

**University of Alaska
Procurement & Contract Services**

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Fairbanks, Alaska 99775-7940

Tel: (907) 474-7315

REQUEST FOR QUOTATION

NUMBER 23Q0006MV	DATE 7/25/2022
THE ABOVE NUMBER MUST APPEAR ON QUOTATIONS AND RELATED CORRESPONDENCE.	

****PRICES QUOTED MUST BE F.O.B. DESTINATION****

THIS IS NOT AN ORDER

DATE & TIME BY WHICH MUST BE RECEIVED August 8, 2022, 5:00 PM AKDT		DELIVERY DATE NEEDED As Specified		DEPARTMENT KPC		REQUISITION NUMBER		PAGE 1 OF 28	
EMAIL Solicitation: Vendors may fill out this document electronically, <u>or</u> fill it out manually and scan it, and return by email.				<p align="center"><u>ATTENTION</u></p> PLEASE QUOTE ON THIS DOCUMENT YOUR BEST PRICE, TERMS AND DELIVERY ON THE ITEMS DESCRIBED BELOW. <u>VENDOR MUST FILL IN FIELDS 1 THROUGH 11 AND COMPLETE THE QUOTE FORM.</u>					
<p>*Please Do Not Deliver Quotes to Kenai Peninsula College. Email to UA P&CS at the email below.*</p>				1. COMPANY NAME, ADDRESS, & PHONE/FAX: (Required)					
<p>Submit by email to: mivitt@alaska.edu</p>				2. PRINTED NAME: (Required)					
				3. AUTHORIZED SIGNATURE (Required)					
4. TERMS		5. SHIPMENT VIA		6. INDICATE DELIVERY DATE		7. OFFICIAL TITLE		8. DATE	
ITEM	DESCRIPTION			QUANTITY	UNIT	9. UNIT PRICE		10. TOTAL PRICE	
	<u>SCOPE:</u> The University of Alaska is soliciting quotes for: Dining Services at Kenai Peninsula College as specified herein. <u>BASIS OF AWARD:</u> Award will be made to the responsive, responsible Quoter, based on the Highest Percentage of Gross Sales Payable to Kenai Peninsula College quoted on the Quote Form, whose quote is determined to be technically acceptable.					Quoter shall fill out the Quote Form herein & additional information as required.		Quoter shall fill out the Quote Form herein & additional information as required.	
				GRAND TOTAL:					
THE ATTACHED TERMS AND CONDITIONS SHALL BECOME PART OF ANY PURCHASE ORDER RESULTING FROM THIS REQUEST FOR QUOTATION. http://www.alaska.edu/swproc/downloads/terms.pdf				DIRECT INQUIRIES TO: PROCUREMENT OFFICER Marina Vitt , mivitt@alaska.edu / (907) 786-6507					
11. BUSINESS CLASSIFICATION: (Required) <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> DISADVANTAGED SMALL BUSINESS <input type="checkbox"/> LARGE BUSINESS <input type="checkbox"/> DISADVANTAGED LARGE BUSINESS <input type="checkbox"/> NON-PROFIT ORGANIZATION <input type="checkbox"/> WOMAN OWNED SMALL BUSINESS <input type="checkbox"/> FOREIGN SUPPLIER <input type="checkbox"/> WOMAN OWNED LARGE BUSINESS				INDICATE WHICH PREFERENCE(S) YOU QUALIFY FOR: <input type="checkbox"/> ALASKA BIDDER <input type="checkbox"/> EMPLOYMENT PROGRAM <input type="checkbox"/> ALASKA PRODUCTS (INDICATE CLASS I, II OR III)					
SEE ATTACHED FOR INSTRUCTIONS									

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RFQ Instructions



1. Any quotation not meeting the requirements specified below and elsewhere in this Request for Quotation may be deemed non-responsive.
2. The University reserves the right to accept or reject any and all quotations and to waive any informalities in the quotation, and, unless otherwise specified by the offeror, to accept any or all item(s) in the quotation.
3. The Request for Quotation does not obligate the University to pay any costs incurred in the preparation or submission of such quotations, or to purchase or contract for material and/or services.
4. All quotations shall be offered F.O.B. Destination.
5. All equipment quoted shall be new and of the manufacturer's current model unless otherwise specified.
6. Use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition.
7. Descriptive literature, brochures and/or data must accompany the quote when a substitute, but "equal" is offered. The University of Alaska will be the sole judge in determining "equals" in regard to price, quality, and performance.
8. Samples of items, 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 award.
9. Time of proposed delivery must be stated in defined terms. If time varies for different items, the offeror shall so state.
10. In case of error in the extension of prices in the quotation, the unit prices will govern. Written unit prices shall govern over a numeric unit price when both are present or called for by the quote schedule.
11. **MULTIPLE, ALTERNATE, OR CONDITIONED OFFERS:** Unless specifically allowed, multiple or alternate offers, or quotations conditioned upon receiving award of all or a portion of this and/or another contract shall be deemed nonresponsive and shall be rejected.
12. **BASIS OF AWARD:** Unless otherwise stated in the Request for Quotation, award will be line item, multiple line items or in the aggregate to the low responsive and responsible offeror(s) whose quote(s), conforming to all requirements of this Request for Quotation is/are determined to be the most advantageous to the University.
13. **ANTICOMPETITIVE PRACTICES:** Vendors certify by submittal of their quotation that the prices submitted have been independently arrived at and without collusion.
14. **ALASKA BIDDER PREFERENCE:** Quotations shall be awarded to a firm that qualifies as an Alaska Bidder if their quotation is no more than five (5) percent higher than the lowest non-resident's quote.
15. **STATE CERTIFIED EMPLOYMENT PROGRAMS PREFERENCE:** A ten percent (10%) preference shall be applied to quotes received from any state certified employment program.
16. **ALASKA PRODUCT PREFERENCE:** In the evaluation of the quote, Class I Alaskan products will be given a three percent (3%) preference; Class II products a five percent (5%) preference; and Class III products a seven percent (7%) preference. Offerors claiming this preference shall submit with their quote certification from the State of Alaska to substantiate their claim. Failure to submit such certification will result in no preference being granted.
17. **APPLICATION OF PREFERENCE:** If both the Alaska bidder's preference or the employment program preference and the Alaska product's preference apply, the procurement officer shall apply either the bidder's preference or employment program preference first and the products preference second.
18. **BUSINESS CLASSIFICATION:** The University of Alaska offers an equitable opportunity to small businesses and small businesses owned and controlled by the socially and economically disadvantaged, and to women owned businesses. The correct classification shall be entered in the space provided on this document. In the case of tie offers, equal in all terms, these classifications will be used to determine the successful offeror in accordance with University Regulations.

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A. General Information

1. **Background Information:** The University of Alaska is a public corporation established by the State Constitution as the single statewide public university system. It is governed by an eleven (11) 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, rural campuses and various extension and research sites.

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. UAA serves approximately 20,000 students, has 1,500 faculty and staff members and offers a wide variety of associate, undergraduate and vocational education programs.

Kenai Peninsula College (KPC) opened in 1964 and is the largest of the four UAA community campuses. More than 1500 students find their place at KPC each semester and pursue unique academic goals in a variety of disciplines and degree programs. Students have the choice to study at one of KPC's three locations – Soldotna, Homer and Seward as well as take courses through KPC's expanding virtual college. KPC has a total of 31 full-time faculty, 60 adjunct faculty and 67 full & part-time staff and student employees. The 96 bed KRC residential hall is currently closed however it is anticipated the facility will be opened by Fall 2023. This will include a slight increase in staff as well as the student population.

The Kenai River Campus (KRC) located in Soldotna offers food service. The current contract expired during the pandemic campus closure in 2020. The campus is fully open and a food service provider will need to be in place for the 2022-2023 academic year, beginning during the fall semester.

The largest demand for food service is between the hours of 11 am and 2 pm. Smaller portions at a reasonable price and with a variety of healthy and fresh menu items such as soup, sandwiches, wraps, salads, fruit and ready-to-go items are popular choices with students.

2. **Basis of Award:** Award will be made to the responsive, responsible Quoter, who provides the highest percentage of gross sales to Kenai Peninsula College *and* is determined by UA to be technically acceptable. The determination of technical acceptability rests solely with UA. UA intends to evaluate quotes and make award without discussions with Quoters. However, UA reserves the right to conduct discussions if the Procurement Officer determines them to be necessary.

2. **Walk-Through:**

- a. An informal walk-through of the areas to be serviced may be requested during the RFQ response period. Walk-throughs will be scheduled by appointment only. A UA representative will meet the offeror at an agreed-upon location. All vendors shall have the opportunity to walk through the facility in a prescribed and guided tour directed by the Contract Administrator, or designee.
- b. The purpose of the walk-through is to allow vendors the opportunity to familiarize themselves with on-site conditions, surfaces, lay-outs, and other information which may be

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deemed useful. UA's representative(s) will be available to answer general questions about the facilities, usage, etc., but shall have no authority to amend or modify the requirements of the solicitation. No verbal responses from UA's representative(s) shall alter the RFQ document in any way. Questions of a material nature that arise from the walk-through may be submitted in writing to the procurement officer and, if UA determines it is necessary, responses shall be included in a written amendment to the RFQ.

- c. Requests for walk-throughs may be directed to Carrie Couey KPC Director of Administrative Services, by phone: (907) 262-0359 or email: clcouey@alaska.edu or, Cheryl Brock, KPC Senior Accountant by phone: (907) 262-0224 or email: clbrock2@alaska.edu.
- d. Attendance at the walk through is not mandatory, however, failure to attend may not be used as an excuse for being unaware of conditions which would have been known to an Offeror who attended the walk through.

3. Type of Contract: Any contract awarded as a result of this solicitation will be a non-personal services contract with a firm-fixed percentage of gross sales returned to KPC throughout the period of performance.

4. Past Performance:

- a. Vendors must demonstrate satisfactory past performance. If a Vendor is unable to demonstrate satisfactory past performance for the services specified herein, that Vendor's quote will be considered non-responsive and eliminated from further consideration.
- b. As part of their quotes, Vendors are required to provide specific information regarding their most recent past and present performance information (within the past three years.) This shall include all contracts performed by the Vendor within that period of time, including any and all contracts which were terminated, whether for cause or for other reasons. A Past Performance Information Sheet is provided herein and must be submitted with your quote. If necessary, please attach additional pages to this form. Failure to supply information pertaining to a relevant contract as required will cause the Vendor's quote to be rejected as non-responsive.

5. Evaluation:

- a. UA may check references by contacting the customer contact provided and will determine technical acceptability based on the content and quality of the past performance information.
- b. "Highest Percentage Technically Acceptable" refers to the quote which offers the best commission percentage to UA and meets the minimum technical requirements. After the quotes are received the procurement officer will review percentages quoted and provide the complete package of the vendor offering the highest percentage of gross sales to the subject matter experts at KPC for review. If the quote is found to be technically acceptable the University will make award to this vendor. If the quote is not found to be technically acceptable it will be rejected and the procurement officer will provide the complete package of the vendor offering the next highest percentage of gross sales to the subject matter experts at KPC. This process will continue until an offer is found to be technically acceptable and therefore eligible for award.

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6. Required Forms:

- a. In order to fairly and consistently evaluate all quotes submitted, vendors must submit pricing and terms on the forms provided by UA. Failure to submit pricing and terms on the forms provided may render a quote non-responsive, thereby eliminating it from further consideration.
- b. Vendor quote forms may be accepted **in addition to**, but **NOT in lieu of**, required forms provided by UA.

7. Federal Tax Identification:

- a. In order to process payment to a potential contractor, UA requires that each quoter provide their Federal Tax Identification below in response to the solicitation.
- b. Additionally, please submit a completed W-9 Form with your quote if you have not previously done business with the University of Alaska. <https://www.irs.gov/pub/irs-pdf/fw9.pdf>

B. Scope

1. Scope of Work: The University of Alaska (UA) is soliciting quotes for a single limited Food Service Concessionaire at Kenai Peninsula College (KPC) in Soldotna, Alaska. UA is seeking Concessionaires that offer a variety of food and drinks for students, staff, faculty and guests, fast service, and competitive pricing. The Contractor will furnish all necessary resources and labor required to perform the food service requirements, complying with federal, state, and local regulations and applicable industry standards, in strict accordance with the specifications, provisions, terms, and conditions of this solicitation. UA will not be involved in ownership, licensing, or management of the concession.

The Contractor will be considered for catering services, but will not have exclusive rights to any KPC catering needs. Catering services are event driven 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; with minimal amounts of ware washing. All items catered to the facility must be prepared in a DEC licensed kitchen.

KPC requires the final right of approval on Contractor services when KPC premises, facilities or equipment will be used.

2. Schedule of Operation: The food concession is open to serve students attending KPC at the Kenai River Campus for the fall and spring semesters. This is approximately 75 working days per semester. The concession is closed during regularly scheduled University of Alaska holidays including the extended the winter break in December and the week long break in March.

Days/Hours:

- Monday through Thursday 09:00 A.M. to 04:00 P.M.

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- Friday 10:00 A.M. to 02:00 P.M.

Academic Year 22/23 Schedule:

- Fall 2022 registration week and semester: August 15, 2022 - December 10, 2022
- Spring 2023 registration week and semester: January 3, 2023 – May 1, 2023

Scheduled Closures Academic Year 22/23:

- Alaska Civil Rights Day: Monday, January 16, 2023
- Spring Break: Monday, March 13, 2023 – Friday, March 17, 2023
- Labor Day: Monday, September 5, 2022
- Thanksgiving: Thursday, November 24, 2022 and Friday, November 25, 2022
- Winter Break: Friday, December 23, 2022 – Monday, January 2, 2023

Upon mutual agreement between the Contractor and the KPC contract administrator hours of operation may be adjusted based on demand.

C. Period of Performance

1. The Contractor will be expected to begin work August 15, 2022, or within ten (10) days of award, whichever is later. The contract shall be issued for an initial period effective, through June 30, 2023, with options to renew for up to four (4) additional one-year periods. If all option years are exercised, the contract shall expire June 30, 2027.
2. UA reserves the unilateral right to exercise options to renew. Options to renew, if exercised, shall be contingent upon availability of funding, satisfactory performance, and UA's continued need of the services under contract. The Contractor shall be notified in writing, prior to the expiration of the contract period, of UA's intent to renew, or not renew, for the next contract period.
3. UA reserves the right to temporarily suspend services for budgetary, emergency, safety or remodeling purposes. UA will make every effort to give maximum advance notice of such suspension. Fifteen (15) days notice shall be considered adequate to suspend services without UA incurring any costs. In the event that fewer than 15 days notice is given, the Contractor may invoice for normal services.

D. Contract Administrator

1. UA shall designate a Contract Administrator to act on its behalf in regard to all aspects of this Contract. UA shall promptly notify the Contractor in writing if the Contract Administrator is changed. The Contract Administrator shall have complete authority to require the Contractor to strictly and promptly follow the specifications of the contract, and the instructions of the Contract Administrator.
2. The Contractor shall coordinate all activities connected with the provision of these services and will meet with the Contract Administrator on a regular basis to ensure continued high level of services, implement suggestions and requests, and promptly resolve any complaints.

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3. Except as otherwise specified herein, the Contractor's Contract Manager will be responsible for coordinating all matters pertaining to the resultant contract with the Contract Administrator.
4. The Contract Administrator may assign a delegate as needed. This delegation will be in writing to include a specified duration of delegation.

E. Contract Manager

1. The Contractor shall provide a Contract Manager who shall be available on a daily basis for communications and coordination of dining services functions and quality control with the Contract Administrator, and who shall have full authority to act for the Contractor in all matters relative to performance of the contract.
2. The name of this person, and an alternate(s) who shall act for the Contractor in the absence of the Contract Manager, shall be designated in writing to UA Procurement & Contract Services prior to the commencement of services.
3. UA reserves the right to approve or reject any Contract Manager proposed by the Contractor.
4. The Contract Manager shall be available during normal business hours (8:00am to 5:00pm, Monday thru Friday) to discuss any contract-related problems with the Contract Administrator or designee, and must be available to meet with the Contract Administrator to discuss and rectify immediate problem areas.
6. The Contractor shall employ sufficient personnel to adequately perform all the specified duties and services. The Contract Manager shall assign sufficient qualified supervisors to physically inspect, monitor, and supervise Contractor employees, ensuring adherence to the janitorial services schedule. 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 I&NS requirements.

F. Facilities and Equipment Available to Contractor

1. Location: KPC will provide 450 square feet of kitchen and storage space located in the McLane Building, 156 College Rd, Soldotna, Alaska 99669.

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2. KPC Owned Equipment: The following equipment shall be available for usage by the Contractor:

- Two (2) Microwave Ovens
- 1-Display Case Encore M/N HOU4852R 50" w X 42" d X 52 5/8" h 220V 13.92amps
- Three basin stainless steel sink, hot and cold single mixing faucet
- 1-Refrigerator Storage True M/N TG2R-2S 51 3/8" X 34 3/4 X 78 1/4 10amps 120V
- 1-Freezer Storage True M/N TM-52F 54 1/4 X 29 1/2 X 78 1/4 14amps 120V
- 1-Food Prep Sandwich/Salad True M/N TSSU-60-10 60 3/8 X 30 1/8 X 36 3/4 7.8amps 120V
- 1-Freezer/Work Top Counter True M/N TWT-48F 48 3/8 X 30 1/8 X 33 3/8 10.9amps 120V
- Ventilation Hood
- 1-Pitco Fryer 2 basket M/N35C 90,000BTU
- 1-Vulcan Range Grill MN VG260 60" X 30" X 60" 220,000BTU
- 1-Vulcan 24" Natural Gas Grill
- Bunn Drip Coffee Maker with 2 Thermos's
- Three (3) Metal Storage Racks with Wheels
- Two (2) Stainless Steel Work Tables 48"

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- Cappuccino / Espresso Machine
- Coffee Bean Grinder

3. Contractor Owned Equipment: Additional equipment may be supplied by the Contractor, if approved by the KPC contract administrator. All Contractor supplied equipment must be UL approved commercial grade. The Contractor will be fully responsible for any damage or theft of or caused by its equipment. KPC will not be responsible for any damage or theft that may occur to Contractor's equipment, except under circumstances of gross negligence by KPC.

4. Equipment Use and Care: The Contractor shall be responsible for equipment and premises provided by KPC 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 federal, state and local regulation and at the frequency called for according to manufacturers' specifications to ensure proper operation and functioning.

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

The oven hood, duct work, and exhaust fan will be cleaned by KPC once per year or as required. The routine maintenance & cleaning of the hood filters is the Contractor's responsibility.

KPC shall provide all food service facilities and equipment in good, operable condition. 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 KPC, caused by the negligent operation of facilities or misuse by the Contractor.

G. Percentage and Percentage Adjustments

1. Percentage: The percentage offered on the Quote Form shall be the guaranteed contract percentage from the first day of contract performance through June 30, 2023. These rates shall also be the base rates for all subsequent rate adjustments described herein.

2. Adjustments: Percentage adjustments may be requested by the Contractor. Such requests will be negotiated in good faith between the Contractor and UA. Supporting documentation (e.g., consumer price index, local economic information, Contractor's published rates, and other pertinent market indices) must be submitted at least sixty (60) days before the end of each fiscal year to support any such request for adjustment.

H. Taxes, Payments and Fees

1. Monthly Rental Fee: The agreed upon fixed percentage of monthly gross receipts and any other monies due to KPC will be paid no later than the tenth day of the following month. A detailed

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listing of gross receipts for the month including form of customer payment, percentage breakdown, and sales tax collected (as applicable) must be submitted with each rental fee payment

2. Sales Tax: The Contractor is responsible for any appropriate sales tax to include collection and submission of any required reports and payments to taxing entities. KPC will not collect, submit or report sales tax revenue on behalf of the Contractor.

3. Customer Payments: The Contractor will accept at a minimum cash, the UAA WOLFCARD and the KPC meal plan, as payment from customers. KPC will provide equipment to accept and process the UAA WOLFCARD and the KPC meal plan. The Contractor is responsible for equipment, fees and appropriate security associated with acceptance of credit cards as payment from customers. The Contractor will have sufficient cash on hand for daily operations. KPC will not provide change for students or the food concession. KPC will not provide a secure area for storing cash.

I. Menu and Food Quality

1. Proposed Menu: A food and beverage menu is required in the proposal submission. Proposed menus are to include selections offered, prices, and daily availability.

2. Minimum Menu Requirements: All selection options must be clearly displayed on a menu board. Pricing must be comparable to food establishments in the local area and clearly posted. All food must be served on trays. All beverages must be sold in lidded containers. The Contractor may not install vending machines on campus. The menu must include:

- Full beverage service (including specialty coffees), hot and/or cold breakfast food options, salads, soups, sandwiches (hot and cold), desserts, and fry services.
- At all times: Assortment of healthy options and pre-made “to go” items.
- Rotating items to maintain variety.

3. Established Menu: Once a contract has been awarded, all additions/deletions to the menu submitted in response to this solicitation, including daily specials, must be approved prior to implementation. The KPC contract administrator shall approve any requested changes in menu or portions and/or price adjustments. Such requests will be submitted a minimum of thirty (30) days prior to the requested effective date. Requests for increase in menu item prices will be allowed only to the extent an increase price from Contractor is evidenced, and alternate sources cannot provide same quality item at or less than, the original price. It is the intent to allow for price increases due to matters beyond the reasonable control of the Contractor, but not allow for increased profit at the expense of the consumer.

4. Quality of Food: The menu must meet USDA nutritional requirements and be based upon a standard recipe system. All items sold or kept for sale will be first quality and will conform in all respects to all federal, state and local regulations. All items kept on hand will be stored and handled with due care and regard for sanitation. All items kept for sale shall be subject to inspection by the contract administrator and any regulatory agency.

J. Contractor Employees

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1. Contractor Employees: The Contractor will employ a sufficient number of trained professional personnel to adequately perform all contract obligations.

The contract manager will maintain up to date records on all employees ensuring documentation proving employees are eligible to work in the U.S. per state, federal and local regulations. These records will be available to KPC for inspection at all times. Complete personnel listings will be delivered to the KPC contract administrator each time Contractor hires, adds and / or terminates an employee performing duties on campus.

All Contractor employees will be able to receive and transmit written and verbal communication in the English language.

The Contractor is responsible for the conduct and performance of all Contractor employees while on KPC property. Any employee whose conduct is deemed inappropriate or who does not meet qualifications set forth in the contract may be immediately removed and / or barred from KPC premises. KPC may also require removal of any worker from the work areas whose continued employment on the premises is deemed contrary to KPC's best interests. All employees shall be subject to a background check.

Contractor is responsible for all acts of persons working for or on its behalf while on KPC premises. Accordingly, Contractor agrees to take all necessary measures to prevent injury to persons and loss of property located on KPC's premises.

The Contractor shall be responsible for enforcing the following:

- Immediate removal of any employees deemed to be under the influence of alcohol or drugs.
- Solicitation of additional private business is prohibited. This includes advertisements posted on bulletin boards.
- Non employees are not permitted in the work areas unless as an authorized Contractor employee performing work under the contract.
- All Contractor's employees will maintain a neat, professional attire and a positive attitude.
- All persons working for or on behalf of Contractor must obey all policies and regulations established by UAA/KPC and will comply with all reasonable directions of KPC's contract administrator.
- KPC is a Non-Smoking campus. Smoking is prohibited on campus.

2. Customer Service: Services must be delivered in a courteous, responsive and friendly manner at all times. The contract administrator will have the right to review the behavior of Contractor personnel toward customers and request that undesirable behavior and practices be remedied.

3. Evaluation: The contract administrator will conduct customer satisfaction surveys to evaluate the food quality, service and pricing. Results will be reviewed with the Contractor. In the event that 40% or more of the respondents evaluate the concession as poor in any one area, the Contractor will be given the opportunity to correct the problem. If after re-evaluation, the problem persists, the Contractor may be terminated for cause

K. Policies and Procedures

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1. Sanitation: Contractor is required to keep all areas clean. This includes but is not limited to countertops, floors, equipment and maintaining neat and clean food bins and serving areas and all other sanitary and esthetic considerations. The Contractor is responsible for all cleaning supplies and paper products.

The Contractor is required to clean the tables in the McLane Commons during food concession operation hours including placing any refuse associated with the food concession in the appropriate trash receptacles.

Contractor will be responsible for establishing, implementing and enforcing a sanitation program as required by federal, state and local regulations. This program must be documented and will indicate methods to ensure compliance with the following minimum requirements:

- Cleanliness & personal hygiene of employees, including clothing
- Regular inspection of food service concession facilities
- Policies to guarantee sanitary working and eating areas
- A program to control and discard leftovers

All refuse and waste materials created by the Contractor's operations will be promptly disposed of at the end of business each day. Waste foods will be kept in closed containers. Grease will be disposed of in a proper manner, off campus, by the Contractor. All waste will be taken, by the Contractor, to KPC supplied dumpster at rear of Campus main building. All boxes must be flattened prior to placement in the appropriate dumpster.

As required during operation, the Contractor will ensure the kitchen is thoroughly cleaned, including the grease trap prior to annual breaks such as summer semester and / or upon termination of the contract. The kitchen will then be inspected by the contract administrator and/or KPC facilities staff to determine cleaning standards are met.

KPC will have the right to use the food service facilities for special events, but must provide thirty (30) day notice prior to the event. KPC will be required to return the area to the state in which it was received or the Contractor may charge a \$15.00 per hour cleaning fee with a maximum of \$50.00 without prior approval. If the estimated cost to clean is higher than \$50.00 the Contractor must provide an estimate for cleaning and obtain approval from the contract administrator prior to the cleaning

2. Supply Inventories: The Contractor shall be responsible for product and supply inventories. Inventories will not fall below acceptable levels that assure non-interruption of sales and/or services due to lack of goods.

3. Permits, Licenses And Insurances: The Contractor shall, at its sole expense, procure and keep in full effect all necessary permits, licenses and insurances required for the performance of the contracted services and will post or display in a prominent place such permits and/or notices as required by federal, state or local regulation.

4. Utilities: KPC shall cover the cost of utilities associated with the food concession. The Contractor will be responsible for instructing employees in utilities conservations practices and for operating under conditions which preclude the waste of utilities. Mechanical equipment including but not limited to heating controls, ventilation and air conditioning systems will not be adjusted in any manor by the Contractor or its employees.

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5. Access: The Contractor shall be responsible for security of KPC's facilities in the food concession and storage area.

The Contractor shall establish and implement methods of insuring that all keys/access cards issued are used only by authorized employees. No keys issued to the Contractor by KPC can be duplicated by the Contractor. All keys/access cards must be returned to KPC contract administrator upon termination of the contract or as requested. Costs associated with rekeying due to lost keys shall be the responsibility of the Contractor.

6. Emergency/Incident Response: The Contractor is responsible for the implementation of an emergency/incident response plan for its employees. The plan must be submitted in response to the solicitation proposal. The plan must be reviewed and updated as needed annually. The plan and proof of employee training must be submitted to the KPC contact administrator annually.

The Contractor will immediately notify the KPC contract administrator of any emergency or incident followed by a written report within three days of the event. The Contractor and employees must participate in all KPC safety training and drills. The Contractor is responsible for any costs generated as a result of the false alarm caused by the Contractor, its employees or activities.

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Past Performance Information



PAST PERFORMANCE INFORMATION:

Vendors are requested to provide specific information regarding their most recent past and present performance information (within the past three years.) This shall include all contracts performed by the Vendor within that period of time, including any and all contracts which were terminated, whether for cause or for other reasons. If necessary, please attach additional pages to this form.

1. **Name of Customer:** _____ **Contact:** _____
Address: _____ **Telephone:** _____
Description of Services: _____ **Email:** _____

2. **Name of Customer:** _____ **Contact:** _____
Address: _____ **Telephone:** _____
Description of Services: _____ **Email:** _____

3. **Name of Customer:** _____ **Contact:** _____
Address: _____ **Telephone:** _____
Description of Services: _____ **Email:** _____

4. **Name of Customer:** _____ **Contact:** _____
Address: _____ **Telephone:** _____
Description of Services: _____ **Email:** _____

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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

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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.

(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 \$100,000 or if for construction, the contract amount exceeds \$2,000 (40 U.S.C. 3141-3148).

The Contractor and its subcontractors shall comply with applicable federal labor standards provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

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. PROCUREMENT OF RECOVERED MATERIALS (2 CFR § 200.322)

All contractors/subcontractors/vendors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. All

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purchases of items designated in 40 CFR Part 247, which are in excess of \$10,000, must contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

8. 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.

9. 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.

10. 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 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:

(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:

Contract Amount	Minimum Required Limits
Under \$100,000	\$100,000 per occurrence

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	/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)

(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.

11. 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.

12. 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.

13. 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 Followup). The Contractor shall comply with all applicable audit requirements of the OMB Circulars listed in this provision and the prime contract.

14. CONFIDENTIALITY 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 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)

15. 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.

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16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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;
- (d) General Provisions;
- (e) Special Provisions;
- (f) Other attachments.

22. ASSIGNMENT

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(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.

23. 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.

24. 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.

25. 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/titleIXcompliance/nondiscrimination.

26. 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;

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(2) Undergo a local, state, and nationwide criminal background check and national sex offender registry check as defined in this policy and, if requested, provide a copy of the background check to UAF;

(3) Be prohibited from working under this contract involving minors if they:

- i. have been convicted of a crime of violence, neglect, reckless endangerment, or abuse against a minor or vulnerable adult;
- ii. are a registered sex offender;
- iii. have been convicted of possession of child pornography.

(4) Adhere to the contractor's written policies related to the supervision of minors. At a minimum the contractors supervision procedures should include:

- i. Minimum adult to minor ratios;
- ii. How to supervise minors during overnight activities;
- iii. A signed Code of Behavior;
- iv. How to supervise minors during activities that are associated with water use, including, but not limited to pools, showers, bathing areas, swimming, etc.;
- v. How to supervise minors during transition times, including drop-off and pick-up;
- vi. Mandatory reporting of incidents or allegations of sexual misconduct, (involving adults or minors) according to existing University procedures.
- vii. Missing Child Protocols

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

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

27. 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.

28. 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.

29. 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;

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(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 Policy P05.06.

30. 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.

(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.

31. 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

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invoiced is not in compliance with the terms and conditions of the contract.

32. 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.

33. 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.

34. 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.

(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

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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.

35. 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.

36. 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.

37. 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.

38. 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.

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SUPPLEMENTAL PROVISION FOR VENDORS AND CONTRACTORS PROVIDING SERVICES AT UNIVERSITY FACILITIES RELATED TO COVID-19 MANDATES

Pursuant to the situation caused by the COVID-19 pandemic and State of Alaska Health Mandates, the University of Alaska (University) is allowing contractors, consultants, vendors, and subcontractors to be on University property or participate in-person in University operations if their services are required to perform an essential service or provide critical infrastructure.

University of Alaska COVID-19 updates are published at:

<https://sites.google.com/alaska.edu/coronavirus/>

1) TERMS

- a) “COVID-Status” means an individual who has COVID-19 symptoms (as described by the CDC, including fever, cough, or shortness of breath), is under investigation for COVID-19, or has been confirmed as COVID-19 positive.
- b) “Present in UA Facilities” refers to individuals who have been physically present in a UA facility, or participated in-person in UA operations, in the 48 hours prior to experiencing COVID-19 symptoms (as described by the CDC, including fever, cough, or shortness of breath), becoming a person under investigation for COVID-19, or having been confirmed as COVID-19 positive.
- c) Social Distancing and Recommended Preventative Actions
 - i) “Social distancing” includes maintaining at least six-foot physical distancing from other individuals.
 - ii) “Recommended preventative actions” include recommendations by federal and state agencies, such as the CDC, OSHA, and the State of Alaska DHHS, such as washing hands with soap and water for at least twenty seconds as frequently as possible or using hand sanitizer containing at least 60% alcohol, covering mouth and nose with a mask or cloth face cover, covering coughs or sneezes (into the sleeve or elbow, not hands), regularly cleaning and disinfecting high-touch surfaces, and not shaking hands.
- d) CDC Recommended Action
 - i) “CDC recommended action” means following CDC guidance, including sending employees home if they exhibit COVID-19 symptoms in the workplace, cleaning affected facilities, and warning individuals potentially impacted by the COVID-19-affected individual’s presence in University Facilities or operations.
- e) Affiliated Individuals
 - i) “Affiliated individuals” means anyone affiliated with the contractor, consultant, or vendor, including but not limited to employees and subcontractors.

2) UNIVERSITY REQUIRED CONTROLS

- a) Contractors, consultants, and vendors shall ensure affiliated individuals follow all federal, state, local, and University orders, mandates, alerts, and advisories, including COVID-19 protocol such as social distancing, recommended preventative actions, and CDC recommended action.
- b) Contractors, consultants, and vendors shall be familiar with the most current OSHA COVID-19 Guidance, including OSHA 3390-03 2020, and provide the University a copy of their “Workplace Controls” for University review and records.

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- c) Contractors, consultants, and vendors shall maintain a log of all affiliated individuals entering University facilities or engaging in-person contact in University operations, including the name of the individual, date of physical presence, and physical University locations of the individual or operations in which the individual participated.
- d) For restricted access project sites, the contractor will:
 - i) Secure the site to restrict access to contractor-authorized personnel and the Owner Representative or Contract Administrator. In case of emergency, University personnel are authorized to enter the project site.
 - ii) Propose regular site cleaning strategies, in consideration of CDC guidelines, as part of their workplace controls.
- e) University facilities operating under restricted access :
 - i) Contractor, consultant, and vendor affiliated individuals may access University buildings using a University-issued key or access card.
 - ii) Contractor, consultant, and vendor affiliated individuals are required to carry identification.
 - iii) Contractor, consultant, and vendor affiliated individuals accessing University facilities must comply with the tracking and response requirements described below.
- f) Contractors, consultants, and vendors affiliated individuals entering University facilities or participating in-person in University operations shall comply with any University access control requirements, such as sign-in logs.
- g) In the event a contractor, consultant, or vendor must enter a building with known or suspected presence of the virus causing COVID-19, the contractor, consultant, or vendor must coordinate with the Owner Representative or Contract Administrator prior to entry.

3) COVID-19 RESPONSE REQUIREMENTS

- a) Upon receiving a report of a sick affiliated individual, the contractor, consultant, or vendor must:
 - i) determine whether the individual has been in a University facility or participated in-person in University operations in the 48 hours prior to becoming sick;
 - ii) If yes, the contractor, consultant, or vendor must ask whether the affiliated individual is experiencing COVID-19 symptoms (as described by the CDC, including fever, cough, shortness of breath), is under investigation for COVID-19, or has been confirmed as COVID-19 positive,
 - iii) If the response to the questions in (1) and (2) are yes, the contractor, consultant, or vendor must follow the protocol in subsection (C), below.
- b) Each day the contractor, consultant, or vendor shall ask each affiliated individual entering UA facilities or participating in-person in University operations the following questions: Are you experiencing any COVID-19 related symptoms (as described by the CDC, including fever, cough, or shortness of breath), are you under investigation for COVID-19, or have you been confirmed as COVID-19 positive? If anyone responds affirmatively, the contractor, consultant, or vendor must follow the protocol in subsection (C), below.

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c) Contractors, consultants, and vendors must inform the Owner Representative or Contract Administrator if an affiliated individual has COVID-19 symptoms, is under investigation for COVID-19, or has been confirmed as COVID-19 positive if that person has been in University facilities or participated in-person in University operations in the 48 hours prior to becoming sick with known or suspected COVID-19.

i) Notification must occur as soon as possible after the contractor, consultant, or vendor becomes aware of the known or suspected COVID-19 status but no later than beginning of the next business day.

ii) Notification should include:

(1) Nature of the COVID-19-related status (symptoms, under investigation, positive test);

(2) Date of first symptoms;

(3) When the individual was last at a University facility, and specific movements, or when the individual last participated in-person in University operations and specifics;

(4) All contacts with University affiliates in the 48 hours preceding COVID-19 symptoms.

iii) The contractor, consultant, or vendor must comply with any follow-up direction issued by the Owner Representative or Contract Administrator (e.g., following CDC recommended actions for notification, cleaning, and isolation or quarantine).

iv) Contractors (primarily construction) who control their work spaces:

(1) Immediately close off the affected work areas, properly post the area with signage indicating the area is in "COVID19 lockdown and no entry allowed." The contractor/vendor shall clean and disinfect per CDC recommended guidelines and in accordance with Contractor/Vendor COVID19 workplace control program.

(2) When cleaning is complete, Contractor shall notify the Owner Representative that the site is cleaned for work to continue.

4) Contractors, consultants, and vendors shall comply with all State and Federal mandates related to COVID-19. These include but are not limited to:

a) Coronavirus Disease 2019 (COVID-19) - Interim Guidance for Businesses and Employers

b) <https://www.osha.gov/SLTC/covid-19/standards.html>

c) <https://gov.alaska.gov/home/covid19-healthmandates/> (as applicable)

5) If there are schedule or other impacts to contractor, consultant or vendor's ability to perform related to this supplemental provision, notify the Contracting Officer or Owner Representative as soon as possible.

6) This supplemental provision shall remain in effect until revoked or modified by the Chief Procurement Officer

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Quote Form



Important Note: If you do not intend to submit a quote for the items or services specified herein, please return page 1 of the RFQ stating “No Quote” in order to be considered for future solicitations.

In lieu of rent, on a monthly basis the Contractor, with monies from the fixed percentage of gross sales / receipts and other monies due to KPC, shall make payment to KPC. In no case later than the tenth (10th) of the month. A check in the full amount due, based on the previous month's gross receipts, shall accompany the Vendor's monthly sales statement. 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 Kenai Peninsula College in lieu of rent for the operation of the Food Service Concession:

NOTE: The Estimated Annual Gross Concession Sales is for Evaluation purposes ONLY.

PERCENTAGE (%) OF GROSS SALES TO BE PAID TO KPC: _____

ESTIMATED ANNUAL GROSS CONCESSION SALES: **\$50,000.00**

TOTAL ANNUAL AMOUNT TO BE PAID TO KPC: _____

Company Name: _____

Name of Person Quoting: _____

Signature: _____

Telephone: _____

Email: _____