditions affecting MTY shipments.

If a high rate of boxes remains undelivered two weeks after shipment initiation, the FSVC shall communicate with the carrier or appropriate postal representative to determine the cause and shall provide FBA with the results of the investigation.

7. Shipment Tracking and Reporting

The FSVC shall provide FBA with continuous, secure, current access to an online database, tracking system, or web-based portal containing shipment information for all MTY box requests.

The system shall allow FBA to view current shipment information at any time and shall not rely solely on periodic reports.

At a minimum, the system shall include:

- FBA identifier or application number;
- Unique box tracking number;
- Carrier;
- Ship date;
- Current tracking status;
- Final tracking status when available;
- Reasons for non-delivery or return;
- Relevant tracking dates; and
- Ability to export shipment data in a format usable by FBA.

Shipment information shall be updated promptly following shipment initiation and whenever the shipment status materially changes.

The FSVC shall provide FBA with a weekly report identifying packages requiring investigation or follow-up, including:

- Refusals;
- Incorrect or incomplete addresses;
- Extended delays;
- Delivery exceptions;
- Returns to sender;
- Failed deliveries; and
- Other statuses indicating a possible unsuccessful delivery.

The weekly report shall include the applicable FBA identifier or application number, tracking number, current tracking status, relevant tracking dates, and reason for the exception when available.

The FSVC shall maintain shipment records and system access throughout the contract term and for the applicable record-retention period.

8. Quality Assurance and Monitoring

The FSVC shall maintain quality assurance procedures sufficient to ensure that MTY meal boxes comply with the approved menu, product specifications, food safety requirements, packaging requirements, labeling requirements, and other contract requirements.

The FSVC's quality assurance procedures shall be fully in place before the first MTY shipment and shall remain in effect for the entire contract term, including any renewal periods. The FSVC shall perform and document QA monitoring for every shipment week, and no shipment week shall be excluded from QA monitoring.

The FSVC shall provide FBA with a weekly quality assurance report documenting QA activities completed during each shipment week.

The weekly QA report shall identify any quality, food safety, packing, labeling, product, shipment, or other program issues identified; corrective actions taken or proposed; and outstanding issues requiring FBA attention.

The FSVC shall provide monitoring boxes upon FBA's request. Monitoring boxes shall be prepared and shipped using the same procedures and requirements applicable to regular MTY program boxes.

FBA may conduct onsite monitoring, inspections, audits, or other reviews of the FSVC's operations as necessary to verify compliance with the contract, applicable USDA requirements, and FBA policies and procedures.

FBA will conduct at least one onsite review during each contract year, and may conduct additional reviews as FBA determines necessary or as required by DEED or USDA.

The FSVC shall cooperate with FBA, DEED, USDA, and authorized auditors or monitors and shall provide records and information requested for program monitoring, compliance reviews, and audits.

Any silence, absence, or omission in the contract documents or specifications concerning any point shall be regarded as meaning that only the best commercial practices shall prevail and that only materials (including food and supplies) and workmanship of a quality that would normally be specified by FBA shall be used.

9. Replacement Boxes

A replacement box may be authorized when a meal box is:

- Damaged by the carrier, FSVC, or another party;
- Lost by the carrier, FSVC, or another party;
- Affected by a household, carrier, or FSVC error;
- Found to contain expired, incorrect, damaged, or otherwise unacceptable products;
- Requested by a household or reported as not received;
- Returned or deemed undeliverable by the carrier;
- Delayed beyond an acceptable delivery timeframe;
- Unclaimed or otherwise voided at a distribution center and not shipped;
- Missing a shipment record or valid tracking status; or
- Otherwise determined by FBA and the FSVC to require replacement.

FBA will identify replacement needs and communicate authorized replacement requests to the FSVC.

The FSVC shall not automatically ship a replacement unless authorized by FBA or included on the current FBA-approved mailing list.

The FSVC shall bear the cost of replacement products, replacement boxes, reshipments, or other corrective actions required because of a non-compliant box when attributable to the FSVC or its subcontractors.

The FSVC shall not be responsible for replacement or non-reimbursement costs caused solely by circumstances outside the FSVC's reasonable control, provided the FSVC complied with all applicable contract requirements and promptly notified FBA of the issue.

10. Invoicing, Reimbursement, and Non-Compliant Boxes

The FSVC shall submit no more than one invoice per week of shipment.

Each invoice shall identify the applicable shipment week, including beginning and ending dates, and shall bill at the approved per-box rate.

Each invoice shall contain sufficient detail for FBA to reconcile billed boxes to shipments.

The FSVC shall provide PDF invoices with meal box contents and a spreadsheet of related meal boxes shipped containing, at a minimum:

- Box ID;
- Tracking number;
- Tracking status;
- Application ID;
- Ship date; and
- Applicable notes.

A reimbursable meal box must meet all applicable SFSP meal pattern, food safety, packaging, labeling, documentation, shipment, tracking, and other program requirements and must have a valid unique tracking identifier.

Reimbursement eligibility shall be determined under applicable USDA, DEED, and FBA meal-claiming policies and procedures.

Payment for a meal box does not, by itself, constitute FBA's determination that the box was an allowable or reimbursable SFSP meal for purposes of program claiming.

The FSVC will be paid the firm fixed per-box price for each compliant box shipped, as set out in Section VIII of the Standard Terms and Conditions. No other costs will be paid.

The following may be considered non-reimbursable or non-compliant:

- Unapproved product substitutions;
- Missing, incomplete, or incorrect meal components;
- Expired, spoiled, damaged, contaminated, or unsafe food products;
- Products not meeting approved product specifications, serving sizes, meal components, or nutritional requirements;
- Damage caused by inadequate packaging, packing, handling, or preparation;
- Incorrect quantities of meal components or boxes;
- Incorrect, missing, or illegible labeling, dates, lot numbers, or required identifying information;
- Use of an unapproved menu or unapproved products;
- Failure to meet applicable food safety, sanitation, or regulatory requirements;

- Shipment to an incorrect address due to FSVC processing, data entry, labeling, or fulfillment error;
- Shipment to a participant removed from the approved mailing list or not authorized by FBA;
- Failure to ship within required timeframes due to FSVC error or failure;
- Missing, inaccurate, incomplete, or insufficient tracking information attributable to the FSVC; or
- Any other box determined under applicable USDA, DEED, or FBA requirements to be non-compliant or ineligible as a result of FSVC failure to meet the requirements of the contract.

The FSVC shall account for anticipated increases in USPS postage and other shipping costs when proposing pricing for annual renewals. Annual renewal price adjustments shall be governed by Section VIII, Purchases, Price and Payments, of the Standard Terms and Conditions.

11. Returned Boxes and Product Disposition

The FSVC shall ensure that all meal boxes are labeled with the FBA return address unless otherwise directed by FBA.

Returned meal boxes will be used by FBA for quality-control, food safety, packaging, product, labeling, and other program reviews.

FBA will communicate with the FSVC regarding returned boxes and may request information or corrective action based on the reason for return.

Returned meal boxes shall not be redistributed unless specifically authorized under applicable program requirements and by FBA.

Returned boxes and contents shall be evaluated as appropriate for food safety, product integrity, packaging condition, expiration or best-by dates, evidence of tampering or contamination, and other factors affecting suitability for distribution.

Products not approved for reuse shall be disposed of according to applicable food safety requirements and FBA disposition instructions, with documentation when required.

Returned meal boxes shall not be counted as successfully delivered meals or submitted for reimbursement.

If a returned box requires replacement, FBA will determine whether a replacement should be shipped based on the reason for return, participant eligibility, program requirements, and applicable meal-claiming policies.

The FSVC shall not automatically ship a replacement unless authorized by FBA or included in the current approved mailing list.

The FSVC shall be responsible for the cost of a returned meal box, replacement shipment, or product loss when the return or loss is attributable to an error, omission, or failure by the FSVC or its subcontractors to comply with the contract.

FBA and the FSVC shall maintain records of returned meal boxes and their disposition as required for program monitoring, reconciliation, audit, and USDA/DEED review.

FSVC General Responsibilities

The FSVC shall:

1. Assemble MTY meal boxes in accordance with FBA-approved menus, product specifications, and applicable SFSP requirements.

2. Maintain all required food safety, sanitation, quality assurance, traceability, and product-handling procedures.
3. Maintain accurate shipment and tracking information.
4. Ship only boxes authorized by FBA.
5. Comply with FBA's weekly mailing lists and shipment instructions.
6. Notify FBA promptly of supply, production, food safety, shipping, data, or other issues that may affect the MTY program.
7. Maintain records necessary to demonstrate compliance with the contract and applicable Federal, State, and local requirements.
8. Correct vendor-caused errors and provide replacement products or boxes when required under the contract.
9. Cooperate with FBA, DEED, USDA, and authorized auditors or monitors.
10. Protect the confidentiality and security of MTY participant and program information.
11. Comply with all applicable Federal, State, local, USDA, DEED, and FBA requirements applicable to the MTY Program and resulting contract.

Statement of Work Signatures

Food Bank of Alaska	FSVC
Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Attachment G — Byrd Anti-Lobbying Certification

The Food Service Vendor Company (FSVC) certifies, to the best of the undersigned's knowledge and belief, that no Federal appropriated funds have been paid or will be paid by or on behalf of the FSVC to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the award of this contract, or any extension, continuation, renewal, amendment, or modification of this contract.

The FSVC shall disclose any lobbying activities for which disclosure is required under 31 U.S.C. § 1352 and applicable Federal regulations.

If the FSVC has paid or will pay any person using funds other than Federal appropriated funds to influence or attempt to influence a covered Federal action in connection with this contract, the FSVC shall complete and submit Standard Form SF-LLL, Disclosure of Lobbying Activities, in accordance with the form's instructions.

The FSVC shall comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, and applicable Federal contract requirements.

Certification

The undersigned certifies that the statements above are true and correct to the best of his or her knowledge and belief.

Organization: _____

Street Address: _____

City, State, ZIP: _____

Authorized Representative Name: _____

Title: _____

Signature: _____

Date: _____

SF-LLL Disclosure

☐ Not Applicable — The FSVC has not paid and does not intend to pay any person using non-Federal funds to influence or attempt to influence a covered Federal action related to this contract.

☐ Applicable — The FSVC has paid or intends to pay a person using non-Federal funds to influence or attempt to influence a covered Federal action and has attached the completed SF-LLL, Disclosure of Lobbying Activities.

Attachment H — SF-LLL, Disclosure of Lobbying Activities

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

☐ Applicable ☐ Not Applicable
(This must be signed regardless of Applicability)

1. Type of Federal Action: _____ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: _____ a. bid/offer/ application b. initial award c. post-award	3. Report Type: _____ a. initial filing b. material change For Material Change Only: Year _____ Quarter _____ Date of Last Report _____		
4. Name and Address of Reporting Entity: Prime Subawardee Tier, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:			
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____			
8. Federal Action Number, if known:	9. Award Amount, if known: \$			
<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> 10. a. Name and Address of Lobbying Entity: (last name, first name, MI) (Attach Continuation Sheet(s) SF-LLL-A If Necessary) (if individual, last name, first name, middle) </td> <td style="width: 50%; vertical-align: top;"> 10. b. Individuals Performing Services (including address if different from No. 10,a.) (Attach Continuation Sheet(s) SF-LLL-A If Necessary) (if individual, last name, first name, middle) </td> </tr> </table>			10. a. Name and Address of Lobbying Entity: (last name, first name, MI) (Attach Continuation Sheet(s) SF-LLL-A If Necessary) (if individual, last name, first name, middle)	10. b. Individuals Performing Services (including address if different from No. 10,a.) (Attach Continuation Sheet(s) SF-LLL-A If Necessary) (if individual, last name, first name, middle)
10. a. Name and Address of Lobbying Entity: (last name, first name, MI) (Attach Continuation Sheet(s) SF-LLL-A If Necessary) (if individual, last name, first name, middle)	10. b. Individuals Performing Services (including address if different from No. 10,a.) (Attach Continuation Sheet(s) SF-LLL-A If Necessary) (if individual, last name, first name, middle)			
11. Amount of Payment (check all that apply): \$_____ Actual \$_____ Planned	13. Type of payment (check all that apply): _____ a. retainer _____ b. one-time fee _____ c. commission _____ d. contingent fee _____ e. deferred _____ f. other; specify:			
12. Form of Payment (check all that apply): _____ a. cash _____ b. in-kind; specify: Nature _____ Actual _____	14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contracted for Payment indicated in Item 11: (Attach Continuation Sheet(s) SF-LLL-A, if necessary)			
15. Are Continuation Sheet(s) SF-LLL-A Attached: Yes____(Number _____) No _____				

16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

Name: _____

Title: _____

Telephone: _____

Attachment H (cont.) — SF-LLL-A Continuation Sheet

Disclosure of Lobbying Activities

Continuation Sheet SF-LLL-A

Reporting Entity: _____

Page _____ of _____

Attachment H (cont.) — SF-LLL Instructions

Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether sub awardee or prime Federal recipient, of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment to any lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use of SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be, a prime or subaward recipient. Identify the tier of the subawardee; e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks “Subawardee”, then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal RFP) Number, Invitation for Bid (IFB) Number; grant announcement number; the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes e.g., “RFP-DE-90-001”.
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services and included full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all that apply. If this is a material change report, enter the cumulative amount of payments made or planned to be made.
12. Check all that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check all that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform, and the date(s) of any service rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether a SF-LLL-A Continuation Sheet(s) is attached. List number of sheets, if yes.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintain the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-00046), Washington, DC 20503.

Attachment I — SFSP Vended Meal Contract Assurance Statement

SFSP Vended Meal Contract Assurance Statement

The undersigned assures that the Food Service Vendor Company will comply with all applicable SFSP requirements and will provide meals and services in accordance with the approved contract, Statement of Work, USDA SFSP meal pattern requirements, applicable USDA guidance and waivers, DEED requirements, and FBA policies and procedures. The vendor acknowledges that FBA retains responsibility for SFSP administration, participant eligibility, meal claims, and other sponsor functions required by Federal or State rules.

Authorized Representative Name	
Title	
Signature	
Date	