

<b>University of Alaska Anchorage</b> Procurement Services Department 3890 University Lake Dr, Suite 106 Anchorage, AK 99508 (907) 786-6500	<b>Invitation for Bid</b> (This is not an order) Issued pursuant to Alaska Statute 36.30 & University of Alaska Anchorage Regulation P.05.06	<b>Cover Sheet</b> Page <b>1</b> of <b>63</b>
<b>BID DESCRIPTION: FIRE DETECTION AND FIRE SUPPRESSION SYSTEMS INSPECTIONS</b>		
<b>BID OPENING</b> Sealed bids <b>must</b> be submitted via the <b>BONFIRE</b> Portal (see instructions on page 62). No other delivery method shall be accepted. Bids will be received until: <b>DATE:</b> Tuesday, March 27, 2018 <b>TIME:</b> 2:00 PM AKST	<b>PRE-BID CONFERENCE</b> University Lake Bldg. Suite 104 3890 University Lake Drive Anchorage, Alaska 99508 <b>DATE:</b> Tuesday, March 20, 2018 <b>TIME:</b> 10:00 AM AKST	<b>INVITATION FOR BID NO. B18-002</b>  <b>ISSUE DATE:</b> Tuesday, March 6, 2018
<b>Funding status:</b> Funds for award under this Invitation for bid are: <input checked="" type="checkbox"/> Approved ___ Subject to Availability		
<b>FOR INFORMATION ON THIS IFB, CONTACT:</b> Carson Davis, Contracting Officer <b>PHONE:</b> (907) 786-1341 <b>EMAIL:</b> crdavis4@alaska.edu		
<b>ATTENTION:</b> 1) Bids received after the opening date and time shall be rejected. 2) The attached terms and conditions shall become part of any purchase order/contract resulting from this Invitation for Bid.  THE SECTION BELOW TO BE COMPLETED BY THE BIDDER.		
Business Name _____ Mailing Address _____ Street Address _____ Phone Number _____ Email _____ Signature _____ Name & Title (print) _____	Alaska Business License No. _____ (see Instructions to Bidders)  <b>Indicate which preferences you qualify for:</b> AK Bidder's ___ AK Veteran ___ Employment Program ___ AK Products (Indicate Class I, II, or III) ___ Business Classification: (See Instructions to Bidders) ___ Small Business ___ Disadvantaged Small Bus ___ Large Business ___ Disadvantaged Lrg Bus ___ Non-profit org. ___ Woman Owned: Small Bus ___ Foreign Supplier ___ Woman Owned: Lrg Bus	
<b>ACKNOWLEDGMENT:</b> The following amendments have been received: _____		

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## **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.

The University of Alaska Anchorage (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's main campus is located on the north side of Providence Drive, between Lake Otis Parkway and Bragaw and UAA Drive

**UAA is seeking bids from qualified vendors to provide multi-term fire detection system inspection and multi-term fire suppression system inspection services for UAA facilities located in Anchorage.**

The contracts or contract for these services will be awarded by lot, as determined in the best interest of UAA.

**Lot 1:** A multi-term fire detection system inspection service contract

**Lot 2:** A multi-term fire suppression system inspection service contract

**Lot 3:** A multi-term fire detection system inspection and fire suppression system inspection service contract

The UAA Facilities Maintenance Department will administer the contracts resulting from this solicitation.

**The anticipated Solicitation Schedule is as follows:**

<b>IFB Issue Date</b>	Tuesday, March 6, 2018
<b>Pre-IFB meeting</b>	Tuesday, March 20, 2018
<b>Questions Due</b>	Thursday, March 22, 2018
<b>Bids Due</b>	Tuesday, March 27, 2018
<b>Anticipated Notice of Award</b>	Wednesday, March 28, 2018
<b>Anticipated Contract Award</b>	Friday, April 6, 2018

## A. GENERAL SPECIFICATIONS – FIRE DETECTION SYSTEMS INSPECTION

**1. SCOPE OF WORK:** The University of Alaska Anchorage (UAA) is soliciting bids to establish a multi-term fire detection system inspection service contract for UAA facilities located in Anchorage. Contractor shall furnish all necessary resources to perform full and complete fire detection systems inspections as required, in compliance with manufacturers' specifications, federal, State and local regulations and applicable industrial standards.

Contractor shall furnish all personnel (management, supervision, and labor), equipment, supplies, materials, parts, related tools, equipment and transportation necessary to perform all operations in connection with the fire detection systems inspections in strict accordance with specifications. Services as specified shall be in strict compliance with, the bid specifications, provisions, terms, and conditions, and applicable industrial standards.

The Contractor agrees to notify UAA if any equipment is found to be out of service or exhibits anomalies, which may indicate operating deficiencies requiring service by UAA.

**2. UAA RESPONSIBILITIES:** UAA Facilities Maintenance shall monitor the Contractors compliance with, and performance under, the terms and conditions of the Contract.

Single-line facility floor plans will be made available at <http://fpgis.uaa.alaska.edu/fptableanc.htm>. As-built drawings of fire protection systems are available in the UAA Facilities Project Services office and Facilities Maintenance Office. UAA will not be held responsible for the accuracy of or errors in floor plans or drawings.

**3. FUTURE EQUIPMENT ADDITIONS:** Additional equipment which may come on line during the term of this contract shall be incorporated at a cost that is in accordance with existing contract pricing.

**4. UAA CONTRACT ADMINISTRATOR:** The UAA Contract Administrator for this bid award will be the Facilities Maintenance Director or designee. The Contract Administrator shall act on behalf of UAA with respect to all aspects of resulting contracts. The Contract Administrator shall have complete authority to require the Contractor to comply with all provisions of the contract. The Contract Administrator shall approve all billings prior to payment and shall approve requests for work outside the regular inspection program.

4.1. The Contract Administrator is empowered to make changes related to temporary increases or decreases for services (such as a decrease for remodeling or an increase for a special event) with existing pricing established as a result of this bid or subsequent negotiation without a formal contract modification. The Contract Administrator and Contractor's Contract Manager shall determine which method of communication shall be used for these temporary changes. Communication may be verbal followed up with a written request for the increase or decrease in service. All suspensions or additions of service initiated by the Contract Administrator, or designee, shall be binding on UAA and the Contractor. Formal contract modifications will not be issued for frequent temporary changes. Formal contract modifications will be issued for prolonged building closures, suspensions of service greater than 60 days, permanent additions in service, permanent changes in frequency, etc.

4.2. The Contract Administrator has no authority to change the terms and conditions of the contract. This may be accomplished only by written Change Order/Modification to Contract issued by the UAA Procurement Department.

**5. CONTRACT MANAGER:** The Contractor shall provide a **Contract Manager** who shall be responsible for the performance of the work. The name of this person and contact phone numbers shall be designated in writing to UAA Procurement Services prior to commencement of services. Except as otherwise specified herein the Contractor's Contract Manager will be responsible for coordinating all matters with UAA's Contract Administrator.

5.1. By responding to this solicitation, the Contractor is certifying that the Contract Manager shall be adequately trained in the compliance of all applicable AKOSHA, EPA, and other Federal, State and Local laws and regulations regarding materials and operations that may be encountered in the performance of the contract.

**A. GENERAL SPECIFICATIONS – FIRE DETECTION SYSTEMS INSPECTION (CONT.)**

- 5.2. The Contract Manager shall have full authority to act for the Contractor in all matters relative to the performance of the Contract. The Contract Manager shall be the customer service manager. The Contract Administrator shall approve the work schedule of the Contract Manager. As a minimum, the Contract Manager will be required to cover a portion of the work shift, and overlap a portion of the UAA workday in order to meet with the Contract Administrator to submit, and receive reports, inspections, direction, discuss any deficiencies in performance, or other matters of concern to both parties. The Contract Manager shall meet with the Contract Administrator at the end of each shift to discuss any matters of concern to both parties.
- 5.3. The Contract Manager must be fluent in the English language. Fluency is defined, for these purposes, as the ability to speak, read, and writes the English language so as to be easily understood. This requirement is essential to facilitate necessary and ongoing communications between the Contract Manager and the UAA Inspectors and Contract Administrator.
- 5.4. The Contract Manager shall be responsible for ensuring that a key transfer form is completed each time keys are transferred to guarantee up-to-date key record information at all times in accordance with "Security Key Control Standards" of this solicitation. The Contract Manager is responsible for maintaining accurate key record information so the Contractor can report to UAA the employees' name and the key(s) in any employee's possession at any time.
- 5.5. During any absenteeism of the Contract Manager, planned or unplanned, the Contractor shall provide a fully qualified replacement authorized to act with the full authority of the Contract Manager.
- 5.6. The Contract Manager shall assign a sufficient number of qualified supervisors to physically inspect, monitor, and supervise Contractor employees, ensuring adherence to the service schedule.
- 5.7. The Contract Manager, or designee, shall have, maintain, and check daily an E-mail address to facilitate prompt resolution of problems.
- 5.8. The Contract Manager shall carry a cell phone, shall be on-call at all times, and must be able to report to any of the locations covered by this contract within 30 minutes.

**6. SUPERVISOR:** The Contractor shall provide NICET Level II, AK State 2A or higher supervision for this contract to ensure compliance with the performance standards and task frequencies: to physically inspect, correct deficiencies, monitor, assure quality standards and supervise Contractor employees, ensuring adherence to the services schedule. The Supervisor shall have full authority to act for the Contract Manager. The Contract Administrator shall approve the work schedule of the Supervisor.

At the end of each work shift, the supervisor shall inspect the entire work area to ensure that all work is complete, all necessary doors are locked, and lights are turned off.

- 6.1. The Contract Supervisor requires the approval of the Contract Administrator. A detailed resume shall be submitted prior to the assignment of any new or replacement personnel to this Contract for approval by the Contract Administrator.
- 6.2. The Supervisor shall be responsible for the conduct and performance of all Contract employees while on UAA property. The Supervisor is responsible for enforcing the Employee Conduct guidelines.
- 6.3. The Supervisor must be fluent in the English language. Fluency is defined, for these purposes, as the ability to speak, read and write the English language so as to be easily understood. This requirement is essential to facilitate necessary, ongoing communications between the Supervisor, the Inspectors and the Contract Administrator.

**7. LABOR:** All actual inspection work shall be performed by personnel directly employed by the Contractor. No actual work shall be subcontracted.

**A. GENERAL SPECIFICATIONS – FIRE DETECTION SYSTEMS INSPECTION (CONT.)**

- 7.1. **Supervisor Qualifications:** The Contract Supervisor named by the Contractor shall be responsible for the management and scheduling of all work to be performed under this Contract. The Contract Supervisor shall possess, prior to this employment as supervisors on this Contract, at least 4 years of recent experience (within the last 10 years) in the supervision of technicians involved in the inspection and maintenance of the kinds of fire detection systems to be inspected under this Contract. The supervisor shall possess NICET LEVEL II, AK State 2A or higher certification.
- 7.2. **Journeyman/Technician Qualifications:** All personnel directly engaged in the work to be accomplished under this Contract shall possess, prior to their employment a minimum of NICET LEVEL II Certification or state certification Level 2A, at least 4 years of recent (within the last 6 years) experience in the operation, maintenance, installation and inspection of the kinds of fire detection systems to be inspected under this Contract.
- 7.3. **Resumes:** Prior to the commencement of work under this Contract, detailed resumes containing sufficient information to demonstrate compliance with the requirements shall be submitted to the UAA Contract Administrator for approval. Detailed resumes shall be submitted prior to the assignment of any new or replacement personnel to this Contract, for approval by the UAA Contract Administrator. Minimum requirements:
- a. A detailed description of the person's previous 6 years of employment history.
  - b. Copies of current NICET Certifications and State of Alaska Certifications.
  - c. The name(s) and addresses of the companies for whom he/she worked for the past 6 years, along with the name(s) and telephone number(s) of his or her immediate supervisors.

**8. TRAINING:**

- 8.1. The Contractor shall ensure and certify by the assignment of each worker to this contract, that each employee, prior to being assigned under this contract, is adequately trained in the proper use of equipment, supplies, and chemicals used in the performance of services. Additionally, each employee shall be adequately trained in the use of hazardous materials, or materials that can be made hazardous through improper usage that may be used under this contract. The Contractor shall conduct adequate training in safe work procedures and practices. Such training shall include insuring that all employees know the location of emergency safety showers, the location of fire alarms, and be made familiar with evacuation routes in the event of an emergency. The Contractor shall ensure that he is in compliance with all other safety regulations and mandates as described in applicable state AKOSHA regulations. The Contractor agrees to hold harmless UAA for any injuries, emotional stress, deaths or loss of UAA property resulting from, or attributable to, inadequate training of its employees.
- 8.2. The Contract Administrator has the right to disallow the use of any Contractor employee the Contract Administrator deems to be inadequately trained in the proper use of equipment, or supplies, or matters of safety.
- 8.3. An adequate training program should include, but not be limited to the following:
- Introduction to UAA Policies and Procedures;
  - The provisions of this contract, (with emphasis on Contractor employee's conduct & safety);
  - Tools & equipment, (proper usage, and safe practices);
  - Chemicals, (proper usage, and hazards);
  - Performance Standards and Schedules;
  - Proper lifting techniques;
  - Proper use of safety gear, e.g., eyewear, hardhats, footwear, etc., as appropriate for the task;
  - Emergency procedures;
  - Lockout/tagout.

**A. GENERAL SPECIFICATIONS – FIRE DETECTION SYSTEMS INSPECTION (CONT.)****9. WORKING HOURS AND CONDITIONS:**

- 9.1. Regular service for all work including regular examination and repairs in accordance with this contract shall be made during the regular business hours of UAA, 7 AM to 3:30 PM Monday through Friday.

Any work, such as audible alarm testing, that would disrupt classes or UAA operations shall be accomplished during nights after classes (after 10:00 p.m.), in the mornings before classes (prior to 7:00 am) or during school breaks. Contractor will be responsible for building security during this time. All other work performed during occupancy of various buildings shall be performed in a manner that will not disrupt ongoing functions.

The inspections shall begin at the UAA Housing Complex during the summer break, from the first week of May, continuing through the campus in a westerly direction and be completed prior to the 2<sup>nd</sup> week of August. Following this schedule will correspond with the current inspection program.

- 9.2. Emergency service shall be provided by the Contractor for emergency service which consists of promptly dispatching qualified employees in response to requests from UAA by telephone or otherwise, for emergency service, repair or adjustment, 7 days a week, 24 hours a day with a response time of not more than 1 hour during regular hours and not more than 2 hours during other than regular hours. Emergency repairs shall be made to restore the equipment to operating order. If repairs cannot be made immediately the technician shall notify Facilities Maintenance Dispatch or University Police Dispatch as to the reason.

The Contractor shall provide the Contract Administrator with emergency telephone numbers. At least 1 number shall be for assistance 24 hours per day, 7 days per week, including all holidays.

- 9.3. Equipment shutdowns for maintenance and access to the equipment at times other than those listed above shall be coordinated with and approved by the UAA Contract Administrator.

- 9.4. Contractor shall provide a schedule to the contract administrator at least 2 weeks prior to testing and the length of time required for such services. Failure to provide advance notice of scheduled work to the Contract Administrator will result in liquidated damages of \$250.00 for each such occurrence shall be deducted from payment otherwise due the Contractor.

- 9.5. Failure to appear as scheduled without 24-hour prior notice and approval of the Contract Administrator, or designee will result in liquidated damages of \$250.00 for each such occurrence shall be deducted from payment otherwise due the Contractor.

**10. EMPLOYEE CONDUCT:**

- 10.1. Contractor's employees appearing to be under the influence of alcohol or drugs shall not be permitted on UAA property.
- 10.2. Any employee whose conduct is objectionable or who does not meet qualifications set forth in the contract may be immediately removed or barred from UAA premises. UAA may also require removal of any worker from the work areas whose continued employment on the premises is deemed contrary to the public or UAA's best interests.
- 10.3. Contractor's employees shall not remove, use, or tamper with UAA office machines, computers, equipment and UAA employee's personal property, and shall not open desks, cabinets, or other furniture drawers, at any time.
- 10.4. No power sources to computers or other technical equipment shall be disconnected. Any such loss caused by the Contractor shall be deducted from Contractor's payment.
- 10.5. Science labs may be organized to run experiments over a period of days. Exam rooms may contain lab and test equipment. It is imperative that equipment and glassware not be disturbed.

**A. GENERAL SPECIFICATIONS – FIRE DETECTION SYSTEMS INSPECTION (CONT.)**

- 10.6. Contractor's employees shall not use UAA telephones for personal calls.
- 10.7. No business solicitations from the Contractor or the Contractor's employees soliciting additional private business from building occupants shall be allowed. This also prohibits notes or advertisements posted on bulletin boards.
- 10.8. UAA is a tobacco free establishment. Use of tobacco products is prohibited on University property. The exception is in your personal vehicle in the parking lot.
- 10.9. UAA is a drug-free workplace. The Contractor's management and employees shall not use controlled substances not prescribed for them or illegal substances.
- 10.10. The Contractor shall ensure that none of its employees scavenge any item from UAA. This shall include, but not be limited to items to be placed in, or already in trash containers, or dumpsters. The Contractor shall include this as a point of new employee orientation and or training.
- 10.11. The Contractor's employees shall not be accompanied in their work areas or on the premises by acquaintances, family members, or any other person unless said person is an authorized Contractor employee performing work under the contract.

**11. UNIFORMS AND ID BADGES:** Contractors employees shall be easily while on UAA premises by a distinctive uniform and/or by an identification badge containing the company name and employee name. Identification shall be worn at chest level on the outermost garment of the employee and must be displayed at all times when performing work under this Contract.

- 11.1. The company ID badge shall display the Contractor's name, the employee's first and last name of the employee and shall be worn at chest level on the outermost garment of the employee and must be displayed at all times when performing work under the contract.
- 11.2. Any contract employee not wearing an identification badge or company uniform may be immediately removed from campus and liquidated damages of \$250.00 for each such occurrence shall be deducted from payment otherwise due the Contractor.
- 11.3. Use of the UAA name or logos is not permitted. Proposed attire may be subject to the approval of the Contract Administrator and, in any case, UAA reserves the right to request the removal of any Contractor's employee it deems to be inappropriately attired.
- 11.4. The Contractor's employees must have in their possession at all times while working on campus, a photo ID card, such a State of Alaska Driver's License, that is acceptable to UAA. The Contractor's employees shall display their photo IDs immediately when requested by any UAA employee. At any time while on duty, the service worker may be required to surrender the identification badge to UAA Police. Failure of a Contractor's employee to show an acceptable photo ID upon demand will be grounds for the Contractor's employee to be removed from UAA premises. The Contractor will be responsible for any and all costs associated with removal of a Contractor's employee for any reason.
- 11.5. The Contractor shall ensure all of its employees are clean, neat, and appropriately attired, wearing safe, suitable shoes and garments at all times during the performance of the services.

**12. THEFT REIMBURSEMENT:** Contractor is responsible for selecting and supervising its employees sufficiently to prevent any theft from UAA premises by Contractor's employees. Contractor shall reimburse UAA for all losses and associated expenses arising because of theft of property at UAA under any one or more of the following circumstances:

- 12.1. UAA establishes by a preponderance of the evidence that an employee of the Contractor took property without permission; or,
- 12.2. UAA establishes by a preponderance of the evidence that:
  - a. Property was taken by someone without permission, and



**A. GENERAL SPECIFICATIONS – FIRE DETECTION SYSTEMS INSPECTION (CONT.)**

- b. An employee of the Contractor has taken or assisted in taking property of UAA without permission under circumstances that are sufficiently similar to cast reasonable suspicion on that employee as to taking the property referenced in subparagraph a. above, and,
  - c. The Contractor does not establish by a preponderance of the evidence that that employee did not take or assist in the taking of the property.
- 12.3. UAA proves by a preponderance of the evidence that some employee of the Contractor took property of UAA without permission, even though UAA cannot identify which employee was involved.

**13. CONTRACTOR'S ACCESS:** Access routes, entrance gates or doors, parking and storage areas, etc. and any imposed time limitations on the Contractor shall be designated by the Contract Administrator. The Contractor shall conduct its operations in strict observation of the access routes and other areas established as described above. The Contractor shall ensure that under no circumstances shall any employees of the Contractor enter any area not authorized by the Contract Administrator. UAA shall give Contractor's personnel reasonable access to the areas where the services shall be performed to the extent necessary for the performance of the services subject, however, to UAA's security and safety rules and regulations. UAA shall arrange for access to buildings, including the provision of keys or access cards to the Contractor as necessary to perform the services.

**14. KEY CONTROL:** Contractor is responsible for of all UAA provided keys, key cards, other entry devices and codes.

- 14.1. The Contractor's Supervisor must complete and sign a "Request for Key Transfer" form to obtain required keys. UAA shall provide "Key Transfer Forms" to Contractor. Anytime a key holder is hired or terminated keys must be returned and a "Request for Key Transfer" form must be completed and signed.
- 14.2. UAA keys shall remain in the Contractor's Supervisor's possession and may be removed from UAA premises during non-working hours. UAA keys will be returned upon request by UAA for any reason. UAA keys, issued to Contractor's employees shall not leave UAA premises.
- 14.3. The Contractor shall not duplicate, and shall prevent duplication of key devices issued by UAA.
- 14.4. Technicians and other Contractor employees must request keys for areas to be worked in when logging in at the Facilities Maintenance office and return the keys when logging out. UAA keys issued to Contractor employees, other than the Contractor's Supervisor, shall not leave UAA premises.
- 14.5. If a building or area requires re-keying due to lost keys by the Contractor, or one of its employees, the Contractor is responsible for paying UAA for all re-keying costs.
- 14.6. All keys will be returned to UAA when contract period is terminated or requested.
- 14.7. The Contractor shall ensure that all keys issued to the Contractor by UAA are not lost, or misplaced, and are not used by unauthorized persons. The Contractor shall immediately report any lost, missing or stolen keys devices to the UAA Contract Administrator and to the University Police. Failure to do so may result in a \$250.00 assessment against the Contractor.

**15. LOG-IN / LOG-OUT:** All Contractor employees performing any work provided for under this Contract shall be required to contact the Facilities Maintenance Work Management Office, 786-6980, Gordon Hartlieb Building East (GHBE), Room 130 and the University Police, 786-1120, Eugene Short Building (ESB), Room 114, prior to arriving on campus and starting work and upon completion of the work, before leaving the campus. If no one is available in the Facilities Maintenance Work Management Office to answer the call, a message may be left on voicemail.

**16. SECURITY:** Contractor shall be responsible for the security of UAA property in each service area.

**A. GENERAL SPECIFICATIONS – FIRE DETECTION SYSTEMS INSPECTION (CONT.)**

- 16.1. **Background Check:** The Contractor is hereby notified, and shall notify all prospective employees to be used under this contract, that, as a condition of employment, UAA may conduct a background check of criminal records, naturalization status, and other inquiries UAA deems reasonable. The background check may be implemented for what UAA deems to be sensitive areas. The purpose of this check is to ensure that the students, faculty, staff, and property of UAA are not placed at unreasonable risk. UAA retains the right to require the transfer or removal of an employee under this contract if, in the opinion of UAA, the employee poses an unacceptable risk to UAA, its students, faculty, staff, or property. Failure by the Contractor to exercise reasonable precautions in enforcement of security issues may be cause for termination of the contract.
- 16.2. The Contractor shall take all measures necessary to ensure its employees comply with all applicable Federal, State and local rules, laws and regulations, and the security rules and regulations of UAA, including, but not limited to the following security standards at all times.
- 16.3. The Contract Manager shall immediately notify the Contract Administrator in writing of any termination or transfer, and shall immediately obtain and void all identification badges, and collect any uniforms issued. In the event that an identification badge, or uniform is not retrieved, the Contractor shall immediately notify the Contract Administrator who shall notify the University Police Department.
- 16.4. All doors normally closed and locked shall be closed and locked at all times, except when access is required. It is an unacceptable practice, and a breach of security to have all doors on a floor open at the same time. No rooms shall be left unattended with doors open and unlocked. When access is no longer required, the room must be closed and locked. At the UAA Contract Administrator's discretion, failure to comply with this requirement may result in a \$250.00 assessment against the Contractor.
- 16.5. All exterior doors and windows will remain locked until 6:30 a.m. Unless notified to the contrary, all exterior and fire doors will be unlocked at 6:30 a.m. on weekdays only.
- 16.6. Security and alarm systems are located in many buildings on campus. An orientation to alarms will be conducted by the UAA Contract Administrator before contract work begins. If alarms are accidentally sounded by Contractor employees or activity, and Fire Department, Police, or UAA personnel respond by arriving to UAA locations, Contractor is responsible for any costs incurred as a result of the false alarm.
- 16.7. To the extent allowed by the law, UAA reserves the right to investigate and pursue any apparent breach of security or other misconduct. Such investigation may include questioning and/or finger printing as deemed necessary.
- 16.8. There must be a minimum of 2 employees for any work in student's rooms of student housing.
- 16.9. There may be occasions where Contractor is responsible for keeping interior doors locked or unlocked based on utilization and demand. These will be by written requests from the Contract Administrator to the contract manager on a case per case basis.
- 16.10. The Contractor shall take all measures necessary to ensure its employees comply with all applicable Federal, State and local rules, laws and regulations, and the security rules and regulations of UAA.
- 17. SAFETY:** The Contractor shall have an active and effective safety program and demonstrate that it has a history of safe work practices, that regular safety education is given to its employees, and that all federal safety mandates are complied with and properly documented.
- 17.1 **Safe Work History:** The Contractor must have an established record of safety. For companies with 10 or more employees, the Contractor must document ratings for Lost Time Incident Rate and Lost Time Severity Rate (AKOSHA Form 300A Summary) for calendar years 2010, 2011 and succeeding years for contract renewals.

**A. GENERAL SPECIFICATIONS – FIRE DETECTION SYSTEMS INSPECTION (CONT.)**

- 17.2. **Federal Requirements:** Contractor must be in compliance with AKOSHA training and hazard communication requirements, i.e., company policy, training brochures, training programs overviews, minutes of training program/meetings, professional/trade or union safety training certifications.
- 17.3. The Contractor will be familiar with and operate within guidelines set forth by the Occupational Safety and Health Act and all Municipality or State regulations, which affect fire detection system inspections. The Contractor will ensure that all employees assigned to UAA are knowledgeable of the current guidelines/regulations affecting fire detection system inspections. These guidelines/regulations include but are not necessarily limited to Hazard Communication Program and Blood borne Pathogen Regulations.
- 17.4. **Written Safety Program:** The Contractor will have a written safety program or employee handbook which contains the safety policies governing: general safety rules, hazard communication, personal protective equipment, fall protection, lockout/tagout and a range of potentially hazardous job site conditions. The Contractor will have trained its employees on this policy or handbook.
- The Contractor shall have an ongoing safety training program to continuously educate employees on safety issues and to fulfill the federal training requirements. Contractor may be periodically required to provide proof of an ongoing and viable safety program.
- 17.5. For all operations requiring the placement and movement of the Contractor's equipment, the Contractor shall observe and exercise, and compel his employees to observe and exercise, all necessary caution and discretion, so as to avoid injury to persons or damage to property.
- 17.6. In accordance with A.S. 18.60, the Contractor shall acquire, file and maintain up-to-date records pertaining to Material Safety Data Sheets for substances and products used by the Contractor on UAA premises. The Contractor shall assume full responsibility for conformance with the law in regard to Contractor's employees. The Contract Administrator or designee may request copies of any and all Material Safety Data Sheets for substances used on UAA premises. These MSD Sheets must be made available within 4 hours of request.
- 17.7. All ladders or other devices used to reach the surface of objects not otherwise accessible for the required operations shall be of sound construction, be firm and stable, and shall be maintained in good condition in accordance with applicable AKOSHA standards and regulations. All such equipment shall be moved onto the areas where they are required, placed, shifted where necessary, and removed from the areas in such manner as to provide maximum safety to person and property in and around areas of cleaning operations. Any Contractor owned equipment left on UAA property must be stored in a manner consistent with general AKOSHA Safety Standards.
- 17.8. Care shall be exercised so vehicles or equipment do not damage UAA lawns or grounds. Any damage caused by the Contractor shall be repaired by the UAA Grounds Department at the sole expense of the Contractor.
- 17.9. Any damage to building structures, contents, or personal property caused by Contractor's employees shall be corrected, repaired, or replaced by Contractor at no cost to UAA. At its discretion, UAA reserves the right to correct damage and deficiencies caused by the Contractor. The Contractor may be charged for cost associated with correcting damage or deficiencies.
- 17.10. For failures to comply with AKOSHA safety requirements and resulting in damages, a \$250.00 assessment, per occurrence, may be assessed against the Contractor.
- 18. EMERGENCIES:** In the event that the Contractor encounters an emergency situation or potential fire hazard he shall take immediate prudent and reasonable action as necessary to safeguard UAA's property and personnel, and the Contractor's employees. Such action shall include, but not be limited to calling the University Police Department at 911 and notification to the UAA Contract Administrator, or designee, as soon as possible. If unable to contact the University Police, the Contractor shall contact the Anchorage

**A. GENERAL SPECIFICATIONS – FIRE DETECTION SYSTEMS INSPECTION (CONT.)**

Police Department or Anchorage Fire Department at 911 and then notify the Contract Administrator as soon as possible.

**19. UAA PROPERTY/EQUIPMENT:** Any damage to building structures, contents, or personal property caused by Contractor's employees or Contractor's cleaning methods shall be corrected, repaired, or replaced by Contractor at no cost to UAA. At its discretion, UAA reserves the right to correct damage and deficiencies caused by the Contractor. Any costs incurred by UAA associated with correcting damages or deficiencies shall be charged to the Contractor or deducted from payment to the Contractor.

Care shall be exercised so vehicles or equipment do not damage UAA lawns or grounds. Any damage caused by the Contractor shall be repaired by the UAA Grounds Department at the sole expense of the Contractor.

**20. REVIEW OF RECORDS:** The Contractor shall make available to the Contract Administrator as requested, all payroll records, training records, invoices for materials, books of accounts and other relevant records pertinent to this contract for the purpose of inspections and audit. The Contractor shall retain the records for a period of 6 years after the performance of the services to which the records relate.

**21. INSPECTION PROGRAM REQUIREMENTS:** The Contractor shall have an established fire detection inspection system program that includes pre-established and documented procedures and pre-established schedules on which to base the frequency of the performance of these inspection procedures.

**22. CLEANING:** The Contractor shall keep the work premises free from debris and accumulation of waste at all times, remove construction and other smears and stains from the finished work surfaces by the end of each day of work and remove surplus materials, tools and equipment that may present a hazard at the end of each day.

Cleaning compounds and materials shall be supplied by the Contractor. Cleaning agents employed shall be neither flammable nor noxious and shall be used in strict accordance with the manufacturer's recommendations and if stored on UAA premises shall be stored in code complying metal containers provided by the Contractor, and approved by the UAA Contract Administrator.

**23. CHEMICALS AND HAZARDOUS MATERIALS:** The Contractor shall maintain a file of the MSDS, as required by the AKOSHA, for each chemical used in the performance of contract services. When requested by the Contract Administrator, the Contract Manager shall provide an MSDS for any or all chemicals used in the performance of the contract.

Failure to comply with hazard communication standard and EPA requirements to waste disposal requirements and resulting in damages, may result in a \$250.00 assessment, per occurrence, against the Contractor.

**24. ENERGY CONSERVATION:** The Contractor shall be responsible for instructing employees in utility conservation practices. The Contractor shall operate in such a way as to preclude the waste of utilities, which shall include but not be limited to the following:

- 24.1. Lights shall be used only in areas where and at the time that work is actually being performed. Lights shall be turned off at the completion of work in the machine rooms and pit areas. Burned-out or malfunctioning light fixtures shall be brought to the attention of the Contract Administrator.
- 24.2. Mechanical equipment, controls for heating, ventilation and air conditioning systems shall not be adjusted by the Contractors employees.
- 24.3. Exterior doors and windows shall not be propped open.
- 24.4. Replacement of motors and starters should be accomplished to provide energy efficient operations.
- 24.5. Water faucets and valves shall be turned off after the required usage has been accomplished. Leaking faucets shall be brought to the attention of the UAA Contract Administrator.
- 24.6. If any utility conservation measures are breached, UAA may deduct \$250.00 per occurrence.

**A. GENERAL SPECIFICATIONS – FIRE DETECTION SYSTEMS INSPECTION (CONT.)**

Occurrence is defined as each incident in one shift, i.e., lights left on in 5 rooms, 5 penalties of \$250.00 each shall be assessed.

**25. CODE VIOLATIONS:** Violations issued by government agencies shall be corrected immediately by the Contractor. Any and all costs associated with code violations will be the responsibility of the Contractor. The Contractor will be informed immediately of any Contractor regulatory infractions discovered by the UAA Contract Administrator. Failure to correct regulatory infractions will be deemed a contract deficiency and subject to \$250 deductions per incident without application of the repeat deficiency rule.

**26. NON-PERFORMANCE OF SERVICES:**

- 26.1. UAA Contract Inspectors have the authority and responsibility to determine whether services are being performed in accordance with the contract. Failure to comply with the directions of the Contract Inspector and/or the Contract Administrator in resolving non-performance may lead to suspended or reduced payments, breach of contract, and/or termination of the contract for default.
- 26.2. Services shall be considered not to have been performed properly when, in the sole judgment of the Contract Administrator, or designee, that the services in an area were not performed in strict accordance with the Performance Standards contained herein, with the required frequency, or an area is otherwise considered not to be clean as defined by the requirements of the contract.

**27. CORRECTION OF NON-PERFORMANCE OF SERVICES:** The Contractor shall, at his own expense, remedy and correct any deficiencies in his work. Each instance of non-performance shall be noted in writing and made a part of the contract file. There will be no monetary assessments during the first two (2) weeks of service at the start of the contract for a new Contractor.

- 27.1. The Contractor will be made aware of all deficiencies. When the Contractor has been made aware of a deficiency by the Contract Administrator or Contract Inspector, the Contract Manager shall, within two (2) hours, re-deploy the Supervisor, and/or Service Workers as necessary, to remedy deficiency to the satisfaction of the Contract Inspector, or present a plan of action for correcting the deficiency. Unless otherwise approved by the Contract Administrator, all deficiencies must be corrected within two hours. The cost of all labor, supplies, equipment and support necessary to correct such deficiencies are the sole responsibility of the Contractor. Upon completion of the corrective efforts, but before dismissing the crew, the Contract Manager shall contact the Contract Inspector to request a re-inspection.

In the event quality control measures fail to produce acceptable work and deficiency corrections are still unacceptable to UAA after two (2) hours (after notice), an assessment in the amount of \$250 per day for each such occurrence may be deducted from payment otherwise due the Contractor. In addition, any and all costs incurred by UAA to remediate the situation will be deducted from the Contractor payment. If the Contractor is unable to correct deficiencies because of any Contractor's operational conflicts, the Contractor will still be assessed \$250 per occurrence plus any additional costs of remediation.

- 27.2. Repeat deficiencies: In the event that multiple callback requests in a 30-day period are necessitated to correct deficiencies, the Contract Administrator shall request a written plan to cure unsatisfactory performance. The plan shall identify methods of improving level of service to ensure callbacks are eliminated. Continued performance deficiencies may result in termination of the contract.
- 27.3. Assessments shall offset the expenses incurred by UAA for direct and indirect costs associated with the additional burden of compelling compliance. This assessment is separate and distinct from any other payments that may be withheld, or prorated that might otherwise be due the Contractor. UAA's decision to impose any assessment is final.

**28. LIQUIDATED DAMAGES:** The Contractor, as part of the consideration for award of the contract, not as a penalty, but as a liquidated damage agrees to pay UAA liquidated damages for the following breaches of contract. Deficiencies of any nature, independent of location, that are repeated (more than three occurrences in 365 consecutive days) will incur a deduction of \$250 per occurrence from the monthly

**A. GENERAL SPECIFICATIONS – FIRE DETECTION SYSTEMS INSPECTION (CONT.)**

invoice at the discretion of the Contract Administrator.

- 28.1. Paragraph 9, Working Hours & Conditions, 9.4: **Failure to provide advance notice of scheduled work at least 2 weeks prior to testing and the length of time required for such services.**
- 28.2. Paragraph 9, Working Hours & Conditions, 9.5: **Failure to appear as scheduled without 24-hour prior notice and approval of the Contract Administrator, or designee.**
- 28.3. Paragraph 11, Uniforms and ID, 11.2: **Not wearing an identification badge or company uniform.**
- 28.4. Paragraph 14, Key Control, 14.7: **Failure to report any lost, missing or stolen keys devices.**
- 28.5. Paragraph 16, Security, 16.4: **Failure to comply with security requirements.**
- 28.6. Paragraph 17, Safety, 17.10: **Failure to comply with AKOSHA safety requirements.**
- 28.7. Paragraph 23, Chemicals and Hazardous Materials, **Failure to comply with hazard communication standard and EPA requirements to waste disposal requirements.**
- 28.8. Paragraph 24, Energy Conservation, 24.6: **Breach of utility conservation measures.**
- 28.9. Paragraph 27. Correction of Non-Performance of Service, 27.1: **Failure to correct performance deficiencies.**

**END GENERAL SPECIFICATIONS – FIRE DETECTION SYSTEMS INSPECTION**

**B. TECHNICAL SPECIFICATIONS - FIRE DETECTION SYSTEMS INSPECTION**

1. The Contractor shall furnish all labor, material, services and equipment necessary to inspect, test, service and certify fire detection and alarm systems at UAA facilities listed in the attached table, in accordance with current MOA requirements. Specific buildings maybe excluded in a test period by the Contract Administrator. Contractor will not be responsible for taking corrective action for fire protection system deficiencies, or for designing alterations to systems.
2. For each year, or performance period, the Contractor shall provide copies of State Fire Marshall Fire System Permits, Municipality of Anchorage Certificates of Competency, National Institute for Certification in Engineering Technologies (NICET) certifications, etc. for all persons who will be inspecting, testing, or servicing systems under this contract within five working days of issuance of the Notice-of-Intent-to-Award. Personnel licensed to perform servicing of fire protection systems in the State of Alaska shall accomplish all inspections.
3. The Contractor shall notify the MOA Fire Department, University Police and Facilities Maintenance prior to inspecting and testing fire detection systems. Facilities Maintenance shall be notified if a fire system is in trouble prior to the start of testing.
4. The Contractor shall inspect and test systems in accordance with appropriate NFPA, UL, and other industry standards, as adopted by the MOA; Municipality of Anchorage Instructions for Conducting Performance Tests of Fire Alarm, Automatic Fire Sprinkler, and Halon Replacement Systems, etc.; and equipment manufacturer's recommendations. Must be familiar with EST Fireworks operation.
5. The Contractor shall return areas and systems to their condition prior to the start of inspection, testing and servicing. All equipment and material, debris, etc. shall be removed and any water leakage cleaned up and dried. Any items damaged from inspections, tests and servicing shall be restored to their original condition and accepted by the UAA Contract Administrator or designee.
6. **FINAL REPORT.** The Contractor shall submit final report of inspection in electronic format (Word, Excel or PDF file) to the contract manager or designee in a format acceptable to Anchorage Fire Department. Each building should be a separate document identified with the building name, address and UAA number. UAA will submit the report to the Anchorage Fire Department. Items 2, 3 and 4 shall be provided on a separate page for the use of UAA. The report shall include the following:
  1. Note physical damage, defects, discrepancies and conditions that could impair the effectiveness of the protection system, or cause failure of the system to operate properly.
  2. List discrepancies that are not in compliance with corresponding NFPA requirements due to building changes.
  3. List all rooms that are improperly labeled in addressable alarm systems.
  4. Provide comments and recommendations for corrective action.
  5. All discrepancies, comments and recommendations must include room numbers from the UAA floor plans. (available online).

**B. TECHNICAL SPECIFICATIONS - FIRE DETECTION SYSTEMS INSPECTION (CONT.)**

**7. DISABILITY EQUIPPED ROOMS:** MAC housing and North, East, and West Halls contain disability equipped rooms. These rooms are equipped with notification devices including bed shakers, strobe lights, and horns. The devices are connected dependent on the type of disability of the current resident. The Contractor shall test any connected notification devices.

<u>Location</u>	<u>Hearing / Strobe</u>
North / East / West (typical)	
301	C
401	C
103	C
303	C, B
219	C, B
221	C, B
319	C, B
419	C, B
120 Quad: BRs A & B only	C, B
312	C, B
412	C, B
411	C, B, BR
317	C, B, BR
MAC	
M103D	BR
M109D	BR

**KEY**

C = Common Area

B = Bath

BR = Bedroom

**8.** When available, testing options of the fire panels shall be used to prevent cycling of equipment controlled by the panel, such as fans, fire doors, lighting and dampers. When these testing features are not available, the Contractor shall disconnect panel outputs to prevent equipment damage.



**B. TECHNICAL SPECIFICATIONS - FIRE DETECTION SYSTEMS INSPECTION (CONT.)****10. UAA BUILDING DATA- FIRE DETECTION SYSTEMS INSPECTIONS**

UAA - Campus Building Fire Alarm Matrix										
Building Name	Building #	Building Designator	Fire Alarm System	Room#	Annunciator Location	Building Map Yes or No	Reporting Tie-In	Alarm Report Location	Circuit Breaker	COMMENTS
<b>MAIN CAMPUS</b>										
Alaska Airlines Center	AS157	AAC	EST-3	B00U6	ENTRANCE	Y	NETCOM	UPD/FIREWORKS		3 PANELS, 2 ANNUNCIATORS
Administration/Humanities Building	AS125	ADM	ALS-2	100L1	N/A	N	NETCOM	UPD/FIREWORKS	Pnl IE #9	
AK Native Science & Engineering Program	AS153	ANSEP	EST-3	100V2	N/A	N	NETCOM	UPD/FIREWORKS		
Auto/Diesel Technology Building	AS110	ADT	EST-3	100U2	N/A	N	NETCOM	UPD/FIREWORKS		
Allied Health Sciences Building	AS114	AHS	EST-3	100C1	100V1	Y	NETCOM	UPD/FIREWORKS		
Beatrice G McDonald Hall	AS103	BMH	EST-3	100C4	N/A	Y	NETCOM	UPD/FIREWORKS		
Bookstore	AS118	BKS	EST-3	103	ENTRANCE	Y	NETCOM	UPD/FIREWORKS		
Central Parking Garage	AS150	CPG	ALS2	200U2	VESTIBULE	Y	NETCOM	UPD/FIREWORKS	PGSL CKT 1	
Consortium Library	AS124	LIB	EST-3	100D2	MAIN ENTRANCE	N	NETCOM	UPD/FIREWORKS		1 ANNUNCIATOR, 3 PANELS (100D2, 200U2, 300U2)
Ecosystem-Biomedical Health Laboratory	AS151	EBL	ALS-3	103	VESTIBULE	N	NETCOM	UPD/FIREWORKS		
Energy Module No. 1	AS115	EM1	EST-3	100U1	N/A	Y	NETCOM	UPD/FIREWORKS		
Energy Module No. 2	AS116	EM2	EST-3	100U1	N/A	N	NETCOM	UPD/FIREWORKS		
Engineering Industry Building	AS162	EIB	EST-3	100D1	100V1, 100V2	Y	NETCOM	UPD/FIREWORKS		1 PANEL, 2 ANNUNCIATORS
Engineering Computation Building	AS121	ECB	SIMPLEX 4100ES	200D1	100L2		NET RELAY	UPD/FIREWORKS		
Engineering Parking Garage	AS163	EPG	SIMPLEX 4100ES	300U2	100L1	Y	NET RELAY	UPD/FIREWORKS		
Eugene F Short Hall	AS101	ESH	EST-3	B00S1	100V1	N	NETCOM	UPD/FIREWORKS		
Eugene F Short Hall	AS101	ESH	FIREWORKS SERVER	114D	N/A	N	NETWORK	N/A		FIREWORKS WORKSTATION
Fine Arts Building	AS127	ART	SIEMENS XLS	100V2	100V1	N	MASK	UPD/FIREWORKS		REPORTS THROUGH ESH EST-3 NETWORK
Fireside Café	AS158	FCB	EST-3	100U1	100V1	N	NETCOM	UPD/FIREWORKS		
East Parking Garage	AS155	EPG	EST RECALL PANEL	100U1	N/A	N	EST SERIAL	EST-3/FIRESIDE CAFE		
Gordon W Hartlieb Hall	AS104	GHH	ALS-3	136	HALL 100C5	Y	NETCOM	UPD/FIREWORKS		
Health Science Building	AS156	HSB	EST-3	100D1	100V2	N	NETCOM	UPD/FIREWORKS		
Integrated Science Building	AS154	ISB	EST-3	100U4	100V1	N	NETCOM	UPD/FIREWORKS		
Lucy Cuddy Hall	AS106	CUDY	EST-3	106	N/A	Y	NETCOM	UPD/FIREWORKS	PNL L #14	
Professional Studies Building	AS111	PSB	SIMPLEX 4100U	100U2	LOBBY	N	MASK	UPD/FIREWORKS		ELEC RM WITHIN FAN RM/REPORTS THROUGH ESH EST-3 NETWORK
Wendy Williamson Memorial Auditorium	AS112	WWA	" "	"	N/A		N/A	N/A		ON SAME SYSTEM AS PSB BLDG
Sally Monsenrud Hall	AS102	SMH	EST-3	100V2	N/A	Y	NETCOM	UPD/FIREWORKS	PNL TE2 RM 107 #7	
Science Building	AS122	SCI	SIEMENS XLS	100V1	N/A	Y	NET RELAY	UPD/FIREWORKS	PNL HOFLE #1 2ND FLR	
Social Sciences Building	AS123	SSB	EST-3	100V1	N/A	N	NETCOM	UPD/FIREWORKS		NON ADDR HARDWIRED
Social Sciences Building	AS123	SSB	FIKE FM 200 SYSTEM	122	N/A	N	N/A	SSB PANEL		MONITORED BY SSB PANEL
Student Union	AS119	SU	EST-3	100C1	N/A	Y	NETCOM	UPD/FIREWORKS		1RST FLOOR CM2ND, 2ND FLOOR CM2N
Rasmuson Hall	AS105	RH	SIMPLEX 4100ES	100V1	VESTIBULE	N	NET RELAY	UPD/FIREWORKS	PNL PEI #3	
Wells Fargo Sports Center	AS117	WFSC	EST-3	300D1	200V3	N	NETCOM	UPD/FIREWORKS		
<b>STUDENT HOUSING</b>										
Student Housing Unit No 1	AS128	SH1	ALS-3	100L1	N/A	Y	NETCOM	UPD/FIREWORKS		MONITORS ALL MAC BUILDINGS THRU EST SERIAL COMM.
Student Housing Unit No 2	AS129	SH2	EST-3	100U2	100S4	Y	EST LOOP	MAC 1/UPD		REPORTS TO MAC 1 THROUGH EST SERIAL COMM
Student Housing Unit No 3	AS130	SH3	EST-3	100U2	100S4	Y	EST LOOP	MAC 1/UPD		REPORTS TO MAC 1 THROUGH EST SERIAL COMM
Student Housing Unit No 4	AS131	SH4	EST-3	100U2	100S2	Y	EST LOOP	MAC 1/UPD		REPORTS TO MAC 1 THROUGH EST SERIAL COMM
Student Housing Unit No 5	AS132	SH5	EST-3	100U2	100S4	Y	EST LOOP	MAC 1/UPD		REPORTS TO MAC 1 THROUGH EST SERIAL COMM
Student Housing Unit No 6	AS133	SH6	EST-3	100U2	100S6	Y	EST LOOP	MAC 1/UPD		REPORTS TO MAC 1 THROUGH EST SERIAL COMM
Commons	AS141	CMN	EST-3	101	100V1	N	NETCOM	UPD/FIREWORKS		HAS MVM-R AND FFCA IN MAIN PANEL
North Hall	AS144	SHN	EST-3	100L1	VESTIBULE	Y	NETCOM	UPD/FIREWORKS		
West Hall	AS143	SHW	EST-3	100L1	VESTIBULE	Y	NETCOM	UPD/FIREWORKS		
East Hall	AS142	SHE	EST-3	100L1	VESTIBULE	Y	NETCOM	UPD/FIREWORKS		
Templewood Bldg "C"	AS137	TMPC	ALS3	GARAGE C-10	N/A	N	NETCOM	UPD/FIREWORKS		PANEL MONITORS SPRINKLER FIRE PUMPS IN TMP A,B,C,D,E,F
<b>OFF CAMPUS FACILITIES</b>										
University Center	AO108	UC	SIEMENS XLS	100C1	N/A	N	NET RELAY	UPD		INTERCONNECTED WITH OTHER PANEL IN SADLERS
University Lake Building	AO106	ULB	RADIONICS D2071A	U2	N/A	N	MASK	UPD		MONITORS WATERFLOW AND TAMPER
University Lake Annex	AO107	VRB	NONE	N/A			N/A			
Aviation Technology Center	AO101	AVC	SIEMENS XLS	100V7	100V1	N	NET RELAY	UPD		HAS RSAN-PRT AND 1577 GRAPHIC
Aviation Technology Center	AO101	AVC	NOTIFIER RP1001	206	N/A	N	N/A	XLS MONITOR MODULE		PREACTION/DELUGE PANEL MONITORED BY MAIN FA PANEL
Transportation Research Center	AO109	TRC	EST FIRESHIELD PLUS	100U1	N/A	N	PHONE LINE	GUARDIAN		

**END TECHNICAL SPECIFICATIONS - FIRE DETECTION SYSTEMS INSPECTION**

### C. GENERAL SPECIFICATIONS – FIRE SUPPRESSION SYSTEMS INSPECTION

**1. SCOPE OF WORK:** The University of Alaska Anchorage (UAA) is soliciting bids to establish a multi-term fire suppression system inspection service contract for UAA facilities located in Anchorage. Contractor shall furnish all necessary resources to perform full and complete fire suppression systems inspections as required, in compliance with manufacturers' specifications, federal, State and local regulations and applicable industrial standards.

Contractor shall furnish all personnel (management, supervision, and labor), equipment, supplies, materials, parts, related tools, equipment and transportation necessary to perform all operations in connection with the fire suppressions systems inspections in strict accordance with specifications. Services as specified shall be in strict compliance with the bid specifications, provisions, terms, and conditions, and applicable industrial standards.

The Contractor shall notify UAA if any equipment is found to be out of service or exhibits anomalies which may indicate operating deficiencies requiring service by UAA.

**2. UAA RESPONSIBILITIES:** UAA Facilities Maintenance shall monitor the Contractors compliance with, and performance under, the terms and conditions of the Contract.

Single-line facility floor plans will be made available at <http://fpgis.uaa.alaska.edu/fptableanc.htm>. As-built drawings of fire protection systems are available in the UAA Facilities Project Services office and Facilities Maintenance Office. UAA will not be held responsible for the accuracy of or errors in floor plans or drawings.

**3. FUTURE EQUIPMENT ADDITIONS:** Additional equipment as may come on line during the term of this contract shall be incorporated at a cost that is in accordance with existing contract pricing.

**4. INFERIOR WORK:** UAA reserves the right to reject any part of or completed work that fails to meet the contract specifications.

**5. WARRANTY INFORMATION:** The Bidder warrants that all services provided will conform to the manufacturer's official published specifications and technical specifications of this IFB. Manufacturing defects or faulty workmanship discovered during periods of coverage will require the affected unit or part to be replaced or repaired at no additional cost to UAA.

**6. UAA CONTRACT ADMINISTRATOR:** The UAA Contract Administrator for this bid award will be the Facilities Maintenance Director or designee. The Contract Administrator shall act on behalf of UAA with respect to all aspects of resulting contracts. The Contract Administrator shall have complete authority to require the Contractor to comply with all provisions of the contract. The Contract Administrator shall approve all billings prior to payment and shall approve requests for work outside the regular maintenance program.

6.1. The Contract Administrator is empowered to make changes related to temporary increases or decreases for services (such as a decrease for remodeling or an increase for a special event) with existing pricing established as a result of this bid or subsequent negotiation, this without a formal contract modification. The Contract Administrator and Contractor's Contract Manager shall determine which method of communication shall be used for these temporary changes. Communication may be verbal followed up with a written request for the increase or decrease in service. All suspensions or additions of service initiated by the Contract Administrator, or designee, shall be binding on UAA and the Contractor. Formal contract modifications will not be issued for frequent temporary changes. Formal contract modifications will be issued for prolonged building closures, suspensions of service greater than 60 days, permanent additions in service, permanent changes in frequency.

6.2. The Contract Administrator has no authority to change the terms and conditions of the contract. This may be accomplished only by written Change Order/Modification to Contract issued by the UAA Procurement Department. The UAA Director of Procurement Services, or designee, shall be Contract Administrator for any formal changes in service, frequency, or performance issues.

**7. CONTRACT MANAGER:** The Contractor shall provide a **Contract Manager** who shall be responsible for the performance of the work. The name of this person and contact phone numbers shall be designated

**C. GENERAL SPECIFICATIONS – FIRE SUPPRESSION SYSTEMS INSPECTION (CONT.)**

in writing to UAA Procurement Services prior to commencement of services. Except as otherwise specified herein the Contractor's Contract Manager will be responsible for coordinating all matters with UAA's Contract Administrator.

- 7.1. The Contract Manager shall have full authority to act for the Contractor in all matters relative to the performance of the Contract. The Contract Manager shall be the customer service manager. The Contract Administrator shall approve the work schedule of the Contract Manager. As a minimum, the Contract Manager will be required to cover a portion of the work shift, and overlap a portion of the UAA workday in order to meet with the Contract Administrator to submit, and receive reports, inspections, direction, discuss any deficiencies in performance, or other matters of concern to both parties. The Contract Manager shall meet with the Contract Administrator at the end of each shift to discuss any matters of concern to both parties.
- 7.2 By responding to this solicitation, the Contractor is certifying that the Contract Manager shall be adequately trained in the compliance of all applicable AKOSHA, EPA, and other Federal, State and Local laws and regulations regarding materials and operations that may be encountered in the performance of the contract.
- 7.3 The Contract Manager must be fluent in the English language. Fluency is defined, for these purposes, as the ability to speak, read, and writes the English language so as to be easily understood. This requirement is essential to facilitate necessary and ongoing communications between the Contract Manager and the UAA Inspectors and Contract Administrator.
- 7.4 The Contract Manager shall be responsible for ensuring that a key transfer form is completed each time keys are transferred to guarantee up-to-date key record information at all times in accordance with "Security Key Control Standards" of this solicitation. The Contract Manager is responsible for maintaining accurate key record information so the Contractor can report to UAA the employees' name and the key(s) in any employee's possession at any time.
- 7.5 During any absenteeism of the Contract Manager, planned or unplanned, the Contractor shall provide a fully qualified replacement authorized to act with the full authority of the Contract Manager.
- 7.6 The Contract Manager shall assign a sufficient number of qualified supervisors to physically inspect, monitor, and supervise Contractor employees, ensuring adherence to the service schedule.
- 7.7 The Contract Manager, or designee, shall have, maintain, and check daily an E-mail address to facilitate prompt resolution of problems.
- 7.8 The Contract Manager shall carry a cell phone, shall be on-call at all times, and must be able to report to any of the locations covered by this contract within 30 minutes.

**8. SUPERVISOR:** The Contractor shall provide NICET Level II, AK State 2A or higher supervision for this contract to ensure compliance with the performance standards and task frequencies: to physically inspect, correct deficiencies, monitor, assure quality standards and supervise Contractor employees, ensuring adherence to the services schedule. The Supervisor shall have full authority to act for the Contract Manager. The Contract Administrator shall approve the work schedule of the Supervisor.

At the end of each work shift, the supervisor shall inspect the entire work area to ensure that all work is complete, all necessary doors are locked, and lights are turned off.

- 8.1 The Contract Supervisor requires the approval of the Contract Administrator. A detailed resume shall be submitted prior to the assignment of any new or replacement personnel to this Contract for approval by the Contract Administrator.
- 8.2 The Supervisor shall be responsible for the conduct and performance of all Contract employees while on UAA property. The Supervisor is responsible for enforcing the Employee Conduct guidelines.

**C. GENERAL SPECIFICATIONS – FIRE SUPPRESSION SYSTEMS INSPECTION (CONT.)**

- 8.3 The Supervisor must be fluent in the English language. Fluency is defined for these purposes as the ability to speak, read and write the English language so as to be easily understood. This requirement is essential to facilitate necessary, ongoing communications between the Supervisor, the Inspectors and the Contract Administrator.
- 9. LABOR:** All actual maintenance work shall be performed by personnel directly employed by the Contractor. No actual work shall be subcontracted.
- 9.1. **Supervisor Qualifications:** The Contract Supervisor named by the Contractor shall be responsible for the management and scheduling of all work to be performed under this Contract. The Contract Supervisor shall possess, prior to this employment as supervisors on this Contract, at least 4 years of recent experience (within the last 10 years) in the supervision of technicians involved in the inspection and maintenance of the kinds of fire suppression systems to be inspected under this Contract. The supervisor shall possess NICET LEVEL II, AK State 2A or higher certification.
- 9.2. **Journeyman/Technician Qualifications:** All personnel directly engaged in the work to be accomplished under this Contract shall possess, prior to their employment a minimum of NICET LEVEL II Certification or state certification Level 2A, at least 4 years of recent (within the last 6 years) experience in the operation, maintenance, installation and inspection of the kinds of fire suppression systems to be inspected under this Contract.
- 9.3. **Resumes:** Prior to the commencement of work under this Contract, detailed resumes containing sufficient information to demonstrate compliance with the requirements shall be submitted to the UAA Contract Administrator for approval. Detailed resumes shall be submitted prior to the assignment of any new or replacement personnel to this Contract, for approval by the UAA Contract Administrator. Minimum requirements:
- a. A detailed description of the person's previous six years of employment history,
  - b. The name(s) and addresses of the companies for whom he/she worked for the past 6 years, along with the name(s) and telephone number(s) of his or her immediate supervisors.
  - c. Copies of current NICET Certifications and State of Alaska Certifications.
- 10. TRAINING:**
- 10.1. The Contractor shall ensure and certify by the assignment of each worker to this contract, that each employee, prior to being assigned under this contract, is adequately trained in the proper use of equipment, supplies, and chemicals used in the performance of services. Additionally, each employee shall be adequately trained in the use of hazardous materials, or materials that can be made hazardous through improper usage that may be used under this contract. The Contractor shall conduct adequate training in safe work procedures and practices. Such training shall include insuring that all employees know the location of emergency safety showers, the location of fire alarms, and be made familiar with evacuation routes in the event of an emergency. The Contractor shall ensure that he is in compliance with all other safety regulations and mandates as described in applicable state AKOSHA regulations. The Contractor agrees to hold harmless UAA for any injuries, emotional stress, deaths or loss of UAA property resulting from, or attributable to, inadequate training of its employees.
- 10.2. The Contract Administrator has the right to disallow the use of any Contractor employee the Contract Administrator deems to be inadequately trained in the proper use of equipment, or supplies, or matters of safety.
- 10.3. An adequate training program should include, but not be limited to the following:
- Introduction to UAA Policies and Procedures;
  - The provisions of this contract, (with emphasis on Contractor employee's conduct & safety);
  - Tools & equipment, (proper usage, and safe practices);
  - Chemicals, (proper usage, and hazards);

**C. GENERAL SPECIFICATIONS – FIRE SUPPRESSION SYSTEMS INSPECTION (CONT.)**

Performance Standards and Schedules;  
Proper lifting techniques;  
Proper use of safety gear, e.g., eyewear, hardhats, footwear, etc., as appropriate for the task;  
Emergency procedures;  
Lockout/tagout.

**11. WORKING HOURS AND CONDITIONS:**

- 11.1. Contractor shall provide a schedule to the contract administrator at least 2 weeks prior to testing.

Regular service for all work including regular examination and repairs in accordance with this contract shall be made during the regular business hours of UAA, 7 AM to 3:30 PM Monday through Friday.

Any work, such as audible alarm testing, that would disrupt classes or UAA operations shall be accomplished during nights after classes (after 10:00 p.m.), in the mornings before classes (prior to 7:00 am) or during school breaks. Contractor will be responsible for building security during this time. All other work performed during occupancy of various buildings shall be performed in a manner that will not disrupt ongoing functions. Contractor shall provide his proposed schedule.

The inspections shall begin at the UAA Housing Complex during the summer break, from the first week of May, continuing through the main campus in a westerly direction and be completed prior to the 2<sup>nd</sup> week of August. The off campus sites shall be inspected during the winter break, from the 3<sup>rd</sup> week of December through the 2<sup>nd</sup> week of January. Following this schedule will correspond with the current inspection program.

- 11.2. Emergency service shall be provided by the Contractor for emergency service which consists of promptly dispatching qualified employees in response to requests from UAA by telephone or otherwise, for emergency service, repair or adjustment, 7 days a week, 24 hours a day with a response time of not more than 1 hour during regular hours and not more than 2 hours during other than regular hours. Emergency repairs shall be made to restore the equipment to operating order. If repairs cannot be made immediately the journeyman shall notify Facilities Maintenance Dispatch or University Police Dispatch as to the reason.

The Contractor shall provide the Contract Administrator with emergency telephone numbers. At least 1 number shall be for assistance 24 per day, 7 days per week, including all holidays.

- 11.3. Equipment shutdowns for maintenance and access to the equipment at times other than those listed above shall be coordinated with and approved by the UAA Contract Administrator.

**12. EMPLOYEE CONDUCT:**

- 12.1. Any employee whose conduct is objectionable or who does not meet qualifications set forth in the contract may be immediately removed or barred from UAA premises. UAA may also require removal of any worker from the work areas whose continued employment on the premises is deemed contrary to the public or UAA's best interests.
- 12.2. Contractor's employees appearing to be under the influence of alcohol or drugs shall not be permitted on UAA property.
- 12.3. Contractor's employees shall not remove, use, or tamper with UAA office machines, computers, equipment and UAA employee's personal property, and shall not open desks, cabinets, or other furniture drawers, at any time.
- 12.4. No power sources to computers or other technical equipment shall be disconnected. Any such loss caused by the Contractor shall be deducted from Contractor's payment.
- 12.5. Science labs may be organized to run experiments over a period of days. Exam rooms may contain lab and test equipment. It is imperative that equipment and glassware not be disturbed.

**C. GENERAL SPECIFICATIONS – FIRE SUPPRESSION SYSTEMS INSPECTION (CONT.)**

- 12.6. Contractor's employees shall not use UAA telephones for personal calls.
- 12.7. No business solicitations from the Contractor or the Contractor's employees soliciting additional private business from building occupants shall be allowed. This also prohibits notes or advertisements posted on bulletin boards.
- 12.8. UAA is a NO-TOBACCO establishment. Use of tobacco products is prohibited on University property. The exception is in your personal vehicle in the parking lot.
- 12.9. UAA is a drug-free workplace. The Contractor's management and employees shall not use controlled substances not prescribed for them or illegal substances.
- 12.10. The Contractor shall ensure that none of its employees scavenge any item from UAA. This shall include, but not be limited to items to be placed in, or already in trash containers, or dumpsters. The Contractor shall include this as a point of new employee orientation and or training
- 12.11. The Contractor's employees shall not be accompanied in their work areas or on the premises by acquaintances, family members, or any other person unless said person is an authorized Contractor employee performing work under the contract.

**13. UNIFORMS AND ID BADGES:** Contractors employees shall be easily recognized while on UAA premises by a distinctive uniform and/or by an identification badge containing the company name and employee name. Identification shall be worn at chest level on the outermost garment of the employee and must be displayed at all times when performing work under this Contract.

- 13.1. The company ID badge shall display the Contractor's name, the employee's first and last name of the employee and shall be worn at chest level on the outermost garment of the employee and must be displayed at all times when performing work under the contract.
- 13.2. Any contract employee not wearing an identification badge or company uniform may be immediately removed from campus and liquidated damages of \$250.00 for each such occurrence shall be deducted from payment otherwise due the Contractor
- 13.3. Use of the UAA name or logos is not permitted. Proposed attire may be subject to the approval of the Contract Administrator and, in any case, UAA reserves the right to request the removal of any Contractor's employee it deems to be inappropriately attired.
- 13.4. The Contractor's employees must have in their possession at all times while working on campus, a photo ID card, such a State of Alaska Driver's License, that is acceptable to UAA. The Contractor's employees shall display their photo IDs immediately when requested by any UAA employee. At any time while on duty, the service worker may be required to surrender the identification badge to UAA Police. Failure of a Contractor's employee to show an acceptable photo ID upon demand will be grounds for the Contractor's employee to be removed from UAA premises. The Contractor will be responsible for any and all costs associated with removal of a Contractor's employee for any reason.
- 13.5. The Contractor shall ensure all of its employees are clean, neat, and appropriately attired, wearing safe, suitable shoes and garments at all times during the performance of the services.

**14. THEFT REIMBURSEMENT:** Contractor is responsible for selecting and supervising its employees sufficiently to prevent any theft from UAA premises by Contractor's employees. Contractor shall reimburse UAA for all losses and associated expenses arising because of theft of property at UAA under any one or more of the following circumstances:

- 14.1. UAA establishes by a preponderance of the evidence that an employee of the Contractor took property without permission; or,
- 14.2. UAA establishes by a preponderance of the evidence that:
  - a. Property was taken by someone without permission, and

**C. GENERAL SPECIFICATIONS – FIRE SUPPRESSION SYSTEMS INSPECTION (CONT.)**

- b. An employee of the Contractor has taken or assisted in taking property of UAA without permission under circumstances that are sufficiently similar to cast reasonable suspicion on that employee as to taking the property referenced in subparagraph a. above, and,
  - c. The Contractor does not establish by a preponderance of the evidence that that employee did not take or assist in the taking of the property.
- 14.3. UAA proves by a preponderance of the evidence that some employee of the Contractor took property of UAA without permission, even though UAA cannot identify which employee was involved.

**15. CONTRACTOR'S ACCESS:** Access routes, entrance gates or doors, parking and storage areas, etc. and any imposed time limitations on the Contractor shall be designated by the Contract Administrator. The Contractor shall conduct its operations in strict observation of the access routes and other areas established as described above. The Contractor shall ensure that under no circumstances shall any employees of the Contractor enter any area not authorized by the Contract Administrator. UAA shall give Contractor's personnel reasonable access to the areas where the services shall be performed to the extent necessary for the performance of the services subject, however, to UAA's security and safety rules and regulations. UAA shall arrange for access to buildings, including the provision of keys or access cards to the Contractor as necessary to perform the services.

**16. KEY CONTROL:** Contractor is responsible for of all UAA provided keys, key cards, other entry devices and codes.

- 16.1. The Contractor's Supervisor must complete and sign a "Request for Key Transfer" form to obtain required keys. UAA shall provide "Key Transfer Forms" to Contractor. Anytime a key holder is hired or terminated keys must be returned and a "Request for Key Transfer" form must be completed and signed.
- 16.2. UAA keys shall remain in the Contractor's Supervisor's possession and may be removed from UAA premises during non-working hours. UAA keys will be returned upon request by UAA for any reason. UAA keys, issued to Contractor's employees shall not leave UAA premises.
- 16.3. The Contractor shall not duplicate, and shall prevent duplication of key devices issued by UAA.
- 16.4. Journeyman and other Contractor employees must request keys for areas to be worked in when logging in at the Facilities Maintenance office and return the keys when logging out. UAA keys issued to Contractor employees, other than the Contractor's Supervisor, shall not leave UAA premises.
- 16.5. If a building or area requires re-keying due to lost keys by the Contractor, or one of its employees, the Contractor is responsible for paying UAA for all re-keying costs.
- 16.6. All keys will be returned to UAA when contract period is terminated or requested.
- 16.7. The Contractor shall ensure that all keys issued to the Contractor by UAA are not lost, or misplaced, and are not used by unauthorized persons. The Contractor shall immediately report any lost, missing or stolen keys devices to the UAA Contract Administrator and to the University Police. Failure to do so may result in a \$500.00 assessment against the Contractor.

**17. LOG-IN / LOG-OUT:** All Contractor employees performing any work provided for under this Contract shall be required to report to the Facilities Maintenance Office, Gordon Hartlieb Building East (GHBE), Room 130 from 7:00 a.m. to 4:30 p.m., and after hours to University Police, Eugene Short Building (ESB), Room 114, for signing a "log-in/log-out" book. The Contractor will be required to use this book each and every time they or any of their employees perform any type of work on site.

**18. SECURITY:** Contractor shall be responsible for the security of UAA property in each service area.

**C. GENERAL SPECIFICATIONS – FIRE SUPPRESSION SYSTEMS INSPECTION (CONT.)**

- 18.1. The Contractor shall take all measures necessary to ensure its employees comply with all applicable Federal, State and local rules, laws and regulations, and the security rules and regulations of UAA, including, but not limited to the following security standards at all times.
- 18.2. **Background Check:** The Contractor is hereby notified, and shall notify all prospective employees to be used under this contract, that, as a condition of employment, UAA may conduct a background check of criminal records, naturalization status, and other inquiries UAA deems reasonable. The background check may be implemented for what UAA deems to be sensitive areas. The purpose of this check is to ensure that the students, faculty, staff, and property of UAA are not placed at unreasonable risk. UAA retains the right to require the transfer or removal of an employee under this contract if, in the opinion of UAA, the employee poses an unacceptable risk to UAA, its students, faculty, staff, or property. Failure by the Contractor to exercise reasonable precautions in enforcement of security issues may be cause for termination of the contract.
- 18.3. The Contract Manager shall immediately notify the Contract Administrator in writing of any termination or transfer, and shall immediately obtain and void all identification badges, and collect any uniforms issued. In the event that an identification badge, or uniform is not retrieved, the Contractor shall immediately notify the Contract Administrator who shall notify the University Police Department.
- 18.4. All doors normally closed and locked shall be closed and locked at all times, except when access is required. It is an unacceptable practice, and a breach of security to have all doors on a floor open at the same time. No rooms shall be left unattended with doors open and unlocked. When access is no longer required, the room must be closed and locked. At the UAA Contract Administrator's discretion, failure to comply with this requirement may result in a \$250.00 assessment against the Contractor.
- 18.5. All exterior doors and windows will remain locked until 6:30 a.m. Unless notified to the contrary, all exterior and fire doors will be unlocked at 6:30 a.m. on weekdays only.
- 18.6. Security and alarm systems are located in many buildings on campus. An orientation to alarms will be conducted by the UAA Contract Administrator before contract work begins. If alarms are accidentally sounded by Contractor employees or activity, and Fire Department, Police, or UAA personnel respond by arriving to UAA locations, Contractor is responsible for any costs incurred as a result of the false alarm.
- 18.7. To the extent allowed by the law, UAA reserves the right to investigate and pursue any apparent breach of security or other misconduct. Such investigation may include questioning and/or finger printing as deemed necessary.
- 18.8. There must be a minimum of 2 employees for any work in student's rooms of student housing.
- 18.9. There may be occasions where Contractor is responsible for keeping interior doors locked or unlocked based on utilization and demand. These will be by written requests from the Contract Administrator to the contract manager on a case per case basis.
- 18.10. The Contractor shall take all measures necessary to ensure its employees comply with all applicable Federal, State and local rules, laws and regulations, and the security rules and regulations of UAA.
- 19. SAFETY:** The Contractor shall have an active and effective safety program and demonstrate that it has a history of safe work practices, that regular safety education is given to its employees, and that all federal safety mandates are complied with and properly documented.
- 19.1 **Safe Work History:** The Contractor must have an established record of safety. For companies with 10 or more employees, the Contractor must document ratings for Lost Time Incident Rate and Lost Time Severity Rate (AKOSHA Form 300A Summary) for calendar years 2010, 2011 and succeeding years for contract renewals.



**C. GENERAL SPECIFICATIONS – FIRE SUPPRESSION SYSTEMS INSPECTION (CONT.)**

- 19.2 The Contractor will be familiar with and operate within guidelines set forth by the Occupational Safety and Health Act and all Municipality or State regulations, which affect fire suppression system inspections. The Contractor will ensure that all employees assigned to UAA are knowledgeable of the current guidelines/regulations affecting fire suppression system inspections. These guidelines/regulations include but are not necessarily limited to Hazard Communication Program and Blood borne Pathogen Regulations.
- 19.3. **Federal Requirements:** Contractor must be in compliance with AKOSHA training and hazard communication requirements, i.e., company policy, training brochures, training programs overviews, minutes of training program/meetings, professional/trade or union safety training certifications.
- 19.4. **Written Safety Program:** The Contractor will have a written safety program or employee handbook which contains the safety policies governing: general safety rules, hazard communication, personal protective equipment, fall protection, lockout/tagout and a range of potentially hazardous job site conditions. The Contractor will have trained its employees on this policy or handbook.
- The Contractor will have an ongoing safety training program to continuously educate employees on safety issues and to fulfill the federal training requirements. Contractor may be periodically required to provide proof of an ongoing and viable safety program.
- 19.5 In accordance with A.S. 18.60, the Contractor shall acquire, file and maintain up-to-date records pertaining to Material Safety Data Sheets for substances and products used by the Contractor on UAA premises. The Contractor shall assume full responsibility for conformance with the law in regard to Contractor's employees. The Contract Administrator or designee may request copies of any and all Material Safety Data Sheets for substances used on UAA premises. These MSD Sheets must be made available within 4 hours of request.
- 19.6 For all operations requiring the placement and movement of the Contractor's equipment, the Contractor shall observe and exercise, and compel his employees to observe and exercise, all necessary caution and discretion, so as to avoid injury to persons or damage to property.
- 19.7 All ladders or other devices used to reach the surface of objects not otherwise accessible for the required operations shall be of sound construction, be firm and stable, and shall be maintained in good condition in accordance with applicable AKOSHA standards and regulations. All such equipment shall be moved onto the areas where they are required, placed, shifted where necessary, and removed from the areas in such manner as to provide maximum safety to person and property in and around areas of cleaning operations. Any Contractor owned equipment left on UAA property must be stored in a manner consistent with general AKOSHA Safety Standards.
- 19.8 Care shall be exercised so vehicles or equipment do not damage UAA lawns or grounds. Any damage caused by the Contractor shall be repaired by the UAA Grounds Department at the sole expense of the Contractor.
- 19.9 For failures to comply with AKOSHA safety requirements and resulting in damages, a \$250.00 assessment, per occurrence, may be assessed against the Contractor.
- 19.10 Any damage to building structures, contents, or personal property caused by Contractor's employees shall be corrected, repaired, or replaced by Contractor at no cost to UAA. At its discretion, UAA reserves the right to correct damage and deficiencies caused by the Contractor. The Contractor may be charged for cost associated with correcting damage or deficiencies.

**20. EMERGENCIES:** In the event that the Contractor encounters an emergency situation or potential fire hazard he shall take immediate prudent and reasonable action as necessary to safeguard UAA's property and personnel, and the Contractor's employees. Such action shall include, but not be limited to calling the

**C. GENERAL SPECIFICATIONS – FIRE SUPPRESSION SYSTEMS INSPECTION (CONT.)**

University Police Department at 911, and notification to the UAA Contract Administrator, or designee, as soon as possible. If unable to contact the University Police, the Anchorage Police Department or Anchorage Fire Department shall be contacted at 911 and then notify the Contract Administrator as soon as possible.

**21. UAA PROPERTY/EQUIPMENT:** Any damage to building structures, contents, or personal property caused by Contractor's employees or Contractor's cleaning methods shall be corrected, repaired, or replaced by Contractor at no cost to UAA. At its discretion, UAA reserves the right to correct damage and deficiencies caused by the Contractor. Any costs incurred by UAA associated with correcting damages or deficiencies shall be charged to the Contractor or deducted from payment to the Contractor.

Care shall be exercised so vehicles or equipment do not damage UAA lawns or grounds. Any damage caused by the Contractor shall be repaired by the UAA Grounds Department at the sole expense of the Contractor

**22. REVIEW OF RECORDS:** The Contractor shall make available to the Contract Administrator as requested, all payroll records, training records, invoices for materials, books of accounts and other relevant records pertinent to this contract for the purpose of inspections and audit. The Contractor shall retain the records for a period of 6 years after the performance of the services to which the records relate.

**23. INSPECTION PROGRAM REQUIREMENTS:** The Contractor shall have an established fire suppression inspection system program that includes pre-established and documented procedures and pre-established schedules on which to base the frequency of the performance of these maintenance procedures.

**24. CLEANING:** The Contractor shall keep the work premises free from debris and accumulation of waste at all times, remove construction and other smears and stains from the finished work surfaces by the end of each day of work and remove surplus materials, tools and equipment that may present a hazard at the end of each day.

Cleaning compounds and materials shall be supplied by the Contractor. Cleaning agents employed shall be neither flammable nor noxious and shall be used in strict accordance with the manufacturer's recommendations and if stored on UAA premises shall be stored in code complying metal containers provided by the Contractor, and approved by the UAA Contract Administrator.

**25. CHEMICALS AND HAZARDOUS MATERIALS:**

25.1. It is the Contractor's responsibility to furnish, provide delivery for, and maintain an adequate supply of, all materials, chemicals and appurtenances necessary to perform services in accordance with contract specifications. Prior to commencement of services, the Contractor shall provide a list of all chemicals proposed for use in the performance of contract services. The list shall include, as a minimum, the Manufacturer, Brand Name or Model Number, and Material Safety Data Sheet of every product proposed for usage.

**25.2. Approval:**

- a. All chemicals are subject to the approval of the Contract Administrator. UAA reserves the right to determine the appropriateness of all chemicals proposed for usage by the Contractor in the performance of contract services. All decisions made by the Contract Administrator regarding the allowance or prohibition of certain chemicals are final.
- b. The decision to allow the usage of a new product is made solely at the discretion of the Contract Administrator, and approval of a new product by one campus shall not be construed by the Contractor as approval by the another campus.
- c. Should the Contractor desire, at any time during the contract period, to use a new chemical or product in the performance of services, the Contract Manager shall submit a written request to the Contract Administrator listing the Manufacturer, Brand Name, and intended usage of the product. When requested, an MSDS and chemical specifications must also be provided. UAA reserves the right to request a sample of the proposed product for testing purposes, at no cost

**C. GENERAL SPECIFICATIONS – FIRE SUPPRESSION SYSTEMS INSPECTION (CONT.)**

to UAA.

- 25.3. The Contractor shall warrant that chemicals used will not endanger the health and safety of persons coming in contact with the materials and will not damage personal or real property when used in the manner described in the application instructions. The Contractor shall warrant that chemicals used shall have no deleterious effects on the metallic and non-metallic components of the systems.
- 25.4. **Containers:**
- a. The Contractor shall purchase and issue all chemicals in their original containers. Chemical containers must meet Department of Transportation shipping requirements. No bulk chemicals may be stored or mixed on UAA property. Written requests for exceptions may be approved by the Contract Administrator, when sufficiently justified, to allow the Contractor to purchase bulk quantities for economic purposes, or for other good reason. Storage of chemicals shall be coordinated with the Contract Administrator.
  - b. All chemical containers shall bear the Manufacturer's original label. Containers and labels may not be altered in any way to remove or obscure the name and address of the Manufacturer, instructions for use, any pertinent warnings and safety instructions, and/or the Manufacturer's quality control batch numbers.
  - c. All containers containing delicate or fragile items shall be marked to clearly identify this condition. These markings shall be placed on not less than one side or end of the container. The Contractor shall provide a Material Safety Data Sheet, when applicable, to the Contract Administrator for all such materials.
  - d. All containers shall be clearly labeled to identify its contents, proper use and application and any other safety concerns, including immediate first aid for exposure and digestion. Complete descriptive literature, including Material Safety Data Sheets for each chemical used shall be supplied at the time of each delivery. When approved, all secondary or repackaged chemicals must be clearly labeled in accordance with acceptable AKOSHA Hazard Communications standards.
  - e. Chemicals requiring precautionary warnings shall have affixed to all containers such labels or markings as are prescribed and approved by law, regulatory agency, and/or this contract. The marking or labeling of chemicals containing hazardous or toxic materials, substances, or wastes shall be in accordance with all Federal, State and Local laws, Ordinances, rules and regulations.
- 25.5. All waste materials that are generated from Contractor activities must be properly disposed of in accordance with all Federal, State and local regulations. Any and all regulated wastes generated by the Contractor will be reported to EPA under the Contractor's own EPA identifier number in accordance with EPA's co-generation rule. All spills or accidental releases of regulated or listed hazardous materials must be reported to the Contract Administrator and University Police immediately. The Contractor is then responsible for all necessary or required remedial and disposal efforts. The Contract Administrator reserves the option to call in an independent remedial Contractor if deemed necessary. All cost associated with remedial efforts as a result of Contractor operations will be the responsibility of the Contractor and may be charged against Contractor invoices.
- 25.6. The Contractor is responsible for ensuring that its employees use chemicals in accordance with the Manufacturers' instructions. All chemicals shall be used in full compliance with any and all Federal, State and Municipal laws regulating their use and storage.
- 25.7. The Contractor shall maintain a file of the MSDS, as required by the AKOSHA, for each chemical used in the performance of contract services. When requested by the Contract Administrator, the Contract Manager shall provide an MSDS for any or all chemicals used in the performance of the contract.

**C. GENERAL SPECIFICATIONS – FIRE SUPPRESSION SYSTEMS INSPECTION (CONT.)**

- 25.8 Failure to comply with hazard communication standard and EPA requirements to waste disposal requirements and resulting in damages, may result in a \$250.00 assessment, per occurrence, against the Contractor.

**26. ENERGY CONSERVATION:** The Contractor shall be responsible for instructing employees in utility conservation practices. The Contractor shall operate in such a way as to preclude the waste of utilities, which shall include but not be limited to the following:

- 26.1. Lights shall be used only in areas where and at the time that work is actually being performed. Lights shall be turned off at the completion of work in the machine rooms and pit areas. Burned-out or malfunctioning light fixtures shall be brought to the attention of the Contract Administrator.
- 26.2. Mechanical equipment, controls for heating, ventilation and air conditioning systems shall not be adjusted by the Contractors employees.
- 26.3. Exterior doors and windows shall not be propped open.
- 26.4. Replacement of motors and starters should be accomplished to provide energy efficient operations.
- 26.5. Water faucets and valves shall be turned off after the required usage has been accomplished. Leaking faucets shall be brought to the attention of the UAA Contract Administrator.
- 26.6. If any utility conservation measures are breached, UAA may deduct \$250.00 per occurrence. Occurrence is defined as each incident in one shift, i.e., lights left on in 5 rooms, 5 penalties of \$250.00 each shall be assessed.

**27. CODE VIOLATIONS:** Violations issued by government agencies shall be corrected immediately by the Contractor. Any and all costs associated with code violations will be the responsibility of the Contractor. The Contractor will be informed immediately of any Contractor regulatory infractions discovered by the UAA Contract Administrator. Failure to correct regulatory infractions will be deemed a contract deficiency and subject to \$250 deductions per incident without application of the repeat deficiency rule.

**28. UPDATING DRAWINGS:** Wiring diagrams, drawings and manufacturer's performance specifications shall be up to date and maintained by the Contractor. Copies shall be provided to Facilities Maintenance and will become the property of UAA upon completion of this contract.

**29. INSPECTION BY UAA:** UAA with cooperation from the Contractor will conduct inspections of the equipment as it deems necessary to determine strict compliance with the performance standards of the contract. Upon written notice to the Contractor of UAA's findings, all items shall be remedied within 30 days or a negotiated time frame at no cost to UAA. Failure of the Contractor to respond promptly to the written request of UAA shall be considered a breach of contract. Non-inspection by UAA does not relieve the Contractor from its compliance obligation.

**30. NON-PERFORMANCE OF SERVICES:**

- 30.1. UAA Contract Inspectors have the authority and responsibility to determine whether services are being performed in accordance with the contract. Failure to comply with the directions of the Contract Inspector and/or the Contract Administrator in resolving non-performance may lead to suspended or reduced payments, breach of contract, and/or termination of the contract for default.
- 30.2. Services shall be considered not to have been performed properly when, in the sole judgment of the Contract Administrator, or designee, that the services in an area were not performed in strict accordance with the Performance Standards contained herein, with the required frequency, or an area is otherwise considered not to be clean as defined by the requirements of the contract.

**31. CORRECTION OF NON-PERFORMANCE OF SERVICES:** The Contractor shall, at his own expense, remedy and correct any deficiencies in his work. Each instance of non-performance shall be noted in writing and made a part of the contract file. There will be no monetary assessments during the first two (2) weeks of service at the start of the contract for a new Contractor.

**C. GENERAL SPECIFICATIONS – FIRE SUPPRESSION SYSTEMS INSPECTION (CONT.)**

- 31.1 The Contractor will be made aware of all deficiencies. When the Contractor has been made aware of a deficiency by the Contract Administrator or Contract Inspector, the Contract Manager shall, within two (2) hours, re-deploy the Supervisor, and/or Service Workers as necessary, to remedy deficiency to the satisfaction of the Contract Inspector, or present a plan of action for correcting the deficiency. Unless otherwise approved by the Contract Administrator, all deficiencies must be corrected within two hours. The cost of all labor, supplies, equipment and support necessary to correct such deficiencies are the sole responsibility of the Contractor. Upon completion of the corrective efforts, but before dismissing the crew, the Contract Manager shall contact the Contract Inspector to request a re-inspection.

In the event quality control measures fail to produce acceptable work and deficiency corrections are still unacceptable to UAA after two (2) hours (after notice), an assessment in the amount of \$250 per day for each such occurrence may be deducted from payment otherwise due the Contractor. In addition, any and all costs incurred by UAA to remediate the situation will be deducted from the Contractor payment. If the Contractor is unable to correct deficiencies because of any Contractor's operational conflicts, the Contractor will still be assessed \$250 per occurrence plus any additional costs of remediation.

- 31.2. Repeat deficiencies: In the event that multiple callback requests in a 30-day period are necessitated to correct deficiencies, the Contract Administrator shall request a written plan to cure unsatisfactory performance. The plan shall identify methods of improving level of service to ensure callbacks are eliminated. Continued performance deficiencies may result in termination of the contract.
- 31.3 Assessments shall offset the expenses incurred by UAA for direct and indirect costs associated with the additional burden of compelling compliance. This assessment is separate and distinct from any other payments that may be withheld, or prorated that might otherwise be due the Contractor. UAA's decision to impose any assessment is final.

**32. LIQUIDATED DAMAGES:** If the Contractor fails to open for business on a normal working day, without 24-hour prior notice and approval of the Contract Administrator, or designee, the Contractor, as part of the consideration for award of the contract, not as a penalty, but as a liquidated damage for such breach of contract, agrees to pay UAA \$250.00 per day for each and every calendar day that the Contractor shall be in default.

**33. SUMMARY OF LIQUIDATED DAMAGES: Deficiencies of any nature, independent of location, that are repeated (more than three occurrences in 365 consecutive days) will incur a deduction of \$250 per occurrence from the monthly invoice at the discretion of the Contract Administrator.**

- 33.1. Paragraph 3, Working Hours & Conditions, 3.3: **Failure to provide advance notice of scheduled work.**
- 33.2. Paragraph 5, Uniforms and ID, 5.3: **Not wearing an identification badge or company uniform.**
- 33.3. Paragraph 7, Key Control, 7.6: **Failure to report any lost, missing or stolen keys devices.**
- 33.4. Paragraph 8, Security, 8.5: **Failure to comply with security requirements.**
- 33.5. Paragraph 12, Safety, 12.8: **Failure to comply with AKOSHA safety requirements.**
- 33.6. Paragraph 13, Chemicals and Hazardous Materials, 13.8: **Failure to comply with hazard communication standard and EPA requirements to waste disposal requirements.**
- 33.7. Paragraph 15, Energy Conservation, 15.6: **Breach of utility conservation measures.**
- 33.8. Paragraph 16, Code Violation: **Failure to correct regulatory infractions.**
- 33.9. Paragraph 20. Correction of Non-Performance of Service, 20.1: **Failure to correct performance deficiencies**

**END GENERAL SPECIFICATIONS – FIRE SUPPRESSION SYSTEMS INSPECTION**

**D. TECHNICAL SPECIFICATIONS - FIRE SUPPRESSION SYSTEMS INSPECTION**

1. Contractor shall furnish all labor, material, services and equipment necessary to inspect, test, service and certify fire suppression systems at UAA facilities listed in the attached table, in accordance with NFPA 25. Specific buildings may be excluded in a test period by the Contract Administrator. Contractor will not be responsible for taking corrective action for fire protection system deficiencies, or for designing alterations to systems.
2. For each year, or performance period, the Contractor shall provide copies of State Fire Marshall Fire System Permits, Municipality of Anchorage Certificates of Competency, National Institute for Certification in Engineering Technologies (NICET) certifications, etc. for all persons who will be inspecting, testing, or servicing systems under this contract within five working days of issuance of the Notice-of-Intent-to-Award. Personnel licensed to perform servicing of fire protection systems in the State of Alaska shall accomplish all inspections.
3. Notify the MOA Fire Department, University Police Department and Facilities Maintenance prior to inspecting and testing fire suppression systems. Facilities Maintenance shall be notified if a fire system is in trouble prior to the start of testing. Contractor must be familiar with EST Fireworks operation.
4. Inspect and test existing approved systems annually in accordance with NFPA 25 to insure system will operate as intended. Inspection should include the building, pipe hangars, pipes, hoses, fittings, gauges, FDC, control valves, alarm devices, hydraulic nameplate and spare sprinklers. Provide annual test of the main drain and tamper switches, and semiannual testing of flow switches. Provide semiannual testing of kitchen hood systems in accordance with NFPA 11. Backflows are tested by UAA and are not included in this contract.
5. **Extinguishing Agent Systems.** Weigh or check pressure of expellant gas and extinguishing agent containers, as applicable. Check seals, tamper indicators, detection systems, manual actuators, releasing devices, piping, hose assemblies, nozzles, alarms and all auxiliary equipment, etc. Examine dry chemical agents for evidence of caking. Record weight and pressure on maintenance tag attached to containers.
6. Return areas and systems to their condition prior to the start of inspection, testing and servicing. All equipment and material, debris, etc. shall be removed and any water leakage cleaned up and dried. Any items damaged from inspections, tests and servicing shall be restored to their original condition and accepted by the UAA Contract Administrator or designee.
7. **Final Report.** Submit final report of inspection in electronic format (Word, Excel or PDF file) to the contract manager or designee in a format acceptable to Anchorage Fire Department. Each building should be a separate document identified with the building name, address and UAA number. UAA will submit the report to the Anchorage Fire Department. Items 2, 3 and 4 (below) shall be provided on a separate page for the use of UAA. The report shall include the following:
  1. Note physical damage, defects, discrepancies and conditions that could impair the effectiveness of the protection system, or cause failure of the system to operate properly.
  2. List discrepancies that are not in compliance with corresponding NFPA requirements due to building changes.
  3. List all rooms that are improperly labeled in addressable alarm systems.
  4. Provide comments and recommendations for corrective action.
  5. All discrepancies, comments and recommendations must include room numbers from the UAA floor plans (available online).
8. **Recalled Sprinkler Heads:** The Contractors shall inspect each building for any sprinkler heads that are on recall from the Central Sprinkler Company. Building and locations of suspected recalled sprinkler heads shall be reported to UAA.

**END TECHNICAL SPECIFICATIONS - FIRE SUPPRESSION SYSTEMS INSPECTION**

## E. INSTRUCTIONS 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, price schedule and supplemental materials, if any, shall be submitted through the BONFIRE portal, in accordance with Section L. BONFIRE Submission Instructions for Suppliers on page 62 of this document.

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

**University of Alaska Anchorage  
Procurement Services,  
University Lake Building, Room 106,  
3890 University Lake Drive,  
Anchorage, Alaska 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 must be submitted in duplicate especially when an "equal" item is 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.

### 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. Bidders 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.

**E. INSTRUCTIONS TO BIDDERS (CONT.)****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.
- 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 of 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



### E. INSTRUCTIONS TO BIDDERS (CONT.)

proprietor is a resident of the state, is a limited liability company organized under AS 10.50 and all members are residents of the state, or is a partnership under former AS 32.05, AS 32.06 or AS 32.11 and all partners are residents of the state; and (5) if a joint venture, is composed entirely of ventures that qualify under (1) - (4) above.

**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 is, at the time the bid is opened, on the current list of qualified employment programs maintained by the State of Alaska, Department of Education, Division of Vocational Rehabilitation.

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

b. The bidder 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.

**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.

**E. INSTRUCTIONS TO BIDDERS (CONT.)**

- 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.

- 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 bidder 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.

**E. INSTRUCTIONS TO BIDDERS (CONT.)**

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 bids 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 bids will be allowed when the bidder clearly demonstrates that the errors are inadvertent and non-judgmental. In such instances, the bond or other security, in any, will be returned.

b. Bids 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.

**END INSTRUCTIONS TO BIDDERS**

## F. 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.

**1. DEFINITIONS:** For the purposes of this solicitation, the terms Bidder and Contractor refer to the same entity. Generally, the term Bidder will be used to refer to a vendor who submits a bid and the term Contractor will be used to refer to the successful Bidder to whom award is made.

**2. PRE-BID SITE INSPECTION:** A site inspection for all services will be conducted for the benefit of potential bidders. The tour will be led by a UAA representative and may last several hours, beginning at 10:00 AM, Tuesday, March 20, 2018 at UAA Procurement Services, University Lake Building, Room 104, 3890 University Lake Drive, Anchorage, AK. There will be only one opportunity to attend the site inspection.

The purpose of the site inspection is to familiarize interested bidders as to the nature and location of the work, character of the facilities, and other conditions that could affect the work, prior to performance of any work. Questions shall be reserved for the pre-bid conference.

Prospective bidders are asked to review the Bid document thoroughly prior to the site inspection. The UAA representative will be available to answer general questions about the facilities, usage, etc., but has no authority to amend, modify, enhance or diminish the requirements of the contract documents. No responses from UAA's representative may be construed, or relied upon to alter the solicitation document in any way. No alteration, or change to the specifications of this bid shall result from the site inspections unless issued in written amendment by the responsible procurement officer. Questions of a material nature that arise from the site inspection may be presented at the pre-bid conference scheduled to follow the site visit.

Campus maps will be provided at the site inspection. UAA maps may be viewed at <http://www.uaa.alaska.edu/map>.

**3. PRE-BID CONFERENCE:** On Tuesday, March 20, 2018, following the onsite inspection, the tour group will return to the University Lake Building, Room 104, 3890 University Lake Drive, for the Pre-Bid Conference, to discuss the requirements, the terms and conditions of this solicitation, and to provide clarification of items to potential Bidders. There will be only one Pre-Bid Conference.

Prospective bidders are asked to review the bid document thoroughly prior to the conference. Send questions and comments a least one day in advance of the meeting. Such questions or comments may be mailed to the bid address, emailed to [crdavis4@alaska.edu](mailto:crdavis4@alaska.edu), or faxed to 907-786-6519, to the attention of Carson Davis.

No statements of any representative of UAA shall be relied upon as changing the language or intent of the bid. No change to any terms, conditions or specifications of this solicitation shall be issued at the pre-bid conference. Any changes to the solicitation shall be issued by written amendment by the responsible procurement officer.

**4. BASIS OF AWARD:** The contracts or contract for these services will be awarded by lot as determined in the best interest of UAA, in accordance with the Alaska State Procurement Code AS.36.30.

**Lot 1:** A multi-term fire detection system inspection service contract

**Lot 2:** A multi-term fire suppression system inspection service contract

**Lot 3:** A multi-term fire detection system inspection and fire suppression system inspection service contract

**5. LETTER OF INTENT TO BOND:** Bidders shall submit with their bid response, a non-binding letter from a surety listed in the US Department of Treasury, Listing of Approved Sureties, Department Circular 570, effective July 1, 2017, authorized to do business in the State of Alaska, expressing good faith intent to

## F. ADDITIONAL INSTRUCTIONS TO BIDDERS (CONT.)

provide performance bonding to the bidder in the event of award of a contract under this solicitation.

**Note:** Failure to submit this letter of intent to bond will cause a bid to be declared non-responsive.

**6. DETERMINATION OF BIDDER RESPONSIBILITY:** UAA will make a determination of responsibility of the bidder prior to making an award of this contract, as required in AS36.30. Proper inspections are critical to UAA's operation, and the life and safety of its students, faculty, staff and the visiting public. Therefore, the highest standards of bidder responsibility shall be applied. In addition to the requirements set out in section F, Instructions to Bidders, of this document, standards of responsibility shall include, but not be limited to the following:

- 6.1. 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.
- 6.2. In order to be considered for award, a bidder must be and have been regularly engaged in the fire protection business, successfully completing contracts similar in scope, size and complexity to the requirements contained herein within the past 5 years, has employees trained in inspection, testing, servicing and certification of fire protection systems; and accepted as a qualified inspector/tester by the Municipality of Anchorage (MOA) Fire Department. Contractor must meet all current MOA requirements for inspection, testing, servicing and certification of fire protection systems.
- 6.3. The bidder shall provide a minimum of three (3) client references on the Price Schedule who are willing and able to attest to the service, expertise and overall performance of the contractor. Additional references and/or current and previous contract listings may also be provided.
- 6.4. UAA reserves the right to reject any bid if the evidence submitted by, or investigation of, a bidder fails to satisfy UAA that the bidder is properly qualified to carry out the obligation of the contract. Determination of responsibility is the unilateral right of UAA.

**7. BID CANCELLATION:** UAA reserves the right to cancel this solicitation after opening due to lack of funding or if it is in the best interest of UAA.

**8. 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 UAA at the pre-bid conference, or in writing at least five (5) days prior to the bid opening date.

**9. QUESTIONS:** Questions regarding this solicitation should be addressed in writing to Carson Davis, UAA Procurement Services, [crdavis4@alaska.edu](mailto:crdavis4@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, e-mailed to [crdavis4@alaska.edu](mailto:crdavis4@alaska.edu) or faxed to 907-786-6519. Questions shall be 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.**

**10. BID COPIES:** This IFB is available electronically at the State of Alaska Online Public Notice website, <https://aws.state.ak.us/OnlinePublicNotices/default.aspx>. Copies are available at: UAA Procurement Services, University Lake Building, Room 106, 3890 University Lake Drive, Anchorage, Alaska 99508.

**11. APPLICATION OF PREFERENCE:** 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.

**F. ADDITIONAL INSTRUCTIONS TO BIDDERS (CONT.)**

**12. PRICING ERRORS:** In case of error in the extension of prices in the bid response, the unit prices will govern. Written unit price shall govern over a numeric unit price when both are present or called for by the price schedule.

**13. SCHEDULE OF POST “NOTICE OF INTENT TO AWARD” SUBMITTALS:** The successful bidder is required to submit the following information to UAA after issuance of Notice of Intent to Award:

13.1. Required five (5) days after “Notice of Intent to Award”: Certificate(s) of Insurance.

13.2. Required fifteen (15) days after “Notice of Intent to Award”: Performance Bond.

**14. BID SUBMITTAL INSTRUCTIONS:** Sealed bids including all applicable items indicated in the BIDDER’S CHECKLIST are required to be submitted electronically through the BONFIRE portal by the time and date indicated on the bid cover page. Reference Section L. BONFIRE Submission Instructions for Suppliers on page 62 of this document.

All information, except prices, contained in a bid will be held confidential until notice of intent to award is issued. Sealed bids must be submitted by the time and date indicated on the front of this invitation to bid.

**15. CONTRACT ADMINISTRATOR:** After award of this contract, Mr. Tom Sternberg, UAA Director of Maintenance and Operations, or designee, 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 member of the UAA Procurement Services Department and Mr. Sternberg 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.

**16. 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.

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

**END ADDITIONAL INSTRUCTIONS TO BIDDERS**

## G. NONPERSONAL SERVICES CONTRACT GENERAL PROVISIONS

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**1. UTILIZATION OF SMALL BUSINESS, MINORITY-OWNED, WOMAN-OWNED, AND ECONOMICALLY DISADVANTAGED SMALL BUSINESS CONCERNS AND LABOR SURPLUS AREA FIRMS** In the event the Contractor subcontracts any part of the work to be performed under this contract, the Contractor agrees to make good faith efforts to utilize small business concerns; woman-owned, minority-owned, and other economically disadvantaged small business enterprises; and federally identified labor surplus area firms to the maximum extent consistent with the efficient performance of this contract. The Contractor shall include this provision, including this statement, in every subcontract.

**2. EXCUSABLE DELAYS, EXTENSION OF PERFORMANCE PERIOD - COST REIMBURSEMENT CONTRACT (This provision is applicable only to cost-reimbursement contracts.)**

(a) A party to this contract shall not be held responsible for failure to perform the terms of this contract when performance is prevented by causes beyond the control and without the fault or negligence of the party. An extension of time may be allowed in circumstances of such delay provided that (1) reasonable notice and full particulars are given to the other party, and (2) that the cause of such failure or omission (other than strikes and lockouts) is remedied so far as possible with reasonable dispatch.

(b) Circumstances or causes which may be deemed beyond the control of the party include acts of God, earthquakes, fire, flood, war, civil disturbances, governmentally imposed rules, regulations or moratoriums or any other cause whatsoever whether similar or dissimilar to the causes herein enumerated, not within the reasonable control of the party which through the exercise of due diligence, the party is unable to foresee or overcome. In no event shall any normal, reasonably foreseeable, or reasonably avoidable operational delay be used to excuse or alter a party's obligation for full and timely performance of its obligations under this contract.

**3. TERMINATION OR SUSPENSION OF WORK (COST-REIMBURSEMENT CONTRACT) (This provision is applicable only to cost-reimbursement contracts.)**

(a) This contract may be terminated by either party upon 10 days written notice if the other party fails substantially to perform in accordance with its terms through no fault of the party initiating the termination (default termination). If the Contracting Agency terminates this contract, the Contracting Agency will pay the Contractor for work completed that can be substantiated in whole or in part, either by the Contractor to the satisfaction of the Contracting Agency, or by the Contracting Agency. If the Contracting Agency becomes aware of any nonconformance with this contract by the Contractor, the Contracting Agency will give prompt written notice thereof to the Contractor. Should the Contractor remain in nonconformance, the percentage of total compensation attributable to the nonconforming work may be withheld.

(b) The Contracting Agency may at any time terminate (convenience termination) or suspend work under this contract for its needs or convenience. In the event of a convenience termination or suspension for more than 3 months, the Contractor will be compensated for authorized services and authorized expenditures performed to the date of receipt of written notice of termination or suspension plus reasonable termination settlement costs as determined

## **G. NONPERSONAL SERVICES CONTRACT GENERAL PROVISIONS (CONT.)**

by the Contracting Agency. No fee or other compensation for the uncompleted portion of the services will be paid except for already incurred costs applicable to this contract which the Contractor can establish would have been compensated for over the life of this contract and because of the termination or suspension would have to be absorbed by the Contractor.

(c) If federal funds support this contract, and the Contracting Agency's prime contract or grant agreement is terminated by the federal sponsor, resulting accordingly in termination of this contract, settlement for default or convenience termination must be approved by the primary funding source and shall be in conformance with the applicable sections of the Code of Federal Regulations, Title 48, Code of Federal Regulations, Part 49.

(d) In the event of termination or suspension, the Contractor shall deliver all work products, reports, estimates, schedules and other documents and data prepared pursuant to this contract to the Contracting Agency.

(e) Upon termination by the Contracting Agency for failure of the Contractor to fulfill its contractual obligations, the Contracting Agency may take over the work and may award another party a contract to complete the work under this contract.

(f) If after termination for failure of the Contractor to fulfill its contractual obligations, it is determined that the Contractor had not failed to fulfill contractual obligations, or that such failure was excusable under criteria set forth in the provision hereof entitled, "Excusable Delays, Extension of Performance Period," the termination shall be deemed to have been for the convenience of the Contracting Agency. In such event, settlement costs and the contract price maybe adjusted as provided in this clause for convenience termination.

### **4. ANTI-KICKBACK PROVISIONS AND COVENANT AGAINST CONTINGENT FEES**

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

(b) The Contractor warrants that it has not employed or retained any organization or person, other than a bona fide employee, to solicit or secure this contract and that it has not paid or agreed to pay any organization or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Contracting Agency has the right to annul this contract without liability or, in its discretion, to deduct from the contract price or allowable compensation the full amount of such commission, percentage, brokerage or contingent fee.

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

### **5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT** (This provision is applicable if the contract amount exceeds \$2500 or if for construction, the contract amount exceeds \$2,000.)

The Contractor and its subcontractors shall comply with applicable federal labor standards provisions of the Contract Work Hours and Safety Standards Act -Overtime Compensation (40 U.S.C.327-333).

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

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

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

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

### **7. INDEPENDENT CONTRACTOR**

(a) The Contractor and its agents and employees shall act in an independent capacity and not as officers or agents of the

Contracting Agency in the performance of this contract except that the Contractor may function as the Contracting Agency's agent as may be specifically set forth in this contract.

(b) Any and all employees of the Contractor, while engaged in the performance of any work or services required by the Contractor under this contract, shall be considered employees of the Contractor only and not of the Contracting Agency and any and all claims that may or might arise under the workers' compensation act on behalf of said employees, while so engaged and any and all claims made by a third party as a consequence of any negligent act or omission on the part of the Contractor's employees, while so engaged in any of the to be rendered herein, shall be the sole obligation and responsibility of the Contractor.

(c) This contract may be declared null and void should the Contracting Agency determine that by Internal Revenue Service criteria the Contractor is an employee of the Contracting Agency.

### **8. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

(a) The Contractor shall indemnify, save harmless and defend the University of Alaska, its Board of Regents, officers, agents, and employees from all liability, including costs and expenses, for all actions or claims resulting from injuries or damages sustained by any person or property arising directly or indirectly as a result of any error, omission, or negligent or wrongful act of the Contractor, subcontractor, or anyone directly or indirectly employed by them in the performance of this contract.



## G. NONPERSONAL SERVICES CONTRACT GENERAL PROVISIONS (CONT.)

(b) All actions or claims including costs and expenses resulting from injuries or damages sustained by any person or property arising directly or indirectly from the Contractor's performance of this contract which are caused by the joint negligence of the Contracting Agency and the Contractor shall be apportioned on a comparative fault basis; however, any such joint negligence on the part of the Contracting Agency must be a direct result of active involvement by the Contracting Agency.

### 9. INSURANCE

(a) The Contractor shall not commence work under this contract until satisfactory evidence has been provided to the Contracting Agency that the Contractor can cover the requirements set forth in this provision with regard to the Contractor and all subcontractors when engaged in any work performed under this contract. A Contractor who is a state institution of higher education or a state or local government entity may satisfy the requirements of subsections (b) (2) through (4) and (c) of this provision by submittal of a certification of self-insurance which attests it is self-insured for the required coverage limits in accordance with the laws of the state in which it is established.

(b) Without limiting Contractor's indemnification, it is agreed that Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement policies of insurance (or the Contractor shall maintain self-insurance if certified in strict accordance with subsection (a) of this provision) covering the following types and limits:

<b>Contract Amount</b>	<b>Minimum Required limits</b>
Under \$100,000	\$100,000 per occurrence/Annual Aggregate
\$100,000--\$499,999	\$250,000 per occurrence/Annual Aggregate
\$500,000--\$999,999	\$500,000 per occurrence/Annual Aggregate
\$1,000,000 or over	Negotiable--Refer to Contracting Agency, (Specific Limits are set forth as Alterations in General Provisions)

- (1) Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees of the Contractor engaged in work under this contract, Workers' Compensation Insurance as required by the laws of the state where the work is to be performed. The Contractor shall be responsible for Workers' Compensation Insurance for any subcontractor who directly or indirectly provides services under this contract. This coverage must include statutory coverage for states in which employees are engaging in work and employer's liability protection not less than \$100,000 per person, \$100,000 per occurrence. Where applicable, coverage for all federal acts (i.e., U.S.L. & H and Jones Act) must also be included.
- (2) Comprehensive (Commercial) General Liability Insurance: With coverage limits not less than \$1,000,000 combined single limit per occurrence and annual aggregates where generally applicable and shall include premises-operations, independent contractors, products/completed operations, broad form property damage, blanket contractual, and personal injury endorsement.
- (3) Comprehensive Automobile Liability Insurance: Covering all owned, hired, and non-owned vehicles with coverage limit not less than \$500,000 combined single limit
- (4) Professional Liability Insurance: Covering all errors, omissions, or negligent or wrongful acts of the Contractor, subcontractor, or anyone directly or indirectly employed by them, made in the performance of this contract which result in financial loss to the Contracting Agency.

Limits required per the following schedule:

- (c) Coverage shall be maintained for the duration of this contract plus one year following the date of final payment. Failure to comply with this provision may preclude other contracts and agreements between the Contractor and the Contracting Agency. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, the Contracting Agency shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Contract Administrator prior to beginning work and must provide for a 30-day prior notice to the Contracting Agency of cancellation, non-renewal, or material change. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach and grounds for termination of the Contractor's services.

**10. ACCESS TO FACILITIES AND INSPECTION BY CONTRACTING AGENCY** The Contracting Agency has the right to inspect, in the manner and at reasonable times it considers appropriate during the period of this contract, all facilities and activities of the Contractor as may be engaged in the performance of this contract. The Contractor shall provide reasonable access to accommodate such inspections at its own and subcontractor's facilities. The substance of this clause shall be incorporated in subcontracts by the Contractor.

**11. EXAMINATION AND RETENTION OF RECORDS** The Contractor shall, at any time during normal business hours and as often as the Contracting Agency, the Comptroller General of the United States, or their agents may deem necessary, make available for examination all of its records with respect to all matters covered by this contract for a period ending three (3) years after date of final payment under this contract or any subcontract whichever is later. Upon request, and within a reasonable time, the Contractor shall submit such other information and reports relating to its activities under this contract in such form and at such times as the Contracting Agency or the Comptroller General may reasonably require. The Contractor shall permit the Contracting Agency, the Comptroller General, or their agents to examine and make copies of such records, invoices, materials, payrolls, records of personnel, and other data relating to all matters covered by the contract. The Contractor shall include the substance of this provision, including this statement, in all subcontracts.

### 12. AUDIT

(a) The Contracting Agency and its primary funding source may at reasonable times and places, audit the books and records of the Contractor and its subcontractors and may review the Contractor's accounting system, overhead rates, and internal control systems to the extent they relate to costs or

## G. NONPERSONAL SERVICES CONTRACT GENERAL PROVISIONS (CONT.)

cost principles applicable to this contract. The audit will be scheduled at a mutually agreeable time. The Contractor shall include the substance of this provision, including this statement, in all subcontracts.

(b) In the conduct of audits or in meeting the audit requirements of the primary funding source, the Contracting Agency may require and evaluate Contractor compliance with Office of Management and Budget (OMB) Circulars A-128 or A-133 (Audits), A-87 or A-21 or A-122 (Cost Principles), A-102 or A-110 (Uniform Administrative Requirements), and A-88 (Indirect Cost Rates, Audit, and Audit Follow-up). The Contractor shall comply with all applicable audit requirements of the OMB Circulars listed in this provision and the prime contract.

### 13. DISSEMINATION OF INFORMATION

(a) There shall be no dissemination or publication, except within and between the Contracting Agency, the Contractor, and any subcontractors, of information developed under this contract without prior written approval of the Contracting Agency's Contract Administrator.

(b) Alaska Statute AS 14.40.453 provides for the confidentiality of research conducted by the University of Alaska. The public records inspection requirements of AS 09.25.110 - 09.25.121 do not apply to writings or records that consist of intellectual property or proprietary information received, generated, learned, or discovered during research conducted by the University of Alaska or its agents or employees until publicly released, copyrighted, or patented, or until the research is terminated, except that the university shall make available the title and a description of all research projects, the name of the researcher, and the amount and source of funding provided for each project. (AS 14.40.453)

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

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

### 15. SUBCONTRACTORS, SUCCESSORS, AND ASSIGNS

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

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

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

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

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

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

### 17. PATENT INDEMNITY AND COPYRIGHT INFRINGEMENT

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

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

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

(b) Patent Indemnity and Copyright Infringement:

The Contractor shall indemnify and save harmless the University of Alaska, its Board of Regents, and its officers and employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or

## G. NONPERSONAL SERVICES CONTRACT GENERAL PROVISIONS (CONT.)

used in the performance of the contract, including its use by the University of Alaska. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the contract price includes all royalties or cost arising from the use of such design, device, or materials in anyway involved in the work.

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

**18. OFFICIALS NOT TO BENEFIT** No member of or delegate to Congress, or other officials of the federal, State, political subdivision or local government, shall be admitted to any share or part of this contract or any benefit to arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

### 19. GRATUITIES

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

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

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

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

### 21. ASSIGNMENT

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

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

### 22. CONTRACT ADMINISTRATION

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

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

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

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

### 23. TAXES

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

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

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

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

UA is an AA/EO employer and educational institution and prohibits illegal discrimination against any individual: [www.alaska.edu/nondiscrimination](http://www.alaska.edu/nondiscrimination).

## **G. NONPERSONAL SERVICES CONTRACT GENERAL PROVISIONS (CONT.)**

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

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

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

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

(b) If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the Procurement Officer shall make an equitable adjustment in the (1) price, performance or completion schedule, or both; and (2) other affected terms and shall modify the contract accordingly.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Procurement Officer decides that the facts justify it, the Procurement Officer may receive and act upon a proposal submitted before final payment of the contract. No claim by the Contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

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

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

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

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

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

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

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

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

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

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

(b) If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the Procurement Officer shall make an equitable adjustment in the (1) estimated cost, performance or completion schedule, or both; (2) amount of any fixed fee; and (3) other affected terms and shall modify the contract accordingly.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Procurement Officer decides that the facts justify it, the Procurement Officer may receive and act upon a proposal submitted before final payment of the contract. No claim by the Contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

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

## **G. NONPERSONAL SERVICES CONTRACT GENERAL PROVISIONS (CONT.)**

(e) Notwithstanding the terms and conditions of paragraphs (a) and (b) above, the estimated total cost of this contract shall not be increased or considered to be increased except by specific written modification of the contract indicating the new contract estimated total amount. Until such a written modification is made, the Contractor shall not be obligated by any change directed under this provision to continue performance or incur costs beyond the then current total estimated dollar amount of the contract not including the prospective modification.

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

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

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

(c) The Contractor shall not perform any services or deliveries of products without a purchase order or other written notice to proceed with the work. Accordingly, the Contracting Agency will not pay the Contractor for any goods, services or associated costs, if any, performed outside those which are authorized by the applicable purchase order. The Contracting Agency will exert every

effort to obtain required approvals and to issue purchase orders in a timely manner.

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

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

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

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

(b) Contractor's invoices shall be submitted when services are completed, or monthly for months during which services are performed, as applicable, in a summary format, which details costs incurred for each item identified in the project budget. Backup documentation including but not limited to invoices, receipts, proof of payments and signed time sheets, or any other documentation requested by the Contracting Agency's Contract Administrator, is required, and shall be maintained by the Contractor in accordance with cost principles applicable to this contract. Contractor invoices shall be signed by the Contractor's official representative, and shall include a statement certifying that the invoice is a true and accurate billing. Cost principles contained in the federal acquisition regulations, 48 CFR, Subpart 31.3 and OMB circular A-21 shall be used as criteria in the determination of allowable costs.

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

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

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

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

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

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

(1) If the Contractor fails to make delivery of the work products or to perform the services within the time specified herein or any extension thereof; or

(2) If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and

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

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

## G. NONPERSONAL SERVICES CONTRACT GENERAL PROVISIONS (CONT.)

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

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

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

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

### 33. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

### 35. CONTRACT SUBJECT TO THE AVAILABILITY OF FUNDS

(a) Unless this Contract is accompanied by a University of Alaska Purchase Order, funds are not presently available for this Contract. The CONTRACTING AGENCY'S obligation under this Contract is contingent upon the availability of funds from which payment for Contract purposes can be made. No legal liability on the part of the CONTRACTING AGENCY for any payment may arise until funds are made available to the University of Alaska for this Contract and until the CONTRACTOR receives notice of such availability, confirmed by issuance of a purchase order by the CONTRACTING AGENCY.

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

### 36. DISPUTES

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

(b) Penalties for making misrepresentations and fraudulent claims relating to a procurement or contract controversy are prescribed in AS 36.30.68.

**G. NONPERSONAL SERVICES CONTRACT GENERAL PROVISIONS (CONT.)****37. TOBACCO ON CAMPUS**

In accordance with UA Regulation 05.12.102, effective November 19, 2015, and in accordance with UA Regulation 05.12.102, smoking and the use of all tobacco and tobacco-related products are prohibited within all university real property, buildings and vehicles. Littering an area with, or with the remains of, tobacco-related or smoking-related products is also prohibited.

**Version eff. 9/2017**

**END NONPERSONAL SERVICES CONTRACT GENERAL PROVISIONS**

## H. ADDITIONAL NONPERSONAL SERVICES CONTRACT GENERAL PROVISIONS

Note to Bidder: In case of conflict between language in this section and in the Non-Personal Services General Provisions, this language shall prevail. This language shall apply to the contracts or contract awarded in response to bids for Lots 1, 2, or 3.

### 1. TERM OF CONTRACT:

- 1.1. A contract will be awarded for the period from the anticipated date of award, Friday, April 6, 2018, through June 30, 2019, for the initial period, with four (4) renewal options of one (1) year periods starting on July 1, 2019.
- 1.2. UAA reserves the unilateral right to exercise the option to renew. Options to renew, if exercised, shall be contingent upon funding and satisfactory performance. The Contractor shall be notified in writing by UAA Procurement Services of the intention to renew the contract period at least thirty (30) calendar days prior to the expiration of the previous contract period.
- 1.3. UAA shall have the right to cancel this contract upon thirty (30) days written notice to the Contractor.
- 1.4. For a contract beginning on a date other than the first of the month, the billing will be the monthly rate prorated based on the number of days under contract and the number of days in that month. Any discrepancy regarding an invoice amount, and / or the amount approved for payment, shall be resolved by the Contract Administrator and the Contractor's Contract Manager.

### 2. CHANGES TO CONTRACT:

- 2.1. UAA reserves the right, without invalidating the contract, to increase, decrease, delete, or contract out facilities and services, or to modify the level of service, the number of buildings, total square footage, types of service, task frequencies, work assignments, etc., during the term of any contract or any extension resulting from this solicitation. All changes outside the scope of the original Contract shall be ordered by means of a written Change Order/Modifications to the Contract. Changes in compensation shall be in accordance with existing contract pricing.
- 2.2. UAA reserves the right to add additional services as yet undefined, as may be successfully negotiated with the Contractor.

### 3. CONTRACT PRICING: The prices bid shall remain firm for the life of the Contract.

**4. F.O.B. POINT(S):** Bid prices must include all costs associated with shipping, packing, and delivery to the F.O.B. point, as well as any costs necessary to provide guarantee/warranty service, operating manuals and related documentation. No additional costs will be allowed. All services and materials to be delivered to, University of Alaska Anchorage, 3211 Providence Drive (and all locations per Building List), Anchorage, Alaska 99508.

### 5. BONDING REQUIREMENTS:

- 5.1. The successful Contractor shall be required to furnish an annual performance bond from a surety listed in the US Department of Treasury, Listing of Approved Sureties, Department Circular 570, effective July 1, 2017 and authorized to do business in the State of Alaska, in the amount of 100% of the Total Annual Price of the contract, prior to the commencement of services. The bond shall be written by a company satisfactory to UAA. The bond shall be filed with the UAA Procurement Department within fifteen (15) days after notice of contract award and prior to commencement of contract performance. Cash or Letters of credit in lieu of bonding are not permitted.
- 5.2. The bond required by this provision shall be furnished annually for each renewal period in sufficient time to constitute continuous bonding and preclude lapse of bond throughout the contract term, including any extensions.
- 5.3. Lapse of bonding shall be deemed non-performance on the part of the Contractor, and the contract may be terminated for default for failure to furnish bonds. In the event of such default termination, UAA shall be entitled to all of its excess costs occasioned by such default in addition to other damages afforded by law.
- 5.4. In the event it should become necessary for UAA to cancel the contract due to breach, default, or non-compliance, the bonding company shall be responsible for performance for the remaining term of the current contract period.



## H. ADDITIONAL NONPERSONAL SERVICES CONTRACT GENERAL PROVISIONS (CONT.)

**6. WARRANTIES:** Bidder warrants that all products and services delivered will be in good working order and will conform to the manufacturer's official published specifications and the technical specifications of this IFB. For parts and materials not covered by the scheduled inspection program, UAA requires that the successful Bidder honor all first holder guarantees and warranties offered by the manufacturer. Manufacturing defects or faulty workmanship discovered during periods of coverage will require the affected unit or part to be replaced or repaired at no additional cost to UAA.

**7. SUBCONTRACTORS:** Subcontractors will not be allowed as a part of a contract resulting from this solicitation.

**8. INSURANCE REQUIREMENTS:** The Contractor shall procure and maintain insurance coverage as specified:

- 8.1. Prior to commencement of contract performance, the Contractor shall furnish the University with certificates showing the type of coverage, amount, effective dates, policy numbers, and companies affording coverages. All insurance policies required by this Contract shall be endorsed to provide that such insurance shall apply as primary insurance and that any insurance or self-insurance carried by the University of Alaska Anchorage will be excess only and will not contribute with the insurance required by this Contract. The General Liability policy **shall be endorsed to name the University of Alaska as an additional insured**; and the worker's compensation policy shall provide for a waiver of subrogation in favor of the University of Alaska. All endorsements shall reference this Contract. All insurance shall be on an occurrence and not a "claims made" basis.
- 8.2. The Contractor agrees to carry all insurance, which may be required by Federal, State and Municipal laws, ordinances, charters, regulations and codes.
- 8.3. Certificates shall be issued by an insurance company authorized by the Insurance Department of the State of Alaska to transact business in the State of Alaska. All certificates shall be subject to the approval of the University's Risk Management.
- 8.4. The certificates must contain the following statement: "In the event of cancellation the issuing company will give thirty (30) days advance notice by mail to the University of Alaska Anchorage." Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach and grounds for termination of the Contractor's services. Minimum coverage limits:

**COMMERCIAL GENERAL LIABILITY INSURANCE:** The Contractor is required to provide Commercial General Liability (CGL) insurance on ISO form CG 00 01 07 98 (or an equivalent form) with limits not less than \$2,000,000 combined single limit per occurrence not excluding premises operations, independent contractors, personal/advertising injury, products, and completed operations, liability assumed under an insured contract (including defense costs assumed under contract), broad form property damage, explosion, collapse, and underground hazards. Limits may be a combination of primary and excess (umbrella) policy forms.

**COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE:** Covering all owned, hired, and non-owned vehicles with coverage limits not less than \$1,000,000 single limit per occurrence bodily injury and property damage.

**WORKERS' COMPENSATION INSURANCE:** At statutory limits, but no less than \$1,000,000 each accident for bodily injury, \$1,000,000 policy limit for bodily injury by disease, and \$1,000,000 each employee for bodily injury by disease.

If the Contractor's policy contains higher limits, the University shall be entitled to coverage to the extent of such higher limits.

In addition, the Contractor agrees to pay claim awards that exceed their insurance coverage for acts of their negligence or deficiencies.

All certificates shall be subject to the approval of the University's Risk Management.

**9. DEFAULT:** See Terms and Conditions, Paragraph 17. UAA shall not pay for any service or materials, which are unsatisfactory. The Contractor may be given a reasonable opportunity before termination to correct the deficiencies. This shall in no way be construed as negating the basis for termination for non-performance.

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

**11. DISPUTES:** Any disputes which may arise between the successful Bidder and UAA, in any manner, concerning a contract resulting from this solicitation, shall be resolved in accordance with Alaska Statutes 36.30.620-632, AS 36.30.670-695, and UAA regulations and procedures

**H. ADDITIONAL NONPERSONAL SERVICES CONTRACT GENERAL PROVISIONS (CONT.)**

**12. PAYMENTS:** Payments for goods 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. The provisions of this paragraph do not apply if the contract or billing is in dispute. "Dispute" means a determination by UAA Procurement Services the performance called for or price charged is not in compliance with the terms of the contract. For a contract beginning on a date other than the first of the month, the billing will be the monthly rate prorated based on the number of days under contract and the number of days in that month. Any discrepancy regarding an invoice amount, and / or the amount approved for payment, shall be resolved by the Contract Administrator and the Contractor's Contract Manager.

**13. DISCLOSURE OF INFORMATION:** The Contractor agrees that it will not, during or after the term of this contract, or any extension, disclose any proprietary or confidential information of UAA, including but not limited to its costs, charges, operating procedures and methods of doing business to any person, firm, corporation, the public or other entity without the prior written consent of UAA. Nor shall the Contractor release for publication any publicity relating to these services using or implying the name of UAA without the prior written consent of UAA.

**14. VEHICLES AND PARKING:** All Contractor vehicles used on the job sites shall be marked with Contractor's name (as it appears on his business license) and telephone number. This may be a magnetic sign on the door, sign in window or other, providing it is visible and legible.

The Contractor shall insure that all its employees comply with all UAA parking regulations including securing and displaying any required parking permit decals on all personal and company vehicles. There is open parking at no charge between the hours of 7:30 p.m. and 7:30 a.m. in yellow and green permit areas only. If parking is required for Contractor or its employees at other times, the annual fee for a Restricted Brown Parking Permit (parking next to a building) is currently \$350.00, a Yellow Parking Lot Permit is \$250.00. Parking meters are also available. Company owned fleet vehicles will be authorized to park in the central garage with a brown parking pass. Parking fees are subject to change.

**15. ADVERTISING:** The Contractor shall do no advertising to the general public which might be construed, in any way, that UAA is endorsing the use of, or is affiliated with the Contractor's services. No advertising or other placement of plaques, decals, nameplates, signs or other surface applied words or symbols visible to the general public on material supplied under this contract shall be done without the express written permission of the UAA Facilities Maintenance Director.

**16. WAIVERS:** The waiver of any breach of the terms of this agreement by the University shall not constitute a waiver of any of its terms or any subsequent breach, nor shall any payment for good delivered or services rendered constitute such a waiver.

**END ADDITIONAL NONPERSONAL SERVICES CONTRACT GENERAL PROVISIONS**

## I. PRICE SCHEDULE

**Bidders Name:** \_\_\_\_\_

It is the intent of the University of Alaska Anchorage to purchase multi-term fire detection system inspection and multi-term fire suppression system inspection services for UAA facilities located in Anchorage, AK as described and specified herein. The contract(s) for these services will be awarded to Lot 1 and 2, or Lot 3, as determined in the best interest of UAA. Bidders may bid Lot 1 only, Lot 2 only, and/or Lot 3. Bidders are required to bid all items within their selected lot.

**BIDDER LOT VERIFICATION:** For verification and evaluation purposes, confirm the lots you are submitting a bid for by entering the three-year total dollar amount in the applicable area.

Lot Number	Lot Description	Lot Total (3 year)
<b>1</b>	A multi-term fire detection system inspection service contract	\$
<b>2</b>	A multi-term fire suppression system inspection service contract	\$
<b>3</b>	A combined multi-term fire detection system inspection and fire suppression system inspection service contract	\$

**PRICE SCHEDULE COMPLETION:** The IFB B18-001 Price Schedule contains two sections. Both sections must be reviewed, completed, and submitted with the bid package.

- **Section 1:** This section is included in the main IFB document, and contains the bidder lot(s) verification, price schedule completion instructions, price schedule building details, references, and signature page.
- **Section 2:** This section is composed of three Microsoft Excel spreadsheets for detailed pricing of the Bidder's selected lot(s). Pricing data must be entered and submitted using the Microsoft Excel spreadsheet applicable to the Bidder's selected lot(s). The Lot 1 and Lot 2 spreadsheets contain a single tab each, while the Lot 3 spreadsheet contains three tabs. All tabs must be completed.

**PRICE SCHEDULE BUILDING DETAILS:** Each number is assigned to represent a detail applicable to the building to which it is assigned on the corresponding price schedule spreadsheet. The Lot 1, Lot 2 and Lot 3 building detail lists are included for pricing reference, and must be considered when determining annual prices.

**Lot 1: Fire Detection System Inspection Building Details:**

1. Test system CO2 detectors.
2. Test (4) methane gas detection devices, General Monitors MC600.
3. FM200 system remote panel in SSB server room 127 (tested during suppression inspection).
4. Testing of this special system must be coordinated with suppression testing Contractor.
5. Sensitive area – all testing must be scheduled in advance with building and lab managers.
6. Manual Sensitivity testing as required by the NFPA, will be performed bi-annually by the Contractor.
7. Test Vesda system.
8. Voice over speakers
9. Renovation planned
10. Annunciator panel

**Lot 2: Fire Suppression System Inspection Building:**

1. Kitchen hood inspections are required semi-annually.
2. WWA auditorium and entrance lobby are not sprinklered. (Area covered by 6 fire hose cabinets to be inspected annually)
3. Annual trip test and inspect/ test dry system compressor.
4. Test anti-freeze solution.

5. Bridge walkway is served by dry system in Student Union. Bridge lounge & tower are served from Science Bldg.
6. FM200 system in SSB server room 127.
7. Fire pumps to be inspected and tested annually.
8. Testing of this special system must be coordinated with detection testing Contractor.
9. Sensitive area – all testing must be scheduled in advance with building and lab managers.
10. Standpipes in stairwells.
11. Flamex 3000 System.
12. General Monitors MC600.
13. Flow switches to be tested twice each year. Winter testing to be coordinated with UAA Facilities Maintenance and Operations.

### **Lot 3: Fire Detection and Fire Suppression System Inspection Building Key:**

#### **Lot 3.1: Fire Detection System Inspection Building Details:**

1. Test system CO2 detectors.
2. Test (4) methane gas detection devices, General Monitors MC600.
3. FM200 system remote panel in SSB server room 127 (tested during suppression inspection).
4. Testing of this special system must be coordinated with suppression testing Contractor.
5. Sensitive area – all testing must be scheduled in advance with building and lab managers.
6. Manual Sensitivity testing as required by the NFPA, will be performed bi-annually by the Contractor.
7. Test Vesda system.
8. Voice over speakers
9. Renovation planned
10. Annunciator panel

#### **Lot 3.2: Fire Suppression System Inspection Building Details:**

1. Kitchen hood inspections are required semi-annually.
2. WWA auditorium and entrance lobby are not sprinklered. (Area covered by 6 fire hose cabinets to be inspected annually)
3. Annual trip test and inspect/ test dry system compressor.
4. Test anti-freeze solution.
5. Bridge walkway is served by dry system in Student Union. Bridge lounge & tower are served from Science Bldg.
6. FM200 system in SSB server room 127.
7. Fire pumps to be inspected and tested annually.
8. Testing of this special system must be coordinated with detection testing Contractor.
9. Sensitive area – all testing must be scheduled in advance with building and lab managers.
10. Standpipes in stairwells.
11. Flamex 3000 System.
12. General Monitors MC600.

**I. PRICE SCHEDULE: REFERENCES**

In accordance with D, Additional Instructions to Bidders item 6.3, The bidder shall provide a minimum of three (3) client references on the Price Schedule who are willing and able to attest to the service, expertise and overall performance of the contractor. Additional references and/or current and previous contract listings may also be provided

**CLIENT REFERENCE 1**

**Organization Name:** \_\_\_\_\_

**Organization Address:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Phone/Email:** \_\_\_\_\_

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

**CLIENT REFERENCE 2**

**Organization Name:** \_\_\_\_\_

**Organization Address:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Phone/Email:** \_\_\_\_\_

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

**CLIENT REFERENCE 3**

**Organization Name:** \_\_\_\_\_

**Organization Address:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Phone/Email:** \_\_\_\_\_

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

**I. PRICE SCHEDULE: CERTIFICATION****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: \_\_\_\_\_

**J. BIDDER'S 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 Bidders 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.
- ☒ All Price Schedule forms must be completed and manually signed in the space provided. Pricing data must be entered and submitted using the Microsoft Excel Spreadsheet applicable to the Bidder's selected lot.
- ☒ 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.
- ☒ State of Alaska General Contractor's License or Specialty License
- ☒ Letter of Intent to Bond from Approved Surety
- ☒ AKOSH Form 300A Summaries for companies over 10 employees;
- ☒ Safety Documentation: May Include statement of compliance with AKOSH training, lockout / tagout and hazard communication requirements and supporting documentation, i.e., company policy, training brochures, training programs overviews, minutes of training program / meetings, professional/trade or union safety training certifications;
- ☒ Name of the Contract Supervisor who shall provide supervision of all work performed and an employee list of the technicians that will be working on UAA premises.

## K. REPRESENTATIONS, CERTIFICATIONS, AND STATEMENTS OF BIDDERS

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

(a) It operates as

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

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

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

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

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

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

- (1) "Common parent," as used in this solicitation provision, means a Bidder 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 Bidder 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 in reporting income tax and other returns.

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

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

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

☐ TIN: \_\_\_\_\_



- ☐ TIN has not been applied for.
- ☐ TIN is not required because: \_\_\_\_\_
- ☐ Bidder 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.
- ☐ Bidder is an agency or instrumentality of a state or local government.
- ☐ Other. Explain basis \_\_\_\_\_

## (d) Corporate Status of Bidder:

(Bidder 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:

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

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

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

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

**4. CONTINGENT FEE REPRESENTATION AND AGREEMENT:** (Note: The Bidder 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 Bidder represents that, except for full-time bona-fide employees working solely for the Bidder, the Bidder:

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

(b) Agreement. The Bidder 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

- (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 bid.

**5. AUTHORIZED NEGOTIATORS:** The Bidder 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 BID:** In compliance with the solicitation, the Bidder agrees, if this bid is accepted within 45 calendar days from the date specified in the solicitation for receipt of bids, 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 Bidder, 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 Bidder as indicated in this bid.

(b) If the Bidder 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 Bidder

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**8. SMALL BUSINESS CONCERN REPRESENTATION:** The Bidder represents and certifies as part of its bid 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 Bidder represents that it ( ) is, ( ) is not a small disadvantaged business concern.

(b) Definitions.

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

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

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

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

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

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

(c) The Bidder 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):

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 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

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

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

By submitting this offer, a Bidder 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 Bidder 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 Bidder 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 Bidder certifies that it does and will maintain such place of work as a drug free workplace in compliance with the Drug Free Workplace Act of 1988 (P.L. 100-690) subject to all the sanctions and penalties in that Act. To this end the Bidder 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 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 qualifies, including the preference under (1 & 2) of this section. However, a bidder shall not receive more than one of the employment or disability preferences under section (3).

The bidder 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.

**23. 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 offer.

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

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

**L. BONFIRE SUBMISSION INSTRUCTIONS FOR SUPPLIERS**

Please follow these instructions to submit via our Public Portal.

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

<b>Name</b>	<b>Type</b>	<b># Files</b>	<b>Requirement</b>
Completed and Signed B18-002 Cover Sheet	File Type: PDF (.pdf)	1	Required
Completed and Signed Representations, Certifications and Statements of Bidders Form	File Type: PDF (.pdf)	1	Required
Signed Copies of Any and All Amendments Issued	File Type: PDF (.pdf)	1	Required
Price Schedule: Section 1	File Type: PDF (.pdf)	1	Required
Price Schedule: Section 2	File Type: Excel (.xls, .xlsx)	1	Required
Alaska Business License (If Applicable)	File Type: PDF (.pdf)	1	Optional
State of Alaska General Contractor's License or Specialty License	File Type: PDF (.pdf)	1	Required
Letter of Intent to Bond from Approved Surety	File Type: PDF (.pdf)	1	Required
AKOSH Form 300A Summaries for Companies Over 10 Employees (If Applicable)	File Type: PDF (.pdf)	1	Optional
Safety Documentation	File Type: PDF (.pdf)	1	Required
Contract Supervisor Details and List of Technicians	File Type: PDF (.pdf)	1	Required

**Requested Documents:**

Please note the type and number of files allowed. **The maximum upload file size is 1000 MB.**

Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

**2. Upload your submission at:**

<https://uaa.bonfirehub.com/opportunities/7014>

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **Mar 27, 2018 2:00 PM AKDT**. We strongly recommend that you give yourself sufficient time and **at least ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.

**Important Notes:**

Each item of Requested Information will only be visible after the Closing Time.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

**Need Help?**

University of Alaska uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at [Support@GoBonfire.com](mailto:Support@GoBonfire.com) for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>