

University of Alaska Invitation For Bid –IFB 19-002

UNIVERSITY OF ALASKA ANCHORAGE Procurement Services Department 3890 University Lake Dr, ULB, Suite 106 Anchorage, AK 99508, Tel: (907) 786-6500		INVITATION FOR BID (This is not an order) Issued pursuant to Alaska Statute 36.30 and University of Alaska Regulation P.05.06		Cover Sheet Page 1 of 25
Bid Description: LED Lighting Upgrade (Components Only) for UAA Housing/Dining/Conference Services Residence Hall				
BID OPENING Sealed bids will be received at the above address until: Time: 2:00 p.m. (AKST) Date: 11/07/2018		PRE-BID CONFERENCE A pre-bid conference will not be held:		INVITATION FOR BID NO. B19-002 Date issued:10/16/2018
Funding Status: Funds for award under this Invitation For Bid are: _____ Approved <input checked="" type="checkbox"/> Subject to Availability				
Table of Contents Cover Introduction Specifications Instruction to Bidders Additional Instructions to Bidders Terms and Conditions Price/Cost Schedule Bidders Checklist Representations/Certifications and Statement of Offerors		Page 1 2 3 4-6 .7-10 .11-13 .14-15 .16 .17-25	FOR INFORMATION: Telephone (907) 786-6516 Fax (907) 786-6519 Email: jeellis2@alaska.edu Contracting Officer : John Ellis	
		UNIVERSITY OF ALASKA ANCHORAGE _____ John Ellis, Contracting Officer		
ATTENTION: 1) Bids shall be submitted on the forms provided and must be manually signed. Bids shall be sealed in an envelope with the bid number, opening date, and time clearly indicated. 2) Bids received after the opening date and time will be rejected. 3) The attached conditions shall become part of any purchase order/contract resulting from this Invitation For Bid.				
THIS SECTION TO BE COMPLETED BY THE BIDDER. RETURN THE ORIGINAL. MAKE A COPY FOR YOUR FILES.				
Business Name		Bidder certifies possession of a valid Alaska Business License: Alaska Business License no. _____ (See Instructions to Bidders)		
Mailing Address		Indicate which preferences you qualify for: _____ Alaska Bidder's Alaska Products _____ Alaska Veteran _____ Employment Program _____ (Indicate Class I, II, or III)		
Street Address		Business Classification: (See Instructions to Bidders)		
Area Code & Telephone No.		_____ Small Business _____ Disadvantaged: Small Business _____ Large Business _____ Disadvantaged: Large Business _____ Non-profit Organization _____ Woman Owned: Small Business _____ Foreign Supplier _____ Woman Owned: Large Business		
Signature _____		Date _____		
Name & Title (Print or type)				
ACKNOWLEDGMENT – The following amendments have been received: _____				
PAYMENT TERMS: NET 30		TOTAL BID PRICE \$ _____		

Introduction

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

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

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

Components for the UAA Residence Hall(s) Retrofit LED Lighting Upgrade consisting of LED lighting fixtures, mounts, sensors, and switches.

UAA Personnel will do the component installation.

Anticipated Solicitation Schedule is as follows:

IFB Issue Date	October 16, 2018
Pre-IFB meeting	Not Applicable
Questions Due	October 30, 2018
Bids Due	November 7, 2018
Anticipated Notice of Award	November 15, 2018
Anticipated Contract Start Date	November 26, 2018

SPECIFICATIONS

SCOPE: The University of Alaska Anchorage (UAA, University) is soliciting quotes for **LED lighting fixtures, mounts, sensors, and switches**. This Project is an ongoing retrofit for all residence halls at UAA. It is the goal of UAA to process lighting retrofits for each of the resident housing units at the University of Alaska Anchorage, as funding allows. This IFB represents the continuation of the LED lighting retrofit projects at UAA Housing, therefor no substitutions will be allowed.

This is for lighting components only. UAA staff will install the components.

General Information:

1. Offered prices must include all costs associated with shipping, packing, insurance, and delivery to the F.O.B. destination point:

UAA Housing Dining and
Conference Services
3700 Sharon Gagnon Lane
Commons 101
Anchorage, Alaska 99508

No additional costs will be allowed. Ownership and title to the ordered items remains with the Contractor until the items have been delivered to their final destination and are accepted by UAA.

2. **BRAND NAME:** Where brand names has been referenced herein, it is used for the purpose of describing the standard of quality, performance and characteristics and rating desired and is not intended to limit or restrict competition (except where noted as: "no substitution").
3. **REQUEST FOR ALTERNATE BRAND:** Since this project is a continuation of a prior project no brand substitutions will be permitted.
4. **AWARD:** Award shall be made by line item to the low, responsive, responsible bidder(s).
5. **DELIVERY DATE:** Required Delivery is 90 days ARO.

Instruction to Bidders

1. PREPARATION OF BIDS:

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

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

UAA Housing Dining and
Conference Services
3700 Sharon Gagnon Lane
Commons 101
Anchorage, Alaska 99508

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

4. DESCRIPTIVE LITERATURE: Descriptive literature must be submitted in duplicate especially when an "equal" item is offered. Failure to provide descriptive literature when indicated may render the bid nonresponsive. Descriptive literature means information that is submitted as part of a bid for evaluation and award.

5. BIDDER'S REPRESENTATIONS:

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

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

7. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS:

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

8. AMENDMENTS:

- a. All who are known by the University procurement officer to have received the bidding documents will be notified of any amendments issued.
- b. No amendment will be issued later than four (4) days prior to the date for opening of bids except an amendment withdrawing the Invitation for Bid or one which includes postponement of the date for opening of bids.
- c. It shall be the bidder's responsibility to ascertain prior to submitting a bid that he/she has received all amendments issued

and bidder shall acknowledge their receipt in the bid.

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

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

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

12. BRAND NAME OR EQUAL SPECIFICATIONS:

- a. Unless specifically stated to the contrary, the use of a brand name is intended to describe the standard of quality, performance, and characteristics desired, and is not intended to exclude substantially equivalent products.
- b. An item shall be considered to be substantially equivalent, or "equal" to the specified brand, when, in the opinion of the procurement officer, the University can reasonably anticipate sufficiently similar quality, capacity, durability, performance, utility and productivity as provided by the specified brand.

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

14. TESTING AND SAMPLES:

- a. The University of Alaska reserves the right to request a demonstration or test of any or all equipment offered as equals. Requests for demonstration/testing must be responded to within a reasonable time or bidder will relinquish his/her right to be considered for award and will be determined nonresponsive to this invitation.
- b. Samples of items, when requested, must be furnished free of expense to the University and if not destroyed by testing, will be returned at the bidder's request and expense immediately following award.
- c. Unsolicited samples which are submitted at the bidder's risk will not be examined or tested, and will not in any way vary the provisions of this bid.

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

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

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

b. An Alaskan bidder is one who (1) provides proof of a current Alaska business license at the time the bid is submitted, (2) submits a bid for goods, services, or construction under the name appearing on the person's current Alaska business license, (3) has maintained a place of business within the state staffed by the bidder or an employee of the bidder for a period of six months immediately preceding the date of the bid, (4) is incorporated or qualified to do business under the laws of the state, is a sole proprietor, and the proprietor is a resident of the state, is a limited liability company organized under AS 10.50 and all members are residents of the state, or is a partnership under former AS 32.05, AS 32.06 or AS 32.11 and all partners are residents of the state; and (5) if a joint venture, is composed entirely of ventures that qualify under (1) - (4) above.

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

18. EMPLOYMENT PREFERENCE ENTITLEMENT:

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

Employment Program or Disability Preferences:

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

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

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

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

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

19. ALASKAN PRODUCT PREFERENCE:

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

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

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

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

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

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

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

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

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

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

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

23. SUBMISSION OF BIDS:

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

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

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

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

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

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

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

26. AWARD OF CONTRACT:

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

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

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

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

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

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

29. MISTAKES BY THE BIDDER:

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

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

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

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

32. PROTEST:

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

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

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

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

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

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

End Instructions to Bidders.

Additional Instructions to Bidders

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

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

F.O.B. POINT: UAA Housing Dining and Conference Services, 3700 Sharon Gagnon Lane, Commons 101, Anchorage, AK 99508

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

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

BASIS OF AWARD: Award shall be made by line item to the low, responsive, responsible bidder(s).

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

PRICING: All prices submitted on the Cost Schedule must include cost associated with packing, shipping, handling, delivery to and setup at the F.O.B. Point, and must remain valid for a period of ninety (90) days after the bid closing date and time. No additional freight or other charges will be allowed.

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

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

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

Additional Instructions to Bidders (cont)

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

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

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

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

CONTRACT ADMINISTRATOR: After award of this contract, Jody Inman, Housing Dining Conference Services 907-751-7242, shall be the University's authorized representative in all matters pertaining to the administration of the terms and conditions of this contract and to whom all notices must be sent. However, a member of the UAA Procurement Services Department are the only individuals allowed to make any amendments or financial modifications to a contract resulting from this solicitation. The successful contractor will be responsible for coordinating all matters pertaining to the resultant contract with UAA's contract administrator.

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

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

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

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

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

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

QUESTIONS: Questions regarding this solicitation should be addressed in writing to John Ellis, UAA Procurement Services, jeellis2@alaska.edu. Questions or comments regarding administrative matters (how to submit a bid,

Additional Instructions to Bidders (cont)

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, or e-mailed to jeellis2@alaska.edu, and submitted five (5) working days in advance of the bid closing date to allow time for an amendment to be issued. No personal contact is to be made by bidder's staff with UAA personnel.**

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

MAIL OR HAND DELIVER BIDS TO:

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

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

End Additional Instructions to Bidders.

Terms and Conditions

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

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

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

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

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

(c) All shipments of hazardous material must be accompanied by Material Safety Data Sheets. This obligation applies to all materials delivered under this contract which will involve exposure to hazardous materials or items containing these materials. The contractor shall comply with applicable federal, state, and local laws, code ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material and are required to comply with the provisions of 8 AAC 15.0101(g).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

requirements of 41 CFR §§60-1.4(a)(7), and 29 CFR Part 471, Appendix A to Subpart A.

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

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

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

22. OTHER APPLICABLE LAWS: The University of Alaska is a recipient of federal financial assistance and is also a prime contractor on federal contracts. As a result, provisions of federal agreements and federal law are applicable to University procurements. Therefore, any provision required to be included in an order of this type by any applicable and valid Executive Order, Federal, State, or local law, ordinance, rule or regulation, grant, or contract, including but not limited to the following: Truth in Negotiations (P.L. 87-653), Small Business Act (15 U.S.C. 631 et seq), Copeland Anti-Kickback Act (18 U.S.C. 874 and 40 U.S.C. 276c et seq), Anti-Kickback Act of 1986 (41 U.S.C. 51-58 et seq), Davis-Bacon Act (40 U.S.C. 276a to 276a-7), Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333 et seq), Drug Free Workplace Act of 1988 (P.L. 100-690), Clean Air Act (42 U.S.C. 7401 et seq), and Clean Water Act (33 U.S.C. 1251 et seq), are applicable to and incorporated by references in this order.

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

24. DISPUTES: (Applicable only if the amount of this purchase order exceeds \$10,000.) Any dispute which may arise between the Vendor and the University, in any manner concerning this contract, shall be resolved in accordance with Alaska Statutes 36.30.620 – 632, AS 36.30.670 – 695, and University of Alaska regulations and procedures.

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

26. FERPA: 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.

UNIVERSITY OF ALASKA (MAY 14)

End Terms and Conditions.

Price/Cost Schedule (page 1 of 2)**Vendor Name:** _____

It is the intent of the University of Alaska Anchorage to purchase LED Lighting fixtures, mounts, sensors and switches as described and specified herein.

Award shall be made by line item to the low, responsive, responsible bidder(s).

<u>Item/</u>	<u>Description</u>	<u>Qty.</u>	<u>Unit (ea/)</u>	<u>Unit Price</u>	<u>Extended Price</u>
Item 1	13 inch circular Mounted Fixture Lithonia FMLRL-14-208-30 No Substitutions	455	EA	\$_____	\$_____
Item 2	10 inch circular mounted fixture Lithonia FMLRL-11-148-30 No Substitutions	578	EA	\$_____	\$_____
Item 3	Vacancy Sensor Switch Lithonia Sw-WSX-PDT-IV No Substitutions	53	EA	\$_____	\$_____
Item 4	Occupancy Sensor Switch Lithonia Sw-WSX-PDT-SA-IV No Substitutions	910	EA	\$_____	\$_____
Item 5	Digital Switch Lutron MRF2-8ANS-120-IV No Substitutions	140	EA	\$_____	\$_____
Item 6	Push Button Companion Switch Lutron MA-AS-IV No Substitutions	175	EA	\$_____	\$_____
Item 7	Wireless Ceiling Mount Sensor Lutron LRF2 OCR2B-P-IV No Substitutions	140	EA	\$_____	\$_____

Price/Cost Schedule (page 2 of 2)

FOB Point: UAA Housing Dining and Conference Services
3700 Sharon Gagnon Lane, Commons 101,
Anchorage, AK 99508

Delivery: UAA has a required delivery date of no more than 90 days ARO.

The University anticipates issuing a contract/purchase order no later than November 26, 2018.

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

Indicate the delivery time to final FOB point: _____ days ARO

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

Acknowledgement

BIDDER CERTIFICATION AND REPRESENTATION SIGNATURE:

By signing below, the Bidder represents that all of its statements, certifications, and representations, and other information supplied herein are true and correct as of the date of submittal of this bid. A signature below indicates the bidder's intent to be bound by all provision, terms and conditions of the bid and its terms and conditions.

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

Signature: _____ Vendor Name: _____

Printed Name: _____ Address: _____

Title: _____ City, State, and Zip: _____

Phone No. _____ Email: _____

Date: _____

Bidders Checklist

I. GENERAL:

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

II. REQUIRED DOCUMENTS FOR BID:

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

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

REPRESENTATIONS OF BIDDERS/OFFERORS

1. TYPE OF BUSINESS ORGANIZATION

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

(a) It operates as

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

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

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

2. PARENT COMPANY INFORMATION

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

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

3. TAXPAYER IDENTIFICATION

(a) Definitions

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

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

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

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

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

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

- ☐ TIN: _____
- ☐ TIN has not been applied for.
- ☐ TIN is not required because: _____

- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the US.
- ☐ Offeror is an agency or instrumentality of a state or local government.
- ☐ Other. Explain basis _____

(d) Corporate Status of Bidder/Offeror:

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

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

(e) Common Parent:

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

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

Name_____

TIN_____

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

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

4. CONTINGENT FEE REPRESENTATION AND AGREEMENT

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

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

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

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

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

5. AUTHORIZED NEGOTIATORS.

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

6. PERIOD FOR ACCEPTANCE OF OFFER.

In compliance with the solicitation, the offeror agrees, if this offer is accepted within 45 calendar days (unless a different period is inserted by the offeror) from the date specified in the solicitation for receipt of offers, to furnish any or all items on which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the solicitation.

7. PLACE OF PERFORMANCE.

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

address of the offeror or quoter as indicated in this offer.

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

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

8. SMALL BUSINESS CONCERN REPRESENTATION

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

9. SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION

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

(b) Definitions.

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

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

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

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

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

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

10. WOMAN-OWNED SMALL BUSINESS REPRESENTATION

(a) Representation. The offeror represents that it () is, () is not a woman-owned small business concern.

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

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

11. PREVIOUS CONTRACTS AND COMPLIANCE REPORTS

The Contractor represents that:

- (a) It () has () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation the clause originally contained in Section 310 of Federal Executive Order No. 10925, or the clause contained in Section 201 of Federal Executive Order No. 1114
- (b) It () has () has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, by proposed subcontractors, will be obtained before subcontract awards.

12. CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

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

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

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

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

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

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

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

14. CLEAN AIR AND WATER CERTIFICATION

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

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

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

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

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

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

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

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

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

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

18. ASSURANCE OF FEDERAL COMPLIANCE BY THE CONTRACTOR

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

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

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

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

20. 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.

21. CERTIFICATION OF PROCUREMENT INTEGRITY

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

related to this bid/offer by any of its officers, employees, agents, or representatives covered by that Act.

22. DRUG FREE WORKPLACE

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

23. BIDDER/OFFEROR CERTIFICATION AND REPRESENTATION SIGNATURE

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

(1) Bidder Preference

- ☐ 5% Alaska Bidder Preference (AS 36.30.170)
- ☐ 10% Alaska Employment Program Preference (AS 36.30.170(c))

(2) Product Preference

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

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

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

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

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

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

24. BIDDER/OFFEROR CERTIFICATION AND REPRESENTATION SIGNATURE

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

AUTHORIZED SIGNATURE: _____ **Date:** _____

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

Version: March 2018