



**REQUEST FOR PROPOSAL (RFP) NO. P19-004**

**UAA MAIN CAMPUS AND/OR ALASKA AIRLINES CENTER DINING SERVICES**

**DELIVER PROPOSALS ELECTRONICALLY TO:**

University of Alaska Anchorage Procurement Services  
Via the BONFIRE PORTAL  
(See Instruction on Page 50)

**PROPOSALS MUST BE RECEIVED NO LATER THAN:**

Tuesday, January 22, 2019 at 2:00 pm

Faxed or email proposals will not be accepted. Proposals are not subject to public opening.

**CONTACT FOR RFP INQUIRIES:**

Carson Davis, Contracting Officer  
UAA Procurement Services  
E-mail: [crdavis4@alaska.edu](mailto:crdavis4@alaska.edu)  
Phone: 907-786-1341

**MANDATORY PRE-PROPOSAL CONFERENCE/ SITE VISIT OF FACILITIES:**

Friday, December 14, 2018, 10:00 a.m.

**HELD AT:**

University of Alaska Anchorage  
Edward Lee Gorsuch Commons, Room 106  
3700 Sharon Gagnon Lane  
Anchorage, AK 99508

**CALENDAR OF EVENTS**

<b>RFP Published</b>	<b>December 6, 2018</b>
<b>Mandatory Pre-Proposal Conference</b>	<b>December 14, 2018, 10:00 am</b>
<b>Site Visits to Existing Accounts by UAA</b>	<b>January 2019 – March 2019</b>
<b>Questions Due from Proposers</b>	<b>December 17, 2018. 5:00 pm</b>
<b>Answers to Questions issued to Proposers</b>	<b>December 18, 2018</b>
<b>Proposal Due Date/Time</b>	<b>January 22, 2019, 2:00pm</b>
<b>Notification of Short List for Interviews</b>	<b>February 28, 2019</b>
<b>Short List Interviews</b>	<b>Week of March 11, 2019</b>
<b>Notice of Intent to Award</b>	<b>April 1, 2019</b>
<b>Contract Commencement</b>	<b>July 1, 2019</b>

This RFP is available for downloading at: <http://aws.state.ak.us/OnlinePublicNotices/Default.aspx>. Hard printed copies are available at UAA Procurement Services Office, University Lake Building, Room 106, 3890 University Lake Drive, Anchorage, AK, at a nominal price to cover reproduction costs.

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**C. UA INSTRUCTIONS TO OFFERORS****1. General Requirements:**

Offerors should read this solicitation carefully and review all instructions contained herein. Incomplete or incorrect proposals may be rejected as not conforming to the essential requirements of the Request for Proposals (RFP). Any deviations in a proposal from RFP requirements must be fully disclosed in detail on the PROPOSAL TRANSMITTAL & COMPLIANCE FORM of the RFP which must be submitted with the proposal. Proposals submitted on other than the prescribed forms contained in this RFP will be rejected. Offerors may copy the forms contained in the RFP for use in their proposals, but substitute forms or formats are unacceptable.

**2. Sealed Proposals:**

(a) The Offeror shall submit their proposal (including all items indicated in the CHECKLIST OF REQUIRED SUBMITTALS for this Request for Proposals) to the University of Alaska via the Bonfire electronic portal. Submission instructions are on page 50 of this RFP.

(b) Late proposals will not be accepted via the Bonfire Portal. A proposal is late if it is not uploaded in its entirety onto the Bonfire portal on or before the time specified herein as the deadline for receipt of proposals.

(c) Proposals must be submitted in a sealed envelope or package bearing the Offeror's name and address, with the RFP number and project title clearly marked on the outside. Unless otherwise specified elsewhere in the solicitation, proposals will not be accepted via transmittal by fax, email or electronic communication equipment.

(d) Proposal submittals must show full firm name and address of the Offeror. The Offeror's firm name should appear on each page of the proposal.

(e) All material submitted as part of a proposal will become the property of the University for use at its discretion.

(f) Authorized signatures are required. Proposals must be signed by an individual authorized to bind the Offeror to its provisions. The person signing the proposal must show title and/or evidence of authority to bind the firm in contract.

(g) Photographs may be included with the proposal as appropriate or as desired by the Offeror. There is no guarantee that photographs will be returned to Offeror.

(h) The PROPOSAL TRANSMITTAL AND COMPLIANCE FORM from this Request for Proposals shall be submitted as the cover sheet of each proposal.

**3. Pre-proposal Conference:**

A mandatory pre-proposal conference and tour of the campus and all dining venues is scheduled for 10:00 AM on Friday, December 14, 2018.

Proposers who are interested in the Campus Dining Services portion of this RFP shall provide a list of at least three reference accounts similar in scope and size to UAA at the pre-proposal conference, for use by the RFP Evaluation Committee.

**4. Period for Acceptance of Proposals:**

The proposal shall remain valid for at least one hundred and twenty (120) days after the closing date for receipt of proposals except as otherwise specified elsewhere in this solicitation.

**5. Modification or Withdrawal of Proposals:**

Modifications to or withdrawal of proposals maybe allowed only if received prior to the deadline for receipt of proposals. No changes to or withdrawals of proposals will be permitted after the time for receipt of proposals specified in the solicitation.

**6. Questions and Explanations Regarding the RFP or Proposals:**

(a) Any prospective Offeror desiring an explanation or interpretation of the solicitation, specifications, provisions, etc. must request it in writing by Monday, December 17, 2018 to allow a reply to reach all prospective Offerors before the submission of their proposals. Once the RFP has been issued, all communication to UAA administrators and personnel must be submitted in writing to:

**Carson Davis, Contracting Officer**  
**UAA Procurement Services**  
**E-mail: [crdavis4@alaska.edu](mailto:crdavis4@alaska.edu)**

**C. UA INSTRUCTIONS TO OFFERORS (CONT.)**

(b) Written questions must be submitted to the University of Alaska via the email for inquiries shown on the face of this RFP. All inquiries must include the RFP number.

(c) Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective Offeror concerning a solicitation will be furnished promptly to all other prospective Offerors, as an amendment of the solicitation, if that information is necessary in submitting proposals or if the lack of it would be prejudicial to any other prospective Offerors.

**7. Errors and Ambiguities:**

(a) Offerors must read the RFP thoroughly. Any ambiguity, conflict, discrepancy, omission or other errors in this RFP should be reported in writing to the University of Alaska email or mailing address for inquiries shown on the face of the RFP prior to the Pre-proposal Conference and in any case must be reported prior to the proposal submittal deadline. Any changes or corrections to the RFP will be made only by written amendment issued by the University.

(b) Clarifications shall be by written notice sent to all known recipients of the RFP. To the extent practicable, the University shall give such notice to all interested parties, but shall not be responsible to those parties for receipt of this information. It is the Offeror's responsibility to ascertain prior to submittal that he/she is in receipt of any or all amendments to the solicitation. If an Offeror fails to notify the University prior to the submittal deadline of an error in the RFP or the Offeror's proposal, such proposal shall be submitted at the Offeror's own risk, and if a contract is awarded as a result of such proposal, the Offeror shall not be entitled to additional compensation by reason of the error or its later correction.

**8. Anticompetitive Practices:**

Offerors certify by submittal of their proposal that prices submitted have been independently arrived at and without collusion. Penalties for participation in anticompetitive practices include, but are not limited to, rejection of the proposal, suspension, debarment, civil and/or criminal prosecution.

**9. Subcontracting:** If subcontracting is not prohibited by the solicitation, an apparent successful Offeror shall submit a list of the subcontractors it proposes to use in the performance of the contract within five (5) working days after receipt of a request from the University. The list must include the name and location of the place of business and a description of the portion of the contract to be subcontracted applicable to each subcontractor. Use of subcontractors in the performance of the contract is subject to University consent, and the University requires that subcontractors meet its criteria for responsible prospective contractors specified in these INSTRUCTIONS TO OFFERORS. The University may require replacement of any subcontractor which it determines not to be a responsible subcontractor.

**10. Solicitation and Responsiveness of Offers:**

(a) The solicitation requirements have been established to obtain full and accurate representation of Offeror responsiveness and responsibility which will enable the University to evaluate proposals and award contracts for providing the services requested. The University of Alaska in its sole discretion will determine responsiveness and final evaluation results for this RFP as provided herein.

(b) All responses to this RFP shall be subject to verification by the University. Any proposal which contains material or information which cannot be verified or otherwise confirmed for purposes of determining responsiveness to the solicitation may result in rejection of the proposal.

**11. Selection for Award or Rejection of Proposals:**

(a) Selection for award and execution of contracts will be accomplished in accordance with Alaska Statutes Title 36 and the University of Alaska procurement regulations, policies, procedures, and the terms and conditions of this solicitation.

(b) The Contracting Agency will award a contract resulting from this solicitation to the responsible Offeror whose proposal conforming to the solicitation will be most advantageous to the Contracting Agency, cost or price and other factors, specified elsewhere in this solicitation considered.

(c) The Contracting Agency may (1) reject any or all proposals if such action is in the University's interest, (2) accept other than the lowest proposal and (3) waive informalities and minor irregularities in proposals received.

(d) The Contracting Agency may award a contract on the basis of initial proposals received without discussions. Therefore, each initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint.

(e) Discussions or negotiations may be conducted with all Offerors in the competitive range. If "Best and Final" offers are requested, they will be evaluated against the same criteria as were the initial proposals.

**C. UA INSTRUCTIONS TO OFFERORS (CONT.)**

(f) This solicitation does not obligate the University to pay any cost incurred in the preparation or submission of such proposals, or to contract for service.

(g) Any contract awarded as a result of this solicitation will incorporate the contents of this RFP and the successful Offeror's proposal. The successful Offeror(s) will be required to execute such a written contract and comply with its terms.

**12. Responsible Prospective Contractors:**

(a) Alaska Statute 36.30 and Federal Regulations (OMB Circular A-110, Attachment 0) prescribe that University contracts shall be awarded only to prospective contractors who are determined to be responsible. After determination on of an apparent successful Offeror, the University may make inquiries or require additional information from a prospective contractor relating to a determination of responsibility.

(b) Failure of an Offeror to promptly supply information in connection with a University inquiry with respect to responsibility may result in a determination of non-responsibility with respect to the Offeror.

(c) In order to determine responsibility of a prospective contractor, the University of Alaska may require Offerors to supply additional information or documentation, may perform on-site pre-award surveys, and inspect equipment or facilities.

(d) To be determined responsible, a prospective contractor must:

- (1) have adequate financial resources to perform the contract or the ability to obtain them;
- (2) be able to comply with the contract performance schedule taking into consideration all existing other business commitments;
- (3) have a satisfactory performance record;
- (4) have a satisfactory record of integrity and business ethics;
- (5) have the necessary organization, personnel, experience, accounting and operational controls, and technical skills, or the ability to obtain them;
- (6) have the necessary equipment and facilities or the ability to obtain them; and
- (7) be otherwise qualified and eligible to receive an award under applicable laws and regulations.

(e) A contract will NOT be awarded to any Offeror who is determined by the University to be a non-responsible prospective contractor.

**13. Certified Cost or Pricing Data:**

A prospective contractor maybe required to certify (in accordance with the Truth in Negotiations Act (P.L. 87-653) as implemented by FAR 15.802) that any cost or pricing data submitted were accurate, complete and current as of the date of final agreement on price. The executed certification must be presented to the Procurement Officer after negotiations are concluded and before award can be made. Following is the text of the certification that shall be used if called for by the Procurement Officer.

**CERTIFICATE OF CURRENT COST OR PRICING DATA**

This is to certify that, to the best of my knowledge and belief the cost or pricing date (as defined in section 15.801 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.804-2) submitted, either actually or by specific identification in writing, to the Procurement Officer or to the Procurement Officer's representative in support of solicitation number \_\_\_\_\_ are accurate, complete, and current as of \_\_\_\_\_ (date). This certification includes e cost or pricing data supporting any advance agreements and forward pricing rate agreements between the Offeror and the Contracting Agency that are part of the proposal."

**14. Public Information:**

All submitted proposals and proposal information will be considered confidential until notice of intent to award is issued. After the notice of intent to award is issued, proposals will be become public information. Properly marked proprietary information supplied by an Offeror in response to an inquiry by the University relating to responsibility, will not be disclosed or available to the public. Proprietary information of the type not subject to public review includes Offeror submittals of: financial statements, tax records, personnel/personal information, etc.

**15. Notice of Intent to Award:**

Unless the contract is excepted from this requirement by AS 36.30, at least ten (10) days prior to formal award of a contract, a Notice of Intent to Award will be issued listing the name and address of the successful Offeror(s).

**C. UA INSTRUCTIONS TO OFFERORS (CONT.)****16. Protest:**

(a) An interested party may protest an award under this Request for Proposals to the Procurement Officer not later than ten (10) days after issuance of the Notice of Intent to Award. The Procurement Officer will issue a written decision within fourteen (14) days after date of filing of the protest.

(b) A protest must be filed in writing and must 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 at issue.
- (4) A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents.
- (5) The form of relief requested.

(c) An appeal from a decision of the Procurement Officer may be filed with the Chief Procurement Officer not later than ten (10) days after a protest decision is received by the protester.

**17. Authority:**

The University procurement official whose name appears on the cover sheet of this solicitation has authority to act as agent for the University of Alaska. Offerors are cautioned that instructions or interpretations contrary to the provisions of this solicitation, which are received from employees not specifically designated herein to act in this matter, are not valid or binding on the University.

**18. No Bid/Proposal Response:**

If no proposal is to be submitted, the face page of this solicitation should be returned to the issuing office marked "NO RESPONSE". Failure to submit a proposal or respond may cause for removal of your firm from the mailing list on future solicitations for similar products or services.

**19. Discounts for Prompt Payment:**

(a) Discounts for prompt payment will not be considered in evaluating offers for award. However, offered discounts will be taken on payments if earned.

(b) Cash discount period on any invoice received shall commence on the date shipment is received or date services are accepted by the University, or date of invoice whichever is later. In the event of adjustment or damage to a shipment subject to a cash discount, the date of receipt of shipment by the University shall be the date the shipment is finally accepted.

**20. Descriptive Literature:**

Descriptive literature must be submitted in duplicate with the proposal when an "equal" item is offered under a purchase description calling for a Brand Name "or equal". Failure to provide descriptive literature when requested on the CHECKLIST OF REQUIRED SUBMITTALS may render the proposal nonresponsive. Descriptive literature means information that is submitted as part of a proposal which sufficiently details the offer to determine its responsiveness to the solicitation specifications for evaluation purposes.

**21. Brand Name or Equal Specifications:**

(a) Unless specifically stated otherwise, the use of a brand name "or equal" purchase description is intended to describe the standard of quality, performance and characteristics desired, and is not intended to exclude substantially equivalent products.

(b) An item shall be considered to be substantially equivalent, or "equal" to a specified product, when in the opinion of the procurement officer, the offered "or equal" fulfills the salient characteristics set forth in the purchase description, and the University can reasonably anticipate sufficiently similar quality, capacity, durability, performance, utility and productivity as provided by the specified "or equal" product.

**22. Testing and Samples:**

(a) The University reserves the right to request a demonstration or test of any or all products offered in response to a brand name "or equal" purchase description. If Offeror fails to respond within a reasonable time to a request by the procurement officer for demonstration/testing, an offer may be rejected as nonresponsive to the solicitation.

**C. UA INSTRUCTIONS TO OFFERORS (CONT.)**

(b) Samples of products, when requested, must be furnished free of expense to the University and if not destroyed by testing, will be returned at the Offeror's request and expense immediately following contract award.

(c) Unsolicited samples are submitted at the Offeror's risk and will not be examined or tested, and will not in any way cause variance from of the solicitation provisions.

**23. Alaska Business License:**

The Offeror must have a valid Alaska business license at the time the contract is awarded. Acceptable evidence that the Offeror possesses a valid Alaska business license may include the following;

- (a) Copy of the Alaska business license.
- (b) Provision of the Alaska business license number.

**24. Alaska Bidder Preference:**

(a) In accordance with AS 36.30.170 a procurement officer shall award a contract based on solicited offers to the lowest, responsive and responsible Offeror either earning the greatest number of evaluation points after an Alaska bidder's preference of five (5) percent has been applied to the price offer of each qualified Alaska Offeror.

(b) An Alaskan bidder is one who (1) holds a current Alaska business license, (2) submits a bid or proposal for goods, services, or construction under the name appearing on the person's current Alaska business license, (3) has maintained a place of business within the state staffed by the bidder or Offeror or an employee of the bidder or Offeror for a period of six months immediately preceding the date of the bid or proposal (4) is incorporated or qualified to do business under the laws of the state, is a sole proprietor, 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 former AS 32.05, AS 32.06 or AS32.11 and all partners are residents of the state; and (5) if a joint venture, is composed entirely of ventures that qualify under (1) - (4) above.

**25. Alaska Veterans Preference:** For the purposes of evaluating offers, the bid price of an Offeror who qualifies as an Alaska veteran under AS 36.30.321 (f) shall be reduced by five percent. Note: The Alaska Veteran Preference may not exceed \$5,000.

**26. Employment Preference Entitlement:**

(a) In accordance with AS 36.30.321 preference may be applied to an offer submitted by an Alaskan bidder for qualified programs as follows:

Employment Program or Disability Preferences:

15% Alaska Employment Program (AS 36.30.321 (b))

10% Alaska Bidder Sole Proprietorship owned by an Individual with a Disability (AS 36.30.321(d))

Preferences may be claimed only if the bidder/Offeror is, at the time the bid or offer is opened, on the current list of qualified employment programs maintained by the State of Alaska, Department of Education, Division of Vocational Rehabilitation.

Note: A preference under this section is in addition to any other preference for which the bidder/Offeror qualifies. However, a bidder/Offeror shall not receive more than one of the employment or disability preferences.

(b) The bidder/Offeror acknowledges and agrees that if a proposed procurement under this solicitation is supported by a federal funding, AS 36.30 bidder and product preferences are not applicable and shall not be considered in evaluation of bids/offers.

**27. Alaskan Product Preference:**

(a) The Department of Commerce and Economic Development has statutory authority to administer the Alaska Product Preference under AS 36.30 and 3 ACC 92. The department publishes the "Alaskan Product Preference List" twice a year. Only products included in the list that was published at least 30 days before this Request for Proposal was issued will be eligible to receive preference in the award of this offer.

(b) Materials and supplies with value added in the state are: (1) more than 25 percent and less than 50 percent produced or manufactured in the state are Class I products and will be given a three percent (3%) preference. (2) More than 50 percent and less than 75 percent produced or manufactured in the state are Class II products which will be given a five

**C. UA INSTRUCTIONS TO OFFERORS (CONT.)**

percent (5%) preference. (3) More than 75 percent produced or manufactured in the state are Class III products and will be given a seven percent (7%) preference.

(c) Offerors claiming this preference shall so indicate clearly in their proposal and indicate class of preference claimed (I, II, or III). Failure to so indicate will result in no preference being granted.

(d) Recycled Product Preference: In accordance with AS 36.30.337, a five percent (5%) preference will be applied to proposals offering eligible recycled products. This preference is in addition to other preferences allowed for the procurement.

**28. Application of Preferences:** For an offer to which more than one statutory preference applies, i.e., the Alaska preference, the employment program preference, the Alaska product preference, or recycled product preference, etc., the procurement officer shall add the preference percentages together and reduce the offered price by the sum of the percentages for evaluation purposes.

**END C. UA INSTRUCTIONS TO OFFERORS**



**D. ADDITIONAL INSTRUCTIONS TO OFFERORS**

**1. PRE-PROPOSAL CONFERENCE:** A **mandatory** pre-proposal conference will be held at the University of Alaska Anchorage to discuss the requirements, terms and conditions of this solicitation, and to provide clarification of items to potential Offerors. **The pre-proposal conference will begin on Friday, December 14, 2018, 10:00 a.m. at Edward Lee Gorsuch Commons, Room 106, 3700 Sharon Gagnon Lane, Anchorage, AK 99508.**

**There will be only one pre-proposal conference.** Failure to attend the pre-proposal conference will render an Offeror's proposal non-responsive and remove the offer from further consideration. **Proposers who are interested in the Campus Dining Services portion of this RFP shall provide a list of at least three reference accounts similar in scope and size to UAA at this meeting, for use by the RFP Evaluation Committee.**

No statements of any representative of UAA shall be relied upon as changing the language or intent of the proposal. No change to any terms, conditions or specifications of this solicitation shall be issued at the pre-proposal conference. Any changes to the solicitation shall be issued by written amendment by UAA Procurement Services. It is the responsibility of the Offeror to determine, prior to the closing date that they are in possession of any and all amendments.

**2. SITE INSPECTION:** A **mandatory** site inspection of all food service venues will be conducted for the benefit of potential Offerors. The tour will be led by a UAA representative upon the conclusion of the pre-proposal conference on **Friday, December 14, 2018 at Edward Lee Gorsuch Commons, Room 106, 3700 Sharon Gagnon Lane, Anchorage, AK 99508.**

**There will be only one opportunity to attend the Site Inspection.** Failure to attend the site visit will render an Offeror's proposal non-responsive and remove the offer from further consideration. The purpose of the site inspection is to familiarize interested Offerors as to the nature and location of the work, character of the facilities, and other conditions that could affect the work, prior to performance of any work.

Prospective Offerors are asked to review the proposal document thoroughly prior to the site inspection. A UAA representative will be available to answer general questions but has no authority to amend, modify, enhance or diminish the requirements of the contract documents. No responses from UAA's representative may be construed, or relied upon to alter the solicitation document in any way.

No alteration, or change to the specifications of this proposal shall result from the site inspections unless issued in written amendment by the responsible procurement officer.

Questions that arise from the pre-proposal conference and site inspection **must be submitted in writing** to Carson Davis, Contracting Officer UAA Procurement Services, via E-mail at [crdavis4@alaska.edu](mailto:crdavis4@alaska.edu) prior to Friday, December 14, 2018. Questions will be recorded and distributed along with answers as an amendment to the RFP on or before Tuesday, December 18, 2018.

**3. SCHEDULE OF POST NOTICE OF INTENT TO AWARD SUBMITTALS:** All submittals shall be delivered to the UAA Procurement Department, Attn: Carson Davis. The following are required:

a. Five (5) days after "Notice of Intent to Award": (1) Certificate(s) of Insurance; (2) Name of the Contract Manager.

**4. MULTIPLE OR ALTERNATE OFFERS:** Unless specifically allowed, multiple or alternate offers shall be deemed nonresponsive and shall be rejected.

**5. PRICING ERRORS:** In case of error in the extension of prices in the proposal, the unit prices will govern. Written unit price shall govern over a numeric unit price when both are present or called for by the price schedule.

**6. CANCELLATION OF SOLICITATION:** UAA may (1) reject any or all proposals if such action is in UAA's interest, (2) accept other than the lowest proposal and (3) waive informalities and minor irregularities in proposals received.

**7. OFFEROR IMPOSED TERMS AND CONDITIONS:** Offeror imposed terms and conditions which conflict with the terms, conditions or any provision contained in this proposal shall be considered "counter offers" and as such, may cause UAA to consider the offer as non-responsive.

If an Offeror attaches alternate/additional terms and conditions to their offer, such attachments must be accompanied by a signed disclaimer which states: "In the event of a conflict between the UAA terms and conditions and Offeror's terms and conditions attached, UAA's terms, conditions and all provisions of this proposal will prevail."

**D. ADDITIONAL INSTRUCTIONS TO OFFERORS (CONT.)**

**8. FORM OF THE PROPOSAL:** The Request for Proposal Section F contains two (2) scopes of work: one for providing dining services for the residential and retail dining programs and a second to provide dining service for the Alaska Airlines Center (AAC). Offerors may propose services for the campus and the AAC or for the AAC alone. Offers to provide service for campus dining must include an offer to provide service to the Alaska Airlines Center (AAC). Offers to provide dining service solely for the residential and retail dining programs without the AAC will be considered as non-responsive.

However, offerors may propose on providing service to the AAC alone, without the obligation to offer to provide service to the campus. Offers to provide dining service to the AAC will be evaluated and may be awarded separately from offers to provide dining services to the UAA campus.

**END D. ADDITIONAL INSTRUCTIONS TO OFFERORS**

**E. CHECKLIST OF REQUIRED SUBMITTALS**

Offerors are advised that, notwithstanding any instructions or inferences elsewhere in this Request for Proposal, the instructions provided and the documents shown on this sheet need be submitted with and made part of their proposal. Other documents may be required after the submittal deadline, but prior to award. Offerors are advised that failure to follow these instructions or submit the documents shown on this sheet and return the forms in the condition indicated MAY RENDER THE PROPOSAL NON-RESPONSIVE and eliminate it from further consideration,

**NOTE:** The following instructions or items are applicable to this procurement.

x	Electronic Submission of all documentation is required via the following method: <b>BONFIRE Portal</b> . <ul style="list-style-type: none"> <li>Reference BONFIRE Portal Submission Instructions on Page 50 <ol style="list-style-type: none"> <li>1) List of Documents (Required and Optional)</li> <li>2) Hyperlink for Uploading Offeror Documents</li> </ol> </li> </ul>
x	Section J. - Proposal Transmittal and Compliance Form shall serve as the cover sheet for the Offeror's technical proposal. The Proposal Transmittal and Compliance Form must be properly completed and signed.
x	The Offeror must submit one (1) Technical Proposal via the BONFIRE Portal, which includes all requirements specified in Section G. Proposal Evaluation And Award.
x	Evidence of Qualifications as specified in Section G. Proposal Evaluation And Award.
x	All amendments that require acknowledgment shall be acknowledged in the space provided on the Proposal Transmittal and Compliance Form and by manually signing (original signature) the Amendment Sheet and submitting with the proposal prior to the submittal deadline.
x	To qualify for Alaska Bidder Preference: A copy of the Offeror's current Alaska Business License shall be included in the proposal or the current license number provided in the space provided on the Proposal Transmittal and Compliance Form. Reference Section C. Instructions to Offerors, Items 23-24.
x	Section K- Representations, Certifications, and Statement of Offerors must be properly completed and signed.
x	A letter of intent indicating how the Offeror shall meet the insurance requirements specified in Sections H and I of this RFP.
x	Completed P19-004 Attachment 1 – Financial Workbook <b>Note: If offering a proposal for only the dining services associated with the Alaska Airlines Center (AAC), complete only the sections pertaining to the AAC.</b>
x	Completed P19-004 Attachment 2 – Staffing Workbook <b>Note: If offering a proposal for only the dining services associated with the Alaska Airlines Center (AAC), complete only the sections pertaining to the AAC.</b>
x	Completed P19-004 Attachment 3 – Employee Benefits Worksheet
x	Completed P19-004 Attachment 4 – Performance Scorecard

**END E. CHECKLIST OF REQUIRED SUBMITTALS**

## F. SCOPE OF WORK

**Note: the words “Offeror”, “Proposer” and “Vendor” are used interchangeably throughout this RFP document.**

### 1. BACKGROUND INFORMATION

The University of Alaska Anchorage is the largest and most comprehensive of three main campuses in the University of Alaska system. UAA is dedicated to fulfilling its mission by serving the people of Alaska through instruction, research, and public service. UAA serves approximately 14,000 students, has 1,500 faculty and staff members and offers a wide variety of associate, undergraduate and vocational education programs.

### 2. PROPOSED TIMELINE OF RFP PROCESS

The timeline set out herein represents the University's best estimate of the schedule that will be followed for this RFP process. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule will typically be shifted by the same number of days.

The length of the contract will be from the date of contract award on July 1, 2019, for ten (10) years until June 30, 2029. The contract may be extended in one (1) year increments for up to five (5) years.

The approximate contract schedule is as follows:

<b>RFP Published</b>	<b>December 6, 2018</b>
<b>Mandatory Pre-Proposal Conference</b>	<b>December 14, 2018, 10:00 am</b>
<b>Site Visits to Existing Accounts by UAA</b>	<b>January 2019 – March 2019</b>
<b>Questions Due from Proposers</b>	<b>December 17, 2018. 5:00 pm</b>
<b>Answers to Questions Issued to Proposers</b>	<b>December 18, 2018</b>
<b>Proposal Due Date/Time</b>	<b>January 22, 2019, 2:00pm</b>
<b>Notification of Short List for Interviews</b>	<b>February 28, 2019</b>
<b>Short List Interviews</b>	<b>Week of March 11, 2019</b>
<b>Notice of Intent to Award</b>	<b>April 1, 2019</b>
<b>Contract Commencement</b>	<b>July 1, 2019</b>

### 3. REQUIRED SERVICES

The University of Alaska Anchorage (UAA) is soliciting proposals from qualified firms to provide food service for the UAA Main Campus residential and retail dining programs and/or the Alaska Airlines Center catering, concessions and Varsity Sports Grill daily operations.

The University of Alaska Anchorage craves a Campus Dining Program that hums with vitality! The Campus Dining Program should provide modern, hip facilities that provide positive and fun experiences for all customers, utilizing technology to engage the campus community. The Vendor will be forward thinking and excel in customer service, will be creative with solutions for a WOW program, provide regular and frequent events and promotions to keep the program fresh, continuously engage with students and build department relationships across campus. Management should focus on understanding and meeting the needs of all campus customers and conduct ongoing research in order to introduce best practices to campus. The Vendor should maintain a top-notch training program for all employees that produces culinary excellence and operational efficiency.

Similarly, UAA seeks a food service vendor for the Alaska Airlines Center who can bring an exciting energy to the Varsity Sports Grill in terms of branding, programming, food and drink. The successful proposal will lay out how the operator will establish and maintain a destination restaurant in the Alaska Airlines Center during cultural and athletic events as well as during the regular academic calendar. Vendors will need to show what resources they can bring to bear to ensure excellent service and food at peak demand as well as what the operator can offer to attract regular customers when no events are scheduled. The key to a successful bid will be a balanced and aggressive approach to driving volume among existing and historical clients while also developing areas of business and cultivating new customers.

#### 3.1 RESIDENTIAL DINING

The Creekside Eatery in Gorsuch Commons is the existing residential dining locations. There are currently over 550 meal plan holders at University of Alaska Anchorage and the schedule of operation should be designed to maximize the perceived value and community building potential of the residential dining program

It is the desire of University of Alaska Anchorage to build community through the experience of dining and the social experience fostered by good food served in comfortable and appealing surroundings. The vendor should embrace this

## F. SCOPE OF WORK (CONT.)

desire and lead the campus by example in this initiative. Innovations in technology, food production & presentation should be the foundation of a vendor's strategy to serve the University of Alaska Anchorage campus. Food platforms in the Creekside Eatery must include an allergen free station.

The service ware standard for the residential dining location will be 'china' ware and stainless-steel flatware at all meal times.

The University plans to implement the following meal plans for Fall 2019:

- 250 meal block plan with 100 Dining Dollars
- 225 meal block plan with 150 Dining Dollars
- 175 meal block plan with 325 Dining Dollars
- 100 meal block plan (RA only) with 200 Dining Dollars
- 14 meals per week plan with 200 Dining Dollars
- 18 meals per week plan with 120 Dining Dollars
- 25 meal voluntary add-on block
- 10 meal voluntary add-on block
- 9 meals voluntary add-on block with 300 Dining Dollars
- 6 meals voluntary add-on block with 200 Dining Dollars
- 3 meals voluntary add-on block with 100 Dining Dollars

### 3.2 RETAIL DINING

Existing locations (additional information can be found in Appendix 1 Current Dining Program Information):

- Union Burger and Subway in the Student Union.
- Gorsuch Commons: Bear Necessities C-Store
- Borealis Brew in the Integrated Sciences building
- Daily Grind Coffee in Cuddy Hall
- Cuddy Marketplace in Cuddy Hall which includes sushi, pizza, a grill concept and a salad bar.
- Kaladi Brothers Coffee in the Social Sciences/Library Building
- Express Coffee in the Engineering and Industry Building

Drowsy Wolf Coffee in the Bookstore and Union Station, the student operated coffee concept in the Student Union are excluded from this contract.

University of Alaska Anchorage is open to the Vendor's proposed retail strategy even if it varies from the current locations and brands. The retail portfolio should be informed by the overall objectives of the University of Alaska Anchorage, which include:

- Improved distribution of retail dining services across campus
- Improved mix of retail dining services
- Improved portfolio of retail service formats and food quality

The proposed retail strategy shall include:

- Standard service ware will be environmentally sensitive disposable wares at all service platforms, including beverages.

### 3.3 CATERING

University of Alaska Anchorage's catering needs encompass the potential for a wide range of event types daily and throughout the year, including coffee breaks, buffets, plated events, and receptions for groups large and small. Service levels range from drop-off caterings to fine dining events. The Vendor must have the capability to provide a variety of waiter-served hot and cold meals as well, including upscale menu offerings. Catering on the University of Alaska Anchorage campus is exclusive with a waiver of exclusivity for all events under \$500 that is strongly supported on campus. The Vendor will be expected to compete aggressively for business and to provide exceptional service to the campus.

Online Ordering: The Vendor is encouraged to provide, at Vendor expense, an on-line, interactive software platform for web-based Catering ordering, substantially similar to Catertrax.

**F. SCOPE OF WORK (CONT.)****3.4 SUMMER DINING**

The meal plan solution for summer programs shall include a variety of stations in Creekside Eatery, outdoor barbecues and cookouts, and the ability for box meals utilizing both the dining program and the catering operation.

- Summer Camps/Conferences run primarily mid-May through mid-August
- Vendor will develop and manage summer University of Alaska Anchorage student meal plans which shall include an online ordering solution
- University of Alaska Anchorage athletic teams, Student Life staff, and pre-matriculation programs arrive early on campus each year in mid- to late August and continue through the arrival of all students. These 'early arrivals' are an essential part of the summer dining program and must be energetically accommodated.
- Although activity is generally low during the summer, some provision should be made to provide access to food services for faculty and staff over the summer. Vendors are encouraged to propose innovative solutions that balance the need for service with the financial sustainability of the campus dining program.

**3.5 ALASKA AIRLINES CENTER**

The Alaska Airlines Center (AAC) is a 5,000 seat multi-purpose arena located on the University of Alaska Anchorage campus. The AAC includes a 140-seat full service restaurant currently called the Varsity Sports Grill, on the top floor of the arena. The vendor must run this restaurant as well as provide Concessions and Catering for the building. Food production and storage facilities at the AAC are limited and identification and a plan for the use of the outside resources are a required part of any bid to operate the AAC without also operating the campus dining program.

- Details related to the operation of the AAC are recorded in Appendix 1 of this document.

The University of Alaska Anchorage desires a food service program that enhances the student experience and campus life; a visible representation of the academic quality and image of UAA providing high quality and affordable food service; a residential program that balances the cost of meal plans for students with a quality program; a retail \ program that measures and embraces industry changes while continually looking forward to improve customer experiences; and focused on advancing the University of Alaska Anchorage brand by providing WOW experiences for all campus customers.

Services at the AAC should be affordable enough to be enjoyed regularly by members of the campus community and should include programs that enhance campus life. During athletic and cultural events, concessions should have a range of options aimed at different levels of consumer while fostering a sense of celebration and conviviality.

University of Alaska Anchorage has developed the following important program and service expectations for the contract. The successful Vendor will be the one whose proposal reflects the most creative and comprehensive understanding of these needs in conjunction with advantageous financial terms to University of Alaska Anchorage.

**4. PROGRAMMATIC EXPECTATIONS**

- 4.1 Provide excellent quality food with ingredients, recipes and fresh preparation methods that support good nutrition and a healthy lifestyle.
- 4.2 An innovative portfolio of service concepts that:
  - Include a mix of food concepts that are popular with the University community.
  - Provide a balanced mix of service formats designed to satisfy a variety of consumer needs, such as "all you care to eat", fast casual, quick service ("fast food") and convenience markets.
  - Offer ordering, payment, delivery, "to go" and meal plan equivalency mechanisms that are responsive to consumer lifestyles.
- 4.3 Diverse food and beverage choices within operations and across the system that:
  - Address the broad range of consumer preferences.
  - Include entrees and other offerings that address special diet needs such as vegetarian, vegan, low fat, high protein, gluten free, etc.
  - Offer a broad range of healthy choices.
  - Makes provisions for access to kosher/Halal meals at the Creekside Dining Hall.

**F. SCOPE OF WORK (CONT.)**

- 4.4 Provide hours of service that support student lifestyle needs across campus, including options for students taking evening classes or working internships into evening, involved with sporting events off campus early in the morning and later at night as well as late night service in the residential areas.
- 4.5 Provide pricing to the consumer that is competitive with local alternatives. Provide catering pricing that is competitive with off campus caterers and that offers tiers of pricing and service for different event types (high-end to budget), including a service/price tier that is designed to offer an affordable pick-up menu for student groups and academic departments.
- 4.6 A commitment to offering regularly scheduled special event programming:
  - That is offered in both retail and residential operations designed to encourage participation and build community; that teaches life, health and culinary skills.
- 4.7 A meal plan program and policies that:
  - Offer multiple, affordable plan configurations for resident and commuter students.
  - Incorporate Dining Dollars, to-go options and meal equivalencies for additional meal plan flexibility.
- 4.8 Merchandising and food presentation that showcases the products offered and offers strong eye appeal and aligns with retail food service operations in the Anchorage area.
- 4.9 An intentional and committed approach to staffing based on diversity and inclusion that results in:
  - Staffing levels that are matched to customer demand so that service is fast and efficient.
  - Friendly, courteous, knowledgeable and professional employees that receive regular and comprehensive training in both technical and customer service skills.
  - Staff that communicates proficiently and responsively in their interactions with campus diners.
- 4.10 Catering operation that supports and enhances UAA's reputation.
- 4.11 Accommodation of scheduled summer conference and non-athletic camp bookings during transition and/or renovation by working closely with the Office of University Events and its clients.

## **5 MANAGEMENT EXPECTATIONS**

- 5.1 A professional food service management provider that is a leader in the field, offers a best practice approach to retail dining, catering, and residential dining, and that views University of Alaska Anchorage as a premier account.
- 5.2 District and regional management support that is present, involved, responsive and that enables on-site management to be nimble decision makers.
- 5.3 An on-site management structure that provides dedicated managerial and supervisory resources for each business segment in the program, as well as appropriate administrative and technology support.
- 5.4 An on-site management team that is the best in the field, and one that is exceptionally knowledgeable, experienced, competent and professional in managing all aspects of University of Alaska Anchorage's Dining Services Program. The management team should be collaborative with University of Alaska Anchorage's key stakeholders, and employees, with a communication strategy that is proactive and accessible.
- 5.5 Production, service and management information systems technology that is industry leading in all aspects of the program, with a commitment to a seamless interface with University of Alaska Anchorage.
- 5.6 Programs and standards that enforce safe food handling, proper sanitation, HACCP standards and health department requirements;
- 5.7 Facility and equipment preventive and ongoing maintenance programs that result in good stewardship of University of Alaska Anchorage owned resources.
- 5.8 Financial control strategies that ensure a financially efficient Dining Services Program with a high level of accountability and financial reporting to University of Alaska Anchorage.
- 5.9 Development and adherence to a continuous improvement philosophy founded on a comprehensive performance measurement program and close engagement with the campus community.

**F. SCOPE OF WORK (CONT.)**

- 5.10 A dedicated on-site marketing manager with a strong background in social media marketing strategies with proven successes of increased awareness through social media and current technology platforms.
- 5.11 A dedicated dietician that makes regular campus visits, with applicable qualifications for the field who can engage with the entire campus through presentations and programs. The vendor shall support the University's meal plan exemption process through a dietician.

**6 HUMAN RESOURCES EXPECTATIONS**

- 6.1 Human resource practices that are industry leading, and that support workplace diversity, employee retention, career growth for all employee levels and generally reflect the human resource practices of the University.
- 6.2 Fair and competitive compensation at all levels of the organization.
- 6.3 Employee wages and benefits that are competitive with the local commercial food service and restaurant labor market.
- 6.4 A significant and ongoing focus on technical and service training for all employees and designed to maintain high standards across the program.
- 6.5 Preferential hiring of qualified, existing dining staff of the current Vendor.
- 6.6 A strong focus on the hiring, retention and advancement of student employees at wages that are competitive with other student employment options on campus and the local labor market.

**7 WELLNESS EXPECTATIONS**

- 7.1 Careful attention to product mix to ensure a wide selection of nutritionally healthy prepared and portioned foods at all service locations, with results that are measurable.
- 7.2 Provision of comprehensive information that is easily accessed by the customer on the content of foods served in The dining services program, including ingredients statements for food allergies and sensitivities, and nutritional information.
- 7.3 An ongoing program of customer education on issues pertaining to nutritional health, weight management wellness and life skills related to food that supports the University commitment to wellness.

**8 MARKETING AND BUSINESS DEVELOPMENT EXPECTATIONS**

- 8.1 An ongoing commitment to pro-active marketing/communications and business development in the areas of mandatory meal plan sales, voluntary meal plan sales, retail sales and catering sales that is collaborative and coordinated with University of Alaska Anchorage in articulating a seamless message, and includes quantitative success measurement.
- 8.2 A full time, professional Marketing Manager assigned to oversee marketing, advertising, public relations and student engagement components of University of Alaska Anchorage dining services program.
- 8.3 Annual strategic and marketing plans customized to University of Alaska Anchorage's unique needs and target audience, including creative use of communication vehicles such as Facebook, Twitter, Snapchat and Instagram.
- 8.4 Customer satisfaction and preference surveys each semester covering residential and retail operations.
- 8.5 Coordination and engagement with Dining Food Committee Meetings and multiple means for soliciting, receiving and responding to diner feedback throughout each semester including in-person engagement.
- 8.6 Coordination of a monthly calendar of food related special events designed for residential dining and the coordination of the monthly wellness/life skills educational sessions that are separate from the monthly residential dining program.
- 8.7 Proactive analysis of current and new business opportunities, in coordination with University of Alaska Anchorage, including the potential for service expansions and additions.



**F. SCOPE OF WORK (CONT.)**

- 8.8 Implementation and use of a University of Alaska Anchorage student marketing intern(s) to further the marketing efforts.
- 8.9 Coordination and support of one charitable campaign per semester focused on providing support to disadvantaged or in-need constituencies in and/or around the UAA campus community.

**9 SUSTAINABILITY EXPECTATIONS**

- 9.1 A commitment to recycling that, at a minimum, matches and evolves with UAA's recycling and sustainability programs.
- 9.2 A sustainability program designed to address five key areas:
- Purchase and transport of food – Minimization of environmental impact through the effective use of ecologically sustainable growing techniques; Integration of seasonally available local produce options; Goal of 10% of annual food and beverages from sustainable sourcing. Focus on procuring and featuring foods and products grown and/or produced within the state of Alaska and/or including seasonal farm-to-fork specials, events and/or promotions. Energy efficient transportation from farm to campus; Commitment of no seafood purchasing from the 'Avoid' list of the Monterey Bay Seafood Watch.
  - Preparation – Initiatives to ensure that management, kitchen, and serving operations use resources efficiently through the effective deployment of resource-saving practice; Staff trained to understand energy efficiency tactics and other sustainable preparation objectives.
  - Disposal – Minimization of waste; Mechanisms for composting or otherwise reducing the impact of food waste. Use of ecologically sensitive packaging. Use of recycling and other efficient waste disposal mechanisms; Adopt the EPA Food Waste Hierarchy as a guiding principle for food-waste management; Tray less dining; No Styrofoam containers or cups.
  - Innovation and Education – Continuous evaluation and improvement of sustainability practices; Innovation in sustainability; Provision of education to employees about innovations and reasons for operational decisions in food service.
  - Sustainable design – Incorporation of sustainable design principles in construction projects undertaken on behalf of the University.
- 9.3 A commitment to support Green Restaurant Association certification and required elements wherever possible.
- 9.4 A commitment to support the University's campus wide plan for sustainable operations in all aspects of the Dining Services Program, including pro-active suggestions for annual improvements.
- 9.5 A Commitment to a vegan, vegetarian and plant-based foods options available throughout the campus dining program.
- 9.6 Use of golf carts and other electric vehicles, as much as possible, in lieu of gasoline vehicles, as weather conditions permit.

**10 IT EXPECTATIONS**

- 10.1 University of Alaska Anchorage uses Ellucian Banner as their financial system which applies to all chargeback and billing through University of Alaska Anchorage. Timely, efficient and accurate methods for billing and reporting are required.
- 10.2 Knowledge and familiarity with Sequoia for campus, Micros for the AAC and other common POS restaurant systems. Vendors for AAC must provide their own POS system.
- 10.3 University to supply Blackboard or similar IT system for sales and administration of meal plans and Dining Dollars (Wolfbucks)
- 10.4 PCI Compliance.
- 10.5 Use of a catering order system such as Catertrax booking technology and other technologies for ease of communication and operational consistency when working across campus.

**F. SCOPE OF WORK (CONT.)****11 FINANCIALS**

- 11.1 A fair and balanced compensation agreement that supports both the Vendor and the University in meeting their respective financial objectives.
- 11.2 Provision of the Vendor contributed funding support on an annual basis for refresh dining.
- 11.3 Provision of a Vendor contributed capital investment plan designed to support the capital development needs of the dining program over the life of the contract. The University had identified the following needs and will work collaboratively with the Vendor in establishing priorities for investment.
  - Assumption of \$1,050,000 in unamortized capital debt to be amortized over the initial 10-year term of the new contract.
  - Upgrades to Cuddy Marketplace

In summary, the selected Vendor shall provide University of Alaska Anchorage with all food service management and operations personnel, technical support, training, food products, supplies, materials, systems, and effort necessary to operate the Dining Services Program at a level of quality that consistently exceeds owner expectations and drives satisfaction and participation.

**END F. SCOPE OF WORK**

## G. PROPOSAL EVALUATION AND AWARD

### 1. BASIS OF AWARD

UAA will award a contract(s) resulting from this RFP to the responsive, responsible Offeror(s) whose proposal, conforming to the RFP requirements, is found to be the best value to the University, price and other factors considered. This methodology permits award of a contract to an Offeror(s) who does not offer the lowest price (or highest return). Conversely, it also permits award to an Offeror whose proposal does not receive the highest technical score.

### 2. PROPOSAL FORMAT

The Offeror's proposal shall consist of a technical proposal and financial proposal which satisfy requirements of the RFP. The Offeror shall decide the level of detail necessary to adequately describe the goods/services included in their proposal. However, the University discourages overly lengthy proposals.

Vendors may offer a proposal to provide dining services to all of campus or only the dining services associated with the Alaska Airlines Center, (AAC), which include:

- Varsity Sports Grill
- Athletic Concession
- Catering on the Alaska Airlines Center premises

See Section E, Checklist of Required Submittals, for a detailed description of required information to be provided in a response to this RFP.

Vendors are not permitted to propose on dining for campus without provision for service to the AAC. Proposals for campus dining that do not include provision for the AAC will be considered to be non-responsive and will be rejected.

Proposers may offer a proposal to provide dining services to the AAC without offering a proposal to provide retail and residential dining services to campus. Proposers offering a proposal for campus dining and the ACC do **not** need to respond to the qualifications requirements in Section 2.2 A4 and A5 on page 20 of this RFP.

Proposers offering a proposal for the AAC alone **must** provide evidence of physical and human resources separate from campus that would be available to support the AAC during peak demand as described in Section 2.2 A4 and A5 on page 20 of this RFP.

The two sections will be evaluated and awarded separately. However, the University reserves the right to award the contract for campus dining and AAC dining either together or separately, based solely on its own determination of what best serves the University.

Your proposal must encompass and address all the expectations of the University of Alaska Anchorage as identified in Section 1, Program and Service Expectations and Section 4 of this RFP. In order for the University of Alaska Anchorage to systematically evaluate all proposals, vendors shall present their proposals in the following format.

The University recommends that Vendors include concise but complete information about their company, emphasizing why your company is uniquely qualified to operate the contract covered within the proposal.

Offerors shall limit their Executive Summary, Technical Proposal, and Management and Staffing Proposal to a combined total of 150 pages. Menus are not included in the page limitation. Financial information is PROHIBITED from being included in the Executive Summary, Technical Proposal and Management and Staffing Proposal.

### 2.1 EXECUTIVE SUMMARY

Provide an Executive Summary of your Technical Proposal. The Executive Summary should touch on all components of your Technical Proposal but highlight those features that you believe best demonstrate the advantages of selecting your company for this contract.

### 2.2 TECHNICAL PROPOSAL

#### A. Corporate Experience and Expertise:

In order to evaluate the depth of the Vendor's corporate expertise, provide key information about corporate capabilities in the following areas. The narrative provided shall include information on corporate-wide programs, performance standards and metrics, service standards, unique features, key initiatives and the corporate support structures available.

**G. PROPOSAL EVALUATION AND AWARD (CONT.)**

1. Background and Overview of the Company, (Campus Proposers and AAC Proposers)
2. Provide a simple list of all higher education accounts in your portfolio, (Campus Proposers Only)
3. For Offerors responding to the RFP for **both Campus and AAC dining services**, provide a list of a minimum of five (5) current accounts **(include the three (3) similar accounts provided at the Pre-Proposal Conference)** to serve as references similar in size and nature to University of Alaska Anchorage's needs, to include:
  - a. Client name
  - b. Client contact name, telephone # and email address
  - c. Description of services provided
  - d. Length of account tenure
  - e. Revenue volume
4. For Offerors responding **only** to the RFP for **AAC dining services**, provide a list of 2 accounts of similar size and/or level of complexity as the combination of concessions, catering and restaurant management as in the AAC to include:
  - a. Client name
  - b. Client contact name, telephone # and email address
  - c. Description of services provided
  - d. Length of account tenure
  - e. Revenue volume
5. For Offerors responding **only** to the RFP for **AAC dining services**, provide evidence of support facilities and personnel that will be available to meet sporadic periods of high demand to include:
  - a. Total annual revenue
  - b. Roster of managers, full-time and on-call FTE currently employed
  - c. Storage facilities
  - d. Preparation facilities
  - e. Transport vehicles
  - f. Flexible management, service and culinary personnel that can be assigned as needed during peak demand
  - g. Event management, POS and product ion systems currently in use in existing operations

**B. Proposed Service Concepts – Residential Dining, (Campus Proposers Only)**

Provide a proposed service concept for Creekside Eatery in Gorsuch Commons. The proposal should reflect the maximum creativity and a strong range of choices that will accommodate a diverse clientele and their nutritional needs. Attention should be paid to the desires of today's customer—food quality, menu variety, authentic ethnic flavors, speed of service and responsiveness to student needs are paramount.

1. Provide a full menu for each service platform and for service platforms that feature a cycle menu, indicate the number of weeks in the cycle, and provide the proposed cycle menu. Cycles should change between breakfast, lunch and dinner on the same day. If a cycle menu is proposed, detail the mechanisms and schedule for soliciting diner input and developing menus on a weekly or monthly basis.
2. Provide a sample of the platform signage, as well as the menu signage that will be used at each platform.
3. Provide samples of the nutrition and allergen labeling at each service point.
4. Identify the proposed service hours and operating days for the facility, bearing in mind minimum service hours and operating day requirements. Minimum service hours to be the same as Spring 2018.
5. The University desires the Vendor to promote and support special events/programs throughout the year at all residential dining locations, including theme and holiday events. Provide a description and proposed "typical semester" calendar of special events/programs you propose.
6. Describe Vendor's strategy for each of the following:
  - a. The requests of students for specific food items or preparation styles, methods or seasoning incorporated into the cycle menu.
  - b. Innovations with the food offerings tested and frequency of occurrence.

**G. PROPOSAL EVALUATION AND AWARD (CONT.)**

- c. Line and volume management, when a station has a larger than expected crowd.
  - d. Communication during meal service to expedite restocking, and other issues that arise.
  - e. Use of technology beyond digital signage and posting of menus/nutritional information online.
  - f. Maximizing the use of small batch, customizable and made-to-order preparation strategies to drive diner satisfaction.
7. Provide proposed residential meal plans for Fall 2019, along with suggested pricing by plan. Include all terms and conditions (e.g. proposed number of guest passes, meal exchange program, meal equivalency program, etc).
  8. Provide any proposed voluntary meal plans, including suggested pricing and terms/conditions for Fall 2019.
  9. Describe policies for meal plan holders to exchange block meal plans in retail dining.

**C. Proposed Service Concepts – Retail Dining, (Campus Proposers Only)**

Provide proposed service concepts, including the style of service (quick service, counter service, etc.), menu concepts(s), and brand identity. The proposal should reflect maximum creativity and range of choice that will accommodate a diverse clientele and their nutritional needs while balancing quick service, high quality and convenience. Attention should be paid to the desires of today's customer—quality products, speed of service and variety at a fair prices are paramount, as well as the ability to take food "to go".

1. For each Retail Dining location that is proposed, provide the following:
  - a. Provide a full menu with pricing.
  - b. Provide a sample of each concept signage, as well as the menu signage.
  - c. Identify the proposed service hours and operating days.
  - d. Proposed calendar of promotions, LTO's, special events, and/or programs.
2. Provide samples of nutrition and allergen labeling at service point, if different than labeling provided in Residential Dining.
3. Provide proposed "to go" program, identifying all options of the "to go" program. Provide a photograph/image of the container(s) to be used.
4. If a national/regional brand is proposed, describe any limitations that would need to be in place as compared to other locations for the brand in the commercial side of the industry. Including:
  - a. Use and redemption of loyalty programs/rewards
  - b. Use of non-traditional payment applications (i.e. Apple pay)
  - c. Acceptance of brand gift cards
  - d. Any other components that would not be available in a campus dining setting
5. Describe Vendor's philosophy, tools, and practices for assessing the success of existing retail concepts and implementing new concepts and/or refreshing existing concepts over the life of the contract. Indicate the criteria used to evaluate the success of current concepts and the determining factors that trigger implementation of new and/or refreshed concepts. State specific metrics used.
6. Describe the POS system that will be used and the reporting that is available. It is a requirement that every retail location have a separate, full, P&L financial statement.
7. Provide a listing of national branded (franchised) concepts offered by your company.

**D. Catering Program, (Campus Proposers and AAC Proposers)**

The campus catering program shall be exclusive for events all events on campus over \$500, subject to a waiver by either housing or the University Administration:

Catering Services at the Alaska Airlines Center are not included in the main campus vendor contract, and shall be provided separately, unless both contracts are awarded to one vendor

**G. PROPOSAL EVALUATION AND AWARD (CONT.)**

University of Alaska Anchorage Catering shall meet the needs of the University, which include a wide range of catered events daily and throughout the year, and at varying levels of service and pricing.

The catering program on campus shall include:

- Premium Menu Options
- Wedding and Special Event Options
- High Profile Events (Board of Trustees, Chancellor Events, ANSEP donor recognition and Development – unique menu options)
- Everyday Menu Options with Seasonal Menus
- Low Cost Pick-up Options (for any campus customer)
- Student Catering Menu (no frills plus bulk item purchases like case of potato chips)

The catering program at the AAC shall include:

- Premium Menu Options
- High Profile Events (Board of Trustees, Chancellor Events, ANSEP donor recognition and Development – unique menu options)
- Everyday Menu Options with Seasonal Menus

1. Provide catering menu samples for each type. Menus shall include prices, portions, packaging standards (if packaging), with all ancillary charges clearly noted on each menu sample. As appropriate by type, the catering menus you propose should encompass each of the following menu categories:
  - a. Buffet Breakfast
  - b. Served Breakfast
  - c. Buffet Lunch
  - d. Box Lunch
  - e. Served Lunch
  - f. Receptions
  - g. Buffet Dinners
  - h. Served Dinners
  - i. Beverage and Break Service
2. Provide catering menu, if applicable, for each retail dining location, along with terms and conditions for the catering.
3. Describe the elements and initiatives of your Green Catering program and indicate the charges that apply (i.e. upcharge for compostable disposables). If a separate menu is utilized in the program provide samples of the menu and pricing.
4. Describe your operating standards for menu planning, food quality, delivery, set-up, presentation, staffing and clean up for events. In particular, describe the techniques you use to ensure that the quality of service for catered events will meet or exceed the expectations of customers.
5. Provide detailed information on the composition, features and capabilities of the catering software system you propose and the ability to interface with EMS.
6. Describe any presentations, showcases, programs, flyers or advertising to be used two times per year (Aug-Sept and Dec-Jan) to actively engage University of Alaska Anchorage Catering clientele.
7. Designate key management personnel who will be tasked to oversee and execute high-profile, reputational events such as donor events, catering at the home of the University President etc. Provide a summary of their qualifications and experience in the execution of high quality catering within the context of a vibrant culinary scene similar to the one found in Anchorage.

**E. Summer Camps/Conferences (Campus Proposers only)**

1. Provide a sample weekly menu for youth campus, including portion sizes, and pricing. Indicate a typical service style and proposed service location. Provide other menu options/variations with pricing.
2. Provide a sample weekly menu for adult conferences, including portion sizes, and pricing. Provide additional menu options/variations specifically for conferences with pricing. Indicate a typical service style

**G. PROPOSAL EVALUATION AND AWARD (CONT.)**

and proposed service location.

3. Describe how Vendor will manage both client groups (youth summer camps and adult conferences) simultaneously.
4. Describe how Vendor will use technology specifically for summer camp and conference attendees as well as the mechanism to be used for attendees to obtain their meals.
5. Describe your plan to service early semester arrivals that could include athletes and student life representatives, and pre-matriculation program attendees indicating location, service hours, and a typical 5 day menu with daily pricing.

**F. Year One Marketing Plan, (Campus Proposers and AAC Proposers)**

1. Provide proposed Year One Marketing Plan for the Dining Services Program; plan must be a custom plan developed for University of Alaska Anchorage unique marketing needs. **Each element of the proposed plan must include a description of specific performance measures that will be utilized and how success will be measured for each element.** At a minimum, Year One Marketing Plan shall include:
  - a. Residential Meal Plans
  - b. Voluntary Meal Plans
  - c. Faculty/Staff Meal Plans
  - d. Wolf Buck Promotions
  - e. Residential Dining Special Events
  - f. Retail Dining Promotions (specific for each location)
  - g. Health, Wellness & Sustainability Promotions
  - h. Catering/Summer Conference Showcase
  - i. Other Catering Promotions
  - j. Athletic Concessions Promotions
2. Describe who will be responsible for the development and implementation of the proposed marketing initiatives on site.
3. Provide a proposed brand identity/logo for each on campus dining location.
4. Describe your social media marketing strategy. Vendor shall manage, at a minimum, the Dining Twitter handle, Facebook posts, and website. Provide a list of additional marketing platforms that will be used and describe how they will be used.
5. Indicate your use of marketing interns and the responsibilities for these intern and their expected number of weekly work hours.
6. Identify the annual financial commitment you propose to spend on Marketing, expressed as a percentage of sales (this commitment must also be reflected in your pro forma financial projections).

**G. Wellness Program, (Campus Proposers only)**

1. Provide your proposed Wellness Program for the entire Dining Services Program based upon the Wellness and Nutrition Expectations outlined in Section F. Scope of Work.
2. Each element of the proposed plan must include a description of how Vendor will measure success in implementing the plan, along with the specific performance measures that will be utilized.
3. Describe how basic nutrition and allergen information would be accessed by members of the campus community.
4. Identify how a dietitian will be used to support University of Alaska Anchorage Dining including frequency of visits, responsibilities, time allocated to University of Alaska Anchorage Dining (full-time, part-time, hours per month) and physical office location.

**G. PROPOSAL EVALUATION AND AWARD (CONT.)****H. Sustainability Plan, (Campus Proposers and AAC Proposers)**

1. Provide proposed Sustainability Plan for the entire Dining Services Program based upon the Sustainability Expectations outlined in Section 1. Each element of the proposed plan must include a description of how Vendor will measure success in implementing the plan, along with the specific performance measures that will be utilized.
2. Indicate the method and frequency that will be used to communicate the goals, initiatives, and progress the Dining Services Program is achieving in their sustainability efforts.
3. Describe the numbers and frequency of learning opportunities that will engage students in the sustainability efforts of the Dining Services Program.

**I. Capital Improvement Plan, (Campus Proposers Only)**

Provide proposed capital investment plan for the Dining Services Program. The capital investment plan should cover the initial term of the contract only.

1. Provide the following for each capital investment area/project:
  - a. Narrative description of the proposed capital projects or narrative description of the proposed trade dress, signage, display equipment and smallwares investments unrelated to a major capital project;
  - b. Timeline for the project;
  - c. Floor plans (mandatory) and rendering (desired) illustrating the implementation of proposed capital project;
  - d. Temporary dining requirements and proposed solution, where applicable;
  - e. Itemized budget for each project (do not include any indication of the amount of vendor investment dollars).
  - f. Budget and schedule of an ongoing refresh strategy.
  - g. All proposals for campus dining must include provision for refinancing UAA Dining current capital improvement debt, projected to be \$1,050,000.00 as of July 1, 2019 to be amortized on a straight - line basis over ten (10) years to be retired as of June 30, 2029.
2. Provide a case study from a successful renovation that your company has completed on a major residential or retail dining facility on campus and the strategies used for maintaining service during the renovation.

**J. Continuous Improvement Plan, (Campus Proposers and AAC Proposers)**

Describe the Continuous Improvement Program you propose for the entire Dining Services Program, which at a minimum should include the following:

1. **Provide comments on the Performance Scorecard in Attachment 4- Performance Scorecard.**
2. Strategies for monitoring customer satisfaction.
3. Strategies for monitoring client satisfaction.
4. Process for identifying improvement needs and remedying deficiencies.
5. Strategy for ensuring innovation over the life of the contract.
6. Strategy for the timing and impact of a new venue opening. Provide samples of documents used to show the financial impact of a new venue on the entire program.



**G. PROPOSAL EVALUATION AND AWARD (CONT.)**

7. Identify and provide samples of the benchmarks that will be used to determine a recommendation to close an existing venue. Provide samples of documents used to show the financial impact of closing a venue on the entire program.
8. Strategy for measuring retail thru-put.

**K. Proposed Transition Plan, (Campus Proposers and AAC Proposers)**

Provide a detailed transition plan that describes process prior to and including start up should your company be selected for the contract. Provide a list of all tasks involved in the form of a critical path schedule and timeline. Identify members of the start-up team, their backgrounds, and roles/responsibilities with regard to the transition.

**L. Monthly Reporting, (Campus Proposers and AAC Proposers)**

University of Alaska Anchorage desires a "Monthly Client Report" forwarded to University of Alaska Anchorage within 15 days of the close of each month. A summary of the information to be provided:

1. Monthly profit and loss statement for the dining program in aggregate, with supporting, individual profit and loss statements for each dining operation, catering and summer camps/conferences. Financial statements shall include revenues and expenses stated as a percentage of revenue (food cost %, labor cost %, etc). These statements will be provided electronically in excel and PDF formats.
2. Monthly revenue detail by tender type by location. Again, percentages shall be included, showing percentages of each tender type in relation to total revenue.
3. A comparison of each line item to budget and previous year.
4. Operating statistics for each dining location and in aggregate, including catering. These include AGC, sales per labor hour, number of catering events and average event total, etc.
5. Other required monthly reports: marketing recap, labor recap of open and filled positions by location, customer comments and updates on KPI measurements.

Provide a sample of the Monthly Client Report that contains the items listed above.

**2.3 MANAGEMENT AND STAFFING PROPOSAL**

Management and Staffing Proposal may be submitted in the same document/binder as the Technical Proposal. Please provide the following information:

- A. A narrative and accompanying organizational chart describing the proposed management structure for UAA's account, from executive management and corporate support personnel, to the General Manager/Food Service Director and on-site management. All management, supervisory and support positions should be clearly identified. Indicate the oversight/reporting structure for the proposed interns.
- B. Provide detailed resumes for your proposed:
  - On-site General Manager/Food Service Director
  - On-site Executive Chef
  - On-site Residential Operations Manager
  - On-site Retail Operations Manager
  - On-site Catering Manager/Director
  - On-site Marketing Manager/Director
  - Dietitian
  - District Manager
  - AAC Proposers should provide only resumes of key management personnel.

For the interview/presentations, be aware that most of these individuals may be asked to be present for the interview by the RFP Committee. The personnel identified must be the same personnel that will service University of Alaska Anchorage. Switching of personnel is forbidden unless it is can be demonstrated that it is in the best interest of University of Alaska Anchorage

**G. PROPOSAL EVALUATION AND AWARD (CONT.)**

- C. Provide the following:
1. Proposed strategy for ongoing management and staff recruitment, training and retention for the account. As with any organization, food service management companies are only as good as the people they are able to hire and retain.
  2. Discuss the wages, benefits, educational benefits and training programs available to management employees and hourly employees in comparison to industry norms and the local labor market.
  3. Provide a brief description of the practices/methods in place for evaluating both management and staff and discuss your proposed incentive reward programs available for both managers and staff.
  4. Discuss your employee training program topics and frequency of programs/modules for each topic. Ensure that food safety and employee health and well-being are included.
  5. Discuss your procedures for interviewing, evaluating and deciding whether to hire existing dining service managers and staff employees.
  6. Discuss your successful student employment initiatives, recruitment, programs for retention and describe the benefits.
  7. Describe how you will utilize student interns, indicating the number to be employed and their job responsibilities.
- D. Provide proposed staffing guide for each dining location, including management, full-time and part-time employees. Vendors must use and follow the form provided in Attachment 2-Staffing Workbook.
- E. Using the form provided in in Attachment 3- Employee Benefits Worksheet, provide the requested information on the proposed management and staff benefits programs.
- F. Personnel are required to wear a uniform, though the uniform varies by position and may include a set of non-identical, previously approved clothing item: ex: tee shirts in a bagel concept with a variety of logos or sayings related to the unit brand. Management should be easily identifiable and in a University of Alaska Anchorage Dining branded shirt. Provide photos of the hourly uniform by venue and photos of the management uniform by venue.

**2.4 FINANCIAL PROPOSAL**

Financial Proposal must be submitted as a document that is separate from the Technical Proposal.

**Vendors must complete Attachment 1- Financial Workbook. Failure to do so may cause Vendor's proposal to be removed from further consideration.**

**A. Financial Structure & Narrative**

1. Residential Dining, (Campus Proposers Only)  
University of Alaska Anchorage desires a daily rate be established for Breakfast, Lunch/Brunch, and Dinner at Marketplace Dining Hall, if structured under a P&L.
  - a. For each meal plan type, provide a sliding scale of daily rates based on the number of meal plan participants that includes payment of the unamortized debt service (excluding Wolf Bucks and Dining Dollars).
  - b. Vendor should provide discounted door rate pricing for students and faculty/staff who utilize Wolf Bucks and Dining Dollars as compared to payment using cash or a credit/debit cards. State the door rates for each meal type and payment type.
2. Retail Dining, Catering, Summer Camps/Conference, (Campus Proposers Only)

These components of the Dining Program are currently managed under a Profit and Loss basis. If proposing a P&L, the University desires a commission with a stated annual minimum guarantee.

**G. PROPOSAL EVALUATION AND AWARD (CONT.)**

## 3. Capital Investment Plan (to be amortized over the term of the contract)

Provide a summary of proposed capital investment plan, as described in the Technical Proposal for the Dining Services Program. The summary should include the name of the venue receiving the investment along with the total capital investment dollars. The capital investment plan should cover the initial term of the contract. For the contract years without a specific capital investment, provide refresh dollars to be invested into the program.

## 4. Food Insecurity, (Campus Proposers Only)

- a. Provide examples of student food insecurity programs, from other accounts, that you participate in or champion.
- b. Indicate your willingness to contribute to a Food Insecurity program that is led by the University.

## 5. Vendor Expenses

Vendor will generally be required to pay for all expenses related to their use of University spaces. Reference Appendix 4- Terms of Agreement for Campus Dining and Appendix 5-Terms of Agreement for AAC Dining for these details.

## B. Financial Workbook

Using the Excel workbook provided in Attachment 1- Financial Workbook, complete each sheet provided in the workbook. For the Pro Forma projections of revenue and expense for five years of the initial contract term, escalate by 2.0% annually for inflation.

**3. EVALUATION PROCESS**

3.1 Initially, all proposals shall be reviewed by the UAA Procurement Services Department to determine if they are administratively responsive to the RFP.

3.2 Those proposals that are administratively responsive shall be distributed to the evaluation committee. First, the committee shall determine if the proposal meets all of the minimum requirements, if applicable. This is a pass/fail evaluation. Second, those proposals that pass the minimum requirements evaluation shall then be evaluated based on the evaluation criteria described below.

3.3 Proposals to provide campus dining services will be evaluated separately from proposals to provide service for the Alaska Airlines Center, (AAC).

3.4 After the evaluation is complete, the University will invite the top offerors for the Campus Dining Services and AAC Dining Services to participate in short list interviews. The interview team must include those managers whose resumes have been provided in the proposal and who would be assigned to UAA in the case that the proposal is accepted. The interview will be conducted in the following format:

Campus Dining Services

- 60 minutes – 'Why Your Company', Vision for UAA Dining
- 60 minutes – Question & Answers
- 5 minute – Bio Break
- 60 minutes – Interview of Proposed On-Site Management Team (GM/FSD, Executive Chef, Marketing, Residential Manager, Retail Manager, Marketing Manager)
- 60 minutes – Open forum Campus Q&A in UAA Student Union
- 5 minute – Wrap Up by RFP Committee

AAC Dining Services

- 30 minutes – 'Why Your Company', Vision for ACC Dining
- 30 minutes – Question & Answers
- 5 minute – Bio Break
- 30 minutes – Interview of Proposed On-Site Management Team (GM, Executive Chef, Marketing Manager)
- 5 minute – Wrap Up by RFP Committee

**G. PROPOSAL EVALUATION AND AWARD (CONT.)**

3.5 UAA may award a contract on the basis of initial proposals received without discussions. Therefore, each initial proposal should contain the Offeror's best terms from a technical standpoint and price. Contracts for campus dining services and AAC dining services may be awarded together or separately. Preference will not be given in awarding the AAC dining contract to the successful offeror for campus services. However, failure to provide a proposal for AAC dining will render any other proposal to provide campus dining services non-responsive.

**4. EVALUATION CRITERIA**

Each of the identified criterion has an assigned weight (whole numbers between 1 and 100) that is used to establish their relative importance in the evaluation process. The criterion for this RFP are as noted below:

<u>Criterion/</u>	<u>Weight</u>
<b>Experience/Qualifications</b>	<b>20%</b>
<b>Program Proposal</b>	<b>50%</b>
<b>Management and Staffing Plan</b>	<b>30%</b>

**5. SCORING METHOD:**

Technical Criterion: The evaluation committee consisting of UAA representatives will independently review each proposal determined to be administratively responsive. Each evaluator independently enters a scaled rating (e.g. 1-10) for each technical evaluation criterion. The scaled rating is multiplied by the weight to produce a weighted score for each criterion. The weighted scores of all criteria are summed to provide a total weighted score for each offer, and then divided by the number of evaluators to determine an average score, which will be used to determine which vendors will be invited to a shortlist interview on campus.

Evaluators may adjust their preliminary technical evaluation scores based on information presented during the interview. The adjusted score may be used in the selection process.

At the conclusion of the technical evaluation, the Financial Proposals will be provided to the evaluation team by the Contracting Officer. The evaluation committee will then begin its best value evaluation of proposals in order to make a determination of the Offeror(s) whose proposal offers the overall best value. The committee will follow the procedures outlined below to make its determination of best value.

For both Campus Dining and AAC Dining services, if the Offeror with the highest technical score is also the Offeror with the greatest financial return to the University, then this Offeror's proposal represents the best value and the University may award to this Offeror. However, if the Offeror with the highest technical score is not also the Offeror with the highest return then the evaluation committee will compare proposals in a series of paired comparisons. In comparing two proposals, if one proposal has both a higher technical score and the higher return, then the University will consider that proposal to be a better value. If one proposal has the higher technical score, but a lower rate of return than the other proposal, then the evaluation committee will determine if the difference in the technical proposal is worth the difference in financial return.

If the evaluation committee decides that the better technical proposal is worth the lower financial return, then the University will consider the Offeror with the better technical proposal and the lower return to be the better overall value. If the University decides that the better technical proposal is not worth the lower return, then the University will consider the Offeror with the lower technical proposal score and higher return to be the better value. The evaluation committee will continue to make paired comparisons until it has identified the Offeror whose proposal represents the best overall value.

Finally a determination shall be made in this same manner to determine if the University shall award a single contract for Campus and AAC Dining Services or two individual contracts.

UAA reserves the right to request clarifications and a best and final offer (BAFO) from each Offeror within the competitive range. However, UAA also reserves the right to make award of a contract based exclusively on the submitted proposals without seeking a BAFO.

**END G. PROPOSAL EVALUATION AND AWARD**

**H. NONPERSONAL SERVICES CONTRACT GENERAL PROVISIONS****INDEX**

1. Utilization of Small Business, Minority-owned, Woman-owned, and Economically Disadvantaged Small Business Concerns and Labor Surplus Area Firms
2. Excusable Delays, Extension of Performance Period - Cost Reimbursement Contract
3. Termination or Suspension of Work - Cost Reimbursement Contract
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5. Contract Work Hours and Safety Standards Act
6. Clean Air and Water
7. Independent Contractor
8. Indemnification and Hold Harmless Agreement
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24. Non-discrimination and Equal Employment Opportunity
25. Protection of Minors
26. Permits and Responsibilities
27. Changes - Fixed Price Contract
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34. Definitions
35. Alterations in General Provisions
36. Contract Subject to the Availability of Funds
37. Disputes

**1. UTILIZATION OF SMALL BUSINESS, MINORITY-OWNED, WOMAN-OWNED, AND ECONOMICALLY DISADVANTAGED SMALL BUSINESS CONCERNS AND LABOR SURPLUS AREA FIRMS** In the event The Contractor subcontracts any part of the work to be performed under this contract, The Contractor agrees to make good faith efforts to utilize small business concerns; woman-owned, minority-owned, and other economically disadvantaged small business enterprises; and federally identified labor surplus area firms to the maximum extent consistent with the efficient performance of this contract. The Contractor shall include this provision, including this statement, in every subcontract.

**2. EXCUSABLE DELAYS, EXTENSION OF PERFORMANCE PERIOD - COST REIMBURSEMENT CONTRACT** (This provision is applicable only to cost-reimbursement contracts.)

(a) A party to this contract shall not be held responsible for failure to perform the terms of this contract when performance is prevented by causes beyond the control and without the fault or negligence of the party. An extension of time may be allowed in circumstances of such delay provided that (1) reasonable notice and full particulars are given to the other party, and (2) that the cause of such failure or omission (other than strikes and lockouts) is remedied so far as possible with reasonable dispatch.

(b) Circumstances or causes which may be deemed beyond the control of the party include acts of God, earthquakes, fire, flood, war, civil disturbances, governmentally imposed rules, regulations or moratoriums or any other cause whatsoever whether similar or dissimilar to the causes herein enumerated, not within the reasonable control of the party which through the exercise of due diligence, the party is unable to foresee or overcome. In no event shall any normal, reasonably foreseeable, or reasonably avoidable operational delay be used to excuse or alter a party's obligation for full and timely performance of its obligations under this contract.

**3. TERMINATION OR SUSPENSION OF WORK (COST-REIMBURSEMENT CONTRACT)** (This provision is applicable only to cost-reimbursement contracts.)

(a) This contract may be terminated by either party upon 10 days' written notice if the other party fails substantially to perform in accordance with its terms through no fault of the party initiating the termination (default termination). If the Contracting Agency terminates this contract, the Contracting Agency will pay The Contractor for work completed that can be substantiated in whole or in part, either by The Contractor to the satisfaction of the Contracting Agency, or by the Contracting Agency. If the Contracting Agency becomes aware of any nonconformance with this contract by the Contractor, the Contracting Agency will give prompt written notice thereof to the Contractor. Should The Contractor remain in nonconformance, the percentage of total compensation attributable to the nonconforming work may be withheld.

(b) The Contracting Agency may at any time terminate (convenience termination) or suspend work under this contract for its needs or convenience. In the event of a convenience termination or suspension for more than 3 months, The Contractor will be compensated for authorized services and authorized expenditures performed to the date of receipt of written notice of termination or suspension plus reasonable termination settlement costs as determined by the Contracting Agency. No fee or other compensation for the uncompleted portion of the services will be paid except for already incurred costs applicable to this contract which The Contractor can establish would have been compensated for over the life of this contract and because of the termination or suspension would have to be absorbed by the Contractor.

## H. NONPERSONAL SERVICES CONTRACT GENERAL PROVISIONS (CONT.)

(c) If federal funds support this contract, and the Contracting Agency's prime contract or grant agreement is terminated by the federal sponsor, resulting accordingly in termination of this contract, settlement for default or convenience termination must be approved by the primary funding source and shall be in conformance with the applicable sections of the Code of Federal Regulations, Title 48, Code of Federal Regulations, Part 49.

(d) In the event of termination or suspension, The Contractor shall deliver all work products, reports, estimates, schedules and other documents and data prepared pursuant to this contract to the Contracting Agency.

(e) Upon termination by the Contracting Agency for failure of The Contractor to fulfill its contractual obligations, the Contracting Agency may take over the work and may award another party a contract to complete the work under this contract.

(f) If after termination for failure of The Contractor to fulfill its contractual obligations, it is determined that The Contractor had not failed to fulfill contractual obligations, or that such

failure was excusable under criteria set forth in the provision hereof entitled, "Excusable Delays, Extension of Performance Period," the termination shall be deemed to have been for the convenience of the Contracting Agency. In such event, settlement costs and the contract price maybe adjusted as provided in this clause for convenience termination.

### 4. ANTI-KICKBACK PROVISIONS AND COVENANT AGAINST CONTINGENT FEES

(a) The Contractor assures that regarding this contract, neither the Contractor, nor any of its employees, agents, subcontractors, or representatives has violated, is violating, or will violate the provisions of the "Anti-Kickback" Act of 1986 (41 U.S.C. 51-58) which is incorporated by reference and made a part of this contract.

(b) The Contractor warrants that it has not employed or retained any organization or person, other than a bona fide employee, to solicit or secure this contract and that it has not paid or agreed to pay any organization or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Contracting Agency has the right to annul this contract without liability or, in its discretion, to deduct from the contract price or allowable compensation the full amount of such commission, percentage, brokerage or contingent fee.

(c) The Contracting Agency warrants that neither The Contractor nor the Contractor's representative has been required, directly or indirectly as an express or implied condition in obtaining or carrying out this contract, to employ or retain, any organization or person or to make a contribution, donation or consideration of any kind.

**5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT** (This provision is applicable if the contract amount exceeds \$2500 or if for construction, the contract amount exceeds \$2,000.)

The Contractor and its subcontractors shall comply with applicable federal labor standards provisions of the Contract Work Hours and Safety Standards Act -Overtime Compensation (40 U.S.C.327-333).

**6. CLEAN AIR AND WATER** (This provision is applicable if the contract amount exceeds \$100,000.)

(a) The Contractor shall comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C.1857(h)), section 508 of the Clean Water Act (33 U.S.C 1368), Executive Order 11738, and EPA regulations (40 CFR Part 15) which prohibit the use under federal contracts or grants, of facilities included on the Environmental Protection Agency (EPA) List of Violating Facilities.

(b) The Contractor warrants that any facilities to be used in the performance of this contract are not listed on the EPA List of Violating Facilities.

(c) The Contractor will include a provision substantially the same as this, including this paragraph (c) in every non-exempt subcontract.

### 7. INDEPENDENT CONTRACTOR

(a) The Contractor and its agents and employees shall act in an independent capacity and not as officers or agents of the Contracting Agency in the performance of this contract except that The Contractor may function as the Contracting Agency's agent as may be specifically set forth in this contract.

(b) Any and all employees of the Contractor, while engaged in the performance of any work or services required by The Contractor under this contract, shall be considered employees of The Contractor only and not of the Contracting Agency and any and all claims that may or might arise under the workers' compensation act on behalf of said employees, while so engaged and any and all claims made by a third party as a consequence of any negligent act or omission on the part of the Contractor's employees, while so engaged in any of the to be rendered herein, shall be the sole obligation and responsibility of the Contractor.

(c) This contract may be declared null and void should the Contracting Agency determine that by Internal Revenue Service criteria The Contractor is an employee of the Contracting Agency.

### 8. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

(a) The Contractor shall indemnify, save harmless and defend the University of Alaska, its Board of Regents, officers, agents, and employees from all liability, including costs and expenses, for all actions or claims resulting from injuries or damages sustained by any person or property arising directly or indirectly as a result of any error, omission, or negligent or wrongful act of the Contractor, subcontractor, or anyone directly or indirectly employed by them in the performance of this contract.

(b) All actions or claims including costs and expenses resulting from injuries or damages sustained by any person or property arising directly or indirectly from the Contractor's performance of this contract which are caused by the joint negligence of the Contracting Agency and The Contractor shall be apportioned on a comparative fault basis; however, any such joint negligence on the part of the Contracting Agency must be a direct result of active involvement by the Contracting Agency.

### 9. INSURANCE

(a) The Contractor shall not commence work under this contract until satisfactory evidence has been provided to the Contracting Agency that The Contractor can cover the requirements set forth in this provision with regard to The Contractor and all subcontractors when engaged in any work performed under this contract. A Contractor who is a state institution of higher education or a state or local government

**H. NONPERSONAL SERVICES CONTRACT GENERAL PROVISIONS (CONT.)**

entity may satisfy the requirements of subsections (b) (2) through (4) and (c) of this provision by submittal of a certification of self-insurance which attests it is self-insured for the required coverage limits in accordance with the laws of the state in which it is established.

(b) 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 policies of insurance (or The Contractor shall maintain self-insurance if certified in strict accordance with subsection (a) of this provision) covering the following types and limits:

<b>Contract Amount</b>	<b>Minimum Required limits</b>
Under \$100,000	\$100,000 per occurrence/Annual Aggregate
\$100,000--\$499,999	\$250,000 per occurrence/Annual Aggregate
\$500,000--\$999,999	\$500,000 per occurrence/Annual Aggregate
\$1,000,000 or over	Negotiable--Refer to Contracting Agency, (Specific Limits are set forth as Alterations in General Provisions)

(1) Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees of The Contractor engaged in work under this contract, Workers' Compensation Insurance as required by the laws of the state where the work is to be performed. The Contractor shall be responsible for Workers' Compensation Insurance for any subcontractor who directly or indirectly provides services under this contract. This coverage must include statutory coverage for states in which employees are engaging in work and employer's liability protection not less than \$100,000 per person, \$100,000 per occurrence. Where applicable, coverage for all federal acts (i.e., U.S.L. & H and Jones Act) must also be included.

(2) Comprehensive (Commercial) General Liability Insurance: With coverage limits not less than \$1,000,000 combined single limit per occurrence and annual aggregates where generally applicable and shall include premises-operations, independent contractors, products/completed operations, broad form property damage, blanket contractual, and personal injury endorsement.

(3) Comprehensive Automobile Liability Insurance: Covering all owned, hired, and non-owned vehicles with coverage limit not less than \$500,000 combined single limit

(4) Professional Liability Insurance: Covering all errors, omissions, or negligent or wrongful acts of the Contractor, subcontractor, or anyone directly or indirectly employed by them, made in the performance of this contract which result in financial loss to the Contracting Agency. Limits required per the following schedule:

(c) Coverage shall be maintained for the duration of this contract plus one year following the date of final payment. Failure to comply with this provision may preclude other contracts and agreements between The Contractor and the Contracting Agency. 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 Contracting Agency shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Contract Administrator prior to beginning work and must provide for a 30-day prior notice to the Contracting Agency of cancellation, non-renewal, or material change. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach and grounds for termination of the Contractor's services.

**10. ACCESS TO FACILITIES AND INSPECTION BY CONTRACTING AGENCY** The Contracting Agency has the right to inspect, in the manner and at reasonable times it considers appropriate during the period of this contract, all facilities and activities of The Contractor as may be engaged in the performance of this contract. The Contractor shall provide reasonable access to accommodate such inspections at its own and subcontractor's facilities. The substance of this clause shall be incorporated in subcontracts by the Contractor.

**11. EXAMINATION AND RETENTION OF RECORDS** The Contractor shall, at any time during normal business hours and as often as the Contracting Agency, the Comptroller General of the United States, or their agents may deem necessary, make available for examination all of its records with respect to all matters covered by this contract for a period ending three (3) years after date of final payment under this contract or any subcontract whichever is later. Upon request, and within a reasonable time, The Contractor shall submit such other information and reports relating to its activities under this contract in such form and at such times as the Contracting Agency or the Comptroller General may reasonably require. The Contractor shall permit the Contracting Agency, the Comptroller General, or their agents to examine and make copies of such records, invoices, materials, payrolls, records of personnel, and other data relating to all matters covered by the contract. The Contractor shall include the substance of this provision, including this statement, in all subcontracts.

**12. AUDIT** (a) The Contracting Agency and its primary funding source may at reasonable times and places, audit the books and records of The Contractor and its subcontractors and may review the Contractor's accounting system, overhead rates, and internal control systems to the extent they relate to costs or cost principles applicable to this contract. The audit will be scheduled at a mutually agreeable time. The Contractor shall include the substance of this provision, including this statement, in all subcontracts.

(b) In the conduct of audits or in meeting the audit requirements of the primary funding source, the Contracting Agency may require and evaluate Contractor compliance with Office of Management and Budget (OMB) Circulars A-128 or A-133 (Audits), A-87 or A-21 or A-122 (Cost Principles), A-102 or A-110 (Uniform Administrative Requirements), and A-88 (Indirect Cost Rates, Audit, and Audit Follow-up). The Contractor shall comply with all applicable audit requirements of the OMB Circulars listed in this provision and the prime contract.

**13. DISSEMINATION OF INFORMATION** (a) There shall be no dissemination or publication, except within and between the Contracting Agency, the Contractor, and any subcontractors, of information developed under this contract without prior written approval of the Contracting Agency's Contract Administrator.

(b) Alaska Statute AS 14.40.453 provides for the confidentiality of research conducted by the University of Alaska. The public records inspection requirements of AS 09.25.110 - 09.25.121 do not apply to writings or records that consist of intellectual property or proprietary information received, generated, learned, or discovered during research conducted by the University of Alaska or its agents or employees until publicly released, copyrighted, or patented, or until the research is terminated, except that the university

**H. NONPERSONAL SERVICES CONTRACT GENERAL PROVISIONS (CONT.)**

shall make available the title and a description of all research projects, the name of the researcher, and the amount and source of funding provided for each project. (AS 14.40.453)

(c) The Family Educational Rights and Privacy Act (FERPA) limits the use and redisclosure of personally identifiable information from student education records in paper, electronic or other form. Contractor agrees to hold education records of Contracting Agency in strict confidence. Contractor shall not use or disclose information from education records except as permitted or required by this contract. Contractor and its officers, employees, and agents shall use the information only for the purposes for which the disclosure was made. Contractor shall not disclose the information to any other party without the prior consent of the student. Contractor shall conduct the Work in a manner that does not permit personal identification of students by individuals other than representatives of Contractor that have legitimate educational interests in the information. Contractor shall destroy or return the information to the Contracting Agency upon termination, cancellation, expiration or other conclusion of this contract, or when the information is no longer needed by Contractor for the purposes of this contract. If Contractor violates these conditions, the Contracting Agency will not allow Contractor access to education records for at least five years.

Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality of information from education records. These measures shall be extended by contract to any subcontractors used by Contractor. Contractor shall, within one day of discovery, report to the Contracting Agency any use or disclosure of information from education records that is not authorized by this contract.

**14. OWNERSHIP OF WORK PRODUCTS** Work products and non-expendable property produced or purchased under this contract are the property of the University of Alaska, except as otherwise specifically stated in the contract. Payments to The Contractor for services hereunder include full compensation for all such products produced or acquired by The Contractor and its subcontractors.

**15. SUBCONTRACTORS, SUCCESSORS, AND ASSIGNS** (a) The Contracting Agency must concur in the selection of all subcontractors for services to be engaged in performance of this contract.

(b) If any Scope of Work under this contract includes named firms or individuals, then such firms or individuals shall be employed for the designated services, unless the contract is changed by modification.

(c) The Contractor shall not assign, sublet or transfer any interest in this contract without the prior written consent of the Contracting Agency, which may be withheld for any reason.

(d) The Contractor binds itself, its partners, its subcontractors, assigns and legal representatives to this contract and to the successors, assigns, and legal representatives of the Contracting Agency with respect to all covenants of this contract.

(e) The Contractor shall include provisions appropriate to effectuate the purposes of these General Provisions in all subcontracts executed to perform services under this contract which exceed a cost of \$10,000.

**16. GOVERNING LAWS** This contract is governed by the laws of the State of Alaska, federal laws, local laws, regulations, and ordinances applicable to the work performed. The Contractor shall be cognizant and shall at all times observe and comply with such laws, regulations, and ordinances which in any manner affects those engaged or employed in the performance, or in any way affects the manner of performance, of this contract.

**17. PATENT INDEMNITY AND COPYRIGHT INFRINGEMENT** (a) Patent Rights and Copyright of Works Under Contract:

(1) Any discovery or invention resulting from work carried on with the funding of this contract shall be subject to the applicable provisions of the University of Alaska regulations and Board of Regents Policies.

(2) University of Alaska regulations and Board of Regents Policies shall govern regarding copyrightable materials developed in the course of or under this contract.

(b) Patent Indemnity and Copyright Infringement:

The Contractor shall indemnify and save harmless the University of Alaska, its Board of Regents, and its officers and employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the University of Alaska. If The Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the contract price includes all royalties or cost arising from the use of such design, device, or materials in anyway involved in the work.

(c) The Contractor shall include provisions appropriate to effectuate the purposes of this provision in all subcontracts under this contract.

**18. OFFICIALS NOT TO BENEFIT** No member of or delegate to Congress, or other officials of the federal, State, political subdivision or local government, shall be admitted to any share or part of this contract or any benefit to arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

**19. GRATUITIES** (a) If the Contracting Agency finds after a notice and hearing that The Contractor or any of the Contractor's agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of the Contracting Agency, the State of Alaska, or any government agency in an attempt to secure a contract or subcontract or favorable treatment in awarding, amending or making any determinations related to the performance of this contract, the Contracting Agency may, by written notice to the Contractor, terminate this contract. The Contracting Agency may also pursue other rights and remedies that the law or the contract provides. However, the existence of the facts on which the Contracting Agency bases such findings shall be in issue and may be reviewed in proceedings under the Disputes provision of this contract.

(b) In the event this contract is terminated as provided in paragraph (a), the Contracting Agency may pursue the same remedies against The Contractor as it could pursue in the event of a breach of the contract by the Contractor, and any other damages to which it may be entitled by law.

**20. ORDER OF PRECEDENCE OF DOCUMENTS AND PROVISIONS** In the event of any inconsistency between provisions of this contract, the inconsistency shall be resolved by giving precedence in the following order:

- (a) Contract Form;
- (b) Schedules;
- (c) Specifications;



**H. NONPERSONAL SERVICES CONTRACT GENERAL PROVISIONS (CONT.)**

- (d) General Provisions;
- (e) Special Provisions;
- (f) Other attachments.

**21. ASSIGNMENT** (a) Rights under this contract are not transferable, or otherwise assignable without the express prior written consent of the University of Alaska Chief Procurement Officer, or his designee.

(b) The Contractor shall include provisions appropriate to effectuate the purpose of this provision in all subcontracts under this contract.

**22. CONTRACT ADMINISTRATION** (a) The Contract Administrator is responsible for the technical aspects of the project and technical liaison with the Contractor. The Contract Administrator is also responsible for the final inspection and acceptance of all work required under the contract, including the review and approval of any and all reports, and such other responsibilities as may be specified in the Scope of Work or elsewhere in the contract.

(b) The Contract Administrator may be changed by the Contracting Agency at any time. The Contractor will be notified in writing by the Procurement Officer of any changes.

(c) The Contract Administrator is not authorized to make any commitments or otherwise obligate the Contracting Agency or authorize any changes which affect the contract price, terms, or conditions. No changes to price, terms, or conditions shall be made without the express prior authorization of the Procurement Officer.

(d) All Contractor requests for changes shall be in writing and shall be referred to the Contracting Agency Procurement Officer.

**23. TAXES** (a) As a condition of contract performance, The Contractor shall pay when due all federal, state and local taxes and assessments applicable to the Contractor. The Contractor shall be responsible for its subcontractor's compliance with the requirements of this provision, including this statement, in every subcontract.

(b) The University of Alaska is a tax-exempt institution.

**24. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY** The Contractor shall comply with all applicable state and federal rules governing equal employment opportunity and non-discrimination, including, but not limited to: E.O. 11246 as amended and applicable orders and regulations issued by the U.S. Secretary of Labor or designee (41 CFR 60). The Contractor shall include this provision in all subcontracts. If applicable, the parties hereby incorporate the requirements of 41 CFR §§60-1.4(a)(7), and 29 CFR Part 471, Appendix A to Subpart A.

If applicable, this contractor and subcontractor shall also abide by the requirements of 41 CFR § 60-300.5(a) and 41 CFR § 60-741.5(a). These regulations prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

The University of Alaska is an affirmative action/equal opportunity employer and educational institution. The University of Alaska does not discriminate on the basis of race, religion, color, national origin, citizenship, age, sex, physical or mental disability, status as a protected veteran, marital status, changes in marital status, pregnancy, childbirth or related medical conditions, parenthood, sexual orientation, gender identity, political affiliation or belief, genetic information, or other legally protected status. The University's commitment to nondiscrimination, including against sex discrimination, applies to students, employees, and applicants for admission and employment. Contact information, applicable laws, and complaint procedures are included on UA's statement of nondiscrimination available at [www.alaska.edu/titleXcompliance/nondiscrimination](http://www.alaska.edu/titleXcompliance/nondiscrimination)

**25. PROTECTION OF MINORS** (a) Contractor shall defend, indemnify and hold harmless the University, its Board of Regents, officers and employees, from and against any and all claims, causes of action, losses liabilities, damage or judgments directly or indirectly related to any mental or physical injury or death arising out of its contact or its conduct or the contact or conduct of its directors, employees, subcontractors, agents or volunteers with minors including sexual abuse of minors as defined by Alaska statute.

(b) For contracts which include direct contact with minors Contractor shall purchase an insurance rider, endorsement, or secondary policy that names the University as an additional insured and covers and protects the University from claims and losses for the abuse defined in A. above and provide the University with a copy of that rider prior to the commencement of work under this contract. The Campus Risk Manager will have the authority to waive this requirement with written approval from the Chief Risk Officer and the UA General Counsel's Office.

(c) Contractor shall present the University with certification, prior to the commencement of work under this contract, that all employees, directors, subcontractors, agents, or volunteers that may have contact with minors shall:

- (1) Be trained and certified in the identification, prevention and reporting of the sexual abuse of minors;
- (2) Undergo a local, state, and nationwide criminal background check and national sex offender registry check as defined in this policy and, if requested, provide a copy of the background check to UAA;
- (3) Be prohibited from working under this contract involving minors if they:
  - i. have been convicted of a crime of violence, neglect, reckless endangerment, or abuse against a minor or vulnerable adult;
  - ii. are a registered sex offender;
  - iii. have been convicted of possession of child pornography.
- (4) Adhere to the contractor's written policies related to the supervision of minors. At a minimum the contractors supervision procedures should include:
  - i. Minimum adult to minor ratios;
  - ii. How to supervise minors during overnight activities;
  - iii. A signed Code of Behavior;
  - iv. How to supervise minors during activities that are associated with water use, including, but not limited to pools, showers, bathing areas, swimming, etc.;
  - v. How to supervise minors during transition times, including drop-off and pick-up;

**H. NONPERSONAL SERVICES CONTRACT GENERAL PROVISIONS (CONT.)**

- vi. Mandatory reporting of incidents or allegations of sexual misconduct, (involving adults or minors) according to existing University procedures.
- vii. Missing Child Protocols

(5) Meet the all applicable requirements in this policy.

(d) It is the expectation of UAA that all contractors shall, at all times, be respectful of minors.

**26. PERMITS AND RESPONSIBILITIES** The Contractor shall be responsible for obtaining any necessary licenses and permits, and for complying with any applicable federal, state and municipal laws, codes, and regulations, in connection with the performance of the work under this contract.

**27. CHANGES - FIXED PRICE CONTRACT** (This provision is applicable only to fixed price contracts.)

(a) The Procurement Officer may at any time, by written order, and without notice to any surety, make changes within the general scope of this contract in any one or more of the following:

- (1) Drawings, designs, or Specifications.
- (2) Method of shipment or packing.
- (3) Place of inspection, delivery or acceptance.

(b) If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the Procurement Officer shall make an equitable adjustment in the (1) price, performance or completion schedule, or both; and (2) other affected terms and shall modify the contract accordingly.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Procurement Officer decides that the facts justify it, the Procurement Officer may receive and act upon a proposal submitted before final payment of the contract. No claim by The Contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

(d) Any adjustment in contract price pursuant to this provision shall be determined in accordance with the Price Adjustment provision of this contract.

(e) Failure to agree to any adjustment shall be resolved in accordance with the Disputes provision of this contract. However, failure to agree to an adjustment shall not excuse The Contractor from proceeding with the contract as changed. By proceeding with the Work, The Contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

(f) Except as otherwise provided in this contract, no payment for any extras, for either services or materials, will be made unless such extras and the price therefor have been authorized in writing by the Procurement Officer.

**28. PRICE ADJUSTMENT - FIXED PRICE CONTRACT** (This provision is applicable only to fixed price contracts.)

(a) Any adjustment in contract price pursuant to a provision of this contract shall be made in one or more of the following ways:

- (1) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- (2) by unit prices specified in the contract or subsequently agreed upon;
- (3) by costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as specified in the contract or subsequently agreed upon;
- (4) in such other manner as the parties may mutually agree; or
- (5) in the absence of agreement between the parties, by a unilateral determination by the Procurement Officer of the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as reasonably and equitably computed by the Procurement Officer. Adjustments made pursuant to this subsection, absent agreement between the parties may be a dispute under the Disputes provision of this contract.

(b) The Contractor shall provide cost and pricing data for any price adjustments pursuant to the requirements of Alaska Statutes 36.30 and University of Alaska Procurement Regulations R05.06.

**29. CHANGES - COST-REIMBURSEMENT CONTRACT** (This provision is applicable only to cost-reimbursement type contracts.)

(a) The Procurement Officer may at any time, by written order, and without notice to any surety, make changes within the general scope of this contract in any one or more of the following:

- (1) Drawings, designs, or specifications.
- (2) Method of shipment or packing.
- (3) Place of inspection, delivery or acceptance.

(b) If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the Procurement Officer shall make an equitable adjustment in the (1) estimated cost, performance or completion schedule, or both; (2) amount of any fixed fee; and (3) other affected terms and shall modify the contract accordingly.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Procurement Officer decides that the facts justify it, the Procurement Officer may receive and act upon a proposal submitted before final payment of the contract. No claim by The Contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

(d) Failure to agree to any adjustment shall be resolved in accordance with the Disputes provision of this contract. However, failure to agree to an adjustment shall not excuse The Contractor from proceeding with the contract as changed subject to the limitation set forth in paragraph (e) of this provision. By proceeding with the work, The Contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

## H. NONPERSONAL SERVICES CONTRACT GENERAL PROVISIONS (CONT.)

(e) Notwithstanding the terms and conditions of paragraphs (a) and (b) above, the estimated total cost of this contract shall not be increased or considered to be increased except by specific written modification of the contract indicating the new contract estimated total amount. Until such a written modification is made, The Contractor shall not be obligated by any change directed under this provision to continue performance or incur costs beyond the then current total estimated dollar amount of the contract not including the prospective modification.

### 30. PAYMENTS TO THE CONTRACTOR - FIXED PRICE CONTRACT (This provision is applicable only to fixed-price contracts.)

(a) The Contracting Agency will pay the contract price as hereinafter provided. The Contractor shall be paid, upon the submission of proper invoices, the prices stipulated herein for work products delivered and accepted or services rendered and accepted, less deductions, if any, as herein provided. Unless otherwise specified, payment will be made on partial deliveries accepted by the Contracting Agency when the amount due on such deliveries so warrants.

(b) Payments shall be based on approved Contractor's invoices submitted in accordance with this provision. The sum of payments shall not exceed allowable compensation stated in purchase order(s) and no payments shall be made in excess of the maximum allowable total for this contract.

(c) The Contractor shall not perform any services or deliveries of products without a purchase order or other written notice to proceed with the work. Accordingly, the Contracting Agency will not pay The Contractor for any goods, services or associated costs, if any, performed outside those which are authorized by the applicable purchase order. The Contracting Agency will exert every effort to obtain required approvals and to issue purchase orders in a timely manner.

(d) The Contractor shall submit a final invoice and required documentation within 90 days after final acceptance of goods or services by the Contracting Agency. The Contracting Agency will not be held liable for payment of invoices submitted after this time unless prior written approval has been given.

(e) In the event items on an invoice are disputed, payment on those items will be held until the dispute is resolved. An item is in "dispute" when a determination regarding an item has been made by the Procurement Officer that the performance called for and or price invoiced is not in compliance with the terms and conditions of the contract.

### 31. PAYMENT TO CONTRACTOR - COST REIMBURSEMENT CONTRACT (This provision is applicable only to cost-reimbursement type contracts.)

(a) Payments shall be based on approved Contractor's invoices submitted in accordance with this article. The sum of payments shall not exceed allowable compensation stated in purchase order(s) and no payments shall be made in excess of the maximum allowable total for this contract.

(b) Contractor's invoices shall be submitted when services are completed, or monthly for months during which services are performed, as applicable, in a summary format, which details costs incurred for each item identified in the project budget. Backup documentation including but not limited to invoices, receipts, proof of payments and signed time sheets, or any other documentation requested by the Contracting Agency's Contract Administrator, is required, and shall be maintained by The Contractor in accordance with cost principles applicable to this contract. Contractor invoices shall be signed by the Contractor's official representative, and shall include a statement certifying that the invoice is a true and accurate billing. Cost principles contained in the federal acquisition regulations, 48 CFR, Subpart 31.3 and OMB circular A-21 shall be used as criteria in the determination of allowable costs.

(c) In the event items on an invoice are disputed, payment on those items will be held until the dispute is resolved. Undisputed items will not be held with the disputed items.

(d) The Contractor shall submit a final invoice and required documentation within 90 days after final acceptance of services by the Contracting Agency. The Contracting Agency will not be held liable for payment of invoices submitted after this time unless prior written approval has been given.

### 32. TERMINATION FOR CONVENIENCE - FIXED PRICE CONTRACT (This provision is applicable only to fixed-price contracts)

The Procurement Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Contracting Agency's interest. If this contract is terminated, the Contracting Agency shall be liable only for payment under the payment provisions of this contract for acceptable services and performance rendered before the effective date of termination, and the contract total price will be adjusted accordingly.

### 33. TERMINATION FOR DEFAULT; DAMAGES FOR DELAY; TIME EXTENSIONS – FIXED PRICE CONTRACT (This provision is applicable only to fixed-price contracts.)

(a) The Contracting Agency may, subject to the provisions of subsection (c) below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances:

- (1) If The Contractor fails to make delivery of the work products or to perform the services within the time specified herein or any extension thereof;  
or
- (2) If The Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and

in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as the Procurement Officer may authorize in writing) after receipt of notice from the Procurement Officer specifying such failure.

(b) In the event the Contracting Agency terminates this contract in whole or in part as provided in subsection (a) of this provision, the Contracting Agency may procure, upon such terms and in such manner as the Procurement Officer may deem appropriate, work products or services similar to those so terminated, and The Contractor shall be liable to the Contracting Agency for any excess costs for such similar work products or services; provided, that The Contractor shall continue the performance of this contract to the extent not terminated under this provision.

(c) Except with respect to defaults of subcontractors, The Contractor shall not be liable for any excess costs if the failure to perform arises out of causes beyond the control and without the fault or negligence of the Contractor. Such cause may include acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both The Contractor and the subcontractor, and without the fault or negligence of either of them, The Contractor shall not be liable for any excess costs for failure to perform, unless the supplies, work products, or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit The Contractor to meet the required performance schedule.

**H. NONPERSONAL SERVICES CONTRACT GENERAL PROVISIONS (CONT.)**

(d) If this contract is terminated as provided in subsection (a) of this provision, the Contracting Agency, in addition to any other rights provided in this provision, may require The Contractor to transfer title and deliver to the Contracting Agency, in the manner and to the extent directed by the Procurement Officer, such completed and partially completed reports, materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights and any other work product as The Contractor has specifically produced or specifically acquired for the performance of such part of this contract as has been terminated; and The Contractor shall, upon direction of the Procurement Officer, protect and preserve the property in possession of The Contractor in which the Contracting Agency has an interest. Payment for completed work and work products delivered to and accepted by the Contracting Agency shall be at the contract price. Payment for partially completed work and work products delivered to and accepted by the Contracting Agency shall be in an amount agreed upon by The Contractor and the Procurement Officer, and failure to agree to such amount shall be a dispute concerning a question of fact which shall be resolved under the Disputes clause of this contract.

(e) The rights and remedies of the Contracting Agency provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(f) If after termination for failure of The Contractor to fulfill its contractual obligations, it is determined that The Contractor had not failed to fulfill contractual obligations, or that such failure was excusable under criteria set forth herein, the termination shall be deemed to have been for the convenience of the Contracting Agency. In such event, settlement costs and the contract price may be adjusted as provided in the Termination For Convenience provision of this contract.

**34. DEFINITIONS** (a) CHANGE ORDER - A written order signed by the Procurement Officer, directing The Contractor to make changes that the Changes provision of this contract authorizes the Procurement Officer to order without the consent of the Contractor.

(b) CONTRACT ADMINISTRATOR - The individual appointed to administer the contract for the Contracting Agency.

(c) CONTRACT MODIFICATION - A written alteration in specifications, delivery point, rate of delivery or performance, period of performance, price, quantity or other provisions of the contract accomplished by mutual action of the parties to the contract.

(d) CONTRACTOR - The entity providing services under this contract.

(e) NOTICE TO PROCEED - Written authorization from the Contracting Agency to The Contractor to provide all or specified services in accordance with the contract.

(f) PROCUREMENT OFFICER - The person who signed this contract on behalf of the University of Alaska, and includes a duly appointed successor or authorized representative.

(g) SCOPE OF WORK - Services and work products required of The Contractor by this contract.

(h) SUBCONTRACTOR - Entity engaged to provide a portion of the products or services by contract or purchase order with The Contractor which is a party to this contract. The term includes subcontractors of all tiers.

**35. ALTERATIONS IN GENERAL PROVISIONS** Any deletion or modification of these General Provisions shall be specified in detail in subparagraphs added to this provision. Deletions or modifications of General Provisions, if any, are listed herein, and were made prior to the signature of the parties to the contract.

(a) Wherever in these general provisions the statement is made that "This provision is applicable only to cost-reimbursement type contracts," or "This provision is applicable only to fixed-price type contracts," it shall also be deemed to mean that the provision is applicable only to cost-reimbursement type items or fixed-price items, respectively, within a contract.

**36. CONTRACT SUBJECT TO THE AVAILABILITY OF FUNDS**

(a) Unless this Contract is accompanied by a University of Alaska Purchase Order, funds are not presently available for this Contract. The CONTRACTING AGENCY'S obligation under this Contract is contingent upon the availability of funds from which payment for Contract purposes can be made. No legal liability on the part of the CONTRACTING AGENCY for any payment may arise until funds are made available to the University of Alaska for this Contract and until The Contractor receives notice of such availability, confirmed by issuance of a purchase order by the CONTRACTING AGENCY.

(b) Issuance of a University of Alaska Purchase Order shall constitute notice of funding for the Contract in accordance with this provision.

**37. DISPUTES** (a) Any dispute which may arise between The Contractor and the Contracting Agency, in any manner, concerning this contract, shall be resolved in accordance with Alaska Statutes 36.30.620 - 632, AS 36.30.670 - 695, and University of Alaska regulations and procedures.

(b) Penalties for making misrepresentations and fraudulent claims relating to a procurement or contract controversy are prescribed in AS 36.30.68

**END H. NONPERSONAL SERVICES CONTRACT GENERAL PROVISIONS**

## I. ADDITIONAL CONTRACT PROVISIONS

**1. DEFINITIONS:** For the purposes of this solicitation, the terms Offeror, Proposer, Vendor and Contractor refer to the same entity. Generally, the terms Offeror, Proposer or Vendor will be used to refer to a vendor who submits a proposal and the term Contractor will be used to refer to the successful Offeror to whom award is made.

**2. TERM OF CONTRACT:** A contract will be awarded for the period from July 1, 2019 - June 30, 2029 with options to renew for five (5) additional one (1) year periods. Renewal will be made at the sole option of UAA, based on among other factors satisfactory performance. If all option years are exercised, the contract shall expire June 30, 2034.

### 3. CHANGES TO CONTRACT:

3.1. UAA reserves the right, without invalidating the contract, to increase, decrease, delete, or modify the type or level of services during the term of any contract or any extension resulting from this solicitation. All changes outside the scope of the original Contract shall be ordered by means of a written Change Order/Modification to the Contract.

3.2. UAA reserves the right to add additional services as yet undefined, as may be successfully negotiated with the Contractor. Negotiated compensation shall be inclusive of all management, supervision, profit and overhead incurred by the Contractor, unless otherwise approved in advance by the Contract Administrator.

**4. F.O.B. POINT:** All offers for goods and services shall be offered F.O.B. Destination: University of Alaska Anchorage, 3211 Providence Drive, Anchorage, Alaska 99508. Prices offered must include all costs associated with shipping, packing, and delivery to the F.O.B. point. No additional costs will be allowed.

**5. CONTRACT PRICING:** The terms of the Financial Proposal outlined in section G.2.4 shall be binding. However, adjustments to pricing for residential, retail, catering, summer conferences and AAC dining services may be proposed as part of the annual strategic planning process outlined in section G.2.2.J.

**6. SUBCONTRACTORS:** Only personnel directly employed by the Contractor shall perform all actual work. No actual work shall be subcontracted. Adjust if subcontractors are allowed.

**7. INSURANCE:** This provision is applicable in absence of but not in lieu of or in addition to insurance provisions elsewhere specified in the contract.

a) The Contractor shall not commence work under this contract until satisfactory evidence has been provided to the Contracting Agency that the Contractor can cover the requirements set forth in this provision with regard to the Contractor and all subcontractors when engaged in any work performed under this contract. A Contractor who is a state institution of higher education or a state or local government entity may satisfy the requirements of subsections (b) (2) through (4) and (c) of this provision by submittal of a certification of self-insurance which attests it is self-insured for the required coverage limits in accordance with the laws of the state in which it is established

(b) 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 policies of insurance (or the Contractor shall maintain self-insurance if certified in strict accordance with subsection (a) of this provision) covering the following types and limits:

Contract Amount	Minimum Required limits
Under \$100,000\$	\$100,000 per occurrence/Annual Aggregate
\$100,000--\$499,999	\$250,000 per occurrence/Annual Aggregate
\$500,000--\$999,999	\$500,000 per occurrence/Annual Aggregate
\$1,000,000 or over	Negotiable--Refer to Contracting Agency, (Specific Limits are set forth as Alterations in General Provisions)

(1) Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees of the Contractor engaged in work under this contract, Workers' Compensation Insurance as required by the laws of the state where the work is to be performed. The Contractor shall be responsible for Workers' Compensation Insurance for any subcontractor who directly or indirectly provides services under this contract. This coverage must include statutory coverage for states in which employees are engaging in work and employer's liability protection not less than \$100,000 per person, \$100,000 per occurrence. Where applicable, coverage for all federal acts (i.e., U.S.L. & H and Jones Act) must also be included.

(2) Comprehensive (Commercial) General Liability Insurance: With coverage limits not less than \$1,000,000 combined single limit per occurrence and annual aggregates where generally applicable and shall include premises-operations,

## I. ADDITIONAL CONTRACT PROVISIONS (CONT.)

independent contractors, products/completed operations, broad form property damage, blanket contractual, and personal injury endorsement.

(3) Comprehensive Automobile Liability Insurance: Covering all owned, hired, and non-owned vehicles with coverage limit not less than \$500,000 combined single limit

(4) Professional Liability Insurance: Covering all errors, omissions, or negligent or wrongful acts of the Contractor, subcontractor, or anyone directly or indirectly employed by them, made in the performance of this contract which result in financial loss to the Contracting Agency.  
Limits required per the following schedule

(c) Coverage shall be maintained for the duration of this contract plus one year following the date of final payment. Failure to comply with this provision may preclude other contracts and agreements between the Contractor and the Contracting Agency. 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 Contracting Agency shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Contract Administrator prior to beginning work and must provide for a 30-day prior notice to the Contracting Agency of cancellation, non-renewal, or material change. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach and grounds for termination of the Contractor's services.

**8. PAYMENTS:** Invoices shall be submitted to the designated UAA Contract Administrator for review and approval. The Contract Administrator will forward the approved invoice to UAA's Accounts Payable Department,.

Billing and Payment. For retail operations and catering, the Vendor shall collect and deposit in its own bank all cash receipts. The Vendor shall submit invoices to University for all amounts due from the University under this Agreement at the end of each week. Payments by University shall be paid weekly and not more than thirty (30) calendar days after the receipt of the invoice, provided that Vendors' invoice is complete and accompanied by full documentation. For ease of reference, the Schedule of Payment shall be documented annually in P19-004 Attachment 1- Financial Workbook.

All services provided by Vendor pursuant to this Agreement shall be performed to the satisfaction of University, as determined at the sole discretion of University's Contract Administrator, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. Vendor shall not receive payment for work found by University to be unsatisfactory or performed in violation of any applicable federal, state, or local law, ordinance, or regulation.

Catering Billing. Vendor shall be responsible to invoice clients directly and collect amounts due. University shall cooperate with the Vendor in the collection of delinquent accounts involving University departments.

Summer Conference/Camps Payments. Vendor shall be responsible for invoicing and collecting fees from summer conferences and camp customers as it relates to dining services fees. Uncollected debts shall not diminish payments owed to University.

Summer Board Payments. University shall be responsible for collecting contractual dining service fees from students and other customers. The student must enter into the meal plan with University. Uncollected debts shall not diminish payments owed to University. Vendor shall be responsible for cooperating with University to assure collection of fees by placing a "hold" on those contracts for which the debt has not been cured. University shall be responsible for providing Vendor with timely and accurate information about such matters.

The provisions of this paragraph do not apply if the contract or billing is in dispute. "Dispute" means a determination by a UAA Procurement Officer that the performance called for or the price charged is not in compliance with the terms of the contract. Payment is considered made on the date when the payment is personally delivered to the Contractor's agent

**9. DISPUTES:** Any disputes, which may arise between the successful Contractor and UAA, in any manner, concerning a contract resulting from this solicitation, shall be resolved in accordance with Alaska Statutes 36.30.620-632, AS 36.30.670-695, and UAA's regulations and procedures.

**I. ADDITIONAL CONTRACT PROVISIONS (CONT.)**

**10. TRAVEL:** UAA will not be responsible for any travel expense/cost associated with the performance of any contract resulting from this proposal.

**11. DISCLOSURE OF INFORMATION:** The Contractor agrees that it will not, during or after the term of this contract, or any extension, disclose any proprietary or confidential information of UAA, including but not limited to its costs, charges, operating procedures and methods of doing business to any person, firm, corporation, the public or other entity without the prior written consent of UAA. Nor shall the Contractor release for publication any publicity relating to these services using or implying the name of UAA without the prior written consent of UAA.

**12. NON-WAIVER:** The waiver of any breach of the terms of this agreement by the University shall not constitute a waiver of any of its terms or any subsequent breach, nor shall any payment for good delivered or services rendered constitute such a waiver.

**END I. ADDITIONAL CONTRACT PROVISIONS**

**J. PROPOSAL TRANSMITTAL & COMPLIANCE FORM**

## 1) Intent to be Bound:

A signature on the submittal page of this RFP indicates the Offeror's intent to be bound by the RFP Contract Provisions, and Additional Contract Provisions, including the Non-personal Services Contract General Provisions (or Professional Services Agreement) and subsequent negotiations.

I hereby acknowledge receipt of University of Alaska Request for Proposal No. P19-004, and certify that this proposal conforms to the requirements of Proposal No. P19-004 except as noted below (if none, write "NONE"). List specific exceptions, if any, below by page, paragraph, and line references. Attach additional pages as necessary. **Do not submit Offeror's terms and conditions as blanket replacement of terms and conditions in these Proposal Documents.**

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## 2) Provide Alaska Business License Number: \_\_\_\_\_

## 3) Indicate any Alaska Preferences that Offeror may qualify for (Preferences to be applied in accordance with AS36.30):

AK Bidder Preference \_\_\_\_\_ Alaska Employment Program \_\_\_\_\_ Alaska Person with Disability \_\_\_\_\_

Alaska Veteran \_\_\_\_\_ Alaska Domestic Insurer \_\_\_\_\_ Alaska Products Preference (Indicate Class I, II, or III) \_\_\_\_\_

## 4) If any amendments are issued to this RFP, Offeror must acknowledge the receipt of such amendments in the space provided on the line below or by signing the amendment and submitting it with the Offeror's proposal or before the submittal deadline, unless the amendment states otherwise. Proposals that fail to acknowledge receipt of amendments may be considered non-responsive and be eliminated from further consideration.

The Offeror acknowledges receipt of the following Amendments: \_\_\_\_\_

## 5) The Offeror has made true and accurate representations, certifications, and statements regarding its status and its proposal in the REPRESENTATIONS AND CERTIFICATIONS BY OFFERORS included in this proposal, including representations regarding small business status.

DEFINITIONS OF SMALL BUSINESS CONCERN applicable to this solicitation:

Standard Industrial Classifications: SIC CODE: \_\_\_\_\_ and SIC CATEGORY NAME: \_\_\_\_\_

In order to qualify as a small business concern for this solicitation, the average annual receipts of the concern and its affiliates for the preceding three years must not exceed \$10 million.

## 6) I certify that I am a duly authorized representative of the firm listed above, that information and materials enclosed with this proposal accurately represent the capabilities of the firm to provide the services indicated in compliance with the requirements of the solicitation. The University of Alaska is hereby authorized to request from any individual any pertinent information deemed necessary to verify information regarding capacity of the firm, for purposes of determining responsiveness of the proposal, or responsibility of the firm as a prospective contractor.

Signature \_\_\_\_\_ Offeror/Firm Name \_\_\_\_\_

Signer's Name (Printed) \_\_\_\_\_ Title \_\_\_\_\_

Phone No. \_\_\_\_\_ Email: \_\_\_\_\_ Date: \_\_\_\_\_



**K. REPRESENTATIONS, CERTIFICATIONS, AND STATEMENTS OF OFFERORS****REPRESENTATIONS OF BIDDERS/OFFERORS****1. TYPE OF BUSINESS ORGANIZATION**

The Bidder/Offeror, by checking the applicable box, represents that--

(a) It operates as

- ☐ a corporation incorporated under the laws of the State of \_\_\_\_\_.
- ☐ an individual,
- ☐ a partnership,
- ☐ a nonprofit organization, or
- ☐ a joint venture; or

(b) If the Bidder/Offeror is a foreign entity, it operates as

- ☐ a corporation registered for business in the Country of \_\_\_\_\_.
- ☐ an individual,
- ☐ a partnership,
- ☐ a nonprofit organization,
- ☐ or a joint venture.

**2. PARENT COMPANY INFORMATION**

The Bidder/Offeror by checking the applicable box, represents that--

- ☐ It is independently owned and operated and it is not owned or controlled by a parent company or parent organization.
- ☐ It is not independently owned and operated; it is owned or controlled by a parent company or parent organization; and the full name and address of the Bidder/Offeror's parent company or parent organization is:
- ☐ If not independently owned and operated, the parent company or parent organization's Taxpayer Identification Number (TIN) or Employer Identification Number (E.I. No.) is \_\_\_\_\_.

**3. TAXPAYER IDENTIFICATION**

(a) Definitions

(1) "Common parent," as used in this solicitation provision, means a Bidder/Offeror that is a member of an affiliated group of corporations that files its Federal income tax returns on a consolidated basis.

(2) "Corporate status," as used in this solicitation provision, means a designation as to whether the Bidder/Offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the Bidder/Offeror in reporting income tax and other returns.

(b) The Bidder/Offeror is required to submit the information required in paragraphs (c) through (e) of this provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to reporting requirements described in 4.902(a), the failure or refusal by the Bidder/Offeror to furnish the information may result in a 20 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN) of Bidder/Offeror:

(Bidder/Offeror is required to fill all appropriate blank(s) and/or check all applicable statement(s).)

- ☐ TIN: \_\_\_\_\_

- ☐ TIN has not been applied for.
- ☐ TIN is not required because: \_\_\_\_\_  
\_\_\_\_\_
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the US.
- ☐ Offeror is an agency or instrumentality of a state or local government.
- ☐ Other. Explain basis \_\_\_\_\_  
\_\_\_\_\_

## (d) Corporate Status of Bidder/Offeror:

(Bidder/Offeror is required to check all applicable statement(s).)

- ☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services
- ☐ Other corporate entity
- ☐ Not a corporate entity
- ☐ Sole proprietorship
- ☐ Partnership
- ☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a)

## (e) Common Parent:

(Bidder/Offeror is required to fill all appropriate blank(s) and/or check all applicable statement(s).)

- ☐ Bidder/Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
- ☐ Name and TIN of Bidder/Offeror's common parent:  
Name \_\_\_\_\_  
TIN \_\_\_\_\_

(f) If the Bidder/Offeror is a Joint Venture, the Bidder/Offeror shall make copies of this representation and complete one for each entity in the venture. Each copy of the representation must be marked to identify the venturer to which it applies. Bidder/Offeror shall specify here the names and full addresses of the entities which make up the joint venture, if applicable.

- ☐ Joint Venture consists of:  
(Bidder/Offeror must list name and address of all entities)  
(Attach additional sheet(s) if necessary.)

**4. CONTINGENT FEE REPRESENTATION AND AGREEMENT**

(Note: The offeror must check the appropriate boxes. For interpretation of the representation, including the term "bona fide employee," see Subpart 3.4 of the Federal Acquisition Regulations.)

(a) Representation. The offeror represents that, except for full-time bona-fide employees working solely for the offeror, the offeror:

- (1) ( ) has, ( ) has not employed or retained any person or company to solicit or obtain this contract; and
- (2) ( ) has, ( ) has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) Agreement. The offeror agrees to provide information relating to the above Representation as requested by the University and, when subparagraph (a) (1) or (a) (2) is answered affirmatively, to promptly submit to the University procurement officer:

- (1) A complete Standard Form 119, Statement of Contingent or Other Fees, (SF 119); or
- (2) A signed statement indicating that the SF 119 was previously submitted to the same procurement officer, including the date and applicable solicitation or contract number, and representing that the prior SF 119 applies to this offer or quotation.

## 5. AUTHORIZED NEGOTIATORS.

The offeror represents that the following persons are authorized to negotiate on its behalf with the University in connection with this solicitation: (List names, titles, telephone numbers of the authorized negotiators).

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## 6. PERIOD FOR ACCEPTANCE OF OFFER.

In compliance with the solicitation, the offeror agrees, if this offer is accepted within 180 calendar days (unless a different period is inserted by the offeror) from the date specified in the solicitation for receipt of offers, to furnish any or all items on which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the solicitation.

## 7. PLACE OF PERFORMANCE.

(a) The offeror, in the performance of any contract resulting from this solicitation, ( ) intends, ( ) does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or quoter as indicated in this offer.

(b) If the offeror checks "intends" in paragraph (a) above, he (she) shall insert in the spaces provided below the required information:

Place of Performance (Street Address, City,  
County, State, Zip Code)

Name and Address of Owner and Operator of the Plant or Facility  
if other than Offeror

<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

## 8. SMALL BUSINESS CONCERN REPRESENTATION

The offeror represents and certifies as part of its offer that it ( ) is, ( ) is not a small business concern and that ( ) all, ( ) not all end items to be furnished will be manufactured or produced by a small business concern in the United States, its territories or possessions, Puerto Rico or the Trust Territories of the Pacific Islands. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards specified elsewhere in this solicitation. (See PROPOSAL TRANSMITTAL FORM.)

## 9. SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION

(a) The offeror represents that it ( ) is, ( ) is not a small disadvantaged business concern.

(b) Definitions.

"Asian-Indian American," as used in this provision means a U.S. citizen whose origins are in India, Pakistan, or Bangladesh.

"Asian-Pacific American," as used in this provision means a U.S. citizen whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territory of the Pacific Islands, the Northern Mariana Islands, Laos, Cambodia, or Taiwan.

"Native Americans," as used in this provision, means U.S. citizens who are American Indian, Eskimo, Aleut, or native Hawaiian.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

"Small disadvantaged business concern," as used in this provision means a small business concern that is (1) at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or a publicly owned business having at least 51 percent of its stock owned by one or more socially and economically disadvantaged individuals or (2) has its management and daily business controlled by one or more such individuals.

(c) Qualified Groups. The offeror shall presume that socially and economically disadvantaged individuals include: Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, and other individuals found to be qualified by the U.S. Small Business Administration under 13 CFR 124.1.

## **10. WOMAN-OWNED SMALL BUSINESS REPRESENTATION**

(a) Representation. The offeror represents that it ( ) is, ( ) is not a woman-owned small business concern.

(b) Definitions "Small business concern," as used in this provision, means a concern including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

"Woman-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

## **11. PREVIOUS CONTRACTS AND COMPLIANCE REPORTS**

The Contractor represents that:

(a) It ( ) has ( ) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation the clause originally contained in Section 310 of Federal Executive Order No. 10925, or the clause contained in Section 201 of Federal Executive Order No. 1114

(b) It ( ) has ( ) has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, by proposed subcontractors, will be obtained before subcontract awards.

## **12. CERTIFICATION OF NONSEGREGATED FACILITIES**

(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By submission of this offer, the Bidder/Offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder/Offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The Bidder/Offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

- (1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;
- (2) Retain the certifications in the files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

### **NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES.**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semi-annually, or annually).

**NOTE:** The penalty for making false statements in bids/offers is prescribed in 18 U.S.C.1001.

### **13. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS-LOWER TIER COVERED TRANSACTIONS**

The Contractor assures that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, or declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The Contractor agrees to insert this provision in lower tier covered transactions in accordance with federal rules and regulations implementing Executive Order 12549, the Government-Wide Common Rule for Non-Procurement Debarment and Suspension, and Federal Acquisition Regulations (FAR), 48 CFR Subpart 9.4.

### **14. CLEAN AIR AND WATER CERTIFICATION**

(This provision is applicable if the contract amount exceeds \$100,000.)

(a) The Contractor shall comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C.1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and EPA regulations (40 CFR Part 15) which prohibit the use by federal contractors or grant recipients, of facilities which are included on the Environmental Protection Agency (EPA) List of Violating Facilities.

(b) The Contractor warrants that any facilities to be used in the performance of this contract are not listed on the EPA List of Violating Facilities.

(c) The Contractor will include a provision substantially the same as this, including this paragraph (c) in every non-exempt subcontract.

### **15. ANTI-KICKBACK PROVISIONS**

(a) The Contractor assures that regarding this contract, neither the Contractor, nor any of its employees, agents, or representatives has violated the provisions of the "Anti-Kickback" Act of 1986 (41 USC 51-58) which is incorporated by reference and made a part of this contract.

(b) The Contractor warrants that neither the Contractor nor any of its representatives has been required, directly or indirectly as an express or implied condition in obtaining or carrying out this contract, to employ or retain, any organization or person or to make a contribution, donation or consideration of any kind.

### **16. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION**

By submitting this offer, the Bidder/Offeror agrees to comply with all applicable State and Federal rules governing Equal Employment Opportunity and Non-Discrimination, including, but not limited to: Title VI of the Civil Rights Act of 1964 (P.L.88-352), E.O.11246 (EEO), E.O. 11625 (EEO), 41 CFR 60 (EEO) (Discrimination). The Bidder/Offeror agrees to include this provision in all subcontracts.

The University of Alaska is an affirmative action/equal opportunity employer and educational institution. The University of Alaska does not discriminate on the basis of race, religion, color, national origin, citizenship, age, sex, physical or mental disability, status as a protected veteran, marital status, changes in marital status, pregnancy, childbirth or related medical conditions, parenthood, sexual orientation, gender identity, political affiliation or belief, genetic information, or other legally protected status. The University's commitment to nondiscrimination, including against sex discrimination, applies to students, employees, and applicants for admission and employment. Contact information, applicable laws, and complaint procedures are included on UA's statement of nondiscrimination available at [www.alaska.edu/titleIXcompliance/nondiscrimination](http://www.alaska.edu/titleIXcompliance/nondiscrimination)

**17. PROTECTION OF MINORS** (a) Contractor shall defend, indemnify and hold harmless the University, its Board of Regents, officers and employees, from and against any and all claims, causes of action, losses liabilities, damage or judgments directly or indirectly related to any mental or physical injury or death arising out of its contact or its conduct or the contact or conduct of its directors, employees, subcontractors, agents or volunteers with minors including sexual abuse of minors as defined by Alaska statute.

(b) For contracts which include direct contact with minors Contractor shall purchase an insurance rider, endorsement, or secondary policy that names the University as an additional insured and covers and protects the University from claims and losses for the abuse defined in A. above and provide the University with a copy of that rider prior to the commencement of work under this contract. The Campus Risk Manager will have the authority to waive this requirement with written approval from the Chief Risk Officer and the UA General Counsel's Office.

(c) Contractor shall present the University with certification, prior to the commencement of work under this contract, that all employees, directors, subcontractors, agents, or volunteers that may have contact with minors shall:

- (1) Be trained and certified in the identification, prevention and reporting of the sexual abuse of minors;
- (2) Undergo a local, state, and nationwide criminal background check and national sex offender registry check as defined in this policy and, if requested, provide a copy of the background check to UAF;
- (3) Be prohibited from working under this contract involving minors if they:
  - i. have been convicted of a crime of violence, neglect, reckless endangerment, or abuse against a minor or vulnerable adult;
  - ii. are a registered sex offender;
  - iii. have been convicted of possession of child pornography.
- (4) Adhere to the contractor's written policies related to the supervision of minors. At a minimum the contractors supervision procedures should include:
  - i. Minimum adult to minor ratios;
  - ii. How to supervise minors during overnight activities;
  - iii. A signed Code of Behavior;
  - iv. How to supervise minors during activities that are associated with water use, including, but not limited to pools, showers, bathing areas, swimming, etc.;
  - v. How to supervise minors during transition times, including drop-off and pick-up;
  - vi. Mandatory reporting of incidents or allegations of sexual misconduct, (involving adults or minors) according to existing University procedures.
  - vii. Missing Child Protocols
- (5) Meet the all applicable requirements in this policy.
- (d) It is the expectation of UAA that all contractors shall, at all times, be respectful of minors.

## **18. ASSURANCE OF FEDERAL COMPLIANCE BY THE CONTRACTOR**

(This representation is applicable only if the Bidder/Offeror is an educational institution, hospital, or other non-profit organization.)

By submitting this offer, a Bidder/Offeror assures that if the primary source of funding for this solicitation is Federal, the requirements of OMB Circular A-21 or Circular A-110, as applicable, shall be complied with by the Contractor and its subcontractors.

## **19. CERTIFICATE OF INDEPENDENT PRICING AND PLEDGE TO REFRAIN FROM ANTICOMPETITIVE PRACTICES**

By submitting this offer, the Bidder/Offeror certifies that its prices were independently arrived at and without collusion. Penalties for participation in anticompetitive practices are prescribed in AS 36.30, and include, but are not limited to, rejection of the offer, suspension, debarment, civil and/or criminal prosecution.

## **20. PENALTY FOR FALSE STATEMENTS**

(a) The penalty for false statements or misrepresentations in connection with matters relating to University of Alaska procurements or contracts is prescribed in AS 36.30.687. "Misrepresentation," as used here means a false or misleading statement of material fact, or conduct intended to deceive or mislead concerning material fact, even though it may not succeed in deceiving or misleading.

(b) The penalty for making false statements in bids or offers relating to federal procurement matters is prescribed in 18 U.S.C. 1001.

## **21. CERTIFICATION OF PROCUREMENT INTEGRITY**

By submitting its bid/offer, the Bidder/Offeror certifies it has no knowledge of any violation of any provisions of or regulations implementing the Office of Federal Procurement Policy Act (41 U.S.C. 423) applicable to activities related to this bid/offer by any of its officers, employees, agents, or representatives covered by that Act.

## **22. DRUG FREE WORKPLACE**

To the extent that any facilities, equipment, vessel or vehicle to be provided under this bid/offer is to be used as a place of work by University of Alaska employees, the Bidder/Offeror certifies that it does and will maintain such place of work as a drug free workplace in compliance with the Drug Free Workplace Act of 1988 (P.L. 100-690) subject to all the sanctions and

penalties in that Act. To this end the Bidder/Offeror represents that it is in compliance with the requirements of the clause prescribed by the Federal Acquisition Regulations (FAR) 52.223-5. (A copy of the FAR 52.223-5 clause is available from the office issuing this solicitation upon request.)

### 23. BIDDER/OFFEROR CERTIFICATION AND REPRESENTATION SIGNATURE

(a) The bidder/offeror certifies that it is entitled to the procurement preferences indicated below. Bidder/offeror shall list the items to which each product preference applies in the blank spaces following each indicated product preference.

(1) Bidder Preference

- ☐ 5% Alaska Bidder Preference (AS 36.30.170)
- ☐ 10% Alaska Employment Program Preference (AS 36.30.170(c))

(2) Product Preference

- ☐ 3% Class I Alaska Product Preference, (AS 36.30.332)  
Items: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- ☐ 5% Class II Alaska Product Preference, (AS 36.30.332)  
Items: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- ☐ 7% Class III Alaska Product Preference, (AS 36.30.332)  
Items: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- ☐ 5% Recycled Product Preference, (AS 36.30.339)  
Items: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(b) The bidder/offeror represents that it is entitled to claim said preferences in accordance with the provisions of Alaska Statute 36.30 State Procurement Code. (Also see INSTRUCTIONS TO BIDDERS.)

(c) The bidder/offeror acknowledges and agrees that if a proposed procurement under this solicitation is supported by federal funding, AS 36.30 bidder and product preferences are not applicable and shall not be considered in evaluation of bids/offers.

### 24. BIDDER/OFFEROR CERTIFICATION AND REPRESENTATION SIGNATURE

By signing below, the Bidder/Offeror represents that all of its statements, certifications, and representations, and other information supplied herein are true and correct as of the date of submittal of this bid/offer.

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

**BIDDER/OFFEROR:** \_\_\_\_\_  
(Type or Print Company Name and Address of Bidder/Offeror)

**Version: March 2018**

**END K. REPRESENTATIONS, CERTIFICATIONS, AND STATEMENTS OF OFFERORS**

**L. LIST OF RFP APPENDICES****APPENDIX 1: CURRENT DINING PROGRAM INFORMATION**

Reference the electronically provided Microsoft Excel file, titled "P19-004 Appendix 1- Current Dining Program Information"

**APPENDIX 2: DINING PROGRAM PATRON 15 MINUTE COUNT**

Reference the electronically provided Microsoft Excel file, titled "P19-004 Appendix 2- Dining Program Patron 15 Minute Count"

**APPENDIX 3: CAMPUS MAP AND FLOOR PLANS FOR DINING FACILITIES**

Reference the electronically provided Adobe PDF file, titled "P19-004 Appendix 3- Campus Map and Floor Plans for Dining Facilities"

**APPENDIX 4: TERMS OF AGREEMENT FOR CAMPUS DINING**

Reference the electronically provided Adobe PDF file, titled "P19-004 Appendix 4- Terms of Agreement for Campus Dining".

**APPENDIX 5: TERMS OF AGREEMENT FOR AAC DINING**

Reference the electronically provided Adobe PDF file, titled "P19-004 Appendix 5- Terms of Agreement for AAC Dining."

**END L. LIST OF RFP APPENDICES**



**M. LIST OF RFP ATTACHMENTS****ATTACHMENT 1: FINANCIAL WORKBOOK**

Reference the electronically provided Microsoft Excel file, titled "P19-004 Attachment 1- Financial Workbook". Per Section E. CHECKLIST OF REQUIRED SUBMITTALS, completion of this attachment is required of all offerors.

**ATTACHMENT 2: STAFFING WORKBOOK**

Reference the electronically provided Microsoft Excel file, titled "P19-004 Attachment 2- Staffing Workbook". Per Section E. CHECKLIST OF REQUIRED SUBMITTALS, completion of this attachment is required of all offerors.

**ATTACHMENT 3: EMPLOYEE BENEFITS WORKSHEET**

Reference the electronically provided Microsoft Excel file, titled "P19-004 Attachment 3- Employee Benefits Worksheet". Per Section E. CHECKLIST OF REQUIRED SUBMITTALS, completion of this attachment is required of all offerors.

**ATTACHMENT 4: PERFORMANCE SCORECARD**

Reference the electronically provided Microsoft Excel file, titled "P19-004 Attachment 4- Performance Scorecard". Per Section E. CHECKLIST OF REQUIRED SUBMITTALS, completion of this attachment is required of all offerors.

**END M. LIST OF RFP ATTACHMENTS**

**N. BONFIRE SUBMISSION INSTRUCTIONS**

Offerors shall follow these instructions to submit via the BONFIRE Public Portal.

**1. PREPARE YOUR SUBMISSION MATERIALS:****REQUESTED INFORMATION**

Name	File Type	# Files	Requirement Status
Completed and Signed Section J- Proposal Transmittal & Compliance Form	PDF (.pdf)	1	Required
One (1) Technical Proposal, In Accordance with Section G. Proposal Evaluation And Award	PDF (.pdf)	Multiple	Required
Evidence of Qualifications as specified in Section G. Proposal Evaluation And Award.	PDF (.pdf)	Multiple	Required
Signed Copy of Any/All RFP Amendments Issued	PDF (.pdf)	Multiple	Required If Issued
Alaska Business License (If applying for Alaska Bidder Preference)	PDF (.pdf)	1	Optional
Completed and Signed Section K- Representations, Certifications, and Statement of Offerors	PDF (.pdf)	1	Required
Letter of Intent to meet insurance requirements specified in Sections H and I of this RFP.	PDF (.pdf)	1	Required
Completed P19-004 Attachment 1 – Financial Workbook	Excel (.xls, .xlsx)	1	Required
Completed P19-004 Attachment 2 – Staffing Workbook	Excel (.xls, .xlsx)	1	Required
Completed P19-004 Attachment 3 – Employee Benefits Worksheet	Excel (.xls, .xlsx)	1	Required
Completed P19-004 Attachment 4 – Performance Scorecard	Excel (.xls, .xlsx)	1	Required

**REQUESTED DOCUMENTS:**

Please note the type and number of files allowed. The maximum upload file size is 1000 MB.

Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

**2. SUBMISSION UPLOAD LINKS:**

**2.1** Offerors submitting proposals for all of campus (including the Alaska Airlines Center) shall submit proposals using the following link: <https://uaa.bonfirehub.com/opportunities/11894>

**2.2** Offerors submitting proposals for only the Alaska Airlines Center shall submit their proposals using the following link: <https://uaa.bonfirehub.com/opportunities/12085>

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **Jan 22, 2019 2:00 PM AKST**. We strongly recommend that you give yourself sufficient time and **at least ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.

**N. BONFIRE SUBMISSION INSTRUCTIONS (CONT.)****IMPORTANT NOTES:**

Each item of Requested Information will only be visible after the Closing Time.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

**NEED HELP?**

University of Alaska uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at [Support@GoBonfire.com](mailto:Support@GoBonfire.com) for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>

**END N. BONFIRE SUBMISSION INSTRUCTIONS**