

STANDARD CONTRACT FORM

Goods and Non-Professional Services

The parties' contract comprises this Standard Contract Form, as well as its referenced Articles and their associated Appendices.

1. Agency Contract Number 726DVR7507	2. Contract Title Full-Service Grill & Espresso Beverage Concession Business	3. Agency Fund Code	4. Agency Appropriation Code
5. Vendor Number	6. IRIS GAE Number (if used)	7. Alaska Business License Number	
This contract is between the State of Alaska,			
8. Department of Labor & Workforce Development	Division Vocational Rehabilitation	hereafter the State, and	
9. Contractor hereafter the Contractor			
Mailing Address	Street or P.O. Box	City	State AK
ZIP+4			

10.	
ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.	
ARTICLE 2. Performance of Contract: 2.1 Appendix A (General Conditions), Items 1 through 19, govern contract performance. 2.2 Appendix B sets forth the indemnification and insurance provisions of this contract. 2.3 Appendix C sets forth the scope of work/services to be performed by the contractor.	
ARTICLE 3. Period of Performance: The period of performance for this contract begins _____, and ends _____.	
ARTICLE 4. Considerations: 4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed <u>\$0.00</u> .	
11. Department of Labor & Workforce Development	Attention: Division of Vocational Rehabilitation
Mailing Address 3301 Eagle Street, Suite 302, Anchorage, AK 99503	Attention: Olivia Carr

12. CONTRACTOR	13. CONTRACTING AGENCY
Name of Firm	Department/Division Labor & Workforce Development / Vocational Rehabilitation
Signature of Authorized Representative	Signature of Procurement Officer
Typed or Printed Name of Authorized Representative	Typed or Printed Name of Procurement Officer Dan DeBartolo
Date	Date

NOTICE! This contract has no effect until signed by the head of the contracting agency, procurement officer or designee.

APPENDIX A
GENERAL CONDITIONS

1. Inspections and Reports:

The department may inspect, in the manner and at reasonable times it considers appropriate, all of the contractor's facilities and activities under this contract. The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

2. Suitable Materials, Etc.:

Unless otherwise specified, all materials, supplies or equipment offered by the contractor shall be new, unused, and of the latest edition, version, model, or crop and of recent manufacture.

3. Disputes:

If the contractor has a claim arising in connection with the contract that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620-AS 36.30.632

4. Default:

In case of default by the contractor, for any reason whatsoever, the State of Alaska may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.

5. No Assignment or Delegation:

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Procurement Officer.

6. No Additional Work or Material:

No claim for additional supplies or services, not specifically provided in this contract, performed, or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Procurement Officer.

7. Independent Contractor:

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

8. Payment of Taxes:

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

9. Compliance:

In the performance of this contract, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits and bonds.

10. Conflicting Provisions:

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the contractor may seek to add. The contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The contractor specifically acknowledges and agrees that, among other things, provisions in any documents it seeks to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) seek to limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

11. Officials Not to Benefit:

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

12. Contract Prices:

Contract prices for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices for services must be in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost.

13. Contract Funding:

Contractors are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.

14. Force Majeure:

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the

furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

15. Contract Extension:

Unless otherwise provided, the State and the contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect, and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.

16. Severability:

If any provision of the contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

17. Continuing Obligation of Contractor:

Notwithstanding the expiration date of this contract, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance, and parts availability requirements have completely expired.

18. Termination.

- a. The Procurement Officer, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. In the absence of breach of contract by the contractor, the State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.
- b. The Procurement Officer may also, by written notice, terminate this contract under Administrative Order 352 if the contractor supports or participates in a boycott of the State of Israel.

19. Governing Law; Forum Selection

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

APPENDIX B¹
INDEMNITY AND INSURANCE

Article 1. Indemnification

The contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the contracting agency's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

Article 2. Insurance

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

2.1 Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.

2.2 Commercial General Liability Insurance: covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

2.3 Commercial Automobile Liability Insurance: covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

CONTRACT # 726DVR7507
APPENDIX C
SCOPE OF SERVICES

Contractor shall provide the services below:

Assist the BEP in operating, managing and maintaining a Full-Service Grill & Espresso Beverage Concession business, located inside the National Guard Armory located at 49000 Camp Denali JBER, AK 99505, pursuant to the Alaska State Chance Act, AS 23.15.010-.210.

A. Products: The goal is to provide a quality coffee/espresso beverage and food service which includes “Grab and Go” items, soups, snacks, fresh sandwiches, and other products compatible with the nature of this type of business. The Contractor may provide catering services for special in-house events, meetings, and Drill meals at the request of the National Guard. The Contractor shall include a sample menu with the proposal as a separate attachment to Submittal Form E. All featured food items shall be fresh, of good quality, handled, packaged, and labeled professionally. The BEP seeks to optimize the concession revenues while enhancing its services to the building occupants and the general public.

B. Rent, Fees, and Signs: The result of this RFP is expected to be a Food Service Contract whereby revenue is shared between the Contractor and the BEP. The BEP expects a percentage of 10% of the Gross Revenues payable to the BEP. Space rent for the actual square footage of the concession stand, storage area, utilities, and use of available equipment use is waived for this contract. Data and telephone lines shall be at the expense of the Contractor and is at a monthly cost of \$164.00 and payable to the BEP each month. Signage will be provided and installed by the BEP. The Contractor will not be allowed to modify the Food Service Area or storage room. The Contractor shall submit requests for modifications to the BEP in writing.

C. Accepted Forms of Payment: The Concessionaire shall accept payment by cash and major credit cards; acceptance of debit cards and personal checks is at the Contractor’s discretion.

D. Janitorial: The Contractor is responsible for the janitorial duties in the Food Service Area:

1. Keep all equipment, counters, food containers, displays, refrigerators, floor area clean and be attractive to the public
2. Wipe tables and chairs frequently or when needed
3. Keep garbage areas clean and dispose of it properly, according to the instructions by the building management
4. Keep all supplies properly stored either in the Food Service counter space or storage room
5. Sweep floors
6. Provide routine cleaning maintenance to espresso equipment
7. Provide general clean-up and maintain the BEP vending facility in an orderly and business-like manner
8. Comply with all health and safety requirements

E. Hours of Operation: The hours of operation will meet the demands of the building occupants, 7:00 a.m. – 3:00 p.m. or extended as necessary, with the grill closing at 2:00 p.m. Being a State of Alaska property, the facility will be closed with respect to all state holidays (Appendix IV). Notification of any closings must be approved by the BEP manager and posted at a highly visible location, at least 15 days in advance. If there is an emergency need to close, the

building manager must be contacted by the Contractor immediately, the BEP manager must be notified within one working day of the situation, and a sign must be clearly posted at the concession stand.

F. Staff: The Contractor and all employees shall cooperate in every way possible to maintain good relationships with the building manager, exercising sensitivity to the needs of the occupants of the building, structure, zoning, and building requirements, and abide by the requirements of the permit. All staff shall practice a high level of cleanliness and personal hygiene in the performance of this contract. For this purpose, the Contractor shall ensure that there is a ServSafe certified member on staff at all operating hours and that the remaining staff have a Food Handlers card or are in compliance with the Alaska Administrative Code 18 AAC 31 “Alaska Food Code.” Certification of training must be posted for all staff preparing and serving food and beverages.

H. Equipment: All equipment (Appendix III) must be maintained in good working condition. The Contractor shall ensure that he/she and all employees are knowledgeable, able to demonstrate, if requested, proficient use of all equipment placed in the BEP vending facility. If a piece of equipment is worn out or obsolete, it may be disposed of with the approval of the BEP manager. No equipment, which would change the nature of the business or intent of the permit, may be added or removed from the facility without the permission of the BEP manager. If the Contractor desires to add small items of equipment to make things easier at one’s own expense, the addition must be cleared with the BEP manager prior to placing it in the facility. In the event a piece of equipment is damaged or in need of repair, the Contractor is responsible for reporting the situation to the BEP manager immediately. The BEP manager will provide assistance with repair and/or replacement of all equipment. A fee of \$50.00 will be required to be paid by the Contractor for all repairs ordered. The contractor is responsible for reporting all incidents of damage, breakage, theft and/or malfunctions to the BEP manager at their first opportunity. Repairs will be deemed unauthorized for payment when the Contractor neglects or fails to notify the BEP manager of damage, breakage, theft, or malfunction of equipment and held at the expense of the Contractor.

I. Security Requirements: For building security purposes and ability to obtain a key card for building accessibility, a copy of a current background check is required for all persons working in the café including the contractor. Current contact information must be on file for emergency purposes along with a copy of contractor’s and all employees’ driver’s license or Alaska State ID. Any persons that do not submit this information will not be approved to obtain a key/electronic pass and is not authorized to have unlimited access to the building or any of the secured areas within the building.

The contractor will be required to provide the following deliverables:

- A. Financial Reporting:** Weekly (Appendix I) report showing duly certified weekly operating activities shall be submitted to the BEP manager on or before the following Wednesday of the reporting week. Monthly Reports (Appendix II) showing a duly certified monthly operating statement showing all of the gross revenues from the BEP vending facility’s operations for the previous month, as well as payment of the 10% commission fee. All reports must be postmarked on or before the 15th day of the month following that reporting period. The Contractor will assume sole responsibility for all local, state, and general taxes. The Contractor may not deduct sales tax prior to

determining commission amounts. A \$25 fine will be applied for payments returned due to insufficient funds.

- B. Bookkeeping:** The Contractor is responsible to keep accurate recording in accordance with generally accepted accounting practices. All financial records shall be subject to audit and/or inspection by BEP personnel or their designated representatives at any time during the contract period without prior notice and/or up to three (3) years after contract termination. Audit and inspection will occur only during normal business hours.
- C. Menu, specials, promotional activities and events, catering:** The Contractor shall submit a sample menu as part of his/her proposal. All promotional and catering activities shall be reported to the BEP manager or personnel one week in advance of the occasion. The Contractor is encouraged to provide daily weekly specials, customer appreciation rewards and activities to optimize the BEP vending facility financially and strive for excellence in customer service.

The term of this contract is from: _____ to: _____.