



UNIVERSITY *of* ALASKA ANCHORAGE

REQUEST FOR PROPOSAL (RFP) NO. P19-010

MATANUSKA-SUSITNA COLLEGE

FOOD SERVICE CONCESSION OPERATION

DELIVER PROPOSALS ELECTRONICALLY TO:

University of Alaska Anchorage Procurement Services
Via the BONFIRE PORTAL
(See Instruction on Page 48)

PROPOSALS MUST BE RECEIVED NO LATER THAN:

Tuesday, July 23, 2019 at 2:00 PM, Alaska Standard Time
Proposals are not subject to public opening.

CONTACT FOR RFP INQUIRIES:

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Contracting Officer, Procurement Services
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PRE-PROPOSAL MEETING: None Scheduled

Hard printed copies are available at UAA Procurement Services Office, University Center, Ste 108, 3901 Old Seward Hwy, Anchorage, AK, at a nominal price to cover reproduction costs.

Issue Date: Thursday, June 27, 2019

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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 must submit their technical and price proposals to the University of Alaska via the Bonfire electronic portal. Submissions instructions are on page 48.

(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) 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.

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

(e) 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.

(f) 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:

See the cover page of this RFP.

4. PERIOD FOR ACCEPTANCE OF PROPOSALS:

The proposal shall remain valid for at least ninety (90) 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 soon enough to allow a reply to reach all prospective Offerors before the submission of their proposals.

(b) Written questions must be submitted to the University of Alaska via the email address 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 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 email 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

C. UA INSTRUCTIONS TO OFFERORS (CONT.)

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.

(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 nonresponsibility with respect to the Offeror.

C. UA INSTRUCTIONS TO OFFERORS (CONT.)

(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 nonresponsible 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 five (5) 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).

16. PROTEST:

(a) An interested party may protest an award under this Request for Proposals to the Procurement Officer not later than five (5) 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. UA INSTRUCTIONS TO OFFERORS (CONT.)

(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.

(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

C. UA INSTRUCTIONS TO OFFERORS (CONT.)

responsive and responsible Offeror after an Alaska bidder's preference of five (5) percent has been applied.

(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 AS 32.11 and all partners are residents of the state; and (5) if a joint venture, is composed entirely of ventures that qualify under (1) - (4) 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 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. MULTIPLE OR ALTERNATE OFFERS: Unless specifically allowed, multiple or alternate offers shall be deemed nonresponsive and shall be rejected.

2. 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.

3. 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.

4. 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 "Company/Offeror's name" terms and conditions attached, UAA's terms, conditions and all provisions of this proposal will prevail."

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: Only those instructions or items marked with an (X) are applicable to this procurement.

X	The Proposal Transmittal and Compliance Form is to serve as the cover sheet for the Offeror's Technical Proposal. The Proposal Transmittal and Compliance Form must be signed and properly filled out and submitted with Technical Proposal.
X	A technical proposal which satisfies the requirements of P19-010.
X	A completed Price/Cost Schedule (P19-010 pg. 35).
X	A Completed Representations, Certifications, and Statements of Offerors (P19-010 pgs. 37-41).
X	If applying 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: Instructions to Offerors, Items 23 and 24.
X	All amendments requiring acknowledgment shall be acknowledged in the space provided on the Proposal Transmittal and Compliance Form and by submitting the signed Amendment Sheet with the proposal.
X	<p>Electronic Submission of all documentation is required via the following method:</p> <ul style="list-style-type: none"> BONFIRE Portal: Submission Instructions on Page 48 <ol style="list-style-type: none"> List of Documents (Required and Optional) Hyperlink for Uploading Offeror Documents

END E. CHECKLIST OF REQUIRED SUBMITTALS

F. SCOPE OF WORK

BACKGROUND INFORMATION

The University of Alaska is a public corporation established by the Constitution of the State of Alaska as the single statewide public university system. It is governed by an eleven member Board of Regents, appointed by the Governor of the State of Alaska. The direct administration of the University of Alaska is vested in the President of the University, who is appointed by the Board of Regents. It represents a statewide system of higher education that consists of three regional universities, including eleven lower division college centers, and various extensions and research sites.

The University of Alaska Anchorage (UAA) is the largest and most comprehensive of three main campuses. UAA is dedicated to fulfilling its mission by serving the people of Alaska through instruction, research, and public service.

The Matanuska-Susitna College (MSC), an extended college of UAA, is located on Trunk Road, between Wasilla and Palmer Alaska, the two largest communities in the Matanuska-Susitna Valley. The physical address is 8295 E. College Drive, Palmer, AK 99645. A modern 103,000 square foot facility houses the majority of the education activities on campus. MSC offers associate and baccalaureate degree programs.

The average MSC enrollment is 1,500 full-time and part-time students each semester. There are no residence halls and all students are commuters. MSC employs approximately 160 faculty and staff. The food service concession at MSC has normally operated during the months of August through May, during registration, and the fall and spring semesters. The concession is closed for business during regularly scheduled MSC holidays.

The estimated annual gross sales receipts (based on prior performance) for the food service concession is between \$100,000.00 to \$150,000.00. The University operates on a Fiscal Year basis, from July 1 through June 30 of each year. In Fiscal Year 2017, gross sales were \$118,000; in Fiscal Year 2018, gross sales were \$135,000.

PROPOSED TIMELINE OF RFP PROCESS

The timeline set out herein represent 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, through June 30, 2020, with the option for four (4), one year renewal periods at the University's sole determination.

The anticipated RFP process schedule is as follows:

- Issue RFP: Thursday, June 27, 2019
- RFP Response deadline and opening of offers: Tuesday, July 23, 2019
- Proposal Evaluation Committee begins evaluation: Thursday, July 25, 2019
- Notice of Intent to Award issued: Monday, August 12, 2019
- Contract starts: Monday, August 26, 2019

1. REQUIRED GOODS/SERVICES

UAA is soliciting competitive proposals from qualified vendors to establish a single, multi-term non-personal service contract to operate a limited food service and espresso concession at MSC, located at 8295 E. College Drive in Palmer, Alaska. The successful Contractor shall furnish all labor, materials and services necessary to operate the limited food service and espresso concession in strict accordance with the specifications, provisions, terms, and conditions, of this proposal.

The purpose of the concession is to provide a variety of nutritious quality snacks and meals, with fast service and competitive prices on-site for students, faculty, staff, and guests at MSC.

The Contractor shall furnish all labor, materials, resources and services necessary to perform the food service and espresso concession requirements. The Contractor shall comply with federal, state, and local regulations and applicable

F. SCOPE OF WORK (CONT.)

industry standards, in strict accordance with the specifications, provisions, terms, and conditions of this Proposal. Mat Su College will not be involved in ownership, licensing, or management of the concession.

The Contractor may be considered for catering services, but will not have exclusive rights to any catering requirements. Catering service requirements are event driven with different requirements and will be handled separately from any contract resulting from this solicitation

In accordance with Alaska Department of Environmental Conservation (DEC) policy, a limited food service operation is one that primarily entails the re-heating of pre-prepared foods; minimal food handling; use of single service utensils, condiments and portions; limited cooking (frying, boiling, etc.) is permitted on site; minimal amounts of ware washing. All items catered to the facility must be prepared in a DEC licensed kitchen.

2. REVENUE: In lieu of rent, the Contractor shall provide MSC compensation based on a percentage of gross sales. Gross Sales is defined as total sales prior to sales discounts, sales returns and allowances. Gross Sales does not include operating expenses, cost of goods sold, payment of taxes, or any other charges.

3. MSC PROVIDED EQUIPMENT AND FACILITIES: An approximate floor plan of the concession area is located in Section N. The area is comprised of Rooms 112B and 112C and common area 112. The dining area is approximately 1,650 square feet with a seating capacity of 80. The kitchen is approximately 240 square feet. There is approximately 250 square feet of storage area.

The following equipment is available for use by the Contractor at the MSC Food service Concession:

- | | |
|--|---------------------------------------|
| 1. Refrigerated Display Case 2 Door 36 cu.ft. | 10. Refrigerated Salad Bar, 5' |
| 2. Sandwich Unit Deli Top - 5 Ft. | 11. Work Table Counter, 24" x 24' |
| 3. Refrigerator - 2 door, 48 cu. Ft. | 12. Soda Dispenser (vendor supplied) |
| 4. Freezers, two each, 2 door, 48 cu. ft. | 13. Prep Sink/Garbage Disposal/Tables |
| 5. Work Table, 48" x 30" | 14. Refrigerator – 1 door 23 cu. ft. |
| 6. Three Basin Stainless Steel Sink, hand sink | 15. Ice Machine |
| 7. Shelving Units, 6 each, 6' x 4' | 16. Freezer – single door, 23 cu.ft. |
| 8. Char grill | 17. Bunn Coffee Maker |
| 9. Gas Range, 4 burner with oven | 18. Freezer – two door, 48 cu.ft |

4. CONTRACTOR OWNED EQUIPMENT: Additional equipment may be supplied by the Contractor, if approved by the Contract Administrator. All Contractor supplied equipment shall be UL Approved commercial grade appliances. The Contractor shall be fully responsible for any damage to, vandalism of, or theft of its equipment. MSC shall not be responsible for any damage, vandalism or theft or any other malicious activity that may occur to Contractor's equipment.

5. HOURS OF OPERATION:

- 5.1 Fall and spring semesters each contain approximately 90 working days. The fall semester typically occurs from the last week of August through mid-December and the spring semester typically occurs from the first week of January through the first week of May.

The Contractor is required to operate the food service concession daily during the following hours:

Monday through Thursday: Between the hours of 8:30 a.m. – 7 p.m.

Friday: Between the hours of 8:30 a.m. – 1:30 p.m.

Saturday and Sunday: Closed

MSC is open to the possibility of extending hours and may consider a reduction in hours, provided the Contractor can substantiate the necessity to do so.

Although not required at present, the University may desire to amend a contract resulting from this RFP to include a summer schedule at a future time. Cost for any added services will be pre negotiated prior to implementation.

No service is required on the following MSC specified holidays. All dates will be confirmed by Contract Administrator:

Labor Day

F. SCOPE OF WORK (CONT.)

Thanksgiving Day and the day after

Christmas-New Year's (Closure from Christmas day to January 2)

Martin Luther King Day

Spring Break (1 day)

Memorial Day

- 5.2 Food service is generally closed during semester breaks and registration. However, MSC will consider reduced hours, if the Contractor requests it. Operation of food service concession during any additional hours not listed herein may be negotiated between the Contractor and MSC.

6. MENU: The primary intent of the MSC concession is to provide a variety of quality foods at reasonable prices to all individuals on campus, MSC desires a concessionaire who strives to provide a variety in the menu options.

- 6.1 The Contractor shall provide a standard menu, which details proposed selections, prices, and daily availability. It is preferred that menu information include portion sizes and information about nutritional value.

- 6.2 Quality of Food: The menu must meet USDA nutritional requirements and be based upon a standard recipe system. All foods, drinks, beverages, confectionery, refreshments, and other products sold or kept for sale shall be first quality and shall conform in all respects to all federal, State of Alaska, Mat-Su Borough and DEC laws, ordinances, and regulations. All Items kept on hand shall be stored and handled with due regard for sanitation. All Items kept for sale shall be subject to inspection by the Contract Administrator and any regulatory agency.

- 6.3 MINIMUM MENU REQUIREMENTS:

Mornings (8:30 a.m. - 11:30 a.m.): Generally accepted breakfast beverages and breakfast foods.

Lunch/Dinner (11:30 a.m. - 7:00 p.m.): Beverage service and generally accepted lunch/dinner foods including entree', side orders and desserts.

At least one varying "Special of the Day" on a daily basis that is discounted compared to the normal menu price.

- 6.4 The Contractor may not install separate juice, soda or snack/candy vending machines, as these items are vended on campus. Any coffee, tea, hot chocolate or other related hot drinks shall be sold with appropriate hot drink lid and container.
- 6.5 MSC's Contract Administrator shall approve any requested changes in the menu, food portions and/or price adjustments. Requests shall be submitted a minimum of thirty days prior to the requested effective date.
- 6.6 As a matter of general policy, prices shall be competitive with those charged at comparable restaurants and snack stand facilities in the Mat-Su Valley for the same quality product. Prices must be posted on display in the food service area.

7. SUPPLY INVENTORIES: The Contractor shall be responsible for product and supply inventories. Inventories shall not fall below acceptable levels that assure non-interruption of sales due to lack of goods.

8. TRANSACTIONS: The Contractor must process all sales transactions through a point of sale machine that records any cash, check, or debit/credit, or Wolf Card sales.

9. PAYMENT: Monies from the fixed percentage of gross receipts, and other monies due to MSC shall be paid on a monthly basis in no case later than the tenth (10th) of the month. Gross receipts includes any catering or other activity where the college facilities and/or equipment is used. A statement from the vendor showing the previous months' sales must be included with the payment. Failure to make payments on a timely basis shall be grounds for default for non-performance. In no event will MSC negotiate alternate payment schedules.

10. CUSTOMER SATISFACTION:

- 10.1 Quality of Customer Service: MSC requires that all services offered to customers be courteous, responsive and friendly. The Contract Administrator shall have the right to review the behavior of Contractor personnel toward customers and request that undesirable behavior and practices be discontinued or remedied.
- 10.2 The Contractor shall constantly endeavor to improve the operations with a view toward developing maximum gross receipts potential and service to customers.

F. SCOPE OF WORK (CONT.)

Evaluation: Periodically MSC may provide evaluation forms to the consumers of the food service facility to measure customer satisfaction. Consumers may be asked to evaluate the price, quality of the food service, or other qualitative factors on the concessionaire, and they may offer suggestions for improvement or desired additions. The Contract Administrator will review the results of the survey with the Contractor.

In the event that 40% or more of the respondents evaluate the concessionaire as poor in any area, The Contractor will be given the opportunity to correct the problem. If the problem persists after re-evaluation, The Contractor may be terminated for cause.

11. USE AND CARE OF FACILITIES:

11.1 The Alaska Department of Environmental Conservation defines the MSC kitchen as a full-service establishment. Any Items catered to the facility must be prepared in a licensed kitchen.

11.2 The Contractor shall be responsible for equipment and premises provided by MSC for operation of the food service concession. Equipment and premises shall receive routine care and cleaning normally given food service equipment and facilities, in accordance with provisions of Alaska Department of Environmental Conservation 18 AAC 31 "Food Service Regulations" and other pertinent referenced codes (fire, building, sanitation, mechanical, etc.), and at the frequency called for according to manufacturers' specifications to ensure proper operation and functioning.

Repair of equipment or facilities by the Contractor is strictly prohibited. Repair is defined as any non-routine procedure in excess of routine maintenance. Maintenance does not include overhaul or "non-routine" repair. Barring abuse or misuse by the Contractor or its employees, MSC will be responsible for repairs of MSC provided facilities and/or equipment. Any unauthorized repairs made by the Contractor will be at the Contractor's full expense. The Contractor shall be liable for any damages caused by an unauthorized Contractor repair or repairs due to misuse or abuse.

11.3 MSC shall provide all food service facilities and equipment in good, operable condition. The Contractor will vacate facilities and equipment, at the term of each use period, or at the end of the contract, in the same condition, normal wear and tear excluded. The Contractor shall bear the full responsibility for damages to equipment owned by the Contractor, or equipment provided by MSC, caused by the negligent operation of facilities or misuse by the Contractor.

11.4 MSC reserves the right to use the food service facilities for special events, but must provide 10-day notice prior to the event. MSC will be required to return the area to the state in which it was received or the Contractor may charge a \$10.00 per hour cleaning charge with a maximum of \$50.00 charge without prior approval. If the estimated cost to clean is higher than \$50.00 then the Contractor must provide an estimated time for cleaning and get approval from the contract administrator prior to the cleaning.

11.5 MSC shall furnish, without charge, all existing electricity, water and drainage service. Telephone service may be provided but at the full expense of the Contractor.

11.6 Eating Area: It is the Contractor's responsibility to keep tables clean and place all waste in trash receptacles. The tables shall be cleared off, thoroughly disinfected and wiped down regularly. The Contractor shall clean tables, chairs, floors, trashcan exteriors, and the area microwave as required throughout the day to maintain proper sanitary conditions. Trash shall not be removed from tabletops and placed on floors. MSC shall be responsible for emptying trash receptacles in the seating area, maintaining the floors (i.e. vacuuming, etc.) and cleaning the microwave oven located on the front counter.

11.7 Kitchen: All refuse and waste materials created by the Contractor's operations shall be promptly disposed of at the end of business each day. The Contractor shall keep food waste in closed containers until it is removed from the food service area, on a daily basis. The Contractor shall properly dispose of grease off campus. The Contractor shall take all waste to the MSC supplied dumpster located behind the Jalmar Kertulla Building. All boxes must be flattened prior to placement in the dumpster. The Contractor is responsible for all cleaning supplies and paper products required in the kitchen. The Contractor shall ensure that the kitchen area is thoroughly cleaned, including the grease trap, floor, and behind all equipment. The Contractor shall also thoroughly clean the kitchen area prior to any annual breaks or upon termination of the contract. MSC is working toward becoming a "green" campus, and the Contractor is requested to recycle waste cooking oil through a recycling entity.

F. SCOPE OF WORK (CONT.)**12. CLEANING STANDARDS AND PRACTICES:**

- 12.1 Daily Cleaning, Kitchen: The Contractor shall complete daily floor scrubbing to remove food and food grease. The Contractor shall clean doors and applicable surfaces to remove grease and food soil
- 12.2 Weekly Cleaning, Kitchen: The Contractor shall complete weekly cleaning of the grease trap, exhaust hood, and filter.
- 12.3 General Cleaning, Kitchen: The Contractor shall maintain a clean, soil free vinyl floor, with a gloss finish. The Contractor shall break down appliances to remove food, and remove any baked-on food residue from under burners, inside the oven, and/or the surfaces of appliances. Walls in proximity to cooking areas and appliances shall be kept free of grease and food.
- 12.4 Daily Cleaning, Food Service Area: The Contractor shall clean tables, chairs, floors, trashcan exteriors, and the area microwave as required throughout the day to maintain proper sanitary conditions.

13. CONTRACTOR RECORDS AND AUDITS: The Contractor shall keep full and complete records of the food concessions sales operations. The Contractor shall submit a monthly statement of gross sales to the Contract Administrator no later than the tenth (10th) day of each month covering the entire proceeding month. This statement shall contain information as required and be signed by an executive officer of the firm or its designee. A statement certifying the sales for each month throughout the period from July 1 through June 30th is required by July 10th of each year. If requested, MSC shall have access to the Contractor's records relative to purchases and sales, including annual income tax filings.

The Contract Administrator reserves the right to audit the Contractor's records, at any time. The Contractor shall make available, as requested, employee, payroll records, training records, invoices for materials, books of accounts and other relevant records pertinent to this contract for the purpose of inspections and audit. The Contractor shall retain the contract related records for a period of six (6) years after the performance of the services.

14. SANITATION:

- 14.1. Contractor shall comply with all applicable health codes. Copies of inspections must be sent to the MSC Contract Administrator. This includes any necessary health certifications for employees and concession operations.
- 14.2. Contractor will be responsible for establishing, implementing and enforcing a sanitation program, which must be documented and will indicate methods to ensure compliance with the following minimum requirements:
 - a. Cleanliness/personal hygiene of employees, including clothing;
 - b. Regular inspection of food service concession facilities;
 - c. Policies to guarantee sanitary working and eating areas;
 - d. A program to control and discard leftovers.

15. CASH: The Contractor shall have sufficient cash on hand for daily operations. MSC will not provide change for students or Contractor for Food Services. MSC will not provide a secure area for storing cash.

16. MSC CONTRACT ADMINISTRATOR: MSC will appoint a Contract Administrator. Except as otherwise specified herein, the Contractor's Contract Manager will be responsible for coordinating all matters pertaining to the resultant contract with the MSC Contract Administrator. The MSC Contract Administrator shall act on behalf of MSC with respect to all aspects of resulting contracts. Except as otherwise specified herein the Contractor's Contract Manager will be responsible for coordinating all matters with the MSC Contract Administrator. The MSC Contract Administrator shall have complete authority to require the Contractor to comply with all provisions of the contract. The Contractor shall strictly and promptly follow the instructions of the MSC Contract Administrator.

- 16.1. The MSC Contract Administrator is empowered to make changes related to temporary increases or decreases for services with existing pricing established as a result of this proposal or subsequent negotiation, this without a formal contract modification. The Contract Administrator and Contractor's Contract Manager shall determine which method of communication shall be used for these temporary changes. Communication may be verbal followed up with a written request for the increase or decrease in service. All suspensions or additions of service initiated by the Contract Administrator, or designee, shall be binding on MSC and the Contractor. Formal contract modifications will not be issued for frequent temporary changes. Formal contract modifications will be issued for

F. SCOPE OF WORK (CONT.)

suspensions of service greater than 60 days, permanent additions in service, and permanent changes in frequency.

- 16.2. The MSC Contract Administrator has no authority to change the terms and conditions of the contract. Only the UAA Procurement Department has the authority to change the terms and conditions by issuance of written Change Order/Modifications to the Contract. The UAA Director of Procurement Services, or designee, shall be Contract Administrator for any formal changes in service, frequency, or performance issues.

17. CONTRACT MANAGER: The Contractor shall assign a full-time (40 hours per week) Contract Manager(s) who shall be available on a daily basis for communications and coordination of food service functions and quality control with the MSC's Contract Administrator. The Contract Manager shall have full authority to act for the Contractor in all matters relative to the performance of any contract. The Contract Manager shall be the customer service manager.

The Contract Manager will be required to meet with the Contract Administrator when necessary, discuss any deficiencies in performance, or other matters of concern to both parties. Deficiencies shall be dealt with in accordance with the provisions contained herein. The Contract Manager, or designee, shall have, maintain, and check daily an e-mail address to facilitate prompt resolution of problems.

The Contract Manager shall be adequately trained in the compliance of all applicable Federal, State and Local laws and regulations regarding materials and operations that may be encountered in the performance of the contract.

18. SUPERVISORS: The Contractor shall provide sufficient qualified supervision for the contract to insure compliance with the performance standards and task frequencies: to physically inspect, correct deficiencies, monitor, assure quality standards and supervise Contractor employees, ensuring adherence to the food services schedule. The Supervisor shall have full authority to act for the Contract Manager. The work schedule of the Supervisor shall be approved by the MSC Contract Administrator. At the end of each work shift, The Contractor shall inspect the entire work area to ensure that all work is complete, all necessary doors and windows are locked, and lights are turned off.

- 18.1 Supervisors must be fluent in the English language. Fluency is defined, for these purposes, as the ability to speak, read and write the English language to be easily understood. This requirement is essential to facilitate necessary communications between the Supervisor and the Contract Administrator.
- 18.2 Supervisors require the approval of the Contract Administrator. A detailed resume shall be submitted prior to the assignment of any new or replacement personnel to this Contract for approval by the Contract Administrator.
- 18.3 Supervisors shall be responsible for the management and scheduling of all work to be performed under this Contract. Supervisors shall be responsible for the conduct and performance of all Contract employees while on MSC property.
- 18.4 The supervisors shall be responsible for the conduct and performance of all Contractor employees while on MSC property. The Contractor's supervisors are responsible for enforcing the Employee Conduct guidelines.

19. EMPLOYEES

- 19.1 The Contractor shall employ a sufficient number of trained personnel to adequately perform all contract obligations.
- 19.2 The Contract Manager shall maintain a list of all employees and social security numbers. These records shall be available to MSC at all times. A complete personnel listing shall be delivered to MSC's Contract Administrator each time Contractor hires, adds and/or terminates an employee who will be performing duties on campus.
- 19.3 Contractor agrees that all persons working for or on behalf of Contractor whose duties bring them upon MSC premises shall obey all policies and regulations established by the University of Alaska and shall comply with all reasonable directions of MSC's designated representative.
- 19.4 The Contractor shall be responsible for the conduct and performance of all its employees while on MSC property. Contractor agrees to take all necessary measures to prevent injury to persons while on MSC's premises.
- 19.5 All Contractor employees shall be able to receive and transmit written and verbal communication in the English language. All employees must be eligible to work in the U.S. under INS requirements.

F. SCOPE OF WORK (CONT.)**20. TRAINING:**

- 20.1. By responding to this solicitation, The Contractor certifies that each employee, prior to being assigned to this contract, will be adequately trained in the proper use of chemicals, supplies, and equipment used in the performance of services. Additionally, that each employee shall be adequately trained in the use of hazardous materials, or materials that can be made hazardous through improper usage that may be used under this contract. The Contractor shall conduct adequate training in safe work procedures and practices. Such training shall include ensuring that all employees know the location of fire alarms, and be made familiar with evacuation routes in the event of an emergency.
The Contractor shall include a description of the formal training provided to its employees in the Quality Control Program submitted to the Contract Administrator. These requirements shall apply equally to the Contractor's pool of available substitute service workers, and Supervisors.
- 20.2. The Contract Administrator has the right to disallow the use of any Contractor employee that is deemed to be inadequately trained in food service, the proper usage of supplies and equipment, and in matters of safety.
- 20.3. An adequate training program should include, but not be limited to the following:
Introduction to MSC's Policies and Procedures;
The provisions of this contract (with emphasis on Contractor employee's conduct & safety);
First Aid and CPR;
Chemicals (proper usage and hazards);
Hazmat awareness training (haz. com);
Performance Standards and Schedules;
Emergency procedures.

21. EMPLOYEE CONDUCT: The Contractor shall be responsible for the conduct and performance of all the Contractor's employees while on MSC property. Any employee whose conduct is objectionable or who does not meet qualifications set forth in the contract may be immediately removed or barred from MSC premises. MSC may also require removal of any worker from the work areas whose continued employment on the premises is deemed contrary to the public or MSC's best interests. The Contractor's supervisors are responsible for enforcing the following:

- 21.1 MSC is a "Drug-Free Workplace." The Contractor's management and employees shall not use controlled substances not prescribed for them, nor illegal substances. Contractor's employees appearing to be under the influence of alcohol or drugs shall not be permitted on MSC property.
- 21.2 Business solicitations from the Contractor or Contractor's employees soliciting additional private business from building occupants is prohibited. This also prohibits notes or advertisements posted on bulletin boards.
- 21.3 Any employee whose conduct is objectionable or who does not meet qualifications set forth in the contract may be immediately removed or barred from MSC premises. MSC may also require removal of any worker from the work areas whose continued employment on the premises is deemed contrary to the public or MSC's best interests.
- 21.4 The Contractor's employees shall not be accompanied by acquaintances, family members, or any other person unless said person is an authorized Contractor employee performing work under the contract, in work areas or on the premises.
- 21.5 The University of Alaska is a No-Smoking establishment. Smoking is prohibited in all buildings.
- 21.6 Contractor's employees shall not use MSC telephones for personal calls. MSC telephones shall not be used for any toll or long distance calls.
- 21.7 The Contractor shall insure that none of its employees scavenge any item from MSC. This shall include, but not be limited to items to be placed in, or already in trash containers, or dumpsters. The Contractor shall include this as a point of new employee orientation and or training.

22. EMERGENCIES: In the event that the Contractor encounters an emergency situation he shall take immediate, prudent and reasonable action as necessary to safeguard MSC's property and personnel, and the Contractor's employees. Such action shall include, but not be limited to calling the Palmer Fire and/or Police Departments at 911, and notification to the Contract Administrator, 745-9723, or designee, as soon as possible.

F. SCOPE OF WORK (CONT.)

23. SAFETY: The Contractor shall conduct safety inspections. The Contractor shall have an active and effective safety program and demonstrate that it has a history of safe work practices, that regular safety education is given to its employees, and that all federal, state, and local regulations, policies, procedures, and safety mandates are complied with and properly documented.

- 23.1 Safe Work History: The Contractor shall maintain an excellent record of safety. For companies with 10 or more employees, The Contractor must document ratings for Lost Time Incident Rate and Lost Time Severity Rate (OSHA Form 300A Summary) and submit the previous year's 300A form to the UAA Contract Administrator for review prior to each contract renewal.
- 23.2 Written Safety Program: The Contractor will have a written safety program or employee handbook that contains the safety policies governing general safety rules, hazard communication, personal protective equipment, fall protection and a range of potentially hazardous job site conditions. The Contractor will have trained its employees on this policy or handbook. The Contractor will have an ongoing safety-training program to continuously educate employees on safety issues and to fulfill the federal, state, and local training requirements. Contractor may be periodically required to provide proof of an ongoing and viable safety program.
- 23.3 Federal Requirements: Contractor must comply with OSHA and Alaska OSH training and hazard communication requirements, i.e., company policy, training brochures, training program overviews, minutes of training program/meetings, professional/trade or union safety training requirements and certifications.
- 23.4 In accordance with A.S. 18.60, The Contractor shall acquire, file and maintain up-to-date records pertaining to Material Safety Data Sheets for substances and products used by the Contractor on MSC premises. The Contractor shall assume full responsibility for conformance with the law concerning Contractor's employees. The Contract Administrator or designee may request copies of any Material Safety Data Sheets for substances used on MSC premises. These sheets must be available on-site.
- 23.5 The Contractor shall exercise care to ensure that vehicles or equipment do not damage campus property or grounds. Any damage caused by the Contractor shall be repaired by MSC's Physical Plant at the expense of the Contractor.
- 23.6 The Contractor shall be familiar with and operate within guidelines set forth by the Occupational Safety and Health Act and all Borough or State regulations, which affect food service operations. The Contractor will ensure that all employees assigned to MSC are knowledgeable of the current guidelines/regulations affecting food service operations. These guidelines/regulations include but are not necessarily limited to Hazard Communication Program and Blood borne Pathogen Regulations.
- 23.7 The Contractor shall exercise care not to damage carpets with cleaning chemicals or liquids leaking from trash bins. Any carpet determined damaged by the Contractor will be repaired/replaced by MSC at the sole expense of the Contractor. Trash shall be transported through buildings in secondary containers, (not just trash bags to prevent accidental leaks.
- 23.8 In case of potential fire hazards contact the Physical Plant at radio # 745-9789. If no contact is made, the fire department shall be telephoned at 911 for emergencies that warrant attention.

24. SECURITY: Contractor shall be responsible for the security of MSC property in each service area.

- 24.1 The Contract Manager shall immediately notify the Contract Administrator in writing of any termination or transfer, and shall immediately obtain and void all identification badges, MSC keys, and collect any uniforms issued. In the event that an identification badge, key, or uniform is not retrieved, The Contractor shall immediately notify the Contract Administrator.
- 24.2 The Contractor shall take all measures necessary to ensure its employees comply with all applicable Federal, State and local rules, laws and regulations, and the security rules and regulations of MSC, including, but not limited to the following security standards at all times:

Locked Areas: All doors normally closed and locked shall be closed and locked at all times. No rooms shall be left unattended with doors open and unlocked. At the Contract Administrator's discretion, failure to comply with this requirement may result in a \$100.00 assessment against the Contractor. There may be occasions where Contractor is responsible for keeping interior doors locked or unlocked based on utilization and demand. These will be by written requests from the Contract Administrator to the contract manager on a case per case basis.

F. SCOPE OF WORK (CONT.)

Security Systems: Security and alarm systems are located in Campus buildings. An orientation to alarms will be conducted by the Contract Administrator before contract work begins. If alarms are accidentally sounded by Contractor employees or activity, and Fire Department, Police or MSC personnel respond by arriving at MSC locations, Contractor is responsible for any costs generated because of the false alarm.

Doors and Windows: All exterior/interior doors and windows will remain locked unless the concession is open for business. Unless notified to the contrary, all exterior and fire doors will be unlocked at 7:30 a.m. (or at start of business day) on days of operation.

25. BACKGROUND CHECKS:

- 25.1 The Contractor is hereby notified, and shall notify all prospective employees to be used under this contract, that, as a condition of employment, MSC may conduct a background check of criminal records, naturalization status, and other inquiries MSC deems reasonable. The background check may be implemented for what MSC deems to be sensitive areas, such as if services were expanded to include MSC housing. The purpose of this check is to insure that the students, faculty, staff, and property of MSC are not placed at unreasonable risk. MSC retains the right to require the transfer or removal of an employee under this contract if, in the opinion of MSC, the employee poses an unacceptable risk to MSC, its students, faculty, staff, or property. Failure by The Contractor to exercise reasonable precautions in enforcement of security issues may be cause for termination of the contract.
- 25.2 In order to protect the right to privacy to the maximum extent possible for individuals, each employee shall secure their own report. An individual may request a background check (federal and state) of criminal records, and a printout of their report from the Alaska State Troopers. A fee may be required, however this fee is reimbursable.
- 25.3 The Contractor is required to review criminal records according to the criteria set out below and determine whether an individual is eligible to continue employment under this contract. In determining eligibility for continued employment under this contract, the following must be considered.
- a. Crimes of violence, the degree of severity, frequency and/or evidence of a pattern of such activity. Included in this category shall be included crimes involving drug abuse and the degree to which such crimes may be reasonably associated with violent behavior.
 - b. Crimes of theft including accompanying crimes such as burglary, the degree of severity, frequency, and evidence of a pattern of such activity.
 - c. The length of time since the crimes occurred, and any apparent patterns of rehabilitation that were evidenced by the individual's subsequent behavior.
- 25.4 Employees found ineligible for continued employment, who believe there are extenuating or mitigating facts that should be considered by MSC, may appeal the decision to the Contract Manager, who will present any extenuating or mitigating facts to MSC.
- 25.5 To the extent allowed by the law, MSC reserves the right to investigate and pursue any apparent breach of security or misconduct. Such investigation may include questioning and/or finger printing as deemed necessary.

26. CONTRACTOR'S ACCESS:

- 26.1 **Accessible Locations:** The Contract Administrator shall designate access routes, entrance gates or doors, parking and storage areas for access by the Contractor. The Contractor shall conduct its operations in strict observation of the established access routes and areas. The Contractor shall ensure that under no circumstances shall any employees of the Contractor enter any area not authorized by the Contract Administrator. MSC shall give Contractor's personnel reasonable access to the areas where the services are to be performed to the extent necessary for the performance of the services, subject however, to MSC's security and safety rules and regulations. MSC shall arrange for the Contractor's access to buildings as necessary to perform the services.
- 26.2 **Accessible Days and Times:** During the fall and spring semesters, the Contractor shall have access to the appropriate facilities from 7:00 AM to 10:00 PM, Monday through Friday, and 8:00 AM to 5:00 PM Saturday. During the summer semester, the Contractor shall have access to the appropriate facilities 7:00 AM to 6:00 PM, Monday through Friday or as otherwise arranged. The MSC campus is closed on weekends during the summer semester.

F. SCOPE OF WORK (CONT.)

- 26.3 **Off-Hours Accessibility:** The Contractor may request access to appropriate facilities beyond normal operating hours. Any request of this nature shall be made by the Contractor to the Contract Administrator not less than two (2) weeks prior to the requested access date.

27. UNIFORMS AND ID:

- 27.1 The Contractor's employees shall be easily recognizable while on MSC premises by a distinctive uniform and/or by an identification badge containing the company name and employee name while performing work under this contract. Identification shall be worn at chest level on the outermost garment of the employee so that its employees are readily identifiable as Contractor employees and easily distinguishable from MSC staff, faculty and students and members of the public. Identification must be displayed at all times when performing work under this contract. Uniforms or badges shall be provided to employees at Contractor's expense. The Contract Administrator shall approve of ID and/or badges prior to commencement of services. Failure of a Contractor's employee to show acceptable ID upon demand will be grounds for the Contractor's employee to be removed from MSC premises. The Contractor will be responsible for any costs associated with removal of a Contractor's employee for any reason.
- 27.2 The Contractor shall ensure all of its employees are clean, neat, and appropriately attired, wearing safe, suitable shoes and garments at all times during the performance of the services.
- 27.3 Use of the MSC name or logos is not permitted. Proposed attire may be subject to the approval of the Contract Administrator and, in any case, MSC reserves the right to request the removal of any Contractor's employee it deems to be inappropriately attired.

28. KEY CONTROL: The Contractor is responsible for the security of all keys, key cards, other entry devices and codes provided by MSC. The Contractor shall establish and implement methods of ensuring that all keys issued to the Contractor by MSC are not lost, or misplaced, and are not used by unauthorized persons.

- 28.1 MSC may provide the Contractor with keys for equipment to be used under this contract. Keys issued to Contractor by MSC are the sole responsibility of the Contractor. The Contractor shall establish and implement methods of ensuring that all keys issued to the Contractor by MSC are not lost, or misplaced, and are not used by unauthorized persons. No keys issued to The Contractor by MSC shall be duplicated. No keys issued to the Contractor shall be given to persons other than those directly employed by The Contractor. All keys will be returned to MSC when contract period is terminated or requested.

28.2 The Contractor shall immediately report any lost, missing or stolen keys or key devices to the Contract Administrator. Failure to do so may result in a \$100.00 assessment against the Contractor. If keys are lost by the Contractor, or Contractor's employees and a building or door requires re-keying, the Contractor is responsible for paying MSC for re-keying costs.

29. ENERGY CONSERVATION: The Contractor shall be directly responsible for instructing employees in utilities conservation practices. The Contractor shall be responsible for operating under conditions that preclude the waste of utilities. The Contractor's operational utilities conservation program shall include but not be limited to the following:

- 29.1 Lights shall be used only in areas where and at the time that work is actually being performed. Lights shall be turned off after the food service concession is closed and the room has been cleaned. Burned-out or malfunctioning light fixtures shall be brought to the attention of the Inspector or Contract Administrator.
- 29.2 Mechanical equipment, heating controls, ventilation and air conditioning systems shall not be adjusted by Contractor employees.
- 29.3 Water faucets and valves shall be turned off after the required usage has been accomplished. Leaking faucets shall be brought to the attention of MSC Inspector or Contract Administrator.
- 29.4 Exterior doors and windows will not be propped open.

30. NEEDED REPAIRS: The Contractor shall promptly notify MSC, in writing, of any equipment out of service or exhibiting anomalies, or any needed repairs and/or damages to fixtures, buildings and appurtenances observed during the performance of services.

F. SCOPE OF WORK (CONT.)

31. INSPECTION BY MSC: MSC will conduct inspections as it deems necessary to determine strict compliance with the Performance Standards. Non-inspection by MSC does not relieve The Contractor from its compliance obligation.

32. PERMITS AND LICENSES: Contractor shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for the performance of the contract services and shall post or display in a prominent place such permits and/or notices as required by law. This includes, but is not limited to an Alaska Business License and any other licenses required for food establishments in the Mat-Su Borough/

33. CODE/LEGAL: In addition to all stated MSC requirements in this RFP, all federal, state, Mat-Su Borough, and local laws, regulations, code, and ordinances, the Alaska Department of Environmental Conservation, and the Alaska State Fire Marshall shall be adhered to, including any changes as they occur. Violations issued by government agencies shall be reported to MSC (including copy of notice of violation) immediately and corrected immediately. Any and all costs associated with code violations will be the responsibility of the Contractor.

34. WOLF CARD: The University of Alaska Anchorage operates a card system for students, staff, and faculty called "Wolfcard." This system is used for identification; library, copy card, event and activity access verification; security, and a meal access program. The Wolfcard office has deployed the Blackboard Transaction System as its backbone for all "Wolfcard" functions and services to UAA. The Contractor shall accept Wolfcards for sales transactions.

On a monthly basis, MSC will provide sales reports to The Contractor reporting all transactions registered from a Blackboard reader. The Contractor is required to use these reports in their monthly and annual reporting to MSC. The Contractor may make requests of the Wolfcard Office for any other managerial reports that may be available from the use of the Blackboard system database.

The Wolfcard Office will provide the designated representative of the Contractor with training on system operations of Blackboard equipment. This representative will be responsible for training of Contractor's staff.

35. CREDIT CARDS: The Contractor shall accept credit cards for sales transactions.

END F. SCOPE OF WORK

G. PROPOSAL EVALUATION AND AWARD**1. BASIS OF AWARD**

Award shall be made to the responsive, responsible Offeror whose proposal received the highest total points in accordance with the Alaska Statutes Title AS.36.30, and the University of Alaska procurement regulations, policies, procedures, and the terms and conditions of this solicitation.

In accordance with the scoring methodology of the RFP process, an award may be made to other than the highest commission rate offered. Likewise, the proposal with the top technical rating may not necessarily receive the award. Proposals that are unrealistic in terms of program commitments, or reflect an inherent lack of comprehension of the complexity and risks of the proposed contractual requirements may be rejected.

2. PROPOSAL CONTENT

The Offeror's proposal shall consist of a technical proposal and commission 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.

See Section H, Proposal Content Requirements, for a detailed description of required information to be provided in a response to this RFP.

3. EVALUATION PROCESS

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

Those proposals that are administratively responsive shall be evaluated based on the evaluation criteria described below.

After the evaluation is complete, the University may elect to request oral and/or written discussions with those Offerors determined to be in the competitive range. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers.

However, UAA may award a contract based on initial proposals received without discussions. Therefore, each initial proposal should contain the Offeror's best terms from a technical standpoint and price.

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>
Experience/Qualifications	55
Proposed Menu	30
Commission Offered (% of Gross Sales)	15

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. The aggregate score of each offer is divided by the number of evaluators to produce an average score. High and low scores, which skew results, may be eliminated from consideration.

Price: The maximum score for the Price/Cost Proposal included in this RFP, as provided by the Offerors, shall be awarded to the firm offering the highest commission rate. Appropriate proportional scores shall be assigned to the other Offerors using the following formula:

$$\frac{\text{Lower return to MSC} \times \text{maximum points available}}{\text{Higher return to MSC}} = \text{Cost/Price Score}$$

END G. PROPOSAL EVALUATION AND AWARD

H. PROPOSAL CONTENT REQUIREMENTS**1. PROPOSAL TRANSMITTAL AND COMPLIANCE FORM**

The Offerors shall include a fully completed and signed Proposal Transmittal and Compliance Form as the cover sheet to the RFP. The Proposal Transmittal and Compliance Form is located in Section L of this RFP. Failure to include this form fully completed and including an original signature shall cause the proposal to be declared non-responsive and eliminated from further consideration.

2. TECHNICAL STATEMENT OF EXPERIENCE/QUALIFICATIONS

Technical Qualifications include all of the evaluation criteria that allow UAA to get an in depth view of the offeror's overall technical ability to successfully execute a contract of this size and scope with quality and efficiency.

- 2.1. Experience/Qualifications (55 points):** An offeror must demonstrate a track record of successfully providing food services. An offeror's experience related to previous projects similar in scope, size, and complexity will be evaluated to assess an offeror's qualification to manage and complete the requirements of this solicitation. An offeror's past performance will be evaluated to determine the quality of work previously provided and to assess the relative capability of the offeror to effectively accomplish the requirements of this solicitation. UAA may obtain information from references provided by the offeror, customers known to UAA, consumer protection organizations, and any other source that may have useful and relevant information. If discussions are held, an offeror will be given the opportunity to comment on past performance information obtained, provided the offeror did not have a previous opportunity to comment. Provide the following:
- a. History: Include a brief history of the offeror's experience related to previous projects similar in scope, size, and complexity. Experience history shall include number of years in business, management or key personnel qualifications to manage and complete the requirements of this solicitation. Include background and experience as applicable to the position held, applicable licenses or certifications held, professional organizations or certifications, and education as it relates to their individual positions.
 - b. References: Provide a list of three (3), preferably for contracts similar in size, scope, and complexity, and preferably completed during the last three (3) years or currently in progress. Include the following:
 - (1) Name of the company or institution
 - (2) Description of the work performed
 - (3) Administrative contracting officer names, phone and email address
 - (4) Identify any special accomplishments associated with the contract
 - c. Provide information on problems encountered on previous contracts and lessons learned and/or corrective actions taken. Provide a brief description of any pending disputes or claims. Be specific in identifying a problem and describing its resolution. This information is required as UAA may award without discussions or negotiations.
 - d. Indicate the abilities, skills, and qualifications of key personnel assigned to this project.
 - e. Describe knowledge of regulatory requirements to operate a limited food service establishment.
 - f. Provide quality control and customer service plans used to maintain high quality standards.
 - g. Describe efforts made to use recycled materials.
 - h. Describe any other methods used to maximize sales.
 - i. Confirm ability to accept credit cards for payment. Do you require a minimum sales transaction value to accept credit cards as payment? Describe.
- 2.2. Proposed Menu (30 points):**
- a. Provide a standard menu for a day, which details proposed selections, prices, and daily availability. Discuss menu rotation, if any, for customer variety.
 - b. Describe ability and/or difficulty in providing portion size and nutritional information on menus.

H. PROPOSAL CONTENT REQUIREMENTS (CONT.)

- c. Describe plans/methods to identify and provide daily specials, or other methods for ensuring a variety of menu items are offered.
- d. Indicate any ideas for providing additional equipment to improve the variety of service.

2.3 Cost Proposal

Cost proposal shall not be included in any other part of the Offeror's proposal unless specifically requested.

Offerors are to complete the Commission form provided in Section K of this RFP.

The Offeror shall state prices in the units of issue on this RFP. Prices quoted for commodities or services must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title, the commodity can be utilized, or the services can be provided, without further cost. Prices quoted in this RFP must be exclusive of federal, state and local taxes. If the Offeror believes that certain taxes are payable by the University, the Offeror may list such taxes separately, directly below the RFP price for the affected item.

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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.

I. 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

I. 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:

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, 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

I. 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;

I. 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

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;

I. 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.

I. 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.

I. 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

J. ADDITIONAL CONTRACT PROVISIONS

1. DEFINITIONS: For the purposes of this solicitation, the terms Offeror and Contractor refer to the same entity. Generally, the term Offeror 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 date of award through June 30, 2020 with options to renew for four (4) 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, 2024.

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. SUBCONTRACTORS: Only personnel directly employed by the Contractor shall perform all actual work. No actual work shall be subcontracted.

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

Without limiting its indemnification, it is agreed that The Contractor shall purchase at its own expense, and maintain in force at all times during the performance of services under this contract, the insurance and endorsements required under this clause and shall present to the University proof of such insurance and endorsements prior to commencing work. Failure to furnish satisfactory evidence of insurance, lapse of a policy, or inadequate limits, is a material breach and grounds for termination of this contract. Failure of the University to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the University to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. If Contractor fails to maintain the insurance as set forth herein, the University shall have the right, but not the obligation, to purchase said insurance at Contractor's expense. All insurance must be issued by companies admitted to do business in the State of Alaska and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports.

PROOF OF INSURANCE: The Contractor shall furnish the University with a Certificate of Insurance with required endorsements attached thereto showing the type, amount, effective dates, and dates of expiration of all policies. All endorsements shall reference the policy and this contract. The "University of Alaska" is to be identified on all certificates and endorsements. The Contractor agrees, to the extent and in the manner required by the University contracting officer, to submit for the approval of the University, copies of the policy declaration page or any insurance policies maintained by The Contractor specified in connection with the performance of this contract. The University of Alaska requires The Contractor provide a renewal certificate at least 15 days prior to expiration.

NOTICE PERIOD FOR CHANGE, CANCELLATION OR NON-RENEWAL: Coverage shall not be suspended, voided, cancelled by either party, reduced in coverage, reduced in limits below minimum required limits, or non-renewed except after sixty days prior written notice, by certified mail, to the University.

LIMITS: All insurance limits are minimum. If the Contractor's policies contain higher limits, the University shall be entitled to coverage to the extent of such higher limits. Limits may be a combination of primary and excess (umbrella) policies. If, during any time that insurance is to remain in effect under this Contract, the minimum limits required by this contract are reduced by claims or for any other reason, it will be the responsibility of the Contractor, at its own expense, to reinstate said limits to comply with the minimum requirements and shall furnish to the University a new certificate of insurance showing such coverage is in force.

CROSS-LIABILITY: All liability policies required by this contract that require the University to be named as an additional insured must provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

J. ADDITIONAL CONTRACT PROVISIONS (CONT.)

COMMERCIAL GENERAL LIABILITY (CGL): The Contractor is required to provide CGL insurance on ISO occurrence form CG 00 01 07 98 (or a form providing equivalent coverage) in an amount not less than \$500,000 per occurrence, not excluding premises, operations, independent contractors, personal/advertising injury, products completed operations, liability assumed under an insured contract (including defense costs assumed under contract), and broad form property damage. The University shall be included as an additional insured under the CGL and under the commercial umbrella, if any. This insurance shall apply on a primary basis in relation to the University's insurance or self-insurance coverage, and will be non-contributory with any other insurance coverage and/or self-insurance carried by the University of Alaska. There shall be no endorsement or modifications of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured. The policy shall be endorsed with a waiver of subrogation in favor of the University.

BUSINESS AUTO COVERAGE: The Contractor is required to maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$500,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Coverage shall be written on standard ISO forms from 1990 editions forward, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01. Contractor waives all rights against the University, its Board of Regents, officers, and employees for recovery of damages to the extent these damages are covered by the auto or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE: Contractor shall maintain workers' compensation and employer liability insurance as required by any applicable law or regulation. The commercial umbrella and/or employers liability limits shall not be less than \$500,000 each accident for bodily injury by accident or \$500,000 each employee for bodily injury by disease. The Contractor shall be responsible for Worker's Compensation Insurance for any subcontractor or sub-lessee who directly or indirectly provides services under this Contract. This coverage must include statutory coverage for states in which employees are engaging in work. If there is an exposure of injury to Contractor's employees under the U.S. Longshoremen's and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims. The policy shall be endorsed with a waiver of subrogation in favor of the University.

6. F.O.B. POINT: All offers for goods and services shall be offered F.O.B. Destination: Matanuska-Susitna College, 8295 College Drive, Palmer, AK 99645. Prices offered must include all costs associated with shipping, packing, and delivery to the F.O.B. point. Additional costs shall not be allowed.

7. LIQUIDATED DAMAGES:

- 7.1 If The Contractor fails to open for business on a normal working day without 24 hour prior notice and approval of the Contract Administrator, or designee, the Contractor shall pay MSC liquidated damages of \$100.00 per day for each calendar day that the Contractor shall be in default.
- 7.2 The Contractor shall remove all trash, waste, and empty boxes from the kitchen and food service areas on a daily basis, for disposal in the MSC provided dumpster. The Contractor shall clean the grease trap, kitchen exhaust hood and filters, cooking equipment and refrigeration equipment on a weekly basis. Failure to do so shall result in liquidated damages of \$100.00, payable to MSC.

8. 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.

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

10. 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.

J. ADDITIONAL CONTRACT PROVISIONS (CONT.)

11. 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 J. ADDITIONAL CONTRACT PROVISIONS

K. PRICE/COST SCHEDULE

In lieu of rent, on a monthly basis The Contractor shall provide MSC compensation based on a percentage of gross sales. Gross Sales is defined as total sales prior to sales discounts, sales returns and allowances. It does not include operating expenses, cost of goods sold, payment of taxes, or any other charges.

Indicate in the space provided below, the monthly percentage of gross sales to be paid to Mat Su College in lieu of rent for the operation of the Food Service Concession

.

_____ **% OF GROSS SALES PER MONTH**

Note: For evaluation purposes, the University will use the average gross sales volume from Fiscal Year 2017 and Fiscal Year 2018 of \$126,000.00 multiplied by the percentage of gross sales offered above.

The Offeror shall state prices in the units of issue of this RFP. Prices quoted for commodities or services must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized, or the services can be provided, without further cost. Prices quoted in this RFP must be exclusive of federal, state or local taxes. If the Offeror believes that certain taxes are payable by the University of Alaska, the Offeror may list such taxes separately, directly below the RFP price for the affected item.

Signature: _____ Vendor Name: _____

Printed Name: _____ Address: _____

Title: _____ City, State, and Zip: _____

Phone No. _____ Email: _____

Date: _____

END K. PRICE/COST SCHEDULE

L. PROPOSAL TRANSMITTAL & COMPLIANCE FORM
(To be used as cover page to Technical Proposal)

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 and subsequent negotiations.

I hereby acknowledge receipt of University of Alaska Request for Proposal No. P19-010, and certify that this proposal conforms to the requirements of Proposal No. P19-010 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.**

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) 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_____

Name (Printed)_____ Title_____

Phone No. _____ Email_____

Date_____

M. REPRESENTATIONS, CERTIFICATIONS, AND STATEMENTS OF OFFERORS

1. TYPE OF BUSINESS ORGANIZATION: The 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 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 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 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 an 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 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 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 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 Offeror:

(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:

M. REPRESENTATIONS, CERTIFICATIONS, AND STATEMENTS OF OFFERORS (CONT)

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 Offeror:

(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 CF R 501(c)(3) that is exempt from taxation under 26 CFR 501(a) _____

(e) Common Parent:

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

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause _____

Name and TIN of Offeror's common parent:

Name _____

TIN _____

(f) If the Offeror is a Joint Venture, the 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 venture to which it applies. Offeror shall specify here the names and full addresses of the entities which make up the joint venture, if applicable.

Joint Venture consists of:

(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

M. REPRESENTATIONS, CERTIFICATIONS, AND STATEMENTS OF OFFERORS (CONT)

- (2) A signed statement indication 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, and telephone numbers of the authorized negotiators).

6. PERIOD FOR ACCEPTANCE OF OFFER: In compliance with the solicitation, the Offeror agrees, if this offer is accepted within 90 calendar days 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 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

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, mean 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 US. Small Business Administration under 13 CFR 124.1.

M. REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS OF OFFERORS (CONT.)

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 NON-SEGREGATED 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 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 Offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The 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 Non-segregated 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.

M. REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS OF OFFERORS (CONT.)

- (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 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 Offeror agrees to include this provision in all subcontracts.

17. ASSURANCE OF FEDERAL COMPLIANCE BY THE CONTRACTOR: (This representation is applicable only if the Offeror is an educational institution, hospital, or other non-profit organization.)

By submitting this offer, a 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.

18. CERTIFICATE OF INDEPENDENT PRICING AND PLEDGE TO REFRAIN FROM ANTI-COMPETITIVE PRACTICES: By submitting this offer, the Offeror certifies that its prices were independently arrived at and without collusion. Penalties for participation in anti-competitive 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.

19. 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.

20. CERTIFICATION OF PROCUREMENT INTEGRITY: By submitting its offer, the 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 offer by any of its officers, employees, agents, or representatives covered by that Act.

21. 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 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 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.)

22. OFFEROR CERTIFICATION AND REPRESENTATION SIGNATURE: By signing below, the 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 offer.

AUTHORIZED SIGNATURE: _____

Date: _____

OFFEROR: _____
(Type or Print Company Name and Address of Offeror)

END M. REPRESENTATIONS, CERTIFICATIONS, AND STATEMENTS OF OFFERORS

1. FACILITY FLOOR

Room 112
Cafe Dining Room
1650 Square Feet

Room 112C
Cafe Storage /
Prep Area
350 Square Feet

Room 112 B
Cafe Cooking Area
245 Square Feet

BUILDING NO. : MS101

N. FACILITY FLOOR PLAN AND IMAGES (CONT.)**1. CAFÉ DINING AREA:****2. STORAGE / PREP AREA IMAGE ONE (1):**

N. FACILITY FLOOR PLAN AND IMAGES (CONT.)

2. STORAGE / PREP AREA (IMAGE TWO (2)):



3. COOKING AREA- IMAGE ONE (1)



N. FACILITY FLOOR PLAN AND IMAGES (CONT.)

4. COOKING AREA-IMAGE TWO (2)



5. COOKING AREA- IMAGE THREE (3)



N. FACILITY FLOOR PLAN AND IMAGES (CONT.)

6. COOKING AREA- IMAGE FOUR (4)



7. COOKING AREA- IMAGE FIVE (5)



N. FACILITY FLOOR PLAN AND IMAGES (CONT.)

6. COOKING AREA- IMAGE SIX (6)



7. COOKING AREA- IMAGE SEVEN (7)



END N. FACILITY FLOOR PLAN AND IMAGES (CONT.)

O. BONFIRE SUBMISSION INSTRUCTIONS FOR SUPPLIERS

Please follow these instructions to submit via our Public Portal.

1. Prepare your submission materials:**Requested Information**

Name	Type	# Files	Requirement
Proposal Transmittal and Compliance Form (P19-010 pg. 36)	File Type: PDF (.pdf)	Multiple	Required
Technical Proposal	File Type: PDF (.pdf)	Multiple	Required
Price/Cost Schedule (P19-010 pg. 35)	File Type: PDF (.pdf)	Multiple	Required
Representations, Certifications, and Statements of Offerors (P19-010 pgs. 37-41)	File Type: PDF (.pdf)	Multiple	Required
Alaska Business License (If applying for Alaska Bidder Preference)	File Type: PDF (.pdf)	1	Optional
Signed Copies of Any Amendments Issued	File Type: PDF (.pdf)	Multiple	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. Upload your submission at:

<https://uaa.bonfirehub.com/opportunities/17234>

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **Tuesday, July 23, 2019 at 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.

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 for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>.