

<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 1 of 47
<b>BID DESCRIPTION: WINDOW WASHING SERVICES FOR UAA FACILITIES</b>		
<b>BID OPENING</b> Sealed bids <b>must</b> be submitted via the <b>BONFIRE</b> Portal (see instructions on page 47) No other delivery method shall be accepted. Bids will be received until: <b>DATE:</b> June 14, 2018 <b>TIME:</b> 2:00 PM AKST	<b>PRE-BID CONFERENCE</b> A pre-bid Conference <b>will not</b> be held.	<b>INVITATION FOR BID NO. B18-004</b>  <b>Date Issued:</b> May 24, 2018
<b>Funding status:</b> Funds for award under this Invitation for bid are: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> 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 <input type="checkbox"/> AK Veteran <input type="checkbox"/> Employment Program <input type="checkbox"/> AK Products (Indicate Class I, II, or III) _____ Business Classification: (See Instructions to Bidders) <input type="checkbox"/> Small Business <input type="checkbox"/> Disadvantaged Small Bus <input type="checkbox"/> Large Business <input type="checkbox"/> Disadvantaged Lrg Bus <input type="checkbox"/> Non-profit org. <input type="checkbox"/> Woman Owned: Small Bus <input type="checkbox"/> Foreign Supplier <input type="checkbox"/> Woman Owned: Lrg Bus	
<b>ACKNOWLEDGMENT:</b> The following amendments have been received: _____		

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**A. INTRODUCTION**

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

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

The University of Alaska Anchorage (UAA) is seeking bids from qualified vendors to establish a window washing service contract for specified UAA campus facilities. Any contract resulting from this solicitation shall be established as a two (2)- year agreement, with the University maintaining the sole discretion to exercise two (2) one- year contract renewal options. The successful Contractor will be expected to provide all materials, parts, labor, equipment and services necessary to provide window washing services in compliance with all applicable industrial standards and in strict accordance with the specifications, provisions, terms, and conditions of this request for quotation.

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

IFB Issue Date	Thursday, May 24, 2018
Questions Due	Friday June 8, 2018
Bids Due	Thursday, June 14, 2018
Anticipated Notice of Award	Tuesday, June 19, 2018
Anticipated Contract Start Date	Monday, July 2, 2018

**END A. INTRODUCTION**

## B. SPECIFICATIONS – CAMPUS WINDOW WASHING SERVICES

**1. BACKGROUND:** The University of Alaska Anchorage (UAA) is soliciting for bids to establish a window washing service contract for selected campus facilities. Any contract resulting from this solicitation shall be established as a two (2)- year agreement, with the University maintaining the sole discretion to exercise two (2) one- year contract renewal options. The successful Contractor will be expected to provide all materials, parts, labor, equipment and services necessary to provide window washing services in compliance with all applicable industrial standards and in strict accordance with the specifications, provisions, terms, and conditions of this request for quotation.

**2. SITE INFORMATION:** A detailed list of required services and buildings is available in Section C. Specifications- Work Schedule. All required window washing services will be exterior only, with the exception of the Consortium Library and ConocoPhillips Integrated Science Building Atriums.

UAA Campus maps are available digitally in interactive, printable, and Google Maps formats at <https://www.uaa.alaska.edu/map>

Building floor plans are available digitally in printable format at:

<http://fpgis.uaa.alaska.edu/FPTableANC.htm>

Prospective bidders are asked to review the campus maps, building floorplans, and IFB document in preparation for their bid submission.

Bidders may send written questions and comments in reference to the IFB to Carson Davis, Contracting Officer at [crdavis4@alaska.edu](mailto:crdavis4@alaska.edu).

Any changes to the solicitation shall be issued by written amendment by the responsible procurement officer.

**3. PRE BID CONFERENCE:** A pre bid conference will not be held.

### 4. SCOPE OF WORK:

- 4.1. Provide window washing services for all buildings as per section C. Specifications- Work Schedule. The majority of required window washing services are exterior only, with the exception of the Consortium Library and ConocoPhillips Integrated Science Building atrium interiors. The Contractor shall provide all personnel (management, supervision, and labor), materials, supplies, chemicals, tools, equipment (including boom/man lift), transportation, handling, disposal, cleanup, and all incidentals required, necessary and /or implied for the complete and satisfactory performance of window washing as specified.
- 4.2. Work shall be in compliance with manufacturers' specifications, federal, State and local regulations and applicable industrial standards, in strict accordance with the specifications, provisions, terms, and conditions of this RFQ.
- 4.3. Glass shall be washed using any generally acceptable method of the window washing profession, as approved by the UAA Contract Administrator. Drop cloths shall be placed indoors and outdoors where required, to protect adjacent surfaces, fixtures, furniture, plants, building features, or art. After washing, windows shall be dry and free of streaks with window frames and sill wiped clean of any dirt, water stains, dust soil, lime mineral deposit, cleaning compounds, etc. Foreign substances adhering to the glass, i.e. paint, putty and /or sealant shall be removed by scraping with a razor blade or sharp putty knife so as not to damage the glass surface. There shall be no water or drip marks on building panels underneath or immediately around any areas of the windows.
- 4.4. Caustic, acidic, or abrasive cleaners, which may etch the glass or damage the window frames and surrounding surfaces shall not be used unless specifically approved by the UAA Contract Administrator

**B. SPECIFICATIONS – CAMPUS WINDOW WASHING SERVICES (CONT.)**

for the localized problem area. Surface mineral deposits on the glass, which cannot be removed by scrubbing with a medium bristle fiber brush and normal washing solution, shall be left as is.

- 4.5. Cleaning agents employed shall be used in strict accordance with the manufacturer's recommendations and shall not be stored on UAA property. No new products are to be introduced without prior approval by the UAA Contract Administrator. Contractor is responsible for all disposal costs.
- 4.6. The Contractor is responsible for protecting UAA owned equipment where moving and replacing equipment is necessary. Care shall be exercised so vehicles or equipment do not damage UAA lawns or grounds. Any damage caused by the Contractor may be repaired by the UAA Grounds Department at the sole expense of the Contractor.
- 4.7. The Contractor shall keep the work premises free from debris and accumulation of waste at all times, remove stains from work surfaces and areas 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. Following cleanup, an area shall be ready for immediate use.

**5. ADVANCE PLANNING:** The Contractor shall have a pre-established system whereby all tasks and procedures are planned and scheduled in advance, based upon actual site conditions. Such schedule must be presented to the UAA Contract Administrator prior to commencement of any work.

- 5.1. It is anticipated that exterior work will be performed once annually when weather permits during the period of April 15 – August 15, with excused delays in performance allowed only for inclement weather. It is anticipated that interior work will be performed once annually per the Contract Administrators schedule. Work hours shall be coordinated by the UAA Contract Administrator prior to commencement of work.

**6. INSPECTION BY UAA:** The Contract Administrator must be notified at the completion of each building, inspection by UAA must be performed prior to the relocation of contractor's personnel and equipment. In addition, UAA will conduct inspections as necessary to determine strict compliance with the Performance Standards. Non-inspection by UAA does not relieve the Contractor from its compliance obligation.

**7. UAA CONTRACT ADMINISTRATOR:** The UAA Contract Administrator for this bid award will be a representative of the Facilities Maintenance Department. 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.

- 7.1. No work is to be accomplished without the authorized representative first having ordered the work performed. The Contract Administrator shall have final acceptance of work performed and approve all billings prior to payment. All questions regarding this Contract and the order of operations shall be referred to the UAA Contract Administrator.
- 7.2. 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 Services Department.
- 7.3. The Contract Administrator's normal business hours are 7:00am to 3:30pm, Monday through Friday. Any communication after normal business hours shall involve a call to Contract Administrator's cell phone (number to be provided) or Campus Police at 786-1120.

**8. CONTRACT MANAGER:** The Contractor shall assign a Contract Manager, who shall have full authority to act for the Contractor in all matters relative to 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. The Contract Manager will

**B. SPECIFICATIONS – CAMPUS WINDOW WASHING SERVICES (CONT.)**

be required to meet with the Contract Administrator when necessary, submit, and receive reports, discuss any deficiencies in performance, or other matters of concern to both parties.

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

8.2. 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.

8.3. The Contract Manager, or designee, shall be able to maintain daily communications, via telephone, cell phone, E-mail, etc., to facilitate prompt resolution of problems.

**9. SUPERVISION:** It shall be mandatory for the contractor to provide a supervisor in person at the work site at all times work is in progress. The supervisor shall ensure compliance with the performance standards and task frequencies, physically inspect, correct deficiencies, monitor, assure quality standards and supervise Contractor employees, ensuring adherence to the service schedule. The supervisor and the UAA Contract Administrator shall be the sole method of communicating at the job site.

**10. LABOR:** All work shall be performed by personnel directly employed by the Contractor. No actual work or services shall be subcontracted. Personnel used in the performance of this work shall be properly trained and qualified for work of this type. Full compliance with AKOSH EPA, and WC regulations is required.

10.1. The Contractor shall abide by the provisions of the Alaska Employment Practices and Working Conditions section of the Alaska Statutes. Specifically, hourly workers must be paid for all hours worked, including overtime. This applies to any or all Service Workers re-deployed to correct deficiencies. Moreover, it is unlawful to deduct from an employee's payments due, the cost of any assessments imposed by UAA as a result of a deficiency. This does not infringe on the Contractor's right to take disciplinary action as a result of an employee's poor performance.

**11. EMPLOYEE CONDUCT:**

11.1. Contractor's employees appearing to be under the influence of alcohol or drugs shall not be permitted on UAA property.

11.2. 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.

11.3. No business solicitations from the Contractor or the Contractor's employees soliciting additional private business from building occupants shall be allowed. Advertising posted on bulletin boards is prohibited.

11.4. UAA is a tobacco free campus. Use of tobacco products is prohibited on University property. The exception is in your personal vehicle in the parking lot.

11.5. UAA is a drug-free workplace. The Contractor's management and employees shall not use controlled substances not prescribed for them or illegal substances.

11.6. The Contractor shall insure that none of its employee 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.

**B. SPECIFICATIONS – CAMPUS WINDOW WASHING SERVICES (CONT.)****12. TRAINING:**

- 12.1. 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. List of chemicals, solutions, and cleaners provided to shall be provided to the UAA Contract Administrator for review and approval.
- 12.2. Each employee shall be properly 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 training in safe work procedures and practices. The 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.
- 12.3. The Contractor shall ensure that he is in compliance with all other safety regulations and mandates as described in applicable state AKOSH 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.
- 12.4. 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.
- 12.5. The UAA Contract Administrator shall have the authority to disallow the use of any Contractor employee deemed to be inadequately trained in the proper usage of equipment, supplies, or in matters of safety.

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

- 13.1. An orientation to building alarms will be conducted by the Contract Administrator before contract work begins. If an alarm is accidentally set off by Contractor employees or activity and Fire Department, Police, or UAA personnel respond by arriving at UAA locations, the Contractor is responsible for any costs generated by the "false alarm".
- 13.2. In case of emergencies or potential fire hazards, the University Police Department should be phoned at 786-1120. If unable to contact the University Police, the Anchorage Police Department should be contacted at 911.

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

- 14.1. UAA keys issued to Contractor employees, other than the Contractor's Supervisor, shall not leave UAA premises. All keys will be returned to UAA when contract period is terminated or when requested.
- 14.2. The Contractor shall not duplicate, and shall prevent duplication of key devices issued by UAA. 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.
- 14.3. The Contractor shall immediately report any lost, missing or stolen keys devices to the Contract Administrator and to the University Police Department. Failure to do so may result in a \$250.00

**B. SPECIFICATIONS – CAMPUS WINDOW WASHING SERVICES (CONT.)**

assessment against the Contractor.

**15. UNIFORMS AND ID BADGES:** Contractor employees shall be easily recognized while on UAA premises by a distinctive identification badge or uniform with 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.

15.1. 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, or other form of generally acceptable picture I.D. The Contractor's employees are to show 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

15.2. Any Contractor 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.

**16. CONTRACTOR'S ACCESS:** Contractor and its employees shall have the right to use only those UAA facilities that are necessary to perform the services called for in this bid and shall have no right of access to any other facilities of UAA. 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 are to 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.

**17. WORKING HOURS:** Work may be performed on any days during the period assigned by the Contract Administrator. The Contract Administrator must be notified of intended work hours and locations where work is to be performed on each workday. Regular service for all work shall be made during the regular business hours of UAA, 8 AM to 5 PM Monday through Friday, or during other hours as approved by the Contract Administrator.

**18. 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.

18.1 **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 (AKOSH Form 300A Summary) for the two previous calendar years and succeeding years for contract renewals.

18.2. **Federal Requirements:** Contractor must be in compliance with AKOSH 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.

18.3 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



**B. SPECIFICATIONS – CAMPUS WINDOW WASHING SERVICES (CONT.)**

Regulations.

- 18.4. **Written Safety Program:** The Contractor shall 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 provide UAA with evidence of this program.

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.

- 18.5. 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.
- 18.6. 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.
- 18.7. 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 AKOSH 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 AKOSH Safety Standards.
- 18.8. 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.
- 18.9. 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.
- 18.10. For failures to comply with AKOSH safety requirements and resulting in damages, a \$250.00 assessment, per occurrence, may be assessed against the Contractor.

**19. EMERGENCIES:** In case of emergencies or potential fire hazards, the University Police Department shall be phoned at 786-4911. If unable to contact the University Police, the Anchorage Police Department shall be contacted at 911. Contractor agrees that in the event of an accident of any kind, Contractor will immediately notify the University Police, and furnish a full written report of the incident to the UAA Contract Administrator.

**20. CHEMICALS AND HAZARDOUS MATERIALS:** After review and approval by UAA Environmental Health and Safety Department, the Contractor shall furnish and deliver materials, equipment, chemicals and appurtenances necessary to perform services in accordance with contract specifications to the sites designated and in the quantities sufficient to provide continuous chemical treatment.

**B. SPECIFICATIONS – CAMPUS WINDOW WASHING SERVICES (CONT.)**

- 20.1. **Material Safety Data Sheet (MSDS):** The Contractor shall provide UAA with copies of and maintain a file of MSDS, as required by AKOSH, for each chemical used in the performance of contract services. When requested by the Contract Administrator, the Contract Manager shall provide MSDS copies for any or all chemicals used in the performance of contract services. 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 MSDS of every product proposed for usage, and clean up procedures.
- 20.2. All chemicals used shall be in full compliance with all Federal, State and Municipal laws regulating their use and storage.
- 20.3. 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.
- 20.4 **Approval:** 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. The Contract Administrators decisions allowing or prohibiting chemicals are final. The decision to allow the usage of a new product is made solely at the discretion of the Contract Administrator.

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, chemical specifications must be provided. When requested a sample of the proposed product for testing purposes, shall be provided, at no cost to UAA.

- 20.5. **Containers:** Each material container 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. Chemicals shall be prepared and packaged for neat and clean use from factory sealed drums in order to prevent spilling and/or exposure when used. When approved, all secondary or repackaged chemicals must be clearly labeled in accordance with acceptable AKOSH Hazard Communications standards.

The Contractor shall purchase and issue all chemicals in their original containers. Chemical containers must meet Department of Transportation shipping requirements. 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.

No chemicals may be stored or mixed in UAA facilities or on UAA property. Written requests for exceptions must be approved by the UAA Contract Administrator, after being sufficiently justified, to allow the Contractor to purchase bulk quantities for economic purposes, or for other good reason.

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 an MSD Sheet, when applicable, to the UAA Contract Administrator for all such materials.

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 labeling of chemicals containing hazardous or toxic materials, substances, or wastes shall be in accordance with all Federal, State and Local laws.

**B. SPECIFICATIONS – CAMPUS WINDOW WASHING SERVICES (CONT.)**

20.6. 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.

20.7. **Manufacturer's Instructions:** 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.

**21. EQUIPMENT:** The contractor shall provide the number, size and type of equipment with qualified operators necessary to complete specified services, and necessary operators and vehicles to transport equipment and materials to and from job site, each time work is performed. All equipment used on this contract shall be of such mechanical condition as to meet the requirements, and to produce the Work to the specified quality.

21.1. All ladders or other devices used to reach the surface of objects not otherwise accessible for required services shall be of sound construction, be firm and stable, and shall be maintained in good condition in accordance with applicable AKOSH 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.

21.2. The UAA Contract Administrator shall approve the use of all equipment. The Contract Administrator may reject for use any equipment, which does not meet the minimum requirements, is not in good mechanical working order or is not in compliance with the prevailing motor vehicle regulations, and retains the right to disallow any equipment at his/her sole discretion

21.3. UAA shall have no responsibility for the loss, theft, disappearance of or damage to equipment, tools, material supplies, and other personal property of the contractor or subcontractors, while located on UAA premises. Equipment refueling, lubrication or maintenance may not be performed at UAA. Emergency equipment fueling, lubrication or maintenance may take place at designated areas only.

All fuel, lubricant or waste materials that are generated from the contractor's activities must be properly disposed of in accordance with applicable Federal, State and Local regulations. All significant spills or accidental releases of regulated or listed hazardous materials must be reported to the UAA Contract Administrator immediately. The contractor is responsible for all necessary remediation and disposal efforts. UAA Environmental Health and Safety Department (EHS) has the option to call its own independent remediation contractor, if deemed necessary. All associated costs with EHS remediation efforts as a result of the contractor's operations will be offset from the contractor Invoices.

**22. EQUIPMENT STORAGE:** No area for storage is being provided for the Contractor's equipment. Equipment must be transported to and from the job site each day. Repairs, other than minor repairs, are to be carried out off campus. No UAA owned equipment or supplies are being provided for contractor use. In no case will UAA provide tools or assistance to the Contractor for the purpose of servicing equipment or facilitating contractor operations in any way. UAA is not be responsible in any way for damage to the Contractor's equipment, supplies, or Contractor employee's personal belongings brought to the UAA premises, occasioned by fire, theft, storm, accident, vandalism or otherwise. Any Contractor owned equipment left on UAA property must be stored in a manner consistent with general AKOSH Safety Standards.

**B. SPECIFICATIONS – CAMPUS WINDOW WASHING SERVICES (CONT.)**

**23. WARRANTY:** Bidders warranty for services shall be no less than of the manufacturer's warranty for products offered. Bidder warrants that all products delivered will conform to the manufacturer's official published specifications and the technical specifications of this bid. For materials used not covered above, 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.

**24. UAA PROPERTY:** 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.

24.1. UAA and the Contractor may jointly inspect and agree to the condition of existing facilities, utilities, fixtures, landscaping, trees, and grounds condition prior to commencement of any work, if requested by the contractor.

24.2. Should damage to UAA property occur, the Contractor shall contact UAA Contract Administrator with a repair plan; which shall be approved by and coordinated with the UAA Contract Administrator.

24.3. The Contractor will be required to set-up and conduct operations from the roofs of certain facilities. Many roof locations contain a waterproof water membrane. Any damage to the roof membrane or roof in general MUST be reported to the Contract Administrator IMMEDIATELY. The Contractor will be responsible for any repair to UAA property. Any materials or equipment used while operating from a roof shall be relocated to its original location, and shall not be left on roof for any period of time longer than required to complete services.

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

25.1. 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.

25.2. 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.

**26. CORRECTION OF NON-PERFORMANCE OF SERVICES:** Should work be deemed substandard, failing to meet stated specifications, the UAA Contract Administrator may halt work, require corrective measures at the Contractor's expense, withhold payment of Contractor invoices or take other action deemed necessary to obtain quality workmanship. Each instance of non-performance shall be noted in writing and made a part of the contract file.

When the Contractor is made aware of a deficiency by the Contract Administrator, as soon as possible the Contract Manager shall re-deploy Service Workers as necessary, to remedy deficiency to the satisfaction of the Contract Administrator. 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 Administrator to request a re-inspection.

**27. DEFAULT:** 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

**B. SPECIFICATIONS – CAMPUS WINDOW WASHING SERVICES (CONT.)**

be construed as negating the basis for termination for non-performance.

**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 invoice at the discretion of the Contract Administrator.

28.1. Paragraph 14. Key Control. 14.3: **Failure to Notify the UAA Contract Administrator and University Police Department of lost, missing, or stolen key devices.**

28.2. Paragraph 15. Uniforms and ID Badges. 15.2: **Failure to wear an identification badge or company uniform while providing services on UAA property.**

28.3. Paragraph 18. Safety. 18.10: **Failure to comply with AK OSH safety requirements and resulting in damages.**

**29. DISPUTES:** Any disputes which may arise between the successful contractor 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.

**30. CONSERVATION:** The Contractor shall be responsible for instructing employees in utility conservation practices. The Contractor shall be responsible for operating under conditions that preclude the waste of utilities, which shall include, but not limited to the following:

30.1. 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.

30.2. Mechanical equipment, controls for heating, ventilation and air conditioning systems shall not be adjusted by Contractor.

30.3. Exterior doors and windows shall not be opened unnecessarily and shall be opened only as required.

**31. LEGAL COMPLIANCE:** The contractor shall comply with all relevant municipal, state, and federal statutes, regulations, codes and ordinances. The Contractor is responsible for ascertaining and adhering to all AKOSH guidelines for services and material handling.

**32. CODE VIOLATIONS:** Violations issued by government agencies shall be immediately corrected. Any and all costs associated with code violations will be the responsibility of the Contractor.

**33. CHANGES TO CONTRACT:**

33.1 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.

33.2. UAA reserves the right to add additional services as yet undefined, as may be successfully negotiated with the Contractor.

**34. SUBCONTRACTORS:** No subcontractors will be allowed for actual work performed on any contract resulting from this solicitation.

**B. SPECIFICATIONS – CAMPUS WINDOW WASHING SERVICES (CONT.)**

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

**END B. SPECIFICATIONS- CAMPUS WINDOW WASHING SERVICES**

### C. SPECIFICATIONS- WORK SCHEDULES

**1. INTRODUCTION:** The University of Alaska Anchorage Facilities Maintenance & Operations Department has developed a two-year schedule for successful completion of campus facility window washing services.

Only the buildings and service areas listed in the applicable yearly schedule shall be serviced within the given contract year. The contract shall begin with Work Schedule One (1), to be completed from 2018-2019. Work Schedule Two (2) shall be completed from 2019-2020.

If the first renewal option is exercised, Work Schedule One (1) shall repeat during the first renewal year, from 2020 through 2021. If the second renewal option is exercised, Work Schedule Two (2) shall repeat during the second renewal year, from 2021 through 2022.

Buildings displayed on the University of Alaska Anchorage Campus Map, but not listed on either schedule shall not be cleaned under any contract issued from this solicitation without issuance of an approved contract modification.

**2. CAMPUS MAPS AND BUILDING FLOORPLANS:** University of Alaska Anchorage campus maps are available digitally in interactive, printable, and Google Maps formats at <https://www.uaa.alaska.edu/map/>. Building floor plans are available digitally at <http://fpgis.uaa.alaska.edu/FPTableANC.htm>.

**3. WORK SCHEDULE ONE (1):** Services shall occur from 2018 through 2019. If renewal option one (1) is exercised, this work schedule shall repeat from 2020 through 2021.

<b><u>WORK SCHEDULE ONE (1): BUILDINGS</u></b>	<b><u>BUILDING ADDRESS</u></b>	<b><u>SQUARE FOOTAGE</u></b>	<b><u>FLOORS</u></b>	<b><u>REQUIRED SERVICE AREAS</u></b>
Professional Studies Building (PSB)	2533 Providence Drive	65,942	2	Exterior Windows
Wendy Williamson Auditorium (WWA)	2533 Providence Drive	8,407	2	Exterior Windows
Eugene Short Hall (ESH)	2601 Providence Drive	15,740	2	Exterior Windows
Allied Health Science (AHS)	3500 Seawolf Drive	22,913	2	Exterior Windows
Sally Monserud Hall (SMH)	2545 Providence Drive	18,862	1	Exterior Windows
Beatrice McDonald Hall (BMH)	2400 W Campus Drive	22,369	2	Exterior Windows
Edward & Cathryn Rasmuson Hall (RH)	3416 Seawolf Drive	69,883	3	Exterior Windows
Lucy Cuddy Hall (CUDY)	3400 Seawolf Drive	20,182	1	Exterior Windows
Gordon Hartlieb Hall (GHH)	3300 Seawolf Drive	15,788	1	Exterior Windows
Wells Fargo Sports Center (WFSC)	2801 Spirit Way	85,798	2	Exterior Windows

(continued)

**C. SPECIFICATIONS- WORK SCHEDULES (CONT.)**

<b><u>WORK SCHEDULE ONE (1): BUILDINGS</u></b>	<b><u>BUILDING ADDRESS</u></b>	<b><u>SQUARE FOOTAGE</u></b>	<b><u>FLOORS</u></b>	<b><u>REQUIRED SERVICE AREAS</u></b>
Bookstore (BKS)	2901 Spirit Way	13,099	2	Exterior Windows
Student Union (SU)	2921 Spirit Way	38,598	2	Exterior Windows
Aviation Technology Complex (AVC)	2811 Merrill Field Drive	64,556	2	Exterior Windows

<b><u>WORK SCHEDULE ONE (1): BRIDGES/SPINES</u></b>	<b><u>BRIDGE/SPINE ADDRESS</u></b>	<b><u>SQUARE FOOTAGE</u></b>	<b><u>FLOORS</u></b>	<b><u>REQUIRED SERVICE AREAS</u></b>
Central Parking Garage (CPG)	3170 Alumni Drive	6,654	4	Exterior Windows
Arcade Bridge Lounge (ABL)	ECB to NSB, Over UAA Drive	2,156	1	Exterior Windows
Arcade Bridge Lounge / ECB Tower	SU to ECB Tower	9,265	1	Exterior Windows
Rasmuson Hall West Bridge (WB)	RH to WFSC, Over Seawolf Drive	4,166	1	Entire Exterior: Metal Structure and Windows

**4. WORK SCHEDULE TWO (2):** Services shall occur from 2019 through 2020. If renewal option two (2) is exercised, this work schedule shall repeat from 2021 through 2022.

<b><u>WORK SCHEDULE TWO (2): BUILDINGS</u></b>	<b><u>BUILDING ADDRESS</u></b>	<b><u>SQUARE FOOTAGE</u></b>	<b><u>FLOORS</u></b>	<b><u>REQUIRED SERVICE AREAS</u></b>
Fine Arts Building (ART)	3640 Alumni Drive	71,269	3	Exterior Windows
Administration Building (ADM)	3680 Alumni Drive	44,427	2	Exterior Windows
ConocoPhillips Integrated Science Building (CPISB)	3101 Science Circle	131,624	3	Exterior Windows
East Parking Garage (EPG)	2533 Providence Drive	3,958	1	Exterior Windows
Consortium Library (LIB)	3211 Providence Drive	187,847	3	Exterior Windows
Social Science Building (SSB)	3190 Alumni Drive	44,269	3	Exterior Windows

(CONTINUED)



**C. SPECIFICATIONS- WORK SCHEDULES (CONT.)**

<b><u>WORK SCHEDULE TWO (2): BUILDINGS</u></b>	<b><u>BUILDING ADDRESS</u></b>	<b><u>SQUARE FOOTAGE</u></b>	<b><u>FLOORS</u></b>	<b><u>REQUIRED SERVICE AREAS</u></b>
Ecosystem Biomedical Health Laboratory (EBL)	3151 Alumni Drive	6,847	1	Exterior Windows
Natural Science Building (NSB)	3150 Alumni Drive	18,869	2	Exterior Windows
Engineering and Computation Building (ECB)	3310 UAA Drive	33,431	3	Exterior Windows
Engineering Parking Garage - North Side (ENPG)	3600 UAA Drive	144	3	Exterior Windows
Engineering & Industry Building (EIB)	2900 Spirit Way	23,395	4	Exterior Windows
Health Sciences Building (HSB)	3170 Alumni Drive	48,222	3	Exterior Windows
University Center Building (UC)	3901 Old Seward Hwy	88,754	1	Exterior Windows
Bragaw Office Building (BOC 3)	1901 Bragaw Street	15,875	3	Exterior Windows

<b><u>WORK SCHEDULE TWO (2): ATRIUMS</u></b>	<b><u>ATRIUM ADDRESS</u></b>	<b><u>SQUARE FOOTAGE</u></b>	<b><u>FLOORS</u></b>	<b><u>REQUIRED SERVICE AREAS</u></b>
Conoco Phillips Integrated Science Building (CPISB)	3101 Science Circle	8,318	2	Exterior and Interior Windows of Atrium
Consortium Library (LIB)	3211 Providence Drive	130	3	Exterior and Interior Windows of Atrium

<b><u>WORK SCHEDULE TWO (2): BRIDGES/SPINES</u></b>	<b><u>BRIDGE/SPINE ADDRESS</u></b>	<b><u>SQUARE FOOTAGE</u></b>	<b><u>FLOORS</u></b>	<b><u>REQUIRED SERVICE AREAS</u></b>
Engineering Parking / Bridge (ENPG to ECB)	3310 UAA Drive	2,471	3	Exterior Windows
Parrish Bridge (PB)	(HSB to EIB) 2900 Spirit Way	2,808	1	Exterior Windows

**END C. SPECIFICATIONS- WORK SCHEDULES**

## D. INSTRUCTIONS TO BIDDERS

### 1. PREPARATION OF BIDS:

- (a) Bids shall be submitted on forms provided and must be signed by an authorized representative of the bidder.
- (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 53 of this document.

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

**University of Alaska Anchorage  
3211 Providence Dr.  
Anchorage, AK 99508**

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

4. **DESCRIPTIVE LITERATURE:** Descriptive literature 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.

### 8. AMENDMENTS:

- a. All who are known by the University procurement officer to have received the bidding documents will be

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

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 or the manufacturer's current make and model.

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

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

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

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

**14. TESTING AND SAMPLES:**

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

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

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

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

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

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

b. An Alaskan bidder is one who (1) provides proof of a current Alaska business license at the time the bid is submitted, (2) submits a bid for goods, services, or construction under the name appearing on the person's current Alaska business license, (3) has maintained a place of business within the state staffed by the bidder or an employee of the bidder for a period of six months immediately preceding the date of the bid, (4) is incorporated or qualified to do business under the laws of the state, is a sole proprietor, and the proprietor is a resident of the state, is a limited liability company organized under AS 10.50 and all members are residents of the state, or is a partnership under former AS 32.05, AS 32.06 or AS 32.11 and all partners

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

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 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 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/offers.

**19. ALASKAN PRODUCT PREFERENCE:**

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

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

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

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

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

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

b. The classifications are defined as follows: (1) Small business is a business that meets the pertinent criteria established

## D. INSTRUCTIONS TO BIDDERS (CONT.)

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 BONFIRE portal time stamp. Bids received after the specified date and time of bid opening are late and will not be accepted by BONFIRE. Late hand-carried bids shall not be accepted. Bids received by other methods than through the BONFIRE portal 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 and completely submitted through the BONFIRE portal.

(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.

**D. 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 offers which contain obvious nonjudgmental errors, such as typing, price extension, dates and others when, in the opinion of the procurement officer, it is in the best interests of the University to do so. Withdrawal of offers will be allowed when the 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 D. INSTRUCTIONS TO BIDDERS.**

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

Bidders are required to submit pricing on all items or shall be declared non-responsive and eliminated from consideration.

**3. CONTRACT PERIOD:** The contract period will be from the date of award through June 30, 2020, with two (2) one year renewals at the University's sole option.

**4. PRICING:** All prices submitted on the Cost Schedule must include costs associated with provision of all required services at the F.O.B. Point, and must remain valid for a period of forty-five (45) days after the bid closing date and time. No additional charges will be allowed.

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

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

**7. CONTRACT ADMINISTRATOR:** After award of this contract, UAA Facilities & Maintenance Operations representatives Heather Pawlak, Interim Associate Director, and Pete Garcia, Superintendent shall be the University's authorized representatives 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 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.

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

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

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

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

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

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

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

**13. 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, faxed to 907-786-1341, or e-mailed to [crdavis4@alaska.edu](mailto:crdavis4@alaska.edu) 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.**

**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 53 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. 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.

**END E. ADDITIONAL INSTRUCTIONS TO BIDDERS.**



## F. 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 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

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

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.

(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

## F. NONPERSONAL SERVICES

### CONTRACT GENERAL PROVISIONS (CONT.)

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 limits</b>	<b>Minimum Required</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 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

## F. NONPERSONAL SERVICES

### CONTRACT GENERAL PROVISIONS (CONT.)

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 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.

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

**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.

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

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

(b) For contracts which include direct contact with minors Contractor shall purchase an insurance rider, endorsement, or secondary policy that names the University as an additional

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

insured and covers and protects the University from claims and losses for the abuse defined in A. above and provide the University with a copy of that rider prior to the commencement of work under this contract. The Campus Risk Manager will have the authority to waive this requirement with written approval from the Chief Risk Officer and the UA General Counsel's Office.

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

(1) Be trained and certified in the identification, prevention and reporting of the sexual abuse of minors;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **28. PRICE ADJUSTMENT - FIXED PRICE CONTRACT**

(This provision is applicable only to fixed price contracts.)

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

- (1) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- (2) by unit prices specified in the contract or subsequently agreed upon;
- (3) by costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as specified in the contract or subsequently agreed upon;

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

- (4) in such other manner as the parties may mutually agree; or
- (5) in the absence of agreement between the parties, by a unilateral determination by the Procurement Officer of the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as reasonably and equitably computed by the Procurement Officer. Adjustments made pursuant to this subsection, absent agreement between the parties may be a dispute under the Disputes provision of this contract.

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

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

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

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

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

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

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

(e) Notwithstanding the terms and conditions of paragraphs (a) and (b) above, the estimated total cost of this contract shall not be increased or considered to be increased except by specific written modification of the contract indicating the new contract estimated total amount. Until such a written modification is made, the Contractor shall not be obligated by

any change directed under this provision to continue performance or incur costs beyond the then current total estimated dollar amount of the contract not including the prospective modification.

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

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

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

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

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

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

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

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

(b) Contractor's invoices shall be submitted when services are completed, or monthly for months during which services are performed, as applicable, in a summary format, which details costs incurred for each item identified in the project budget. Backup documentation including but not limited to invoices, receipts, proof of payments and signed time sheets, or any other documentation requested by the Contracting Agency's Contract Administrator, is required, and shall be maintained by the Contractor in accordance with cost principles applicable to this contract. Contractor invoices shall be signed by the Contractor's official representative, and shall include a

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

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.

### 32. 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.

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

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

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

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

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

(c) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure

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

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

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

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

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

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

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



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

## **END F. NONPERSONAL SERVICES CONTRACT GENERAL PROVISIONS.**

(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.

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

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

### **36. CONTRACT SUBJECT TO THE AVAILABILITY OF FUNDS**

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

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

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

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

## G. 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.

### 1. TERM OF CONTRACT:

- 1.1. A contract will be awarded for the period from the anticipated date of award through June 30, 2020, for the initial period, with two (2) renewal options of one (1) year periods starting on July 1, 2020.
- 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. SUBCONTRACTORS: Subcontractors will not be allowed as a part of a contract resulting from this solicitation.

### 6. INSURANCE REQUIREMENTS: The Contractor shall procure and maintain insurance coverage as specified:

- 6.1. 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.
- 6.2. The Contractor agrees to carry all insurance, which may be required by Federal, State and Municipal laws, ordinances, charters, regulations and codes.
- 6.3. 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.

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

6.4. 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:

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

**8. 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.

**9. 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.

**10. 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.

**11. 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.

**12. 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 G. ADDITIONAL NONPERSONAL SERVICES CONTRACT GENERAL PROVISIONS**

**H. PRICE SCHEDULE**

It is the intent of the University of Alaska Anchorage to establish a contract for Campus Facility Window Washing Services as specified herein. UAA reserves the unilateral right to increase or decrease the quantity of services ordered in any given contract term, in order to meet its immediate needs. Award will be made in the aggregate, using the combined total of Work Schedule One (1) and Work Schedule Two (2). Payment will be based on actual quantities of work performed satisfactorily as ordered and accepted by the UAA Contract Administrator

**SECTION 1: ANNUAL WORK SCHEDULES****PRICE SCHEDULE: WORK SCHEDULE ONE (1)- 2018-2019 and Renewal Option One (1) if Exercised**

<b><u>WORK SCHEDULE ONE (1): BUILDINGS</u></b>	<b><u>REQUIRED SERVICE AREA</u></b>	<b><u>UNIT</u></b>	<b><u>ANNUAL PRICE</u></b>
Professional Studies Building (PSB)	Exterior Windows	ONE (1) JOB	
Wendy Williamson Auditorium (WWA)	Exterior Windows	ONE (1) JOB	
Eugene Short Hall (ESH)	Exterior Windows	ONE (1) JOB	
Allied Health Science (AHS)	Exterior Windows	ONE (1) JOB	
Sally Monserud Hall (SMH)	Exterior Windows	ONE (1) JOB	
Beatrice McDonald Hall (BMH)	Exterior Windows	ONE (1) JOB	
Edward & Cathryn Rasmussen Hall (RH)	Exterior Windows	ONE (1) JOB	
Lucy Cuddy Hall (CUDY)	Exterior Windows	ONE (1) JOB	
Gordon Hartlieb Hall (GHH)	Exterior Windows	ONE (1) JOB	
Wells Fargo Sports Center (WFSC)	Exterior Windows	ONE (1) JOB	
Book Store (BKS)	Exterior Windows	ONE (1) JOB	
Student Union (SU)	Exterior Windows	ONE (1) JOB	
Aviation Technology Complex (AVC)	Exterior Windows	ONE (1) JOB	

<b><u>WORK SCHEDULE ONE (1): BRIDGES/SPINES</u></b>	<b><u>REQUIRED SERVICE AREA</u></b>	<b><u>UNIT</u></b>	<b><u>ANNUAL PRICE</u></b>
Central Parking Garage (CPG)	Exterior Windows	ONE (1) JOB	
Arcade Bridge Lounge (ABL)	Exterior Windows	ONE (1) JOB	
Arcade Bridge Lounge / ECB Tower	Exterior Windows	ONE (1) JOB	
Rasmuson Hall West Bridge (WB)	Entire Exterior: Metal Structure and Windows	ONE (1) JOB	

<b><u>ANNUAL TOTAL: WORK SCHEDULE ONE (1)</u></b>	
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(CONTINUED)

**H. PRICE SCHEDULE (CONT.)****PRICE SCHEDULE: WORK SCHEDULE TWO (2)- 2019-2020 and Renewal Option Two (2) if Exercised**

<b><u>WORK SCHEDULE TWO (2):</u></b> <b><u>BUILDINGS</u></b>	<b><u>REQUIRED SERVICE</u></b> <b><u>AREA</u></b>	<b><u>UNIT</u></b>	<b><u>ANNUAL PRICE</u></b>
Fine Arts Building (ART)	Exterior Windows	ONE (1) JOB	
Administration Building (ADM)	Exterior Windows	ONE (1) JOB	
ConocoPhillips Integrated Science Building (CPISB)	Exterior Windows	ONE (1) JOB	
East Parking Garage (EPG)	Exterior Windows	ONE (1) JOB	
Consortium Library (LIB)	Exterior Windows	ONE (1) JOB	
Social Science Building (SSB)	Exterior Windows	ONE (1) JOB	
Ecosystem Biomedical Health Laboratory (EBL)	Exterior Windows	ONE (1) JOB	
Natural Science Building (NSB)	Exterior Windows	ONE (1) JOB	
Engineering and Computation Building (ECB)	Exterior Windows	ONE (1) JOB	
Engineering Parking Garage - North Side (ENPG)	Exterior Windows	ONE (1) JOB	
Engineering & Industry Building (EIB)	Exterior Windows	ONE (1) JOB	
Health Sciences Building (HSB)	Exterior Windows	ONE (1) JOB	
University Center Building (UC)	Exterior Windows	ONE (1) JOB	
Bragaw Office Building (BOC 3)	Exterior Windows	ONE (1) JOB	

<b><u>WORK SCHEDULE TWO (2):</u></b> <b><u>ATRIUMS</u></b>	<b><u>REQUIRED SERVICE</u></b> <b><u>AREA</u></b>	<b><u>UNIT</u></b>	<b><u>ANNUAL PRICE</u></b>
Conoco Phillips Integrated Science Building (CPISB)	Interior & Exterior Windows	ONE (1) JOB	
Consortium Library (LIB)	Interior & Exterior Windows	ONE (1) JOB	

(CONTINUED)

**H. PRICE SCHEDULE (CONT.)**

<b><u>WORK SCHEDULE TWO (2): BRIDGES/SPINES</u></b>	<b><u>REQUIRED SERVICE AREA</u></b>	<b><u>UNIT</u></b>	<b><u>ANNUAL PRICE</u></b>
Engineering Parking / Bridge (ENPG to ECB)	Exterior Windows	ONE (1) JOB	
Parrish Bridge (PB)	Exterior Windows	ONE (1) JOB	

**ANNUAL TOTAL: WORK SCHEDULE TWO (2)****COMBINED TOTAL: WORK SCHEDULES ONE AND TWO****SECTION 2: MISCELLANEOUS WINDOW WASHING****MISCELLANEOUS WINDOW WASHING AS REQUIRED**

To include all personnel, equipment and supplies.

<b>HOURLY RATE</b>	<b>MULTIPLIER</b>	<b>DAILY RATE</b>
	<b>X 8 HOURS</b>	

**SECTION 3: SUPPLEMENTAL INFORMATION**

**REFERENCES:** In order to be considered for award, a bidder shall have a substantial track record of successfully completing contracts similar in scope, size and complexity to the requirements contained herein within the past five (5) years. A minimum of three (3) references willing and able to attest to the service, expertise, and overall performance of the contractor shall be provided below:

Company: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Additional references and/or current and previous contract listing may be provided.

Chemicals and/or cleaning substances allocated to this contract: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(CONTINUED)

**H. PRICE SCHEDULE (CONT.)**

Equipment allocated to this contract: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Number of Employees allocated to this contract: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Additional Comments/Information: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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: _____	

**END H. PRICE SCHEDULE**

**I. 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.
- ☒ Price/Cost Schedule must be completed and manually signed in the space provided.
- ☒ To be considered for Alaska Bidders Preference, when applicable, a copy of a current Alaska Business License must be submitted with bid, or the Alaska Business License number must be written on the cover page of this IFB and submitted with bid.
- ☒ AKOSH Form 300A Summaries for Companies Over 10 Employees (Only If Applicable)
- ☒ Safety Documentation: May Include statement of compliance with AKOSH training, company policy, training brochures, training programs overviews, minutes of training program / meetings, professional/trade or union safety training certifications.

**END I. BIDDER'S CHECKLIST**



**J. 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 procurement officer:

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**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 included on the Environmental Protection Agency (EPA) List of Violating Facilities.

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

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

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

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

**16. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION:** By submitting this offer, the 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.

Company Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone No: \_\_\_\_\_

Fax No: \_\_\_\_\_

Email: \_\_\_\_\_

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

## K. BONFIRE SUBMISSION INSTRUCTIONS FOR SUPPLIERS

Please follow these instructions to submit via our Public Portal.

### 1. Prepare your submission materials:

#### Requested Information

Name	Type	# Files	Requirement
Completed and Signed B18-004 Cover Sheet	File Type: PDF (.pdf)	1	Required
Completed and Signed Representations, Certifications and Statements of Bidders Form (IFB Section J.)	File Type: PDF (.pdf)	1	Required
Signed Copies of Any and All Amendments Issued	File Type: PDF (.pdf)	Multiple	Required
Completed and Signed Price Schedule (Section H.)	File Type: PDF (.pdf)	1	Required
Alaska Business License (If Applicable)	File Type: PDF (.pdf)	1	Optional
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

#### 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/8536>

**Your submission must be uploaded, submitted, and finalized prior to the Closing Time of June 14, 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>