

# University of Alaska Invitation For Bid –IFB B15-001

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| <b>UNIVERSITY OF ALASKA ANCHORAGE</b><br>Procurement Services Department<br>3890 University Lake Dr, ULB, Suite 106<br>Anchorage, AK 99508, Tel: (907) 786-6500 | <b>INVITATION FOR BID</b><br>(This is not an order)<br>Issued pursuant to Alaska Statute 36.30 and<br>University of Alaska Regulation P.05.06 | Cover Sheet<br><br>Page 1 of 25 |
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**Bid Description: Portable Staging, Sound wings, Barricades, Stairs, Ramps, and Accessories.**

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| <b>BID OPENING</b><br>Sealed bids will be received at the above address until:<br><br><b>Time: 4:00pm Alaska Time</b><br><br><b>Date: September 5, 2014</b> | <b>PRE-BID CONFERENCE</b><br>A pre-bid conference will be held at the site:<br><br><b>Time: Not Applicable</b><br><br><b>Date: Not Applicable</b> | <b>INVITATION FOR BID NO.</b><br><br><b>Date issued: August 22, 2014</b> |
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Funding Status: Funds for award under this Invitation For Bid are: \_\_\_\_\_ Approved ☒ Subject to Availability

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- ATTENTION:**
- 1) Bids shall be submitted on the forms provided and must be manually signed. Bids shall be sealed in an envelope with the bid number, opening date, and time clearly indicated.
  - 2) Bids received after the opening date and time will be rejected.
  - 3) The attached conditions shall become part of any purchase order/contract resulting from this Invitation For Bid.

**THIS SECTION TO BE COMPLETED BY THE BIDDER. RETURN THE ORIGINAL. MAKE A COPY FOR YOUR FILES.**

Bidder certifies possession of a valid Alaska Business License:

|   |   |                      |                                     |                      |                                     |                               |                                   |                        |                                   |
|---|---|----------------------|-------------------------------------|----------------------|-------------------------------------|-------------------------------|-----------------------------------|------------------------|-----------------------------------|
| Business Name _____<br><br>Mailing Address _____<br><br>Street Address _____<br><br>Area Code & Telephone No. _____<br><br>Signature _____ Date _____<br><br>Name & Title (Print or type) _____ | Alaska Business License no. _____<br>(See Instructions to Bidders)<br><br>Indicate which preferences you qualify for: _____ Alaska Bidder's<br><div style="text-align: right;">Alaska Products</div> _____ Alaska Veteran _____ Employment Program _____ (Indicate Class I, II, or III)<br><br>Business Classification: (See Instructions to Bidders)<br><table style="width: 100%;"> <tr> <td>_____ Small Business</td> <td>_____ Disadvantaged: Small Business</td> </tr> <tr> <td>_____ Large Business</td> <td>_____ Disadvantaged: Large Business</td> </tr> <tr> <td>_____ Non-profit Organization</td> <td>_____ Woman Owned: Small Business</td> </tr> <tr> <td>_____ Foreign Supplier</td> <td>_____ Woman Owned: Large Business</td> </tr> </table> | _____ Small Business | _____ Disadvantaged: Small Business | _____ Large Business | _____ Disadvantaged: Large Business | _____ Non-profit Organization | _____ Woman Owned: Small Business | _____ Foreign Supplier | _____ Woman Owned: Large Business |
| _____ Small Business  | _____ Disadvantaged: Small Business   |                      |                                     |                      |                                     |                               |                                   |                        |                                   |
| _____ Large Business  | _____ Disadvantaged: Large Business   |                      |                                     |                      |                                     |                               |                                   |                        |                                   |
| _____ Non-profit Organization   | _____ Woman Owned: Small Business   |                      |                                     |                      |                                     |                               |                                   |                        |                                   |
| _____ Foreign Supplier  | _____ Woman Owned: Large Business   |                      |                                     |                      |                                     |                               |                                   |                        |                                   |

ACKNOWLEDGMENT – The following amendments have been received: \_\_\_\_\_

**PAYMENT TERMS: NET 30**

**TOTAL BID PRICE \$** \_\_\_\_\_

## Introduction

**Background Information:** The University of Alaska is a public corporation established by the State Constitution as the single statewide public university system. It is governed by an eleven 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.

UAA is the state's largest and most comprehensive university, offering a wide variety of associate, undergraduate, graduate and vocational education programs. UAA is dedicated to fulfilling its mission by serving the people of Alaska through instruction, research, and public service. UAA serves approximately 22,000 students and employs 1,600 faculty and staff members. UAA includes the main UAA campus and various locations in mid-town and downtown Anchorage, Alaska. UAA Community Campuses are located in Soldotna, Homer, Kodiak, Palmer and Valdez, Alaska. Extension Centers are located in Glennallen, Cordova, Eagle River, Joint Base Elmendorf Richardson and Seward, Alaska.

The University of Alaska Anchorage (UAA) is seeking bids from qualified vendors to provide:

A portable stage, sound wing, barricades, stairs, ramps, and accessories for the Alaska Airlines Center. The new University of Alaska Anchorage, Alaska Airlines Center is a 196,000 square foot, 5,000 seat arena designed to become a gathering place of celebration for students, faculty, staff, alumni, youth and others in the community. The new arena will host sporting, entertainment, graduation, and other events.

**Anticipated Solicitation Schedule is as follows:**

|                                 |                                     |
|---------------------------------|-------------------------------------|
| IFB Issue Date                  | August 22, 2014                     |
| Pre-IFB meeting                 | Not Applicable                      |
| Questions Due                   | August 29, 2014 @ 5pm Alaska Time   |
| Bids Due                        | September 5, 2014 @ 4pm Alaska Time |
| Anticipated Notice of Award     | September 8, 2014                   |
| Anticipated Contract Start Date | September 17, 2014                  |

## SPECIFICATIONS

The University of Alaska Anchorage is soliciting bids for the following equipment:

- (1) 40' x 60' Portable Performance Stage with 16' x 24' Sound wing
- (2) ADA Ramp set ups
- (2) Stair set ups
- (60ft) Barricades
- (60ft) Guardrail and Handrail
- (120ft) Skirting, (Black)
- (1) All bid submissions must include all accessories required for installation and assembly of a complete stage system. This must include any and all equipment required to attach and set up the ramp, stair, barricade, and skirting.
- (1) All bid submissions must include the cost for a supervised installation. The University will require a representative from the vendor to be present at the first installation. This representative must be onsite at the time of installation, and be able to direct and train a crew provided by the University on the proper setup, dismantling, and storage of the equipment.

### Minimum Requirements

Stage shall be a minimum configuration of 60' wide by 40' deep by 4' to 6' high with 16' x 24' sound wings

Stage shall have the ability to adjust by 2" or less increments

Stage supports/leg sets shall not exceed 160 lbs.

Stage bracing shall be designed to allow for at least 50% un-impeded under stage storage

Stage bracing shall be designed to be collapsible or have minimal disassembly for storage

Stage bracing shall have floor pads no less than 3" in diameter to protect wood floor

Stage bracing shall stack or line up on cart for ease of portability and storage

Stage decking shall be 4' x 8' to allow for industry standard configurations

Stage decking shall be constructed with sound dampening materials

Stage decks shall not exceed 135 lbs. each

Stage decks should be reversible with a carpeted and a solid surface side

Stage decks shall be certified to withstand 125 lbs. per square foot

Stage handrails and toe kicks shall mount securely to stage with no tools, and shall include any necessary transition hardware

Stage stair units shall be collapsible with wheels to allow for ease of set up and storage

Stage stair units shall adjust to accommodate 4'-6'

Stage shall be compatible with ramp system and hand rails for ADA Access

Stage accessible ramp shall have an incline of 1" per foot or less

Stage accessible ramp shall have 6' x 8' landing every 24" of increase in height

Stage accessible ramp shall have access heights ranging from 8" to 72"

Stage accessible ramp shall have no pieces weighing more than 100 lbs.

Stage barricade shall compliment stage and stair purchase.

Stage barricade shall include a built in step for increased security management

Stage barricade shall be designed to minimize tripping hazards

Stage barricade shall be able to store compactly on a storage cart for ease of set up and storage

Stage barricade shall be designed to be assembled and disassemble by no more than 2 people

Stage barricade shall be designed with metal mesh panels to allow for travel of sound and light

Stage barricade shall be designed to allow for turns necessary for thrust layouts

Stage barricade shall be designed for secure assembly and disassembly without the use of tools

Stage skirting shall be black, have the ability to clip on and off easily, and mask the front of the stage.

\*Any equipment offered that does not meet the above minimum requirements shall be determined nonresponsive

## Instruction to Bidders

### 1. PREPARATION OF BIDS:

- a. Bids shall be submitted on forms provided and must be signed manually by an authorized representative of the bidder (original signature).
- b. The person signing the bid must initial erasures or other changes made to the bid document.
- c. All bid documents including the completed cover sheet, bid form and bid guaranty, if any, shall be submitted in a sealed envelope with the name and address of the bidder, the Invitation For Bid number and the date and time of bid opening clearly written on the outside of the envelope.

### 2. F.O.B. POINT: All bids shall be offered F.O.B. DESTINATION:

**Alaska Airlines Center  
3550 Providence Dr.  
Anchorage, AK 99508**

3. **DELIVERY:** It is understood and agreed that the delivery date and/or date of installation after receipt of a purchase order is the bidder's best offer. In its acceptance of any bid, the University of Alaska is relying on the promised delivery date and or installation date as material and basic to its acceptance. Should the seller fail to deliver when and as promised, the University reserves the right to cancel its acceptance order, or any part thereof, and seller agrees that the University may return all or part of any shipment so made and charge the seller with any loss or expense sustained as a result of such failure to deliver as promised.

4. **DESCRIPTIVE LITERATURE:** Descriptive literature should be submitted for all items offered. Failure to provide descriptive literature when indicated may render the bid nonresponsive. Descriptive literature means information that is submitted as part of a bid for evaluation and award. Descriptive literature must provide enough information to the procurement officer to be able to determine if the equipment offered is equal to or better than the minimum specifications detailed in this IFB.

### 5. BIDDER'S REPRESENTATIONS:

- a. Each bidder by submitting a bid represents that he/she has read and understands the bidding documents, and the bid is made in accordance therewith.
- b. Bidders certify, by the submission of their bid that they comply with the applicable portions of the Federal Civil Rights Act of 1964, the Equal Employment Opportunity Act, Alaska Statute 18.80.010 - 18.80.300, and the regulations issued under these acts by the state and federal governments. Offerors not in compliance with these requirements will be declared nonresponsive.
- c. Bidders certify by submittal of their bid that the prices submitted have been independently arrived at and without collusion. Penalties for participation in anticompetitive practices may include, but are not limited to rejection of the offer, suspension, debarment, civil and/or criminal prosecution.

6. **ETHICS IN PUBLIC PROCUREMENT:** It is unlawful for any vendor to offer, or any employee of the University or their immediate family to solicit or accept a gratuity in connection with the solicitation, award, or administration of an order issued by the University.

### 7. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS:

- a. Bidders shall promptly notify the University procurement officer in writing of any ambiguity, inconsistency, or error which they may discover upon examination of the bidding documents.
- b. Bidders requiring clarification or interpretation of the bidding documents shall make a written request which shall reach the University procurement officer not later than five (5) days prior to the date for opening of bids.
- c. Any interpretation, correction, or change of the bidding documents will be made by written amendment. Interpretations, corrections, or changes of the bidding documents made in any other manner will not be binding and bidder shall not rely upon such interpretations, corrections or changes.
- d. Protests based on any omissions or errors or on the content of the IFB will be disallowed if not made known, in writing, prior to the bid opening.

### 8. AMENDMENTS:

- a. All who are known by the University procurement officer to have received the bidding documents will be notified of any amendments issued.
- b. No amendment will be issued later than four (4) days prior to the date for opening of bids except an amendment withdrawing the Invitation for Bid or one which includes postponement of the date for opening of bids.

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c. It shall be the bidder's responsibility to ascertain prior to submitting a bid that he/she has received all amendments issued and bidder shall acknowledge their receipt in the bid.

**9. MULTIPLE, ALTERNATE, OR CONDITIONED OFFERS:** Unless specifically allowed, multiple, or alternate offers, or bids conditioned upon receiving award of all or a portion of this and/or another contract shall be deemed nonresponsive, and shall be rejected.

**10. ALL OR NONE OFFERS:** Unless specifically allowed, line item or lot offers which restrict acceptance to the entire offer shall be rejected as nonresponsive.

**11. NEW AND ORIGINAL EQUIPMENT:** Unless otherwise specified all supplies and equipment bid shall be new, and or the manufacturer's current make and model.

**12. BRAND NAME OR EQUAL SPECIFICATIONS:**

a. Unless specifically stated to the contrary, the use of a brand name is intended to describe the standard of quality, performance, and characteristics desired, and is not intended to exclude substantially equivalent products.

b. An item shall be considered to be substantially equivalent, or "equal" to the specified brand, when, in the opinion of the procurement officer, the University can reasonably anticipate sufficiently similar quality, capacity, durability, performance, utility and productivity as provided by the specified brand.

**13. BRAND NAME ONLY SPECIFICATIONS:** When the procurement officer has determined that only a particular brand name will meet the University's needs, a brand name "only" specification will be issued. A brand name only specification is restrictive, and shall render offers for alternate brands nonresponsive for that item.

**14. TESTING AND SAMPLES:**

a. The University of Alaska reserves the right to request a demonstration or test of any or all equipment offered as equals. Requests for demonstration/testing must be responded to within a reasonable time or bidder will relinquish his/her right to be considered for award and will be determined nonresponsive to this invitation.

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

c. Unsolicited samples which are submitted at the bidder's risk will not be examined or tested, and will not in any way vary the provisions of this bid.

**15. ALASKA BUSINESS LICENSE:** Bidder must supply evidence of the bidder's valid Alaska business license at the time a contract is awarded. Acceptable evidence that the bidder possesses a valid Alaska business license may consist of the following:

a. Copy of the Alaska business license or provision of the current business license number.

**16. ALASKA BIDDER PREFERENCE:** a. A bid shall be awarded to an Alaskan bidder if his/her bid is no more than five (5) percent higher than the lowest non-resident's bid.

b. An Alaskan bidder is one who (1) provides proof of a current Alaska business license at the time the bid is submitted, (2) submits a bid for goods, services, or construction under the name appearing on the person's current Alaska business license, (3) has maintained a place of business within the state staffed by the bidder or an employee of the bidder for a period of six months immediately preceding the date of the bid, (4) is incorporated or qualified to do business under the laws of the state, is a sole proprietor, and the proprietor is a resident of the state, is a limited liability company organized under AS 10.50 and all members are residents of the state, or is a partnership under former AS 32.05, AS 32.06 or AS32.11 and all partners are residents of the state; and (5) if a joint venture, is composed entirely of ventures that qualify under (1) - (4) above.

**17. ALASKA VETERAN PREFERENCE:** For the purposes of evaluating bids, the bid price of a bidder who qualifies as an Alaska veteran under AS 36.30.321 (f) shall be reduced by five percent. Note: The Alaska Veteran Preference may not exceed \$5,000.

**18. EMPLOYMENT PREFERENCE ENTITLEMENT:**

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

Employment Program or Disability Preferences:

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

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

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

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

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

## **19. ALASKAN PRODUCT PREFERENCE:**

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

b. Materials and supplies with value added in the state are: (1) more than 25 percent and less than 50 percent produced or manufactured in the state are Class I products and will be given a three percent (3%) preference in the evaluation of this bid. (2) More than 50 percent and less than 75 percent produced or manufactured in the state are Class II products which will be given a five percent (5%) preference. (3) More than 75 percent produced or manufactured in the state are Class III products and will be given a seven percent (7%) preference.

c. Bidders claiming this preference shall so indicate clearly on the bid cover sheet and indicate class of preference claimed (I, II, or III). Failure to so indicate will result in no preference being granted.

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

**20. APPLICATION OF PREFERENCES** For a bid to which more than one statutory preference applies, i.e., the Alaska preference, the employment program preference, the Alaska product preference, or recycled product preference, etc., the procurement officer shall add the preference percentages together and reduce the bid price by the sum of the percentages for evaluation purposes in accordance with AS 36.30.336.

**21. BUSINESS CLASSIFICATION:** a. The University of Alaska offers an equitable opportunity to small business and small business owned and controlled by the socially and economically disadvantaged, and women owned businesses. Bidders are therefore instructed to indicate correct classification in the space provided on the cover sheet, page 1, of this bid document.

b. The classifications are defined as follows: (1) Small business is a business that meets the pertinent criteria established by the Small Business Administration. (2) Socially and economically disadvantaged small business means any small business which is at least 51 percent owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned business, at least 51 percent of the stock which is owned by one or more socially and economically disadvantaged individuals and whose management and daily business operations and controlled by one or more of such individuals.

c. The office of Minority Small Business and Capital Ownership Development in the Small Business Administration will answer inquiries relative to eligibility.

d. Women owned business means a business that is at least 51 percent owned by a woman or women who also control and operate the business.

e. In the case of tie bids, equal in all terms, the classifications above will be used to determine the successful bidder in accordance with University regulations.

**22. CANCELLATION/REJECTION:** The University reserves the right to cancel this solicitation, and/or reject any or all bids/items when, in the opinion of the procurement officer, there is reason to believe that such cancellation/ rejection is in the best interests of the University.

## **23. SUBMISSION OF BIDS:**

a. Bids will be received at the time and place stated. It is the sole responsibility of the bidder to see that his/her bid is submitted in time. Bids received after the scheduled opening time will not be considered.

b. This invitation does not obligate the University to pay any costs incurred in the preparation or submission of such bids, or to purchase or to contract for materials and/or service.

**24. MODIFICATION CORRECTION OR WITHDRAWAL OF BIDS:** Bids may be modified, corrected or withdrawn on written or telegraphic request received prior to the time fixed for bid opening, provided that written confirmation of any telegraphic modification, correction or withdrawal over the signature of the bidder is placed in the mail and postmarked prior to the time set for bid opening.



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**25. RECEIPT AND OPENING OF BIDS:** a. Bids received prior to the advertised hour of opening will be time stamped and kept securely sealed. Time of receipt will be determined by the procurement office time stamp. Bids received after the specified date and time of bid opening are late. Late hand-carried bids shall not be accepted. Bids received by other methods shall remain unopened in the bid file.

b. No responsibility will attach to the University or its representatives for the premature opening of, or failure to open, a bid not properly addressed and identified.

c. At the time and place fixed for the opening of bids, the University's representative will cause the bids to be opened and publicly read aloud. Bidders and other persons properly interested may be present, in person or in representative.

d. The bid acceptance period shall extend for a period of forty-five (45) calendar days from the date of bid opening for the purpose of bid evaluation and award unless otherwise stated elsewhere in this solicitation.

**26. AWARD OF CONTRACT:**

a. It is the intent of the University to award a contract to the responsive, responsible bidder submitting the lowest bid complying with the requirements of the bid provided that the bid is reasonable and it is in the interests of the University to accept it.

b. Unless otherwise stated, award may be made by line item, multiple line items or in the aggregate.

c. Discounts for prompt payment and/or rebates shall not be considered in the award.

d. The University reserves the right to award any single low offer of \$75.00 or less to the next low offeror receiving other awards. This provision is not subject to protest.

**27. RESPONSIVE BID:** A responsive bid is one, which conforms, in all material respects to the solicitation. The University reserves the right to waive technicalities or minor informalities in determining a bidder's responsiveness.

**28. RESPONSIBLE BIDDER:** A responsible bidder means a bidder who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.

**29. MISTAKES BY THE BIDDER:**

a. The University reserves the right to correct or allow withdrawal of offers which contain obvious nonjudgmental errors, such as typing, price extension, dates and others when, in the opinion of the procurement officer, it is in the best interests of the University to do so. Withdrawal of offers will be allowed when the offeror clearly demonstrates that the errors are inadvertent and non-judgmental. In such instances, the bond or other security, in any, will be returned.

b. Offers with errors discovered after the opening, but before award, which are judgmental in nature may be withdrawn upon forfeiture of the bond or other security, if any.

**30. NOTICE OF INTENT TO AWARD:** Ten (10) days prior to formal award of a contract a notice of intent to award shall be issued listing the name and address of the successful bidder and the amount of the award.

**31. LIST SUBCONTRACTORS:** Within five (5) working days after bid opening, the apparent low bidder shall submit a list showing all subcontractors' names, location of their places of business, and copies of their valid Alaska business licenses.

**32. PROTEST:**

a. An interested party may protest the award of this Invitation for Bid to the Procurement Officer responsible for the procurement not later than ten (10) days after issuance of the notice to intent to award the contract.

b. Protests shall be filed in writing and must include the following information:

- (1) the name, address, and telephone number of protester;
- (2) the signature of the protester or the protestor's representative;
- (3) identification of the contracting agency and the solicitation at issue;
- (4) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents;
- (5) the form of relief requested.

c. The Director of Purchasing shall issue a written determination within fifteen (15) days after the protest has been filed.

d. An appeal from a decision of a Director of Purchasing may be filed with the Chief Procurement Officer not later than ten (10) days after the decision is received by the protestor. The decision of the Chief Procurement Officer shall be issued within fifteen (15) days after the receipt of the appeal.

**33. BIDDER'S LIST:** To be considered for future bids, it is necessary that all bidders return a signed cover sheet. If offering a "NO BID", sign and return the cover sheet indicating such. Businesses that fail to respond to bids for three (3) consecutive solicitations for similar items may be removed from the applicable bidder's list after notice. Names and addresses on University bidder's lists are not available for public inspection.

## Additional Instructions to Bidders

Note to Bidder: In case of conflict between requirements in this section and in the Instructions to Bidders, these instructions shall prevail.

**DELIVERY:** Bidders shall indicate in the space provided on the Price/Cost Schedule, the time required to make delivery after the receipt of an order (ARO).

**F.O.B. POINT:** Alaska Airlines Center, 3550 Providence Dr. Anchorage, AK 99508

Bid prices must include all costs associated with shipping, packing, demurrage, insurance, delivery and installation at the F.O.B. point, as well as all travel costs and any costs necessary to provide guarantee/warranty service, operating manuals and related documentation, and dealer preparation. No additional costs will be allowed.

Ownership to the ordered items remains with the Contractor until the items have been delivered and installed at their final destination and are accepted by UAA.

**BASIS OF AWARD:** Award will be made by lot to the lowest responsive, responsible bidder for all items requested in the Price/Cost schedule, and whose bid conforms in all essential aspects to the solicitations requirements contained herein.

Bidders are required to submit pricing on all items. Any bid that fails to provide the required pricing shall be declared non-responsive and eliminated from consideration.

**CONTRACT PERIOD:** The contract period will be from the date of award through delivery, initial installation and acceptance from UAA, and the submittal of a true and correct invoice from the contractor. It is anticipated that this contract should continue no longer than 60 days after receipt of an order.

**PRICING:** All prices submitted on the Cost Schedule must include cost associated with packing, shipping, handling, delivery to and setup at the F.O.B. Point, and must remain valid for a period of forty five (45) days after the bid closing date and time. No additional freight or other charges will be allowed.

**SUITABILITY:** To be considered responsive, any products offered for this bid must meet or exceed all stated minimum specifications. In certain cases, specifications listed are proximate and close functional product specifications will be considered as equal offers. The degree of deviation allowed will be limited to a tolerance, which will not compromise the end user's need or intended application of the product. Any bidder, who is concerned about a substantive deviation in any product specification, should raise these concerns to the procurement officer at least five (5) days prior to the bid opening. The University shall be the sole judge in determining equivalency.

**WARRANTY:** Successful contractor shall warrant that all items supplied under the resulting contract for this Invitation for Bid will be new and in good working order and will conform to the manufacturer's official published specifications and the technical specifications of each model requested in the solicitation. UAA requires that the successful contractor be able to transfer to UAA all first holder rights of any guarantees and warranties offered by the Manufacturer. Minimum acceptable coverage for all items is the manufacturer's standard warranty, effective from the date of installation. Manufacturing defects in materials and/or faulty workmanship discovered during the period of coverage will require the affected unit or part be repaired or replaced at **NO** additional cost to UAA, this includes shipping costs, if necessary to ship item/items back to manufacturer.

**AUTHORIZED TO BIND MANUFACTURER:** The successful bidder shall be an original equipment manufacturer (OEM), an authorized distributor, or an authorized reseller with legal authority to bind the manufacturer to the terms and conditions of this solicitation. Bidder warrants that the items, when delivered, will be in good working order and will conform to the manufacturer's official published specifications and the technical specifications of the solicitation. The bidder shall be an agent of the manufacturer with authority to make the University the first owner of record, and the first holder of the manufacturer's warranty. Substitute warranties, or warranties in lieu of the OEM's warranty are not acceptable. If the bidder is not the manufacturer, written proof may be requested to verify that bidder is an authorized representative of the manufacturer certifying that the bidder is qualified and has the authority to: (1) sell equipment of the



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type being requested, (2) pass the manufacturer's warranty through to the University with all first holder benefits of the warranty. Failure to supply this information may cause the University to declare the bidder non-responsive and to reject the proposal submitted.

**SHIPPING DAMAGE:** The University will not accept or pay for damaged goods. The Contractor must file all claims against the carrier(s) for damages incurred to items in transit from the point of origin to the ultimate destination. The University will deduct the cost of the damaged goods from the invoice prior to payment. The contractor must file all claims against the carrier for reimbursement of the loss.

**VALID PURCHASE ORDERS:** Vendor will not provide products without first receiving a valid University Purchase Order. Items supplied without first receiving a valid Purchase Order will be at the vendor's risk and expense. No minimum quantities are guaranteed and orders will be issued on an as required basis. UAA expects, but does not guarantee, to purchase the quantities outlined herein and reserves the right to adjust quantities up or down as required. These quantities represent current estimated maximum requirements. If needed, the successful Bidder may be required to deliver additional quantities, as requested, at the prices quoted until ninety days after the award of this contract.

**INVOICES:** Invoices from orders placed under a contract resulting from this solicitation will be sent to University of Alaska Anchorage, Accounts Payable, P.O. Box 141609, Anchorage, Alaska 99514-1609.

**CONTRACT ADMINISTRATOR:** After award of this contract, Kevin Silver (UAA Associate Athletic Director) (907-786-4809), shall be the University's authorized representative in all matters pertaining to the administration of the terms and conditions of this contract and to whom all notices must be sent. However, a members of the UAA Procurement Services Department are the only individuals allowed to make any amendments or financial modifications to a contract resulting from this solicitation. The successful contractor will be responsible for coordinating all matters pertaining to the resultant contract with UAA's contract administrator.

**BID EVALUATION AND AWARD:** Bids will be reviewed for completeness, compliance with submittal requirements and all other requirements including instructions, provisions, terms and conditions of this solicitation.

Bids that fail to comply with the essential requirements of the solicitation will be rejected as non-responsive and eliminated from further consideration.

**BIDDER'S RESPONSIBILITY:** If, prior to the submission of a bid, a bidder is or becomes aware of information which will affect the proper execution of their responsibilities or obligations specified herein, or if any condition or specification of the bid will hamper performance, or if obligation is not consistent with standard industry practice, it shall be the responsibility of the bidder to inform the procurement officer of the University in writing at least five (5) days prior to the bid opening date.

**DETERMINATION OF VENDOR RESPONSIBILITY:** Determination of responsibility is the unilateral right of UAA. Bids shall be considered only from bidders who, in the judgment of UAA, are regularly established in the business called for, financially responsible, and able to show evidence of their reliability, ability, experience, equipment, facilities and person(s) directly employed and supervised by them to render prompt and satisfactory service. Alaska Statutes require that the University determine whether a vendor is responsible for purposes of award. The University relies on the contractor's expertise with the product submitted herein. For purpose of this solicitation, expertise is defined as, but not limited to demonstrated experience with the product offered. This may include product knowledge, expertise and support of contractor. Vendors not able to comply; will not be considered for award.

**INSURANCE:** UAA may require proof of insurance prior to job performance.

**CHECKLIST:** Bidders are reminded to review the Bidder's Checklist requirements prior to submittal. Any items required on the checklist but not contained in the sealed bid package shall result in the bid being ruled as non-responsive and shall not be considered for award.

**QUESTIONS:** Questions regarding this solicitation should be addressed in writing to Michael Williams, UAA Procurement Services, [kmwilliams11@uaa.alaska.edu](mailto:kmwilliams11@uaa.alaska.edu) . Questions or comments regarding administrative matters (how to submit a bid, what forms to fill out and how) may be asked verbally by telephone or in person. **Questions regarding specifications shall be in writing and may be mailed to the bid address, faxed to 907-786-6519, or e-mailed to [kmwilliams11@uaa.alaska.edu](mailto:kmwilliams11@uaa.alaska.edu) , and**

# University of Alaska Invitation For Bid –IFB B15-001

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submitted five (5) working days in advance of the bid closing date to allow time for an amendment to be issued. No personal contact is to be made by bidder's staff with UAA personnel.

**BID SUBMITTAL INSTRUCTIONS:** Sealed bids must be submitted by the time and date indicated on the front of the bid. Please indicate the Invitation for Bid number on the outside of the bid package. Bids may be delivered during normal offices hours from 8:00 p.m. to 5:00 p.m., Monday through Friday prior to the date and time on the cover page.

**MAIL OR DELIVER BIDS TO:**

University of Alaska Anchorage  
Procurement Services  
3890 University Lake Drive  
Suite 106  
Anchorage, Alaska 99508

Deliveries accepted:  
Monday through Friday, 8 am to 5 pm

## Terms and Conditions

The following terms and conditions are hereby made a part of this Invitation for Bid and any resulting purchase order/contract between the University and Seller, and bidder agrees as follows:

### **1. ACCEPTANCE OF TERMS:**

(a) The goods and services shall be furnished by the Vendor subject to and in accordance with this order. Vendor's acceptance of this order shall constitute agreement to be bound by and to comply with all the terms and conditions set forth herein. Written acceptance or shipment of all or any portion of the goods or the performance of all or any portion of the services covered by this order by the Vendor shall constitute unqualified acceptance of all its terms and conditions.

(b) Any additional or different terms and conditions which may appear in any communication from the Vendor are hereby rejected and shall not be effective or binding unless specifically agreed to in writing by the University. No such additional or different terms or conditions shall become part of the order despite the University's receipt thereof unless the University specifically agrees in writing to their inclusion.

### **2. SHIPPING INSTRUCTIONS:**

(a) Shipments will be prepaid via cheapest common carrier, F.O.B. destination, unless otherwise stated in this order. The University does not accept C.O.D. shipments.

(b) The University Purchase Order number MUST appear on all invoices, packing lists, packages, shipping notices, instruction manuals, and any correspondence. Memorandum of contents shall be enclosed in each box or package. Shipping charges, if allowed, must be supported by copies of bills attached to invoices.

(c) All shipments of hazardous material must be accompanied by Material Safety Data Sheets. This obligation applies to all materials delivered under this contract which will involve exposure to hazardous materials or items containing these materials. The contractor shall comply with applicable federal, state, and local laws, code ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material and are required to comply with the provisions of 8 AAC15.0101(g).

**3. TIME OF DELIVERY:** Time of delivery is of the essence of this order and the order is subject to cancellation or termination for failure to deliver on time.

**4. VARIATION IN QUANTITY:** No variation in quantity will be accepted unless specifically authorized elsewhere in this order.

### **5. PRICE:**

(a) The University shall receive the benefit of any general reduction in Vendor's price prior to delivery and in no event shall the University be charged higher prices than Vendor's similar customers who take delivery in substantially the same amounts and in substantially similar circumstances.

(b) Prices shall be inclusive of all federal, state, and local taxes except those taxes from which the University as a purchaser is exempt or immune. The University of Alaska is a constitutional corporation of the State of Alaska.

**6. PAYMENTS:** Payments for good and services furnished under this order will be due thirty (30) days after the latter of (1) receipt and acceptance of goods or services, (2) receipt of proper billing for such goods or services, or (3) receipt of all documents required by the order.

**7. DISCOUNT DATE:** Cash discount periods on any invoice received, shall commence on the date shipment is received or accepted by the University or date of receipt of invoice, whichever is later.

### **8. INSPECTION AND ACCEPTANCE OF GOOD:**

(a) All work performed and all goods delivered are subject to the University's inspection and acceptance at destination notwithstanding any payments or inspection at source. Final inspection and acceptance shall be conclusive except as to hidden damage found in a timely manner, latent defects, fraud, such gross mistakes as amount to fraud, and exercise of warranties.

(b) Goods rejected by the University for whatever reason may be held, transported and/or stored by the University at Vendor's sole expense. On items delivered in error on in excess of the quantity ordered or authorized, the University reserves the right to return said overages or items at Vendor's expense. Vendor agrees to hold the University harmless for any damages, destruction, or other loss during such return.

(c) Vendor shall promptly reimburse the University for any expenses which the University has advanced on Vendor's behalf in holding, transporting and/or storing, rejected or nonconforming goods or over shipments.

**9. RIGHT TO INSPECT PLANT AND WORK:** The University may, at reasonable times, inspect the part of the plant or place of business and work in progress of a Vendor of any subcontractor which is related to the performance of this order.

**10. WAIVER:** The waiver of any breach of the terms of this order by the University shall not constitute a waiver of any of its terms or any subsequent breach, nor shall any payment for goods delivered or services constitute such waiver.

### **11. WARRANTIES:**

(a) Vendor warrants that all articles, materials, and equipment supplied under this order conform to the specifications of this order, to be of merchantable quality, and to be free from defect in materials and workmanship.

(b) Vendor shall honor standard commercial guarantees and warranties offered by the manufacturer, and any other specific warranty or guarantee specified elsewhere in this order.

**12. LIENS OR CLAIMS:** Vendor warrants the equipment, articles and/or materials furnished under the terms of this order are unencumbered and not subject to any lien or claim.

**13. ASSIGNMENT:** This order, including the right to receive payment of, is not transferable, or otherwise assignable without the express prior written consent of the University of Alaska Procurement Officer. Requests for transfer or assignment must be in writing, and in advance. An instrument of assignment is subject to prior claims of persons, firms, and corporations for services or supplies provided in the performance of this order.

**14. AUTHORITY:** The procurement officer whose name appears on the face of this order has statutory authority to act as agent for the University. Vendor is cautioned that instructions contrary to the provisions of this order, which are received from University employees not specifically delegated authority to act in this matter, are not valid or binding on the University, and are a violation of Alaska Statute 36.30 and University Regulations 23 AAC 05.

**15. CHANGES:** No modifications of any of the terms or conditions of this order, including, but not limited to, delivery, price, quality, quantities, and specifications, will be effective without the prior written consent of the University.

**16. INDEMNIFICATION:**

(a) Vendor agrees to hold harmless the University, its Board of Regents, officers, agents and employees from, and to defend it against, any and all claims arising from the purchase, installation, and/or use of the equipment, articles and/or materials or services which are furnished by the Vendor under this order.

(b) Vendor assumes all risk of damage or injury to Vendor's own employees, property or person acting for or on behalf of Vendor from whatever cause.

(c) Nothing herein shall be construed so as to relieve the University from liability arising solely as a result of its own gross negligence.

**17. TERMINATION, DELAYS, AND EXCUSED PERFORMANCE:**

(a) The University may, by written notice stating the extent and effective date, terminate this order for convenience, in whole or in part, at . The University shall pay the Vendor as full compensation for performance until such termination: (1) the unit or pro rata price for the delivered and accepted portion; (2) A reasonable amount, as approved by the procurement officer, not otherwise recoverable from other sources by the Vendor with respect to the undelivered, unperformed or unaccepted portion of the order; provided compensation hereunder shall in no event exceed the total order price.

(b) The University may, by written notice, terminate the order for Vendor's default, in whole or in part, at any time, if the Vendor refuses or fails to comply with the provisions of the order or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time or fails to make delivery or perform within the time specified or any written extension thereof. In such event, the Vendor shall be liable for any and all damages incurred by the University including but not limited to cost of inspections, receipt, transportation, care, custody and cover cost. Vendor shall also be liable for any and all consequential damages incurred by the University that are related to such breach.

(c) If performance is delayed through no fault, and for reasons beyond the reasonable control of the Vendor, an extension of time may be granted for completion. If a delay is determined to have been caused by the University, the time for performance, and price of the order may be subject to adjustment.

(d) Vendor shall in any event notify the University without delay when Vendor has reason to believe performance will or may be delayed.

**18. ROYALTIES, LICENSES, AND PERMITS:** Vendor shall pay all royalties and fees to obtain licenses and permits relating to items or services provided in this order.

**19. LIABILITY FOR UNIVERSITY-FURNISHED PROPERTY:** Vendor assumes complete liability for any tools, articles or materials, if any, furnished by the University to Vendor in connection with this order. Vendor agrees to pay for all such items so furnished and spoiled by it or not otherwise accounted for to the University's satisfaction. The furnishing to Vendor of any tools, articles or material in connection with this order shall not unless otherwise expressly provided, be construed to vest title thereto in Vendor.

**20. EEO:** Vendor shall comply with E.O. 11246 (Equal Employment Opportunity) as amended, and applicable order and regulations by the U.S. Secretary of Labor or designee (41 CFR Part 60)

**21. RETENTION, EXAMINATION AND AUDIT OF RECORDS:** The University and the U.S. Comptroller General or their agents may, at reasonable times and places, examine, copy, and audit the books and records of the Vendor to the extent that the books and records relate to this order or any cost and pricing data related to this order. The Vendor shall maintain books and records that relate to the order for three (3) years after the date of final payment under the order.

**22. OTHER APPLICABLE LAWS:** The University of Alaska is a recipient of federal financial assistance and is also a prime contractor on federal contracts. As a result, provisions of federal agreements and federal law are applicable to University procurements. Therefore, any provision required to be included in an order of this type by any applicable and valid Executive Order, Federal, State, or local law, ordinance, rule or regulation, grant, or contract, including but not limited to the following: Truth in Negotiations (P.L. 87-653), Small Business Act (15 U.S.C. 631 et seq), Copeland Anti-Kickback Act (18 U.S.C. 874 and 40 U.S.C. 276c et seq), Anti-Kickback Act of 1986 (41 U.S.C. 51-58 et seq), Davis-Bacon Act (40 U.S.C. 276a to 276a-7), Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333 et seq), Drug Free Workplace Act of 1988 (P.L. 100-690), Clean Air Act (42 U.S.C. 7401 et seq), and Clean Water Act (33

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U.S.C. 1251 et seq), are applicable to and incorporated by references in this order.

**23. PATENTS AND COPYRIGHTS:** Any discovery or invention or copyrightable materials developed in the course of or resulting from work carried on under this order shall be the property of the University and subject to the applicable provisions of the University of Alaska Regulations and Board of Regents Policies. If the source of funds for this order is federal, any applicable federal patent and copyright rules also apply, take precedence, and supersede this provision.

**24. DISPUTES:** (Applicable only if the amount of this purchase order exceeds \$10,000.) Any dispute which may arise between the Vendor and the University, 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.

**25. UTILIZATION OF SMALL AND DISADVANTAGED SMALL BUSINESS CONCERNS AND**

**LABOR SURPLUS AREA FIRMS:** It is the policy of the University of Alaska to actively seek participation of small and disadvantaged small business concerns and labor surplus area firms in its procurements. The Vendor is encouraged to do the same regarding subcontracts or purchase order for any part of the performance of this order.

**UNIVERSITY OF ALASKA (MAY 95)**

**Additional Terms and Conditions**

Note to Bidder: In case of conflict between language in this section and in the Terms and Conditions, this language shall prevail.

**\*Not Applicable**



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## Price/Cost Schedule

It is the intent of the University of Alaska Anchorage to purchase a/an complete portable stage configuration as described and specified herein.

### LOT 1

| <u>Description</u>  | <u>Qty</u> | <u>Make/Model</u> | <u>Mnfg. Part #</u> | <u>Unit</u> | <u>Unit Price</u> | <u>Extended Price</u> |
|---|------------|-------------------|---------------------|-------------|-------------------|-----------------------|
| Portable Performance Stage with Sound Wing  | 1          |                   |                     | ea.         | \$ _____          | \$ _____              |
| Handrails   | 60         |                   |                     | ft.         | \$ _____          | \$ _____              |
| Guardrails  | 60         |                   |                     | ft.         | \$ _____          | \$ _____              |
| Skirting  | 120        |                   |                     | ft.         | \$ _____          | \$ _____              |
| ADA Ramp  | 2          |                   |                     | ea.         | \$ _____          | \$ _____              |
| Stair Setup   | 2          |                   |                     | ea.         | \$ _____          | \$ _____              |
| Barricades  | 60         |                   |                     | ft.         | \$ _____          | \$ _____              |
| Accessories as required for installation, assembly, & connection of ramps, stairs, barricades, skirting, guardrails and handrails, etc. | 1          |                   |                     | lot         | \$ _____          | \$ _____              |
| Delivery/Shipping   | 1          |                   |                     | lot         | \$ _____          | \$ _____              |
| Installation (Supervised installation and training by a vendor representative for initial setup and take down)                          | 1          |                   |                     | lot         | \$ _____          | \$ _____              |
| GRAND TOTAL   |            |                   |                     |             |                   | \$ _____              |

\*Descriptive literature should be submitted for all items offered above. Failure to provide descriptive literature may render the bid nonresponsive. Descriptive literature means information that is submitted as part of a bid for evaluation and award. Descriptive literature must provide enough information to the procurement officer to be able to determine if the equipment offered is equal to or better than the minimum specifications detailed in this IFB.\*

**FOB Point:** Alaska Airlines Center, 3550 Providence Dr. Anchorage, AK 99508

**Delivery:** UAA has a desired delivery date of 30 days After Receipt of Order (ARO). The required delivery date is 60 Days After Receipt of Order (ARO). The University anticipates issuing a contract/purchase order no later than September 17, 2014.

**Indicate in the space provided the time required to make delivery ARO:**

Guaranteed delivery time required to final FOB point:

Date: \_\_\_\_\_ or Weeks ARO \_\_\_\_\_

Note: The price as bid shall include all costs associated with packing, shipping, delivery, handling, freight and insurance for delivery to the final FOB point for inspection and acceptance by UAA.

**BIDDER CERTIFICATION AND REPRESENTATION SIGNATURE:**

By signing below, the Bidder 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. A signature below indicates the bidder's intent to be bound by all provision, terms and conditions of the bid and its terms and conditions.

I certify that I am a duly authorized representative of the firm listed below, that information and materials enclosed with this bid accurately represent the capabilities of the firm to provide the services indicated in compliance with the requirements of the solicitation. UAA 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 bid, or responsibility of the firm as a prospective contractor.

Signature: \_\_\_\_\_ Vendor Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Address: \_\_\_\_\_

Title: \_\_\_\_\_ City, State, and Zip: \_\_\_\_\_

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

Date: \_\_\_\_\_

## Bidders Checklist

### I. GENERAL:

Bidders are advised that notwithstanding any instructions or inferences elsewhere in this Invitation for Bid only the documents shown and detailed on this sheet need to be submitted with and made part of their bid. Other documents may be required to be submitted after bid time, but prior to award. Bidders are hereby advised that failure to submit the documents shown and detailed on this sheet **SHALL RENDER THE BID NON-RESPONSIVE.**

### II. REQUIRED DOCUMENTS FOR BID:

BIDS MAY NOT BE CONSIDERED if the following documents and/or attachments are not completely filled out and submitted with the bid:

- ☒ Cover Sheet, Invitation for Bid page (1), must be complete and manually signed (original signature).
- ☒ Representations, Certifications and Statements of Offerors form must be completed and manually signed (original signature).
- ☒ Erasures or other changes made to the bid document prior to submittal must be initialed by the person signing the bid.
- ☒ All amendments issued, if any, that are required to be signed and returned (NOT issued for Informational Purposes Only), must be submitted prior to the bid opening.
- ☒ Price/Cost Schedule must be completed and manually signed in the space provided.
- ☒ To be considered for Alaska Bidders Preference, when applicable, a copy of a current Alaska Business License must be submitted with bid, or the Alaska Business License number must be written on the cover page of this IFB and submitted with bid.
- ☒ Descriptive literature, brochures and/or data must accompany the bid when specifically requested or when the bid submitted is an “or equal.”
- ☒ Appendix A – Minimum Specification Checklist

## REPRESENTATIONS, CERTIFICATIONS, AND STATEMENTS OF OFFERORS

**1. TYPE OF BUSINESS ORGANIZATION:** The Offeror, by checking the applicable box, represents that:

(a) It operates as

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

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

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

**2. PARENT COMPANY INFORMATION:** The Offeror, by checking the applicable box, represents that:

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

**3. TAXPAYER IDENTIFICATION:** (a) Definitions:

- (1) "Common parent," as used in this solicitation provision, means an Offeror that is a member of an affiliated group of corporations that files its Federal income tax returns on a consolidated basis.
- (2) "Corporate status," as used in this solicitation provision, means a designation as to whether the Offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.
- (3) "Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the Bidder/Offeror in reporting income tax and other returns.

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

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

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

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- ☐ 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 Offeror:

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

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

## (e) Common Parent:

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

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

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

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

**4. CONTINGENT FEE REPRESENTATION AND AGREEMENT:** (Note: The Offeror must check the appropriate boxes. For interpretation of the representation, including the term "bona fide employee," see Subpart 3.4 of the Federal Acquisition Regulations.)

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

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

# University of Alaska Invitation For Bid –IFB B15-001

of this contract.

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

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

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

**6. PERIOD FOR ACCEPTANCE OF OFFER:** In compliance with the solicitation, the Offeror agrees, if this offer is accepted within 45 calendar days (120 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 as indicated in this offer.

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

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

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

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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



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small business under the criteria and size standards in 13 CFR 121.

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

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

**10. WOMAN-OWNED SMALL BUSINESS REPRESENTATION:** (a) Representation. The Offeror represents that it ( ) is, ( ) is not a woman-owned small business concern.

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

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

**11. PREVIOUS CONTRACTS AND COMPLIANCE REPORTS:** The Contractor represents that:

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

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

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

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

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

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

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;

(2) Retain the certifications in the files; and

(3) forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

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

A Certification of Non-segregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semi-annually, or annually). **NOTE:** The penalty for making false statements in bids/offers is prescribed in 18 U.S.C.1001.

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

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

- (a) The Contractor shall comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C.1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and EPA regulations (40 CFR Part 15) which prohibit the use by federal contractors or grant recipients, of facilities which are included on the Environmental Protection Agency (EPA) List of Violating Facilities.
- (b) the Contractor warrants that any facilities to be used in the performance of this contract are not listed on the EPA List of Violating Facilities.
- (c) The Contractor will include a provision substantially the same as this, including this paragraph (c) in every non-exempt subcontract.

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

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

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

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

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

**18. CERTIFICATE OF INDEPENDENT PRICING AND PLEDGE TO REFRAIN FROM ANTI-COMPETITIVE PRACTICES:** By submitting this offer, the Offeror certifies that its prices were independently arrived at and without collusion. Penalties for participation in anti-competitive practices are prescribed in AS 36.30, and include, but are not limited to, rejection of the offer, suspension, debarment, civil and/or criminal prosecution.

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

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

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

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

**22. BIDDER AND PRODUCT PREFERENCE ENTITLEMENT:**

- (1) (    ) 5% Alaska Bidder Preference (AS 36.30.321)
- (2) (    ) 5% Alaska Veterans Preference (AS 36.30.321 (f)), not to exceed \$5000.00.
- (3) Employment Program or Disability Preference\*:
  - (    ) 15% Alaska Employment Program (AS 36.30.321 (b))
  - (    ) 10% Alaska Bidder Sole Proprietorship owned by an Individual with a Disability (AS 36.30.321(d))
- (4) 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 36.30.337)  
Items: \_\_\_\_\_

\* Preference marked by an asterisk may be claimed only if the bidder/offeror is, at the time the bid or offer is opened, on the current list of qualified employment programs maintained by the State of Alaska, Department of Education, Division of Vocational Rehabilitation.

Note: A preference under (3) of this section is in addition to any other preference for which the bidder/offeror qualifies, including the preference under (1 & 2) of this section. However, a bidder/offeror shall not receive more than one of the employment or disability preferences under section (3).

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

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**23. OFFEROR CERTIFICATION AND REPRESENTATION SIGNATURE:** By signing below, the Offeror represents that all of its statements, certifications, and representations, and other information supplied herein are true and correct as of the date of submittal of this offer.

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

**OFFEROR:** \_\_\_\_\_  
(Type or Print Company Name and Address)

**APPENDIX A**

**Minimum Specification Checklist**

**Vendors are required to complete and return this form with their bid submission. If the equipment bid meets the minimum specification as described, place a check mark in the box provided. If the equipment bid meets the minimum specification, but requires further explanation, place a check mark in the box and provide more detail in the comment section.**

- ☐ Stage shall be a minimum configuration of 60' wide by 40' deep by 4' to 6' high with 16' x 24' sound wings

Comments: \_\_\_\_\_

- ☐ Stage shall have the ability to adjust by 2" or less increments

Comments: \_\_\_\_\_

- ☐ Stage supports/leg sets shall not exceed 160 lbs.

Comments: \_\_\_\_\_

- ☐ Stage bracing shall be designed to allow for at least 50% un-impeded under stage storage

Comments: \_\_\_\_\_

- ☐ Stage bracing shall be designed to be collapsible or have minimal disassembly for storage

Comments: \_\_\_\_\_

- ☐ Stage bracing shall have floor pads no less than 3" in diameter to protect wood floor

Comments: \_\_\_\_\_

- ☐ Stage bracing shall stack or line up on cart for ease of portability and storage

Comments: \_\_\_\_\_

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- ☐ Stage decking shall be 4' x 8' to allow for industry standard configurations

Comments: \_\_\_\_\_

- ☐ Stage decking shall be constructed with sound dampening materials

Comments: \_\_\_\_\_

- ☐ Stage decks shall not exceed 135 lbs. each

Comments: \_\_\_\_\_

- ☐ Stage decks should be reversible with a carpeted and a solid surface side

Comments: \_\_\_\_\_

- ☐ Stage decks shall be certified to withstand 125 lbs. per square foot

Comments: \_\_\_\_\_

- ☐ Stage handrails and toe kicks shall mount securely to stage with no tools, and shall include any necessary transition hardware

Comments: \_\_\_\_\_

- ☐ Stage stair units shall be collapsible with wheels to allow for ease of set up and storage

Comments: \_\_\_\_\_

- ☐ Stage stair units shall adjust to accommodate 4'-6'

Comments: \_\_\_\_\_

- ☐ Stage shall be compatible with ramp system and hand rails for ADA Access

Comments: \_\_\_\_\_



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- ☐ Stage accessible ramp shall have an incline of 1" per foot or less

Comments: \_\_\_\_\_

- ☐ Stage accessible ramp shall have 6' x 8' landing every 24" of increase in height

Comments: \_\_\_\_\_

- ☐ Stage accessible ramp shall have access heights ranging from 8" to 72"

Comments: \_\_\_\_\_

- ☐ Stage accessible ramp shall have no pieces weighing more than 100 lbs.

Comments: \_\_\_\_\_

- ☐ Stage barricade shall compliment stage and stair purchase.

Comments: \_\_\_\_\_

- ☐ Stage barricade shall include a built in step for increased security management

Comments: \_\_\_\_\_

- ☐ Stage barricade shall be designed to minimize tripping hazards

Comments: \_\_\_\_\_

- ☐ Stage barricade shall be able to store compactly on a storage cart for ease of set up and storage

Comments: \_\_\_\_\_

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- ☐ Stage barricade shall be designed to be assembled and disassemble by no more than 2 people

Comments: \_\_\_\_\_

- ☐ Stage barricade shall be designed with metal mesh panels to allow for travel of sound and light

Comments: \_\_\_\_\_

- ☐ Stage barricade shall be designed to allow for turns necessary for thrust layouts

Comments: \_\_\_\_\_

- ☐ Stage barricade shall be designed for secure assembly and disassembly without the use of tools

Comments: \_\_\_\_\_

- ☐ Stage skirting shall be black, have the ability to clip on and off easily, and mask the front of the stage.

Comments: \_\_\_\_\_