



Procurement & Contract Services Request for Proposals No. 23P0004CD

Matanuska-Susitna College Food Service Concession Operation

The University of Alaska (UA) is soliciting proposals from qualified Offerors to provide Food Service Concession Operation at Matanuska-Susitna College located in Palmer, Alaska, as specified herein.

<u>DELIVERY OF PROPOSALS</u> UA Procurement & Contract Services Via the UA BONFIRE Portal Per Instructions in Section IV, A. https://ua.bonfirehub.com/opportunities/72238	<u>SUBMITTAL DEADLINE</u> Proposals <u>must</u> be received no later than: August 17, 2022 5:00 PM Local Time
<u>DEADLINE FOR SUBMISSION OF QUESTIONS:</u> August 8, 2022	<u>RFP ISSUE DATE:</u> July 27, 2022

NOTE: Faxed submittals, or those submitted by any means other than described herein, **will not be accepted**, and will be rejected as non-responsive.

NOTICE TO OFFERORS

POINT OF CONTACT FOR RFP INQUIRIES:

Carson Davis, MBA
Senior Contracting Officer
Email: crdavis4@alaska.edu
Telephone: (907) 786-1341

The person listed above is the only point of contact for any inquiries regarding any aspect of this RFP or its requirements. Offerors who seek or receive information regarding this solicitation from any other University official may be declared non-responsive and removed from further consideration.

AVAILABILITY OF FUNDING

Any contract resulting from this solicitation will only be issued subject to the availability of funding. The funding source ☒ allows or ☐ does not allow application of Alaska preference laws.

PROCUREMENT OFFICER

DocuSigned by:

Carson Davis

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Carson Davis, MBA
Senior Contracting Officer

Matanuska-Susitna College Food Service Concession Operation

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I. Introduction & RFP Information

A. Purpose of Solicitation

The University of Alaska (UA) is soliciting proposals from qualified Offerors to provide Food Service Concession Operation at Matanuska-Susitna College located in Palmer, Alaska, as specified herein.

UA intends to issue a contract for the specified services with a one-year base period (Year 1) and options to extend for four (4) additional one-year periods. By signing the RFP Transmittal Form, the Offeror confirms its intent to be bound by the terms and conditions of the RFP, its specifications, and the results of any subsequent negotiations.

All Offerors submitting proposals are responsible for examining the entire RFP and any supplemental documents. Failure to do so shall be at the Offeror's risk.

Offerors may request an editable version of this RFP (in MS Word format) to facilitate preparation of a proposal. The solicitation is provided in such a format only to assist Offerors to more easily prepare a response to the RFP. The Offeror may not add, delete, or alter any language in this solicitation. In the event that there is any difference between the language contained in the MS Word version of the solicitation and the Adobe PDF version accessed on the P&CS website, the version on the website shall prevail.

(Note: The terms offeror(s), vendor(s), and contractor(s) may be used interchangeably throughout this solicitation.)

B. Anticipated Schedule for Contract Award

This schedule is presented as a rough guideline of the project for informational purposes only. Although it is based upon the best information currently available, UA makes no claims or guarantees as to its accuracy.

Issue Date of RFP.....	July 27, 2022
Deadline for Submission of Questions.....	August 8, 2022
Proposal Submittal Deadline.....	August 17, 2022
Notice of Intent to Award	August 29, 2022
Contract Award (Commence Services During September 2022)	September 8, 2022

C. General Information

Offerors must follow all instructions contained in the **Instructions to Offerors**.

To be considered, an Offeror must submit the required information and meet the minimum qualifications outlined herein. Proposals **must** be received by UA Procurement & Contract Services (P&CS) via the BONFIRE Portal by the date and time specified on the RFP Cover Page, or as subsequently amended.

As stated in the Instructions to Offerors, any deviations in a proposal from the requirements of this RFP must be fully disclosed in detail on the **Statement of Compliance Form** and submitted with the proposal. Failure by an Offeror to disclose all such information as required may result in that proposal being declared non-responsive and thereby disqualified from further consideration.

In addition to meeting the requirements for technical responsiveness, which include compliance with all RFP requirements, a proposal may not be contingent upon, or subject to, any other contract or agreement, unless required by law, whose terms and conditions may be in conflict with the terms and conditions of the RFP, or whose terms and conditions purport to govern or supersede those of the RFP. Unless specifically allowed, UA will not accept multiple or alternate offers or offers conditioned or contingent upon receiving award of all or a portion of this and/or another contract award. Offers in conflict with the intent of this paragraph will be rejected

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as non-responsive.

It is UA's intent to evaluate proposals and, if it deems necessary, to schedule oral presentations. Evaluations are expected to be completed soon after the submittal deadline.

This is only a Request for Proposals and is not an offer or order to perform services, and is not a commitment on the part of UA to award a contract.

D. Faxed Proposals Shall NOT be Accepted

Proposals **shall NOT** be ACCEPTED by fax transmission, *or by any means other than as electronic files submitted via the UA BONFIRE Portal before the Submittal Deadline listed on the RFP Cover Page.*

UA reserves the right to reject any or all proposals.

Proposals must arrive prior to the Submittal Deadline. It is the Offeror's responsibility to ensure that its proposal has arrived on time. Proposals which are late for any reason shall be rejected.

E. Basis of Award

Pending availability of funding, UA intends to award a single contract resulting from this RFP in the aggregate to the responsive, responsible Offeror whose proposal, conforming to the RFP requirements, receive(s) the greatest number of evaluation points, price and other factors considered, as outlined herein. This methodology permits award of a contract to an Offeror who does not offer the lowest price. Conversely, it also permits award to an Offeror whose proposal does not receive the highest technical score. Please refer to the Proposal Evaluation and Award section herein for more detailed information.

F. Inquiries/Questions Received Prior to the Deadline for Receipt of Proposals

All questions concerning this RFP shall be addressed by email to:

Carson Davis, MBA
Senior Contracting Officer
UA Procurement & Contract Services
(crdavis4@alaska.edu)

who is the single point of contact for any inquiries regarding this RFP. Offerors' questions and any UA responses will become public records. The deadline for submitting questions is listed on the RFP Cover Page.

Generally, there are two types of questions that arise. The first type typically requires directing the questioner to the specific section of the RFP where the answer may be found. At UA's option, response to this type of question may be given by email or over the telephone; such questions and answers are unofficial and in no case shall an oral response to a question affect any aspect of the RFP process.

The second type of question involves clarifying or interpreting parts of the RFP or the intent of the RFP. While UA has no obligation to respond to such questions, this type of question, and any response, will be made in writing. Any written responses conveying material information will be provided to all recipients of the original solicitation. If any oral responses are given, or claimed to have been given, no person may rely upon them and they will not affect any aspect of this RFP process. Offerors who seek or receive information regarding this solicitation from any University of Alaska official other than the individual listed above may be declared non-responsive and removed from further consideration.

Note: Prospective Offerors are encouraged to submit questions or requests for clarification.

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G. Period for Acceptance of Proposals

Except as otherwise specified in this solicitation, all proposals shall remain valid for a minimum of ninety (90) days after the Submittal Deadline listed on the RFP Cover Page.

H. Walk-Through

No formal site visit or walk-through is currently scheduled. However, an informal walk-through of the areas to be serviced may be requested during the RFP response period. Walk-throughs will be scheduled by appointment only.

The purpose of the walk-through is to allow potential offerors the opportunity to inspect and familiarize themselves with on-site conditions, layout, size, and other aspects of the areas to be serviced. A UA representative will be available to answer general questions about the facilities, usage, etc., but shall have no authority to amend, modify, enhance or diminish any requirements of the solicitation.

Site visits are not mandatory but failure to make a site visit may not be raised as a defense by an offeror against any information which may have been known within reason by making one.

Requests for walk-through appointments may be directed to the procurement officer listed on the Cover Page of the RFP.

I. Pre-Proposal Conference

No pre-proposal conference is currently scheduled. However, if UA determines that it would be in its best interest, one may be scheduled at a later date and notice will be given to all interested parties.

J. Clarifications and Discussions

Proposals will be reviewed by an evaluation committee in accordance with the criteria and methodology described in the Proposal Evaluation and Award section of this RFP. During the review process, UA reserves the right, where it may serve its best interests, to request additional information or clarifications from Offerors and, if it deems additional discussions or information to be useful and/or necessary to the fair and complete evaluation of a proposal, to allow corrections of errors or omissions. At the discretion of the evaluation committee and the responsible Procurement Officer, Offerors may be requested to make oral presentations or Best and Final Offers.

UA reserves the right to make award of a contract without conducting negotiations or discussions with Offerors. However, it reserves the right to conduct discussions with Offerors if the Procurement Officer determines that they may be useful and that they will produce the best outcome for UA.

K. Contract Type

Any contract awarded as a result of this solicitation will be a non-personal services contract with firm-fixed prices throughout the period of performance. Prices shall include all costs associated with providing the goods and services described in this solicitation.

L. Pricing

All prices offered shall be in U.S. Dollars.

Prices submitted on the Rate Response Form must include all costs associated with providing the services specified in the RFP.

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M. Payments

UA requires payment terms of Net 30 Days on its contracts. It may consider different payment terms, if so requested, but does not guarantee, and has no obligation, to do so.

N. Subcontracting

Offerors may use subcontractors to provide services required for contracts awarded as a result of this solicitation. UA reserves the right to approve all subcontractors employed in the performance of the contract(s). All subcontractors and their employees shall be held to, and must meet the same standards and requirements of the Contractor and the contract specification. If subcontractors are proposed, the Offeror shall provide the subcontractor's qualifications for evaluation as part of the proposal.

O. Alaska Business License

1. The Offeror shall have a valid Alaska business license at the time a contract is awarded.
2. To qualify as an Alaska bidder under AS 36.30.321, an Offeror shall have a valid Alaska business license at the time designated in the RFP as the Submittal Deadline for proposals.

II. Instructions to Offerors

1. General Requirements

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

- a. Late proposals will not be considered and will be returned to the proposer unopened. A proposal is late if it is not delivered to the University of Alaska proposal depository office at or before the time specified herein as the deadline for receipt of proposals.
- b. Proposal submittals must show full firm name and address of the offeror.
- c. All material submitted as part of a proposal will become the property of the University for use at its discretion.
- d. Authorized signatures are required. Proposals must be signed by an individual authorized to bind the offeror to its provisions. The person signing the proposal must show title and/or evidence of authority to bind the firm in contract.
- e. Photographs may be included with the proposal as appropriate or as desired by the offeror. There is no guarantee that photographs will be returned to offeror.
- f. The PROPOSAL TRANSMITTAL FORM from this RFP shall be submitted as the cover sheet of each proposal.

2. Pre-proposal Conference

A pre-proposal conference, if required, will be held at the time and place specified on the RFP Cover Page for purposes of detailed discussion of this RFP and clarification of requirements for the benefit of interested parties. Prospective offerors who wish to participate by teleconference instead of in person should make arrangements with UA Procurement & Contract Services by telephoning the number shown on the Cover Page. All prospective offerors are encouraged to attend or otherwise participate in this conference, if such a conference is held.

3. Modification or Withdrawal of Proposals

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

4. Questions and Explanations Regarding the RFP or Proposals

- a. Any prospective Offeror desiring an explanation or interpretation of the solicitation, specifications, provisions, etc., must request it in writing soon enough to allow a reply to reach all prospective Offerors before the submission of their proposals.
- b. Written questions must be submitted to the University of Alaska at the address shown for inquiries on the RFP Cover Page. All inquiries must include the RFP number.
- c. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective Offeror concerning a solicitation will be furnished promptly to all other

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prospective offerors as an amendment to the solicitation, if that information is necessary in submitting proposals or if the lack of it would be prejudicial to any other prospective offerors.

5. Errors and Ambiguities

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

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

6. Anticompetitive Practices

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

7. Subcontracting

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

8. Solicitation and Responsiveness of Offerors

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

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

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9. Selection for Award or Rejection of Proposals

- a. Selection for award and execution of contracts will be accomplished in accordance with Alaska Statutes Title 36 and the University of Alaska procurement regulations, policies, procedures, and the terms and conditions of this solicitation.
- b. The University will award a contract resulting from this solicitation to the responsible Offeror whose proposal, conforming to the solicitation, will be most advantageous to the University, cost or price and other factors, specified elsewhere in this solicitation considered.
- c. The University may (1) reject any or all proposals if such action is in the University's interest, (2) accept other than the lowest proposal, and (3) waive informalities and minor irregularities in proposals received.
- d. The University may award a contract on the basis of initial proposals received, without discussions. Therefore, each initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint.
- e. Discussions or negotiations may be conducted with all Offerors in the competitive range. If "Best and Final" offers are requested, they will be evaluated against the same criteria as were the initial proposals.
- f. This solicitation does not obligate the University to pay any cost incurred in the preparation or submission of such proposals, or to contract for service.
- g. Any contract awarded as a result of this solicitation will incorporate the contents of this RFP and the successful Offeror's proposal. The successful offeror(s) will be required to execute such a written contract and comply with its terms.

10. Responsible Prospective Contractors

- a. Alaska Statute 36.30 and Federal Regulations (OMB Circular A-110, Attachment O) prescribe that University contracts shall be awarded only to prospective Contractors who are determined to be responsible. After determination of an apparent successful Offeror, the University may make inquiries or require additional information from a prospective Contractor relating to a determination of responsibility.
- b. Failure of an Offeror to promptly supply information in connection with a University inquiry with respect to responsibility may result in a determination of non-responsibility with respect to the Offeror.
- c. In order to determine responsibility of a prospective contractor, the University may require Offerors to supply additional information or documentation, may perform on-site pre-award surveys, and inspect equipment or facilities.
- d. To be determined responsible, a prospective Contractor must:
 - (1) have adequate financial resources to perform the contract or the ability to obtain them;
 - (2) be able to comply with the contract performance schedule taking into consideration all existing other business commitments;
 - (3) have a satisfactory performance record;
 - (4) have a satisfactory record of integrity, and business ethics;
 - (5) have the necessary organization personnel, experience, accounting and operational controls, and technical skills, or the ability to obtain them;
 - (6) have the necessary equipment and facilities or the ability to obtain them; and
 - (7) be otherwise qualified and eligible to receive an award under applicable laws and regulations.
- e. A contract will NOT be awarded to any Offeror who is determined by the University to be a non-responsible prospective Contractor.

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11. Certified Cost or Pricing Data

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

"CERTIFICATE OF CURRENT COST OR PRICING DATA

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

12. Public Information

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

13. Notice of Intent to Award

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

14. Protest

a. Protest of Solicitation: An interested party may protest the specifications and/or terms and conditions of this RFP provided that such protest is submitted to UA Procurement & Contract Services, at the address listed on the RFP Cover Page, not later than the close of business three (3) working days prior to the closing date listed herein, or listed in any subsequent Amendments to the RFP. A protest of the specifications and/or terms and conditions of this RFP which is not filed 3 working days prior to the closing date shall be rejected as untimely.

b. Protest of Award: An interested party may protest an award under this RFP to the Procurement Officer provided that such protest is submitted to UA Procurement & Contract Services at the address listed on the RFP Cover Page not later than ten (10) days after issuance of the Notice of Intent to Award. A protest of an award of a contract resulting from this RFP not filed within 10 days after issuance of the Notice of Intent to Award shall be rejected as untimely.

c. A protest must be filed in writing and must include the following information

- i. The name, address and telephone number of the protester.
- ii. The signature of the protester, or the protester's representative.
- iii. Identification of the contracting agency and the solicitation at issue.

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- iv. A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents.
- v. The form of relief requested.

d. UA does not guarantee that a protest of a solicitation will result in an amendment to the terms and conditions, or postponement of the closing deadline. Nor does it guarantee postponement of award of a contract resulting from this RFP. Such action shall be taken only if the responsible Procurement Officer determines in writing that the protest has merit, is likely to be upheld, and that amendment, postponement, or other action is not contrary to UA's best interests. The Procurement Officer will issue a written decision within fourteen (14) days after date of filing of the protest. An appeal from a decision of a Procurement Officer may be filed with the Chief Procurement Officer not later than ten (10) days after the decision is received by the protester. The decision of the Chief Procurement Officer will be issued within fifteen (15) days after completion of the appeal report and comment period as prescribed by AS 36.30.

15. Authority

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

16. No Bid/Proposal Response

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

17. Discounts for Prompt Payment

- a. Discounts for prompt payment will not be considered in evaluating offers for award. However, offered discounts will be taken on payments if earned.
- b. Cash discount period on any invoice received shall commence on the date shipment is received or date services are accepted by the University, or date of invoice whichever is later. In the event of adjustment or damage to a shipment subject to a cash discount, the date of receipt of shipment by the University shall be the date the shipment is finally accepted.

18. Descriptive Literature

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

19. Brand Name or Equal Specifications

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

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

20. Testing and Samples

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

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

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

21. Alaska Business License

The Offeror shall have a valid Alaska business license at the time the contract is awarded. To qualify as an Alaska bidder under AS 36.30.321, and Offeror shall have a valid Alaska business license at the time designated, in the RFP, as the deadline for submitting proposals. Acceptable evidence that the Offeror possesses a valid Alaska business license may include any one of the following:

- a. Certification in the proposal that the Offeror has a valid Alaska business license and has written the license number in the space provided on the solicitation.
- b. Copy of the Alaska business license.
- c. A canceled check that demonstrates payment for the Alaska business license fee.
- d. A copy of the Alaska business license application with a receipt stamp from the State's business license office.
- e. A sworn notarized affidavit that the Offeror has applied and paid for the Alaska business license.

22. Alaska Bidder Preference

In accordance with UA Procurement Policy 6.23(c)(1), the procurement officer shall award a contract based on solicited offers to the lowest responsive and responsible Offeror either earning the greatest number of evaluation points, or providing the best value, after an Alaska bidders preference of five percent (5%) has been applied to the price offer of each qualified Alaska Offeror.

An "Alaska Bidder" is a person who:

- (1) holds a current Alaska business license;
- (2) submits an offer for goods, services, or construction under the name appearing on the person's current Alaska business license;
- (3) has maintained a place of business within the state staffed by the offeror or employee of the offeror for a period of six months immediately preceding the date of the offer;
- (4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship, and the proprietor is a resident of the state or is a partnership, and all partners are residents of the state;
- (5) if a joint venture, is composed entirely of ventures that qualify under (1) – (4) of this provision.

23. Additional Bidder Preference Entitlement

In accordance with AS 36.30.321(a) through (g), preference may be applied to an offer submitted by any qualified state certified employment program, person with disability, and/or employer whose employees include fifty percent (50%), or more, persons with a disability.

a. In accordance with AS 36.30.321(b) and (e), a fifteen percent (15%) preference may be applied to offers received from any qualified Alaskan bidder who qualifies as a state certified employment program.

b. In accordance with AS 36.30.321(d) and (e), a ten percent (10%) preference may be applied to offers received from any qualified Alaska bidder who qualifies as:

1. A sole proprietorship owned by a person with a disability;
2. A partnership, if each of the partners is a person with a disability; or
3. A corporation that is wholly owned by individuals and each of the individuals is a person with a disability.

c. Preference under this section may be claimed only by qualified Offerors who, at the closing time for receipt of proposals stipulated herein, are on the 2014 Approved List for Procurement Preference of qualified employment entities maintained by the State of Alaska, Department of Labor and Workforce Development, Division of Vocational Rehabilitation.

d. A preference under this section is in addition to any other preference for which the Offeror qualifies, including the Alaska Bidder Preference. However, an Offeror shall not receive more than one of the disability preferences outlined in AS 36.30.321(d).

e. If a Bidder or Offeror qualifies as an Alaska bidder and is a qualifying entity, a five percent (5%) preference shall be applied to the price in the bid or proposal. The preference may not exceed \$5,000. In this subsection,

- (1) "Alaska veteran" means an individual who is both a resident of the state and a veteran;
- (2) "qualifying entity" means a
 - (A) sole proprietorship owned by an Alaska veteran;
 - (B) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;
 - (C) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or
 - (D) corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans;
- (3) "veteran" means an individual who
 - (A) served in the
 - (i) armed forces of the United States, including a reserve unit of the United States armed forces; or
 - (ii) Alaska Territorial Guard, the Alaska Army National Guard, the Alaska Air National Guard, or the Alaska Naval Militia; and
 - (B) was separated from service under a condition that was not dishonorable.

24. Alaska Product Preferences

a. The Commissioner of Commerce and Economic Development administers the Alaska Product Preferences program under AS 36.30 and publishes the "Alaska Product Preferences List." Only products included in the list that was published at least 30 days before the solicitation was issued will be eligible to receive preference in the evaluation of offers. (This provision for preference does not apply to solicitations for forest

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products, including timber, lumber, manufactured lumber products, and construction. Alaska forest product preference is covered by the Instruction of this solicitation entitled “Use of Local Forest Products.”)

- b. Materials and supplies with value added in the state that are:
 - (1) More than 25 percent and less than 50 percent produced or manufactured in the state are Class I and will be given a three percent (3%) preference.
 - (2) More than 50 percent and less than 75 percent produced or manufactured in the state are Class II products which will be given a five percent (5%) preference.
 - (3) More than 75 percent produced in the state are Class III and will be given a seven percent (7%) preference.
- c. Offerors claiming this preference shall so indicate clearly in the offer, indicate class of preference claimed (I, II, or III), and the item or items to which the preference applies. Failure to so indicate will result in no preference being granted. Offerors are encouraged to review the provisions AS 36.30.322 – 338 to determine product preferences to which they may be entitled.

25. Use of Local Forest Products

- a. If this solicitation is for procurement of forest products, including timber, lumber, and manufactured lumber products, only such products originating in Alaska may be procured under this solicitation except when the manufacturers and suppliers who have notified the Commissioner of Commerce and Economic Development of their willingness to manufacture or supply such Alaska forest products (1) have been given reasonable notice of this solicitation, and (2) are unable to supply the products at a cost that is not more than seven percent (7%) higher than the price of non-Alaska forest products.
- b. Instructions of this solicitation entitled “Alaska Product Preferences” above, do not apply to procurements of timber, lumber, and manufactured lumber products.
- c. Exception to the requirement for Alaska forest products under this provision will be granted only if the offeror provides with its offer documentation satisfactory to the procurement officer showing non-availability of Alaska forest products, or that the cost of Alaska forest products is more than seven percent (7%) higher than non-Alaska forest products.
- d. To the extent that this solicitation proposes procurement of forest products, award may be made to the lowest responsive responsible offeror of Alaska forest products whose price is not more than seven percent (7%) higher than competing non-Alaska forest products offers in accordance with AS 36.30.322.

26. Preference for Recycled Products

In addition to any other preferences claimed by the offeror, to the extent that recycled products or materials are offered under this solicitation, the University shall decrease the proposal price by five percent (5%) of the offered price for purposes of evaluation. The offeror must indicate in its proposal that it is claiming this preference, and to which items it applies. U.S. Environmental Protection Agency guidelines shall be used to determine recovered material content requirements or other criteria for qualification as a recycled product under this provision. The procurement officer’s determination regarding qualification as a recycled product for purposes of evaluation of offers and preferences shall be based on documented information supplied or obtained in support of an offer, and shall be final.

III. Proposal Evaluation and Award

Pending availability of funding, UA will award a contract resulting from this RFP to the responsive, responsible Offeror whose proposal, conforming to the RFP requirements, receives the greatest number of evaluation points, price and other factors considered. This methodology permits award of a contract to an Offeror whose proposal does not offer the lowest price. Conversely, it also permits award of a contract to an Offeror whose technical proposal does not receive the highest rating.

UA intends to evaluate proposals and make award without discussions with offerors. However, UA reserves the right to conduct discussions if the Procurement Officer later determines them to be necessary.

A. Preliminary Administrative Evaluation

Prior to review by the evaluation committee, all proposals will be evaluated to determine if they are responsive to the administrative and submittal requirements of the RFP as to form, format, and substance. This administrative evaluation, performed by the responsible Procurement Officer, will determine that:

1. The proposal was received prior to the deadline.
2. The proposal was submitted in the correct format(s).
3. The correct proposal forms were properly completed, signed and dated, and submitted. (See Section IV – Required Proposal Submittals)
4. Any other necessary forms are included.
5. All material alterations or erasures to any forms, if any, were initialed by the signer of the proposal, and noted on the RFP Statement of Compliance Form.
6. The proposal includes evidence of a current State of Alaska business license, which is required by Alaska Statute at the proposal submittal deadline in order for Alaska preferences to be applied, if applicable.
7. The Offeror has no conflicts of interest regarding any services under this RFP.

Proposals failing to comply with all administrative requirements may be declared non-responsive and removed from further consideration.

B. Technical Evaluation

Proposals which comply with the preliminary administrative requirements of the RFP will be forwarded to an evaluation committee made up of University employees, and others as may be described herein, to score or rate proposals for technical merit according to the criteria included herein (see below). The committee will serve under the guidance of the Procurement Officer, who serves as chair and ex officio member of the committee.

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Proposals will be evaluated and scored using the following criteria:

Criteria Table	
Experience and Qualifications	55%
Offerors must demonstrate a track record of successfully providing food services. An offeror's experience related to previous projects similar in scope, size, and complexity will be evaluated to assess an offeror's qualification to manage and complete the requirements of this solicitation. An offeror's past performance will be evaluated to determine the quality of work previously provided and to assess the relative capability of the offeror to effectively accomplish the requirements of this solicitation. Acceptability, feasibility, and quality of the Offeror's proposal may also be considered in evaluating its capacity to perform.	
Proposed Menu	30%
Provide a standard menu for a day, which details proposed selections, prices, and daily availability. Discuss menu rotation, if any, for customer variety. Describe ability to provide portion size and nutritional information on menus. Describe plans to offer special items or other methods of ensuring variety. Indicate any ideas for additional equipment to improve the variety of service.	
Commission Offered (% of Gross Sales)	15%
Price will be evaluated by the Procurement Officer in accordance with the methodology outlined herein based on the Commission Rate submitted on the Rate Response Form (See Section IV, E).	
TOTAL	<u>100%</u>

Non-price, technical evaluations of each proposal will be performed independently by each committee member, with no attempt to reach a scoring consensus. The committee may discuss the details and features contained in proposals for the purpose of ensuring there is agreement about what is contained there and/or to clarify parts of an offer which may be unclear.

C. Scoring Methodology

Non-Price: Proposals will be evaluated on non-price criteria as follows. Each member of the Committee will independently enter a scaled rating of 1 to 10 with 10 being the highest for each criterion outlined above. The scaled rating will then be multiplied by the weight to produce a weighted score for each factor. For example, if an evaluator assigned a scaled rating of 10 for criterion 1 – Experience and Qualifications, it would result in a raw weighted score of 550 (10 points X 55 [weight] = 550). The weighted scores of all non-price factors will then be summed to provide a total weighted technical score for each proposal from each evaluator. The aggregate score of each proposal will then be divided by the number of evaluators to produce an average non-price technical score for each proposal. The highest number of technical points attainable is 850. If an offer fails to earn sufficient points to place it within the competitive range, as described below, the offer may be found non-responsive and removed from further consideration for award.

Upon completion of the non-price evaluation, discussions, requests for clarifications, or negotiations (without divulging competitors' pricing, or standing) may be conducted with all qualified offerors, or those offerors who fall into a clear competitive range. Based upon the results of the scoring, UA may seek clarifications from all offerors in the competitive range. The competitive range shall include all proposals receiving a technical score high enough to remain under consideration for award when ranked with other proposals received. This is not a

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strict mathematical formula and may not be challenged on that basis except in the case of obvious arithmetic errors.

Price: Price shall not be disclosed to the members of the evaluation committee until the technical evaluation process is completed. Points for price will be calculated by the Procurement Officer, based upon the pricing information submitted by each Offeror on the Rate Response Form, as follows:

- The Alaska Bidder Preference shall be applied, where applicable (note that UA Procurement Policy requires that preferences be applied to price only for RFP evaluation.)
- The maximum number of points allowable for price shall be given to the responsive, responsible proposal with the highest commission rate of gross sales per month payable to Matanuska-Susitna College. (For purposes of this RFP, this number is 150, 10 points X 15 [weight])
- Price points for the remaining responsive, responsible proposals shall be calculated as follows:

- (a) Multiply the highest offered commission rate by the average gross sales amount of \$88,955.86 to find the higher return to Matanuska-Susitna College.

Multiply the lower offered commission rate by the average gross sales amount of \$88,955.86 to find the lower return to Matanuska-Susitna College.

Multiply the lower return by the assigned weight for price. Divide that number by the highest return. This produces a mathematically proportional assignment of price points. See the example below:

- (1) Offer A: 20% of gross sales x \$88,955.86 = \$17,791.17 return

Offer B: 15% of gross sales x \$88,955.86 = \$13,343.38 return

Offer C: 8% of gross sales x \$88,955.86 = \$8,895.59 return

Therefore,

- (2) Assume Price is given a weight of 15. Offer A receives 150 points.

- (3) Offer B's price points are calculated as follows:

$$\frac{\$13,343.38 \times 150}{\$17,791.17} = 113 \text{ (rounded) Price points for Offer B}$$

- (4) Offer C's price points are calculated as follows:

$$\frac{\$8,895.59 \times 150}{\$17,791.17} = 75 \text{ (rounded) Price points for Offer C}$$

- (b) If additional rounds of price competition are required, the steps above are repeated for each subsequent price submittal.

D. Best and Final Offer

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

IV. Required Proposal Submittals

As outlined in the RFP, proposals will consist of a technical proposal and a price proposal. Offerors must complete all required forms and submit them with the technical proposal, in the order indicated, as an Adobe PDF file. In addition, Offerors must complete the **Rate Response Form(s)** and submit it, as a separate, clearly marked, PDF file with their proposal. Do not include rate information in the technical offer or any other part of your proposal.

By submitting a response to this solicitation, Offeror attests to its understanding, agreement and compliance with all forms and documents indicated below. Any exceptions must be explained on the **Statement of Compliance Form**. Failure to provide the required completed documents in the manner requested may result in the Offeror's proposal being declared non-responsive.

A. Required Submittal Method

The University of Alaska uses BONFIRE Portal for accepting and evaluating proposals digitally.

Upload submissions using the following link: <https://ua.bonfirehub.com/opportunities/72238>

Submissions must be uploaded, submitted, and finalized prior to the Submittal Deadline listed on the RFP Cover Page, or as subsequently amended. UA strongly recommends that offerors allow sufficient time -- **at least ONE (1) day** -- before the Submittal Deadline to begin the uploading process and to finalize submissions.

Note the type and number of files allowed. The maximum upload file size is 1,000 MB. Do not embed any documents within uploaded files, as they will not be accessible or evaluated.

Each item of Requested Information will only be visible after the Submittal Deadline. Uploading large documents may take significant time, depending on the size of the file(s) and internet connection speed.

Offerors will receive an email confirmation receipt with a unique confirmation number once their submissions are finalized.

Minimum system requirements:

- Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox
- Javascript must be enabled
- Browser cookies must be enabled.

Please contact Bonfire at Support@GoBonfire.com for technical questions related to submissions or visit their help forum at <https://bonfirehub.zendesk.com/hc>

B. Checklist of Required Submittals

To be considered for award, proposals must include all required submittals. To assist Offerors in returning all of the required information, the following checklist has been prepared.

Administrative Requirements:

During the Administrative Evaluation, proposals will be reviewed for compliance with the proposal submittal requirements outlined in the Instructions to Offerors to determine that:

- The proposal was received on time
- The proposal was submitted in the correct format
- The correct forms (electronic files) were submitted in the required order (See Required Forms below): one electronic file containing the technical proposal and all required submittal forms; a second electronic file containing the Rate Response Form
- The proposal forms were properly completed, signed and dated
- All other necessary forms were included

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- All material alterations or erasures, if any, were initialed by the signer of the proposal
- Proof of Alaska Business License, as may be required
- The Offeror has no conflicts of interest regarding any services requested under this RFP

Proposals failing to comply with the above requirements may be declared non-responsive and may be eliminated from further consideration.

Required Documents:

The following Required Documents must be submitted with your proposal:

- ☒ Proposal Transmittal Form (RFP Form D)
- ☒ Technical Statement of Experience and Qualifications
- ☒ Proposed Menu
- ☒ Rate Response Form (commission percentage) (RFP Form E)
- ☒ Statement of Compliance Form (RFP Form F)
- ☒ Representations, Certifications and Statements of Offerors (RFP Form G)

Please Note: If you have other documentation or information to submit with your proposal (e.g., introduction letter, business license, etc.) that is not specifically included in one of the Required Forms, you may attach it to the Proposal Transmittal Form or one of the other forms. Please do not include price-related information with any of these forms except the Rate Response Form(s).

C. Proposal Content Requirements

1. Technical Statement of Experience and Qualifications

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

1.1. Experience/Qualifications: An offeror must demonstrate a track record of successfully providing food services. An offeror's experience related to previous projects similar in scope, size, and complexity will be evaluated to assess an offeror's qualification to manage and complete the requirements of this solicitation. An offeror's past performance will be evaluated to determine the quality of work previously provided and to assess the relative capability of the offeror to effectively accomplish the requirements of this solicitation. UA may obtain information from references provided by the offeror, customers known to UA, consumer protection organizations, and any other source that may have useful and relevant information. If discussions are held, an offeror will be given the opportunity to comment on past performance information obtained, provided the offeror did not have a previous opportunity to comment. Provide the following:

- a. History:** Include a brief history of the offeror's experience related to previous projects similar in scope, size, and complexity. Experience history shall include number of years in business, management or key personnel qualifications to manage and complete the requirements of this solicitation. Include background and experience as applicable to the position held, applicable licenses or certifications held, professional organizations or certifications, and education as it relates to their individual positions.
- b. References:** Provide a list of a minimum of three (3), preferably for contracts similar in size, scope, and complexity, and preferably completed during the last three (3) years or currently in progress. Include the following:

- (1) Name of the company or institution
- (2) Description of the work performed

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- (3) Administrative contracting officer names, phone and email address
- (4) Identify any special accomplishments associated with the contract
- c. Provide information on problems encountered on previous contracts and lessons learned and/or corrective actions taken. Provide a brief description of any pending disputes or claims. Be specific in identifying a problem and describing its resolution. This information is required as UA may award without discussions or negotiations.
- d. Indicate the abilities, skills, and qualifications of key personnel assigned to this project.
- e. Describe knowledge of regulatory requirements to operate a limited food service establishment.
- f. Provide quality control and customer service plans used to maintain high quality standards.
- g. Describe efforts made to use recycled materials.
- h. Describe any other methods used to maximize sales.
- i. Confirm ability to accept credit cards for payment. Do you require a minimum sales transaction value to accept credit cards as payment? Describe.

2. Proposed Menu

- a. Provide a standard menu for a day, which details proposed selections, prices, and daily availability. Discuss menu rotation, if any, for customer variety.
- b. Describe ability and/or difficulty in providing portion size and nutritional information on menus.
- c. Describe plans/methods to identify and provide daily specials, or other methods for ensuring a variety of menu items are offered.
- d. Indicate any ideas for providing additional equipment to improve the variety of service.

3. Commission Offered (% of Gross Sales)

Price will be evaluated by the Procurement Officer in accordance with the methodology outlined herein based on the Commission Rate submitted on the Rate Response Form (**See Section IV, E**). Commission information shall not be included in any other part of the Offeror's proposal.

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D. Proposal Transmittal Form

Firm Name: _____ **Telephone:** (____) _____

Address: _____ **FAX:** (____) _____

_____ **Email:** _____

Alaska Business License No. _____

The Offeror has made true and accurate representations, certifications, and statements regarding its status and its proposal in the Representations and Certifications by Bidders/Offerors included in this proposal, including representations regarding small business status.

NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE:

The North American Industry Classification System (NAICS) is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy.

<https://www.census.gov/naics/>

SMALL BUSINESS SIZE STANDARDS:

To qualify as a small business concern for most SBA programs, small business size standards define the maximum size that a firm, including all of its affiliates, may be. A size standard is usually stated in number of employees or average annual receipts. SBA has established two widely used size standards—500 employees for most manufacturing and mining industries, and \$7 million in average annual receipts for most nonmanufacturing industries. While there are many exceptions, these are the primary size standards by industry. (For more complete information on size standards, see SBA's Small Business Size Regulations ([13 CFR §121](#)) or the ([Table of Small Business Size Standards](#))).

North American Industry Classification System (NAICS) Code: 722310
NAICS Classification Name:
Food Service Contractors

In order to qualify as a small business for this solicitation, the business receipts of the company and its affiliates during the preceding twelve (12) month period must not exceed \$41.5 million.

Certification:

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

Signature: _____ **Date:** _____

Name: _____
(please print)

Title: _____
(please print)

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E. Rate Response Form

Note: Faxed proposals are not acceptable and shall be rejected as non-responsive.

If you do not intend to submit a proposal, please indicate “No Bid” on the Rate Response Form.

SUBMITTING OFFEROR:

(Printed Name of Offeror)

(Printed Name of Individual & Title)

(Signature of Individual)

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

Indicate in the space provided below, the monthly percentage of gross sales to be paid to Matanuska-Susitna College in lieu of rent for the operation of the Food Service Concession.

_____ **% OF GROSS SALES PER MONTH**

NOTE: For evaluation purposes, the University will use the average gross sales volume of \$88,955.86 from Fiscal Years 2017 through 2020 multiplied by the percentage of gross sales offered above.

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F. Statement of Compliance Form

I hereby acknowledge receipt of University of Alaska Request for Proposals (RFP) No. 23P0004CD, and certify that this proposal conforms to the requirements of the RFP except as noted below. (If none, write “NONE”.) List specific exceptions, if any, below by page, paragraph, and line references. Attach additional pages as necessary. **Do not submit Offeror’s terms and conditions as blanket replacement of terms and conditions in these Proposal Documents.**

Firm Name

Authorized Signature

Date

Title

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G. Representations, Certifications & Statements of Offerors

1. TYPE OF BUSINESS ORGANIZATION

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

(a) It operates as

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

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

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

2. PARENT COMPANY INFORMATION

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

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

3. TAXPAYER IDENTIFICATION

(a) Definitions

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

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

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

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

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

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

☐ TIN: _____

☐ TIN has not been applied for.

☐ TIN is not required because: _____

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the US.

☐ Offeror is an agency or instrumentality of a state or local government.

☐ Other. Explain basis _____

(d) Corporate Status of Bidder/Offeror:

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

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services

☐ Other corporate entity

☐ Not a corporate entity

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a)

(e) Common Parent:

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

☐ Bidder/Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

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☐ Name and TIN of Bidder/Offeree's common parent:

Name: _____

TIN: _____

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

☐ Joint Venture consists of:

(Bidder/Offeree must list name and address of all entities)

(Attach additional sheet(s) if necessary.)

4. CONTINGENT FEE REPRESENTATION AND AGREEMENT

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

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

(1) () has, () has not employed or retained any person or company to solicit or obtain this contract; and

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

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

5. AUTHORIZED NEGOTIATORS.

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

6. PERIOD FOR ACCEPTANCE OF OFFER.

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

7. PLACE OF PERFORMANCE.

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

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

Place of Performance (Street Address, City, Name and Address of Owner and Operator
County, State, Zip Code) of the Plant or Facility if other than Offeror

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8. SMALL BUSINESS CONCERN REPRESENTATION

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

9. SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION

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

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

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

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

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

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

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

10. WOMAN-OWNED SMALL BUSINESS REPRESENTATION

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

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

11. PREVIOUS CONTRACTS AND COMPLIANCE REPORTS

The Contractor represents that:

- (a) It () has () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation the clause originally contained in Section 310 of Federal Executive Order No. 10925, or the clause contained in Section 201 of Federal Executive Order No. 1114
- (b) It () has () has not, filed all required compliance reports; and

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

12. CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

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

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

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

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

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

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

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

14. CLEAN AIR AND WATER CERTIFICATION

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

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

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

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

15. 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 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.

16. ANTI-KICKBACK PROVISIONS

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

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

17. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION

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

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

www.alaska.edu/titleIXcompliance/nondiscrimination

18. PROTECTION OF MINORS

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

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

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

- (1) Be trained and certified in the identification, prevention and reporting of the sexual abuse of minors;
- (2) Undergo a local, state, and nationwide criminal background check and national sex offender registry check as defined in this policy and, if requested, provide a copy of the background check to UA;
- (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;

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- 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 UA that all contractors shall, at all times, be respectful of minors.

19. ASSURANCE OF FEDERAL COMPLIANCE BY THE CONTRACTOR

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

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

20. CERTIFICATE OF INDEPENDENT PRICING AND PLEDGE TO REFRAIN FROM ANTICOMPETITIVE PRACTICES

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

21. PENALTY FOR FALSE STATEMENTS

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

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

22. CERTIFICATION OF PROCUREMENT INTEGRITY

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

23. DRUG FREE WORKPLACE

To the extent that any facilities, equipment, vessel or vehicle to be provided under this bid/offer is to be used as a place of work by University of Alaska employees, the Bidder/Offeror certifies that it does and will maintain such place of work as a drug free workplace in compliance with the Drug Free Workplace Act of 1988 (P.L. 100-690) subject to all the sanctions and penalties in that Act. To this end the Bidder/Offeror represents that it is in compliance with the requirements of the clause prescribed by the Federal Acquisition Regulations (FAR) 52.223-5. (A copy of the FAR 52.223-5 clause is available from the office issuing this solicitation upon request.)

24. BIDDER/OFFEROR CERTIFICATION AND REPRESENTATION SIGNATURE

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

(1) Bidder Preference

- ☐ 5% Alaska Bidder Preference (AS 36.30.321(a))
- ☐ 15% Alaska Employment Program Preference (AS 36.30.321(b))
- ☐ 5% Alaska Domestic Insurer Preference (AS 36.30.321(c))
- ☐ 10% Disability Preference (AS 36.30.321(d))
- ☐ 5% (NTE \$5,000) Alaska Veteran Preference (AS 36.30.321(f))

(2) Product Preference

- ☐ 3% Class I Alaska Product Preference, (AS 36.30.332)
Items: _____

- ☐ 5% Class II Alaska Product Preference, (AS 36.30.332)
Items: _____

- ☐ 7% Class III Alaska Product Preference, (AS 36.30.332)
Items: _____

- ☐ 5% Recycled Product Preference, (AS 36.30.339)
Items: _____

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

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

25. BIDDER/OFFEROR CERTIFICATION AND REPRESENTATION SIGNATURE

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

AUTHORIZED SIGNATURE: _____ **Date:** _____

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

V. Specifications & Scope of Work

A. Background Information

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

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

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

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

The University operates on a Fiscal Year basis, from July 1 through June 30 of each year. The estimated annual gross sales receipts (based on prior performance) for the food service concession is \$50,000.00 to \$150,000.00.

B. Period of Performance

1. The Contractor will be expected to begin work between August and September, 2022, or within ten (10) days of award, whichever is later. The contract shall be issued for an initial period from the date of award, 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.

C. Scope of Work

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

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

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The Contractor shall furnish all labor, materials, resources and services necessary to perform the food service and espresso concession requirements. The Contractor shall comply with federal, state, and local regulations and applicable industry standards, in strict accordance with the specifications, provisions, terms, and conditions of this Proposal. MSC will not be involved in ownership, licensing, or management of the concession.

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

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

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

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

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

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

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

5. HOURS OF OPERATION:

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

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

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Monday through Thursday: Between the hours of 8:30 a.m. – 7:00 p.m.

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

Saturday and Sunday: Closed

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

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

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

Labor Day

Thanksgiving Day and the day after

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

Martin Luther King Day

Spring Break (1 day)

Memorial Day

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

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

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

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

- 6.3 MINIMUM MENU REQUIREMENTS:

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

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

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

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

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

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

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

10. CUSTOMER SATISFACTION:

- 10.1 Quality of Customer Service: MSC requires that all services offered to customers be courteous, responsive and friendly. The Contract Administrator shall have the right to review the behavior of Contractor personnel toward customers and request that undesirable behavior and practices be discontinued or remedied.
- 10.2 The Contractor shall constantly endeavor to improve the operations with a view toward developing maximum gross receipts potential and service to customers.
- 10.3 Evaluation: Periodically MSC may provide evaluation forms to the consumers of the food service facility to measure customer satisfaction. Consumers may be asked to evaluate the price, quality of the food service, or other qualitative factors on the concessionaire, and they may offer suggestions for improvement or desired additions. The Contract Administrator will review the results of the survey with the Contractor.

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

11. USE AND CARE OF FACILITIES:

- 11.1 The Alaska Department of Environmental Conservation defines the MSC kitchen as a full-service establishment. Any Items catered to the facility must be prepared in a licensed kitchen.
- 11.2 The Contractor shall be responsible for equipment and premises provided by MSC for operation of the food service concession. Equipment and premises shall receive routine care and cleaning normally given food service equipment and facilities, in accordance with provisions of Alaska Department of

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Environmental Conservation 18 AAC 31 "Food Service Regulations" and other pertinent referenced codes (fire, building, sanitation, mechanical, etc.), and at the frequency called for according to manufacturers' specifications to ensure proper operation and functioning.

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

- 11.3 MSC shall provide all food service facilities and equipment in good, operable condition. The Contractor will vacate facilities and equipment, at the term of each use period, or at the end of the contract, in the same condition, normal wear and tear excluded. The Contractor shall bear the full responsibility for damages to equipment owned by the Contractor, or equipment provided by MSC, caused by the negligent operation of facilities or misuse by the Contractor.
- 11.4 MSC reserves the right to use the food service facilities for special events, but must provide 10-day notice prior to the event. MSC will be required to return the area to the state in which it was received or the Contractor may charge a \$10.00 per hour cleaning charge with a maximum of \$50.00 charge without prior approval. If the estimated cost to clean is higher than \$50.00 then the Contractor must provide an estimated time for cleaning and get approval from the contract administrator prior to the cleaning.
- 11.5 MSC shall furnish, without charge, all existing electricity, water and drainage service. Telephone service may be provided but at the full expense of the Contractor.
- 11.6 Eating Area: It is the Contractor's responsibility to keep tables clean and place all waste in trash receptacles. The tables shall be cleared off, thoroughly disinfected and wiped down regularly. The Contractor shall clean tables, chairs, floors, trashcan exteriors, and the microwave(s) as required throughout the day to maintain proper sanitary conditions. Trash shall not be removed from tabletops and placed on floors. MSC shall be responsible for emptying trash receptacles in the seating area and maintaining the floors (i.e. vacuuming, etc.).
- 11.7 Kitchen: All refuse and waste materials created by the Contractor's operations shall be promptly disposed of at the end of business each day. The Contractor shall keep food waste in closed containers until it is removed from the food service area, on a daily basis. The Contractor shall properly dispose of grease off campus. The Contractor shall take all waste to the MSC supplied dumpster located behind the Jalmar Kertulla Building. All boxes must be flattened prior to placement in the dumpster. The Contractor is responsible for all cleaning supplies (SDS for cleaning supplies must be onsite) and paper products required in the kitchen. The Contractor shall ensure that the kitchen area is thoroughly cleaned, including the grease trap, floor, and behind all equipment. The Contractor shall also thoroughly clean the kitchen area prior to any annual breaks or upon termination of the contract. MSC is working toward becoming a "green" campus, and the Contractor is requested to recycle waste cooking oil through a recycling entity.

12. CLEANING STANDARDS AND PRACTICES:

- 12.1 Daily Cleaning, Kitchen: The Contractor shall complete daily floor scrubbing to remove food and food grease. The Contractor shall clean doors and applicable surfaces to remove grease and food soil
- 12.2 Weekly Cleaning, Kitchen: The Contractor shall complete weekly cleaning of the grease trap, exhaust hood, and filter.

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12.3 General Cleaning, Kitchen: The Contractor shall maintain a clean, soil free vinyl floor, with a gloss finish. The Contractor shall break down appliances to remove food, and remove any baked-on food residue from under burners, inside the oven, and/or the surfaces of appliances. Walls in proximity to cooking areas and appliances shall be kept free of grease and food.

12.4 Daily Cleaning, Food Service Area: The Contractor shall clean tables, chairs, floors, trashcan exteriors, and the area microwave as required throughout the day to maintain proper sanitary conditions.

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

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

14. SANITATION:

14.1. Contractor shall comply with all applicable health codes. Copies of inspections must be sent to the MSC Contract Administrator. This includes any necessary health certifications for employees and concession operations.

14.2. Contractor will be responsible for establishing, implementing and enforcing a sanitation program, which must be documented and will indicate methods to ensure compliance with the following minimum requirements:

- a. Cleanliness/personal hygiene of employees, including clothing;
- b. Regular inspection of food service concession facilities;
- c. Policies to guarantee sanitary working and eating areas;
- d. A program to control and discard leftovers.

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

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

16.1. The MSC Contract Administrator is empowered to make changes related to temporary increases or decreases for services with existing pricing established as a result of this proposal or subsequent

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negotiation, this without a formal contract modification. The Contract Administrator and Contractor's Contract Manager shall determine which method of communication shall be used for these temporary changes. Communication may be verbal followed up with a written request for the increase or decrease in service. All suspensions or additions of service initiated by the Contract Administrator, or designee, shall be binding on MSC and the Contractor. Formal contract modifications will not be issued for frequent temporary changes. Formal contract modifications will be issued for suspensions of service greater than 60 days, permanent additions in service, and permanent changes in frequency.

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

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

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

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

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

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

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19. EMPLOYEES

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

20. TRAINING:

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

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

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deemed contrary to the public or MSC's best interests. The Contractor's supervisors are responsible for enforcing the following:

- 21.1 MSC is a Drug-Free Workplace. The Contractor's management and employees shall not use controlled substances not prescribed for them, nor illegal substances. Contractor's employees appearing to be under the influence of alcohol or drugs shall not be permitted on MSC property.
- 21.2 Business solicitations from the Contractor or Contractor's employees soliciting additional private business from building occupants is prohibited. This also prohibits notes or advertisements posted on bulletin boards.
- 21.3 Any employee whose conduct is objectionable or who does not meet qualifications set forth in the contract may be immediately removed or barred from MSC premises. MSC may also require removal of any worker from the work areas whose continued employment on the premises is deemed contrary to the public or MSC's best interests.
- 21.4 The Contractor's employees shall not be accompanied by acquaintances, family members, or any other person unless said person is an authorized Contractor employee performing work under the contract, in work areas or on the premises.
- 21.5 The University of Alaska is a smoke and tobacco-free environment. Smoking is prohibited in all buildings and on University property.
- 21.6 Contractor's employees shall not use MSC telephones for personal calls. MSC telephones shall not be used for any toll or long-distance calls.
- 21.7 The Contractor shall insure that none of its employees scavenge any item from MSC. This shall include, but not be limited to items to be placed in, or already in trash containers, or dumpsters. The Contractor shall include this as a point of new employee orientation and or training.

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

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

- 23.1 Safe Work History: The Contractor shall maintain an excellent record of safety. For companies with 10 or more employees, the Contractor must document ratings for Lost Time Incident Rate and Lost Time Severity Rate (OSHA Form 300A Summary) and submit the previous year's 300A form to the MSC Contract Administrator for review prior to each contract renewal.
- 23.2 Written Safety Program: The Contractor will have a written safety program or employee handbook that contains the safety policies governing general safety rules, hazard communication, personal protective equipment, fall protection and a range of potentially hazardous job site conditions. The Contractor will have trained its employees on this policy or handbook. The Contractor will have an ongoing safety-training program to continuously educate employees on safety issues and to fulfill the federal, state, and local training requirements. Contractor may be periodically required to provide proof of an ongoing and viable safety program.

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- 23.3 Federal Requirements: The Contractor must comply with OSHA and Alaska OSH training and hazard communication requirements, i.e., company policy, training brochures, training program overviews, minutes of training program/meetings, professional/trade or union safety training requirements and certifications.
- 23.4 In accordance with A.S. 18.60, the Contractor shall acquire, file and maintain up-to-date records pertaining to Safety Data Sheets for substances and products used by the Contractor on MSC premises. The Contractor shall assume full responsibility for conformance with the law concerning Contractor's employees. The Contract Administrator or designee may request copies of any Safety Data Sheets for substances used on MSC premises. These sheets must be available on-site.
- 23.5 The Contractor shall exercise care to ensure that vehicles or equipment do not damage campus property or grounds. Any damage caused by the Contractor shall be repaired by MSC's Physical Plant, or a hired contractor as approved by the Contract Administrator, at the expense of the Contractor.
- 23.6 The Contractor shall be familiar with and operate within guidelines set forth by the Occupational Safety and Health Act and all Borough or State regulations, which affect food service operations. The Contractor will ensure that all employees assigned to MSC are knowledgeable of the current guidelines/regulations affecting food service operations. These guidelines/regulations include but are not necessarily limited to Hazard Communication Program and Blood borne Pathogen Regulations.
- 23.7 The Contractor shall exercise care not to damage carpets with cleaning chemicals or liquids leaking from trash bins. Any carpet determined damaged by the Contractor will be repaired/replaced by MSC at the sole expense of the Contractor. Trash shall be transported through buildings in secondary containers (not just trash bags) to prevent accidental leaks.
- 23.8 In case of potential fire hazards, contact the Physical Plant at 907-745-9789. If no contact is made, the fire department shall be telephoned at 911 for emergencies that warrant attention.

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

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

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

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

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

25. BACKGROUND CHECKS:

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

26. CONTRACTOR'S ACCESS:

- 26.1 **Accessible Locations:** The Contract Administrator shall designate access routes, entrance gates or doors, parking and storage areas for access by the Contractor. The Contractor shall conduct its operations in strict observation of the established access routes and areas. The Contractor shall ensure that under no circumstances shall any employees of the Contractor enter any area not authorized by the Contract Administrator. MSC shall give Contractor's personnel reasonable access to the areas where the services are to be performed to the extent necessary for the performance of the services, subject however, to MSC's

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security and safety rules and regulations. MSC shall arrange for the Contractor's access to buildings as necessary to perform the services.

- 26.2 **Accessible Days and Times:** During the fall and spring semesters, the Contractor shall have access to the appropriate facilities from 7:00 AM to 10:00 PM, Monday through Friday, and 8:00 AM to 5:00 PM Saturday.

During the summer semester, the Contractor shall have access to the appropriate facilities 7:00 AM to 10:00 PM, Monday through Friday. The MSC campus is closed on weekends during the summer semester.

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

27. UNIFORMS AND ID:

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

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

- 28.1 MSC may provide the Contractor with keys for equipment to be used under this contract. Keys issued to Contractor by MSC are the sole responsibility of the Contractor. The Contractor shall establish and implement methods of ensuring that all keys issued to the Contractor by MSC are not lost, or misplaced, and are not used by unauthorized persons. No keys issued to the Contractor by MSC shall be duplicated. No keys issued to the Contractor shall be given to persons other than those directly employed by the Contractor. All keys will be returned to MSC when contract period is terminated or requested.
- 28.2 The Contractor shall immediately report any lost, missing or stolen keys or key devices to the Contract Administrator. Failure to do so may result in a \$100.00 assessment against the Contractor. If keys are lost by the Contractor, or Contractor's employees and a building or door requires re-keying, the Contractor is responsible for paying MSC for re-keying costs at current market rate.

29. ENERGY CONSERVATION: The Contractor shall be directly responsible for instructing employees in utilities conservation practices. The Contractor shall be responsible for operating under conditions that preclude

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the waste of utilities. The Contractor's operational utilities conservation program shall include but not be limited to the following:

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

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

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

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

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

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

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

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

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



UNIVERSITY
of ALASKA
Strong Traditions. One Alaska.

Room 112
Cafe Dining Room
1,650 Square Feet

Room 112C
Cafe Storage /
Prep Area
350 Square Feet

Room 112 B
Cafe Cooking Area
245 Square Feet

1" = 25'

Updated By: B Max
Date Updated: 3.13.12
Printed By: B Max
Date Printed: 3.13.12
Scale: 1" = 25'
Sheet 1 of 2 Sheets

JALMAR M KERTTULA
FIRST FLOOR
BUILDING NO.: MS101

MATANUSKA-SUSITNA CAMPUS
MILE 2.0 TRUNK ROAD (PO BOX 2889)
PALMER, ALASKA 99645

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B. FACILITY IMAGES

IMAGE 1: CAFÉ DINING AREA



IMAGE 2: STORAGE / PREP AREA



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IMAGE 3: STORAGE / PREP AREA



IMAGE 4: COOKING AREA



IMAGE 5: COOKING AREA



IMAGE 6: COOKING AREA



IMAGE 7: COOKING AREA



IMAGE 8: COOKING AREA



IMAGE 9: COOKING AREA



IMAGE 10: COOKING AREA



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VII. General & Supplemental Provisions

(Note: For the purposes of these General Provisions, the term Contracting Agency refers to the University of Alaska.)

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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

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termination). If the Contracting Agency terminates this contract, the Contracting Agency will pay the Contractor for work completed that can be substantiated in whole or in part, either by the Contractor to the satisfaction of the Contracting Agency, or by the Contracting Agency. If the Contracting Agency becomes aware of any nonconformance with this contract by the Contractor, the Contracting Agency will give prompt written notice thereof to the Contractor. Should the Contractor remain in nonconformance, the percentage of total compensation attributable to the nonconforming work may be withheld.

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

(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 48 Code of Federal Regulations (CFR), Federal Acquisition Requirement (FAR), 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

(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 \$150,000.)

(a) The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

(b) The Contractor will include a provision substantially the same as this, including this paragraph (b) 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 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

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(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) It is agreed that the Contractor, and any subcontractor, shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the insurance and endorsements required under this Clause, and to provide within (10) days of the Notice of Intent to Award a contract and prior to receiving a fully executed contract, proof of insurance and endorsements of the kind and amounts stated. Limits may be a combination of primary and excess (umbrella) policy forms. Without limiting its indemnification, the Contractor shall maintain, until acceptance of the project by the University, coverage of the kinds and minimum amounts set forth below.

All insurance limits are minimum. If the Contractor's policy contains higher limits, the University shall be entitled to coverage to the extent of such higher limits. The University, at its sole discretion, may raise or lower the limits required. Certificates of Insurance and Endorsements, on forms reasonably acceptable to the University, must provide for a 30-day prior notice to the University of cancellation or non-renewal of the policies except in the event of non-payment of premium, in which case, ten (10) days prior notice shall be provided. Failure to furnish satisfactory evidence of insurance or endorsements or lapse of a policy is a material breach and grounds for termination of the Agreement. All certificates shall reference the policy number and this Contract. The University is the "University of Alaska" and is to be so identified on all certificates.

(b) Comprehensive (Commercial) General Liability Insurance (CGL): With coverage limits not less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregates where generally applicable and shall include premises-operations, independent contractors, products/completed operations, broad form property damage, blanket contractual, and personal injury endorsement. Each CGL policy required of the Contractor and sub-contractors by this Agreement shall be endorsed to name the University as an additional insured.

(c) 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 for the states where work is 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. This coverage must include statutory coverage for states in which employees are engaging in work. Where applicable, coverage for all federal acts (i.e., U.S.L. & H and Jones Act) must also be included. Each Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the University.

(d) Business Auto Liability Insurance: Contractor is required to maintain automobile liability insurance with a limit of not less than \$500,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Each policy required of the Contractor and subcontractors by this Agreement shall be endorsed to name the University as an additional insured, and shall be endorsed with a waiver of subrogation in favor of the University.

(e) Proof of Insurance: The Contractor shall furnish the University with a Certificate of Insurance or, where requested by the University, the policy declaration page, with required endorsements attached thereto showing the type, amount, effective dates, and dates of expiration of all policies. The Contractor agrees, to the extent and in the

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manner required by the Contracting Officer, to submit for the approval of the Contracting Officer, copies of any insurance policies maintained by the Contractor specified in connection with the performance of this contract.

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. AUDIT, EXAMINATION AND RETENTION OF RECORDS

(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.

(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 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

(c) 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.

(d) The Contractor shall include the substance of this provision, including this statement, in all subcontracts.

13. 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)

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

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

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

15. SUBCONTRACTORS, SUCCESSORS, AND ASSIGNS

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(a) The Contracting Agency must concur in the selection of all subcontractors for services to be engaged in performance of this contract.

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

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

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

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

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

17. PATENT INDEMNITY AND COPYRIGHT INFRINGEMENT

(a) Patent Rights and Copyright of Works Under Contract:

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

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

(b) Patent Indemnity and Copyright Infringement:

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

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

18. OFFICIALS NOT TO BENEFIT

(a) 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.

(b) Contractors that apply or bid for an award exceeding \$100,000 must file the required certification subject to the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

19. GRATUITIES

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

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

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

- (a) Contract Form;
- (b) Schedules;
- (c) Specifications;
- (d) General Provisions;
- (e) Special Provisions;
- (f) Other attachments.

21. ASSIGNMENT

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

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

22. CONTRACT ADMINISTRATION

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

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

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

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

23. TAXES

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

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

24. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

www.alaska.edu/titleIXcompliance/nondiscrimination

25. PROTECTION OF MINORS

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

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

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

- (1) Be trained and certified in the identification, prevention and reporting of the sexual abuse of minors;
- (2) Undergo a local, state, and nationwide criminal background check and national sex offender registry check as defined in this policy and, if requested, provide a copy of the background check to UA;
- (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;

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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 UA that all contractors shall, at all times, be respectful of minors.

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

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

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

- (1) Drawings, designs, or Specifications.
 - (2) Method of shipment or packing.
 - (3) Place of inspection, delivery or acceptance.
- (b) If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the Procurement Officer shall make an equitable adjustment in the (1) price, performance or completion schedule, or both; and (2) other affected terms and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Procurement Officer decides that the facts justify it, the Procurement Officer may receive and act upon a proposal submitted before final payment of the contract. No claim by the Contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

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

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

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

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

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

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

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

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

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

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

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(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.

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

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

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

(c) The Contractor shall not perform any services or deliveries of products without a purchase order or other written notice to proceed with the work. Accordingly, the Contracting Agency will not pay the Contractor for any

goods, services or associated costs, if any, performed outside those which are authorized by the applicable purchase order. The Contracting Agency will exert every effort to obtain required approvals and to issue purchase orders in a timely manner.

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

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

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

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

(b) Contractor's invoices shall be submitted when services are completed, or monthly for months during which services are performed, as applicable, in a summary format, which details costs incurred for each item identified in the project budget. Backup documentation including but not limited to invoices, receipts, proof of payments and signed time sheets, or any other documentation requested by the Contracting Agency's Contract Administrator, is required, and shall be maintained by the Contractor in accordance with cost principles applicable to this contract. Contractor invoices shall be signed by the Contractor's official representative, and shall include a statement certifying that the invoice is a true and accurate billing. Cost principles contained in the federal acquisition regulations, 48 CFR, Subpart 31.3 and 2 CFR 200 shall be used as criteria in the determination of allowable costs.

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

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

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

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

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

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

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

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

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

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

were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

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

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

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

34. DEFINITIONS

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

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

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

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

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

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

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

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

35. ALTERATIONS IN GENERAL PROVISIONS

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

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

36. CONTRACT SUBJECT TO THE AVAILABILITY OF FUNDS

(a) Unless this Contract is accompanied by a University of Alaska Purchase Order, funds are not presently

available for this Contract. The CONTRACTING AGENCY'S obligation under this Contract is contingent upon the availability of funds from which payment for Contract purposes can be made. No legal liability on the part of the CONTRACTING AGENCY for any payment may arise until funds are made available to the University of Alaska for this Contract and until the CONTRACTOR receives notice of such availability, confirmed by issuance of a purchase order by the CONTRACTING AGENCY.

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

37. DISPUTES

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

(b) Penalties for making misrepresentations and fraudulent claims relating to a procurement or contract controversy are prescribed in AS 36.30.687.

38. DEBARRED, SUSPENDED AND INELIGIBLE STATUS

Contractor certifies that it has not been debarred, suspended, or declared ineligible nor is it included on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with Executive Orders #12549 and #12689. Contractor will immediately notify the Contracting Agency if Contractor is placed on this list.

B. Supplemental Provisions

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.
- 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,

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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 (i) and (ii) 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.
- 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;

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- (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.