



REQUEST FOR PROPOSAL (RFP) NO. P19-009

Air Traffic Control Simulator

DELIVER PROPOSALS ELECTRONICALLY TO:

University of Alaska Anchorage Procurement Services
Via the BONFIRE PORTAL
(See Instruction on Page 42)

PROPOSALS MUST BE RECEIVED NO LATER THAN:

Tuesday, July 2, 2019
4:00 PM Alaska Standard Time (AKST)

Faxed or emailed proposals will not be accepted. Proposals are not subject to public opening.

CONTACT FOR RFP INQUIRIES:

Mike Houlihan, Purchasing Agent
UAA Procurement Services
E-mail: mhouliha@alaska.edu
Phone: 907-786-6504

A PRE-PROPOSAL CONFERENCE/ SITE VISIT WILL NOT BE HELD.

ANTICIPATED CALENDAR OF EVENTS

RFP Published	Monday, June 10, 2019
Questions Due from Offerors	Monday, June 17, 2019
Answers issued to Offerors	Friday, June 21, 2019
Proposal Due Date/Time	Tuesday, July 2, 2019, 4:00PM AKST
Estimated Proposal Evaluation Period	Tuesday, July 2, 2019 – Monday, July 15, 2019
Estimated Notice of Intent to Award Date	On or prior to Friday, July 19, 2019
Implementation Period to Start	On Date of Contract Execution
Commencement of Services	Phase 1: July 29, 2019 to August 29, 2019 Phase 2: August 30, 2019 to June 30, 2020

This RFP is available for downloading at: <http://aws.state.ak.us/OnlinePublicNotices/Default.aspx>. Hard printed copies are available at UAA Procurement Services Office, 3901 Old Seward Hwy, Anchorage, AK, at a nominal price to cover reproduction costs.

B. TABLE OF CONTENTS

A. COVER PAGE PAGE 1

B. TABLE OF CONTENTS PAGE 2

C. UA INSTRUCTIONS TO OFFERORS..... PAGE 3

D. ADDITIONAL INSTRUCTIONS TO OFFERORS..... PAGE 9

E. CHECKLIST OF REQUIRED SUBMITTALS PAGE 10

F. SCOPE OF WORK..... PAGE 11

G. PROPOSAL EVALUATION AND AWARD..... PAGE 15

H. PROPOSAL CONTENT REQUIREMENTS PAGE 17

I. NON-PERSONAL SERVICES CONTRACT GENERAL PROVISIONS..... PAGE 20

J. ADDITIONAL CONTRACT GENERAL PROVISIONS..... PAGE 28

K. PRICE / COST SCHEDULE PAGE 30

L. PROPOSAL TRANSMITTAL AND COMPLIANCE FORM..... PAGE 33

M. REPRESENTATIONS, CERTIFICATIONS, AND STATEMENTS OF OFFERORS PAGE 33

N. BONFIRE SUBMISSION INSTRUCTIONS..... PAGE 42

O. SENSITIVE DIGITAL DATA & PRIVACY COMPLIANCE FORM PAGE 43

END B. TABLE OF CONTENTS

C. UA INSTRUCTIONS TO OFFERORS

1. General Requirements:

Offerors should read this solicitation carefully and review all instructions contained herein. Incomplete or incorrect proposals may be rejected as not conforming to the essential requirements of the Request for Proposals (RFP). Any deviations in a proposal from RFP requirements must be fully disclosed in detail on the PROPOSAL TRANSMITTAL & COMPLIANCE FORM of the RFP which must be submitted with the proposal. Proposals submitted on other than the prescribed forms contained in this RFP will be rejected. Offerors may copy the forms contained in the RFP for use in their proposals, but substitute forms or formats are unacceptable.

2. Sealed Proposals:

(a) The Offeror must submit through BONFIRE: one (1) original Technical Proposal (including all items indicated in the CHECKLIST OF REQUIRED SUBMITTALS for this Request for Proposals) and one (1) original of the Price / Cost Schedule in a separate electronic file through BONFIRE, in accordance with the instructions on Page 42.

(b) Late proposals will not be considered and will be returned to the proposer unopened. A proposal is late if it is not entered through BONFIRE in its entirety before the time specified herein as the deadline for receipt of proposals.

(c) Proposal submittals must show full firm name and address of the Offeror. The Offeror's firm name should appear on each page of the proposal.

(d) All material submitted as part of a proposal will become the property of the University for use at its discretion.

(e) Authorized signatures are required. Proposals must be signed by an individual authorized to bind the Offeror to its provisions. The person signing the proposal must show title and/or evidence of authority to bind the firm in contract.

(f) Photographs may be included with the proposal as appropriate or as desired by the Offeror. There is no guarantee that photographs will be returned to Offeror.

(g) The PROPOSAL TRANSMITTAL AND COMPLIANCE FORM from this Request for Proposals shall be submitted as the cover sheet of each proposal.

3. Pre-proposal Conference:

There will be no Pre-Proposal Conference.

4. Period for Acceptance of Proposals:

The proposal shall remain valid for at least ninety (90) days after the closing date for receipt of proposals except as otherwise specified elsewhere in this solicitation.

5. Modification or Withdrawal of Proposals:

Modifications to or withdrawal of proposals maybe allowed only if received prior to the deadline for receipt of proposals. No changes to or withdrawals of proposals will be permitted after the time for receipt of proposals specified in the solicitation.

6. Questions and Explanations Regarding the RFP or Proposals:

(a) Any prospective Offeror desiring an explanation or interpretation of the solicitation, specifications, provisions, etc. must request it in writing soon enough to allow a reply to reach all prospective Offerors before the submission of their proposals.

(b) Written questions must be submitted to the University of Alaska via the email address for inquiries shown on the face of this RFP. All inquiries must include the RFP number.

(c) Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective Offeror concerning a solicitation will be furnished promptly to all other prospective Offerors, as an amendment of the solicitation, if that information is necessary in submitting proposals or if the lack of it would be prejudicial to any other prospective Offerors.

C. UA INSTRUCTIONS TO OFFERORS (CONT.)**7. Errors and Ambiguities:**

(a) Offerors must read the RFP thoroughly. Any ambiguity, conflict, discrepancy, omission or other errors in this RFP should be reported in writing to the University of Alaska email for inquiries shown on the face of the RFP prior to the Pre-Proposal Conference and in any case must be reported prior to the proposal submittal deadline. Any changes or corrections to the RFP will be made only by written amendment issued by the University.

(b) Amendments shall be posted on the State of Alaska Online Public Notice website. To the extent practicable, the University shall give such notice to all interested parties, but shall not be responsible to those parties for receipt of this information. It is the Offeror's responsibility to ascertain prior to submittal that he/she is in receipt of any or all amendments to the solicitation. If an Offeror fails to notify the University prior to the submittal deadline of an error in the RFP or the Offeror's proposal, such proposal shall be submitted at the Offeror's own risk, and if a contract is awarded as a result of such proposal, the Offeror shall not be entitled to additional compensation by reason of the error or its later correction.

8. Anticompetitive Practices:

Offerors certify by submittal of their proposal that prices submitted have been independently arrived at and without collusion. Penalties for participation in anticompetitive practices include, but are not limited to, rejection of the proposal, suspension, debarment, civil and / or criminal prosecution.

9. Subcontracting:

If subcontracting is not prohibited by the solicitation, an apparent successful Offeror shall submit a list of the subcontractors it proposes to use in the performance of the contract within five (5) working days after receipt of a request from the University. The list must include the name and location of the place of business and a description of the portion of the contract to be subcontracted applicable to each subcontractor. Use of subcontractors in the performance of the contract is subject to University consent, and the University requires that subcontractors meet its criteria for responsible prospective contractors specified in these INSTRUCTIONS TO OFFERORS. The University may require replacement of any subcontractor which it determines not to be a responsible subcontractor.

10. Solicitation and Responsiveness of Offers:

(a) The solicitation requirements have been established to obtain full and accurate representation of Offeror responsiveness and responsibility which will enable the University to evaluate proposals and award contracts for providing the services requested. The University of Alaska in its sole discretion will determine responsiveness and final evaluation results for this RFP as provided herein.

(b) All responses to this RFP shall be subject to verification by the University. Any proposal which contains material or information which cannot be verified or otherwise confirmed for purposes of determining responsiveness to the solicitation may result in rejection of the proposal.

11. Selection for Award or Rejection of Proposals:

(a) Selection for award and execution of contracts will be accomplished in accordance with Alaska Statutes Title 36 and the University of Alaska procurement regulations, policies, procedures, and the terms and conditions of this solicitation.

(b) The Contracting Agency will award a contract resulting from this solicitation to the responsible Offeror whose proposal conforming to the solicitation will be most advantageous to the Contracting Agency, cost or price and other factors, specified elsewhere in this solicitation considered.

(c) The Contracting Agency may (1) reject any or all proposals if such action is in the University's interest, (2) accept other than the lowest proposal and (3) waive informalities and minor irregularities in proposals received.

(d) The Contracting Agency may award a contract on the basis of initial proposals received without discussions. Therefore, each initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint.

(e) Discussions or negotiations may be conducted with all Offerors in the competitive range. If "Best and Final" offers are requested, they will be evaluated against the same criteria as were the initial proposals.

(f) This solicitation does not obligate the University to pay any cost incurred in the preparation or submission of such proposals, or to contract for service.

C. UA INSTRUCTIONS TO OFFERORS (CONT.)

(g) Any contract awarded as a result of this solicitation will incorporate the contents of this RFP and the successful Offeror's proposal. The successful Offeror(s) will be required to execute such a written contract and comply with its terms.

12. Responsible Prospective Contractors:

(a) Alaska Statute 36.30 and Federal Regulations (OMB Circular A-110, Attachment 0) prescribe that University contracts shall be awarded only to prospective contractors who are determined to be responsible. After determination on of an apparent successful Offeror, the University may make inquiries or require additional information from a prospective contractor relating to a determination of responsibility.

(b) Failure of an Offeror to promptly supply information in connection with a University inquiry with respect to responsibility may result in a determination of non-responsibility with respect to the Offeror.

(c) In order to determine responsibility of a prospective contractor, the University of Alaska may require Offerors to supply additional information or documentation, may perform on-site pre-award surveys, and inspect equipment or facilities.

(d) To be determined responsible, a prospective contractor must:

- (1) have adequate financial resources to perform the contract or the ability to obtain them;
- (2) be able to comply with the contract performance schedule taking into consideration all existing other business commitments;
- (3) have a satisfactory performance record;
- (4) have a satisfactory record of integrity and business ethics;
- (5) have the necessary organization, personnel, experience, accounting and operational controls, and technical skills, or the ability to obtain them;
- (6) have the necessary equipment and facilities or the ability to obtain them; and
- (7) be otherwise qualified and eligible to receive an award under applicable laws and regulations.

(e) A contract will NOT be awarded to any Offeror who is determined by the University to be a non-responsible prospective contractor.

13. Certified Cost or Pricing Data:

A prospective contractor maybe required to certify (in accordance with the Truth in Negotiations Act (P.L. 87-653) as implemented by FAR 15.802) that any cost or pricing data submitted were accurate, complete and current as of the date of final agreement on price. The executed certification must be presented to the Procurement Officer after negotiations are concluded and before award can be made. Following is the text of the certification that shall be used if called for by the Procurement Officer.

CERTIFICATE OF CURRENT COST OR PRICING DATA

This is to certify that, to the best of my knowledge and belief the cost or pricing date (as defined in section 15.801 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.804-2) submitted, either actually or by specific identification in writing, to the Procurement Officer or to the Procurement Officer's representative in support of solicitation number _____ are accurate, complete, and current as of _____ (date). This certification includes e-cost or pricing data supporting any advance agreements and forward pricing rate agreements between the Offeror and the Contracting Agency that are part of the proposal.

14. Public Information:

All submitted proposals and proposal information will be considered confidential until notice of intent to award is issued. After the notice of intent to award is issued, proposals will be become public information. Properly marked proprietary information supplied by an Offeror in response to an inquiry by the University relating to responsibility, will not be disclosed or available to the public. Proprietary information of the type not subject to public review includes Offeror submittals of: financial statements, tax records, personnel / personal information, etc.

15. Notice of Intent to Award:

Unless the contract is exempt from this requirement by AS 36.30, at least ten (10) days before the formal award of a contract, a Notice of Intent to Award will be issued listing the name and address of the successful Offeror(s).

C. UA INSTRUCTIONS TO OFFERORS (CONT.)**16. Protest:**

(a) An interested party may protest an award under this Request for Proposals to the Procurement Officer not later than ten (10) days after issuance of the Notice of Intent to Award. The Procurement Officer will issue a written decision within fourteen (14) days after date of filing of the protest.

(b) A protest must be filed in writing and must include the following information.

- (1) The name, address and telephone number of the protester.
- (2) The signature of the protester, or the protester'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) An appeal from a decision of the Procurement Officer may be filed with the Chief Procurement Officer not later than ten (10) days after a protest decision is received by the protester.

17. Authority:

The University procurement official whose name appears on the cover sheet of this solicitation has authority to act as agent for the University of Alaska. Offerors are cautioned that instructions or interpretations contrary to the provisions of this solicitation, which are received from employees not specifically designated herein to act in this matter, are not valid or binding on the University.

18. No Bid / Proposal Response:

If no proposal is to be submitted, the face page of this solicitation should be returned to the issuing office marked "NO RESPONSE". Failure to submit a proposal or respond maybe cause for removal of your firm from the mailing list on future solicitations for similar products or services.

19. Discounts for Prompt Payment:

(a) Discounts for prompt payment will not be considered in evaluating offers for award. However, offered discounts will be taken on payments if earned.

(b) Cash discount period on any invoice received shall commence on the date shipment is received or date services are accepted by the University, or date of invoice whichever is later. In the event of adjustment or damage to a shipment subject to a cash discount, the date of receipt of shipment by the University shall be the date the shipment is finally accepted.

20. Descriptive Literature:

Descriptive literature must be submitted in duplicate with the proposal when an "equal" item is offered under a purchase description calling for a Brand Name "or equal". Failure to provide descriptive literature when requested on the CHECKLIST OF REQUIRED SUBMITTALS may render the proposal nonresponsive. Descriptive literature means information that is submitted as part of a proposal which sufficiently details the offer to determine its responsiveness to the solicitation specifications for evaluation purposes.

21. Brand Name or Equal Specifications:

(a) Unless specifically stated otherwise, the use of a brand name "or equal" purchase description 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 a specified product, when in the opinion of the procurement officer, the offered "or equal" fulfills the salient characteristics set forth in the purchase description, and the University can reasonably anticipate sufficiently similar quality, capacity, durability, performance, utility and productivity as provided by the specified "or equal" product.

C. UA INSTRUCTIONS TO OFFERORS (CONT.)**22. Testing and Samples:**

(a) The University reserves the right to request a demonstration or test of any or all products offered in response to a brand name "or equal" purchase description. If Offeror fails to respond within a reasonable time to a request by the procurement officer for demonstration / testing, an offer may be rejected as non-responsive to the solicitation.

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

(c) Unsolicited samples are submitted at the Offeror's risk and will not be examined or tested, and will not in any way cause variance from of the solicitation provisions.

23. Alaska Business License:

The Offeror must have a valid Alaska business license at the time the contract is awarded. Acceptable evidence that the Offeror possesses a valid Alaska business license may include the following;

(a) Copy of the Alaska business license.

(b) Provision of the Alaska business license number.

24. Alaska Bidder Preference:

(a) In accordance with AS 36.30.170 a procurement officer shall award a contract based on solicited offers to the lowest, responsive and responsible Offeror after an Alaska bidder's preference of five (5) percent has been applied.

(b) An Alaskan bidder is one who (1) holds a current Alaska business license, (2) submits a bid or proposal 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 Offeror or an employee of the bidder or Offeror for a period of six months immediately preceding the date of the bid or proposal (4) is incorporated or qualified to do business under the laws of the state, is a sole proprietor, and the proprietor is a resident of the state, is a limited liability company organized under AS 10.50 and all members are residents of the state, or is a partnership under former AS 32.05, AS 32.06 or AS32.11 and all partners are residents of the state; and (5) if a joint venture, is composed entirely of ventures that qualify under (1) - (4) above.

25. Alaska Veterans Preference:

For the purposes of evaluating offers, the bid price of an Offeror 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.

26. Employment Preference Entitlement:

(a) In accordance with AS 36.30.321 preference may be applied to an offer 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 Offeror qualifies. However, a bidder/Offeror shall not receive more than one of the employment or disability preferences.

(b) The 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.

C. UA INSTRUCTIONS TO OFFERORS (CONT.)**27. 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 Request for Proposal was issued will be eligible to receive preference in the award of this offer.

(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. (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) Offerors claiming this preference shall so indicate clearly in their proposal and indicate the 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 proposals offering eligible recycled products. This preference is in addition to other preferences allowed for the procurement.

28. Application of Preferences:

For an offer 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 offered price by the sum of the percentages for evaluation purposes.

END C. UA INSTRUCTIONS TO OFFERORS

D. ADDITIONAL INSTRUCTIONS TO OFFERORS

1. MULTIPLE OR ALTERNATE OFFERS: Unless specifically allowed, multiple or alternate offers shall be deemed non-responsive and shall be rejected.

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

3. CANCELLATION OF SOLICITATION: UAA may (1) reject any or all proposals if such action is in UAA's interest, (2) accept other than the lowest proposal and (3) waive informalities and minor irregularities in proposals received.

4. OFFEROR IMPOSED TERMS AND CONDITIONS:

Offeror imposed terms and conditions which conflict with the terms, conditions or any provision contained in this proposal shall be considered "counter offers" and as such, may cause UAA to consider the offer as non-responsive.

If an Offeror attaches alternate / additional terms and conditions to their offer, such attachments must be accompanied by a signed disclaimer which states: "In the event of a conflict between the UAA terms and conditions and (Company / Offeror's Name) terms and conditions attached, the UAA terms, conditions, and all provisions of this proposal will prevail."

5. SITE INSPECTION: A site inspection will not be required for this RFP.

6. PRE-PROPOSAL CONFERENCE: A pre-proposal conference will not be required for this RFP.

7. SCHEDULE OF POST NOTICE OF INTENT TO AWARD SUBMITTALS: All submittals shall be delivered to the UAA Procurement Department, Attn: Mike Houlihan. The following are required:

- a. **Five (5) days after issuance "Notice of Intent to Award":** (1) Certificate(s) of Insurance.
(2) Name of the Contract Manager.

8. OFFEROR IMPOSED TERMS AND CONDITIONS: Offeror imposed terms and conditions which conflict with the terms, conditions or any provision contained in this proposal shall be considered "counter offers" and as such, may cause UAA to consider the offer as non-responsive.

If an Offeror attaches alternate/additional terms and conditions to their offer, such attachments must be accompanied by a signed disclaimer which states: "In the event of a conflict between the UAA terms and conditions and "company/Offeror's name" terms and conditions attached, UAA's terms, conditions and all provisions of this proposal will prevail."

END D. ADDITIONAL INSTRUCTIONS TO OFFERORS

E. CHECKLIST OF REQUIRED SUBMITTALS

Offerors are advised that, notwithstanding any instructions or inferences elsewhere in this Request for Proposal, the instructions provided and the documents shown on this sheet need be submitted with and made part of their proposal. Other documents may be required after the submittal deadline, but prior to award. Offerors are advised that failure to follow these instructions or submit the documents shown on this sheet and return the forms in the condition indicated MAY RENDER THE PROPOSAL NON-RESPONSIVE and eliminate it from further consideration!

X	Electronic Submission of all documentation is required via the following method: BONFIRE Portal. <ul style="list-style-type: none"> Reference BONFIRE Portal Submission Instructions on Page 42 <ol style="list-style-type: none"> 1) List of Documents (Required and Optional) 2) Hyperlink for Uploading Offeror Documents
X	Section L. - Proposal Transmittal and Compliance Form shall serve as the cover sheet for the Offeror's technical proposal. The Proposal Transmittal and Compliance Form must be properly completed and signed via the BONFIRE Portal.
X	Section K. Cost/Price Schedule must be properly completed, signed and submitted via the BONFIRE Portal.
X	The Offeror must submit one (1) Technical Proposal via the BONFIRE Portal, which includes all requirements specified in Section H. Proposal Evaluation And Award.
X	All amendments that require acknowledgment shall be acknowledged in the space provided on the Proposal Transmittal and Compliance Form or by manually signing (original signature) the Amendment Sheet and submitting with the proposal prior to the submittal deadline.
X	To qualify for Alaska Bidder Preference: A copy of the Offeror's current Alaska Business License shall be included in the proposal or the current license number provided in the space provided on the Proposal Transmittal and Compliance Form. Reference Section C. UA Instructions to Offerors, Items 23-24.
X	Section M- Representations, Certifications, and Statement of Offerors must be properly completed, signed and submitted via the BONFIRE Portal..
X	A letter of intent included in the technical proposal indicating how the Offeror shall meet the insurance requirements detailed in Section I. of this RFP.
X	Section O- Sensitive Digital Data & Privacy Compliance Form must be properly completed, signed and submitted via the BONFIRE Portal.
X	Submit with technical proposal Service Agreements, Software Licenses etc. which Offeror requests UA incorporate into final contract award document.

END E. CHECKLIST OF REQUIRED SUBMITTALS

F. SCOPE OF WORK

Note: The terms “Offeror”, “Proposer”, and “Contractor” are used interchangeably throughout this document.

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.

University of Alaska Anchorage is the largest and most comprehensive of three main campuses. UAA is dedicated to fulfilling its mission by serving the people of Alaska through instruction, research, and public service. UAA serves approximately 20,000 students, has 1,500 faculty and staff members and offers a wide variety of associate, undergraduate and vocational education programs.

The UAA, Aviation Technology Division (ATD) offers Associate degrees in Air Traffic Control, Aviation Administration/Management, Professional Piloting and Aviation Maintenance Technology, as well as a Bachelor degree with choice of concentration to include Aviation Administration/Management, Aeronautical Studies, and Professional Piloting. There are approximately 500 total Aviation students, which includes approximately 30 students seeking the AAS Air Traffic Control degree.

PROPOSED TIMELINE OF RFP PROCESS

The timeline set out herein represent the University’s best estimate of the schedule that will be followed for this RFP process. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule will typically be shifted by the same number of days.

The initial period of performance (Phase 1 & 2) will be from the date of execution through June 30, 2020. UAA, at its sole discretion, may renew / extend the contract for a total of two (2) additional years by exercising Renewal Options of one (1) year each. Renewals / Extensions will be contingent on availability of funding, satisfactory performance, and Offeror acceptance.

ANTICIPATED CALENDAR OF EVENTS

RFP Published	Monday, June 10, 2019
Questions Due from Offerors	Monday, June 17, 2019
Answers issued to Offerors	Friday, June 21, 2019
Proposal Due Date/Time	Tuesday, July 2, 2019, 4:00PM AKST
Estimated Proposal Evaluation Period	Tuesday, July 2, 2019 – Monday, July 15, 2019
Estimated Notice of Intent to Award Date	On or prior to Friday, July 19, 2019
Implementation Period to Start	On Date of Contract Execution
Commencement of Services	Phase 1: July 29, 2019 to August 29, 2019 Phase 2: August 30, 2019 to June 30, 2020

1. REQUIRED GOODS AND SERVICES:

University of Alaska Anchorage (UAA, University) is seeking proposals for the procurement and installation of ATC Radar En-Route and Terminal software for use in UAA’s academic Air Traffic Control program, as well as for research and other training applications for outside clients. UAA is looking for a solution which utilizes Commercial Off-The-Shelf (COTS) components, running a single window-based operating system (to be provided by UAA). UAA will be utilizing the existing ATC Radar Terminal/Enroute lab work stations as part of the new solution, which consists of 5 student stations and 1 instructor station.

The contractor shall furnish all resources and services necessary to provide the specified software as noted below while maintaining strict compliance with this proposal, its specifications, provisions, terms and conditions, federal, state and local regulations and applicable industrial standards, including but not limited to personnel for installation and training (management, supervision and labor) as well as necessary equipment, software, related tools, materials and other supplies.

2. FEATURES AND CAPABILITIES:

PHASE I: INSTALLATION AND IMPLEMENTATION

DUE: 8/29/19

The ATC Terminal / En-Route Radar Simulation Lab that UAA requires must meet high fidelity simulation standards. The system shall include all necessary equipment and software as specified, documentation and instructions, troubleshooting and maintenance manuals. UAA requires a simulator system that runs on Computers Off-The-Shelf (COTS) equipment. UAA may consider a minor deviation from this requirement.

UAA will provide its own current hardware and therefore, UAA is asking the vendor to provide information on minimum hardware specifications for any/all hardware needed to run their simulator software. Responding vendor must list all proprietary hardware needed, if any, to run their simulator and provide this hardware as part of the offering and include it in the system price.

PHASE I REQUESTED FEATURES:

Radar map display that resembles and functions as close as possible to ERAM for Aero Center, "Jackson Low" (Sector 66). This would include MCA (Message Composition Area), Preview area, drop-down position relief check list (programmable), altimeter list, clock, etc. Radar Display must look like ERAM/DSR as much as possible.

Route Display on the radar after entering the route button (QU) followed by computer identification number, (QU CID enter). Or any route change that involves using the route key for an entry.

VSCS Software. Voice switching and communication system software that enables the controller to contact multiple sectors for coordination. Must look similar to Aero Center Visual Interface. The instructor station must have the ability to monitor communication between all other stations.

Keyboard Interface. ERAM style keyboard with programmable functionality. May utilize existing programmable keyboard or make recommendation for system compatibility.

Full Data Blocks. DSR appearing full data blocks, i.e., Aircraft call sign, assigned altitude (hard or interim), climb/descent arrow if not within 200' of the assigned altitude in the B4 space, mode C of altitude leaving if climbing/descending, CID bottom left of third line and Groundspeed in 3 digits. The groundspeed space must timeshare with hand off information as appropriate. Must have 4th line data block with 4-letter destinations, e.g., KDFW, KSEA, KGWO, etc. At private airports (Byerley, 0M8) three letter/numeric destination.

ACL appearance. The EDST display must resemble as close as possible the appearance as depicted in ERAM CBI's and lesson plans.

Altitude changes made in the EDST altitude column (hard altitude or interim) must also display on the radar display and vice versa.

Route changes made must show in the Route column and be displayable with QU CID entry on the radar display.

Automated Hand-offs. Intra-facility handoffs made by typing sector number followed by CID (67 CID) will initiate a field E entry of H-67 that time shares with groundspeed. An inter-facility handoff would look like H-H40 (H40 CID). If time sharing with groundspeed is not practicable, it could go in the 4th line of the data block. After a handoff is accepted by another sector, field E will show O-67 or O-F30 for a few seconds and then only display the groundspeed.

Drop-down route menu (top window) must display the present fix-radial-distance of the aircraft and an editable (overwrite or insert) ability to modify the route of flight (two dots .. between similar fixes and one dot . between dissimilar, i.e., STARS/SIDS/airways). AM 6-7-10 functionality would be a requirement. As would the ability to "pick" (left click) the route of flight from ACL opening the route menu and amending flight plan data after the fix-radial-distance that populates the trial plan window (SQS341018..SQS..JAN..KGPT). Route amendments would be made by amending text in the trial plan window after the fix-radial-distance (FRD). For example, SQS341018..MCB..KGPT and then select amend, keyboard enter.

ERAM-like quick action key entries. For example, QP will PVD a data block to another sector (QP 67 CID enter). For an adjacent inter-facility ERAM point out, QP F30 CID enter would send a data block to Ft. Worth Center, sector 30. QQ for interim altitudes, QZ for hard altitude entries.

Hold Menu Entries. Select Plan Options to access the HOLD button. Left click a call sign from ACL and select HOLD. Left click Hold/SPA at the bottom of the Hold Data Menu places the aircraft information in the SPA and an "H" to the left of the route of flight.

Vector length and Range manipulation. Student must be able to expand/shrink range of the radar map and vector lengths from 0 (zero) to 1, 2, 4 and 8 minutes in length based upon an aircraft's current course/heading (not the flight plan).

Programmable Alert columns. At minimum, the ability for our scenario developer to manually enter red, yellow, amber in the columns.

Programmable Embedded route text (ERT). At minimum, the ability for our scenario developer to manually enter turquoise-blue in the route column for KBNA arrivals (e.g., SQS.GHM4.KBNA).

2.2 Supervisor/Instructor Station.

This station must be able to create, manipulate, edit any/all scenarios for training and development

2.3 Software Support.

Must include the ability to create/edit scenarios, and include an environment editor for the purpose of editing airways and airport depiction.

2.4 Strip Printing:

Ability to print strips using a BOCA strip printer (provided by UAA) or the vendor may suggest an alternate thermal strip printer.

2.5 Software Backup:

All software used to install the simulator must be provided to UAA after installation to serve as a back-up in case of hardware failure, not including Windows operating system discs.

PHASE II: ADVANCED FEATURES INSTALLATION

DUE: 8/30/19 – 6/30/20

After successful delivery and install of Phase I product, vendor must continue to work with UAA/ATD to develop and install the following advanced features within the specified date range.

PHASE II REQUESTED FEATURES:

Conflict Probe Capability. Flight data (level flight is fine) must probe for same altitude conflicts up to 20 minutes out and populate the alert columns on EDST accordingly. Five miles or less = red, greater than 5 miles to 12 miles = yellow. If an assigned altitude is projected to climb or descend through the altitude of another aircraft, same alert. Aircraft to airspace = amber (CBM3 MOA, R931A/B). For example, any aircraft from 8,000 MSL to FL 180 will show an amber alert if the route of flight comes within 3 NM of the boundary of CBM3 MOA.

Dynamic alert columns. The alert columns must automatically display red or yellow in the alert columns for aircraft in conflict with other aircraft and amber for conflicts with Special Use Airspace.

Dynamic embedded route text (ERT). Any IFR flight plan on EDST arriving KBNA from sector 66 will automatically show embedded route text (ERT) turquoise-blue in the route column for KBNA arrivals (e.g., SQS.GHM4.KBNA).

Trial Planning. Student must be able to trial plan an altitude to see if the outcome would be red, yellow or green (greater than 12 miles within 1,000 feet)

Graphic Plan Display (GPD). Along with conflict probe, middle clicking an alert must display a GPD window showing a route display and data tag of aircraft that are projected to be in conflict. Offer the ability to trial plan an altitude resolution from either the GPD or altitude column of the EDST.

3. DOCUMENTATION:

Contractor must deliver a minimum of two sets of software user manuals, hardware manuals and maintenance manuals for the Contractor supplied software for Phase 2. Manuals to be furnished prior to Phase II completion.

4. TRAINING:

Contractor must offer simulator software training to UAA staff and faculty at time of Phase I delivery. This includes system training (maintenance and troubleshooting/diagnostics), as well as end user training (running the software and being able to undertake their user roles efficiently). Manuals and pertinent training materials shall be made available at no charge for attendees at the time of training, and the training shall take place at UAA Aviation Technology Division, 2811 Merrill Field Drive Anchorage, AK 99501

5. MAINTENANCE AGREEMENT:

The vendor shall provide at least one (1) year of warranty, maintenance, and technical support on Phase 1 & 2 vendor supplied hardware and software without additional cost to UAA at start date in 2020. This service shall include availability of technical support via web, email, phone, and if necessary, onsite support. The support offered must be designed so that the vendor can respond to critical product failures in a timely fashion. The warranty and support period will commence at the time of product acceptance.

A maintenance agreement after warranty expires shall be made available to UAA on a yearly basis at UAA's discretion. Vendor agrees to hold maintenance contract pricing firm for two years at the amount offered on the price schedule for this RFP. The maintenance agreement shall minimally include ongoing product support and fixes, and any product upgrades that are made during the support year(s). If new hardware is required to implement a product upgrade, the hardware specifications shall be made available to UAA prior to delivery of the upgrade. UAA reserves the right to decline an upgrade if it involves hardware upgrade and the cost to benefit appears excessive. Declination of a particular upgrade will not void the remaining period of the maintenance agreement in effect. Purchasing of a maintenance agreement beyond the first year's included warranty is the sole option of UAA.

Additionally, software upgrades, desktop technical support and/or troubleshooting assistance must be provided as part of this agreement.

6. SOFTWARE ACCEPTANCE TESTING

The vendor shall, in cooperation with UAA develop, prepare and be responsible for Client acceptance test ("Acceptance Test Plan), with acceptance test procedures suitable for verifying that the software meets the agreed requirements of the Specification. The Acceptance Test Plan shall describe how the UAA acceptance test will be carried out, and shall contain a detailed description of the tests to be performed, as well as the acceptance criteria. At a minimum, UAA will have a specified number of days following the date of the delivery of the software, as set forth in the Specification to inspect, test and access the software and determine whether it satisfies the acceptance criteria. If UAA approves the acceptance test, then they shall give vendor written notice to such effect. If UAA refuses to approve the acceptance test, such rejection will be explained in writing.

7. UAA DEVELOPMENT RESPONSIBILITIES

UAA personnel will work in good faith with the vendor in Phase Two (2) software development in accordance with the Specification; use reasonable effort to assist in software delivery by deadline schedule, or any agreed extensions. UAA will use all reasonable effort to perform, at their sole discretion, agreed to tasks set forth in order to complete timely delivery of software.

END F. SCOPE OF WORK

G. PROPOSAL EVALUATION AND AWARD

1. BASIS OF AWARD:

Award shall be made to the responsive, responsible Offeror whose proposal received the highest total points in accordance with the Alaska Statutes Title AS.36.30, and the University of Alaska procurement regulations, policies, procedures, and the terms and conditions of this solicitation.

In accordance with the scoring methodology of the RFP process, an award may be made to other than the lowest price offered. Likewise, the proposal with the top technical rating may not necessarily receive the award. Proposals that are unrealistic in terms of program commitments, or reflect an inherent lack of comprehension of the complexity and risks of the proposed contractual requirements may be rejected.

2. PROPOSAL CONTENT:

The Offeror's proposal shall consist of a Technical Proposal and Cost / Price Proposal which satisfy requirements of the RFP. The Offeror shall decide the level of detail necessary to adequately describe the goods / services included in their proposal. However, the University discourages overly lengthy proposals.

See Section H, Proposal Content Requirements, for a detailed description of required information to be provided in a response to this RFP.

3. EVALUATION PROCESS:

Initially, all proposals shall be reviewed by the UAA Procurement Services Department to determine if they are administratively responsive to the RFP.

Those proposals that are administratively responsive shall be distributed to the proposal evaluation committee (PEC). First, the Contracting Officer shall determine if the proposal meets the responsive and responsible requirements as applicable. This is a pass / fail evaluation. Second, those proposals that pass shall then be distributed to the PEC members for evaluation of the proposal content as described in Section H.

After the evaluation is complete, the University may elect to request verbal and / or written discussions with those Offerors determined to be in the competitive range. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission and prior to award for the purpose of obtaining Best and Final Offers.

In addition, the evaluation committee may also elect to extend requests for product demonstrations or invitations for presentations to one or more Offerors, within the competitive range. If presentations are conducted, a member from the evaluation committee will contact the selected proposer(s) to schedule a date, time, and location for such presentation. The presentation may be conducted as a web-based meeting and will be primarily focused on introducing the features and functionality of the software system to the committee. Presentations will be limited to 90 minutes followed by 30 minutes for questions from the evaluation committee.

However, UAA may award a contract on the basis of initial proposals received without discussions. Therefore, each initial proposal should contain the Offeror's best terms from a technical standpoint and price.

4. EVALUATION CRITERIA:

Each of the identified criterion has an assigned weight (whole numbers between 1 and 100) that is used to establish their relative importance in the evaluation process.

The criterion for this RFP are as noted below:

<u>CRITERION</u>	<u>WEIGHT</u>
Experience and Qualifications	10%
Technical Requirements	20%
Implementation & Training	10%
Product Functionality	40%
Price/Cost Proposal	20%

G. PROPOSAL EVALUATION AND AWARD (CONT.)**5. SCORING METHOD:**

Technical Criterion: The Proposal Evaluation Committee (PEC), consisting of UAA representatives, will independently review each proposal determined to be administratively responsive. Each evaluator independently enters a scaled rating (e.g. 1-10) for each technical evaluation criterion. The scaled rating is multiplied by the weight to produce a weighted score for each criterion. The weighted scores of all criteria are summed to provide a total weighted score for each offer. The aggregate score of each offer is divided by the number of evaluators to produce an average score. High and Low scores, which skew results, may be eliminated from consideration.

Price: The maximum score for the Price / Cost Proposal included in this RFP, as provided by the Offerors, shall be awarded to the firm offering the lowest total cost or price. Appropriate proportional scores shall be assigned to the other Offerors using the following formula:

$$\frac{\text{Lowest priced proposal cost} \times \text{assigned weight for cost}}{\text{Cost of each successively higher prices proposal}} = \text{Cost Points Allocated}$$

6. BEST AND FINAL OFFERS:

The University Procurement Officer shall notify all Offerors within the competitive range, in writing, of the request for a Best and Final Offer. The notice shall include all questions, changes, or modifications to be addressed and establish a due date and time for submission. If an Offeror does not submit a Best and Final Offer or a notice of withdrawal, their immediate previous offer will be considered to be their Best and Final Offer.

END G. PROPOSAL EVALUATION AND AWARD.

H. PROPOSAL CONTENT REQUIREMENTS

1. Proposal Transmittal and Compliance Form

The Offerors shall include a fully completed and signed Proposal Transmittal and Compliance Form as the cover sheet to the RFP. The Proposal Transmittal and Compliance Form is located in Section L of this RFP. Failure to include this form fully completed and including an original signature shall cause the proposal to be declared non-responsive and eliminated from further consideration.

2. Minimum Evaluation Requirements

Offerors shall demonstrate that they meet the minimum requirements listed in the Checklist of Required Submittals, if applicable, located in Section E of this RFP.

3. Technical Proposal

3.1 Experience and Qualifications (10 points): An Offeror must demonstrate a track record of successfully providing services. An Offeror's experience related to previous projects similar in scope, size, and complexity will be evaluated to assess an Offeror's qualification to manage and complete the requirements of this solicitation. An Offeror's past performance will be evaluated to determine the quality of work previously provided and to assess the relative capability of the Offeror to effectively accomplish the requirements of this solicitation. UAA may obtain information from references provided by the Offeror, customers known to UAA, consumer protection organizations, and any other source that may have useful and relevant information. If discussions are held, an Offeror will be given the opportunity to comment on past performance information obtained, provided the Offeror did not have a previous opportunity to comment.

- Address the Offeror's goals, business philosophy and history. The Offeror must detail why their service and product will best serve the needs of the University.

- Include a breakdown by percentage of the types of clients the Offeror services (Private, Public, Research Facility, Industry, etc.) and what percentage of their company's total business involves activities/services in the higher education industry or similar industry to the scope of this RFP.

- Offeror may propose a payment plan based on software milestone acceptance by UAA.

- Provide a minimum of three (3) references for contracts similar in size, scope, and complexity (preferably from clients in the higher education industry) that specifically use the Offeror's management

Include the following information:

- (1) Name of the company or institution
- (2) Description of the service provided and contract documents
- (3) Administrative contracting officer names, phone and email address
- (4) Identify any special accomplishments associated with the contract

3.2 Technical Requirements (20 points): Technical Qualifications include all of the evaluation criteria that allow the University to get an in depth view of the Offeror's ability to successfully execute a contract of this size, scope, and complexity with quality and efficiency. In addition to the items specified in the Section E. Checklist of Required Submittals, provide the following information at minimum:

- Describe the functionality of the proposed software for Phase 1, and how it will perform as a self-contained software solution independent of external programs. Describe how the software meets each of the requested features in Section F.

- Describe your ability to provide the requested features for Phase 2, and how it will perform as a self-contained software solution independent of external programs. Describe how the software meets each of the requested features in Section F.

H. PROPOSAL CONTENT REQUIREMENTS (CONT.)

- Offerors recommending Self-Hosted Enterprise solutions must inform the University of the Network Environment required for this application, any required software and operating system upgrades for functionality, maintenance services provided by the Offeror, any backup systems and mechanisms provided by the Offeror in the event of system failure, a list of information security management certifications, and the type(s) of training provided to UAA staff.

- Offerors recommending Software as a Service solutions must describe the location and capabilities of the Physical Hosting Facility. Offerors must detail mechanisms in place to protect against security breaches and man-made or natural disasters at a minimum. Offerors must describe the physical security, bandwidth provisioning, power, cooling, back-up systems and recovery plans, and list their info security management certifications. Proposals must describe any available Quality Assurance Program (Software Assurance Program. Describe the typical frequency of upgrades within a 12 month period, and note if upgrades are tied in to a test environment prior to deployment into the production environment.

- The University is aware of Hybrid Solutions available in the industry which utilize both Self-Hosted and Software as a Service components. Offerors recommending a Hybrid solution must answer all questions and provide all of the information requested under both the Self-Hosting and Software as a Service solutions as described above.

- Offerors must provide their business data recovery plan (BDRP). The plan must address how the company will ensure that University data is recoverable in the event of a failure.

- Offerors must detail the methods of customer service available to the University, including communication method and hours of operation.

- Any additional supporting information for the proposed solution should be included as appendices to the Technical Proposal.

3.3 Implementation and Training (10 points): Ensure the following items, at a minimum, are addressed:

- The University recognizes Implementation and Training as crucial to early adoption of the ATC Radar En-Route and Terminal software by UAA Aviation support staff. Responses must clearly and concisely describe implementation methodology. The Offeror must detail how they will ensure that the proposed software is implemented on time and to the University's satisfaction. The Offeror must also provide a sample implementation schedule for a project of similar scope to this RFP that includes anticipated activities, sequencing, duration of activities, and start date for each activity.

- Describe the greatest risks/challenges in meeting the requirements for the Phase 2 software development process and timeline and how they could be mitigated. Describe Offeror's retention strategy plan to help ensure qualified resources throughout the life of the project.

- Detail how quickly the system be deployed. Provide a minimum of three (3) client examples in the last 24 months and indicate the months required to implement from contract signing to complete software configuration. Please provide the client contact information for each reference.

- The University anticipates clear and concise training will be of the utmost importance for the software implementation process to succeed. The proposer must describe their training services available and, at a minimum, must provide the following training:

- a. Online user manual that describes the capabilities and methods of the software combined with a description of the University's preferred methods and processes.
- b. The University anticipates that an initial training may consist of one (1) session, with additional sessions proposed annually or as needed for new users or remedial training. The actual duration and content of training sessions must be described in the proposal.

H. PROPOSAL CONTENT REQUIREMENTS (CONT.)

- 3.4 Product Functionality (40 points):** Responses must clearly describe how the proposed solution best serves the following needs:
- Faculty and supervisors expect that the new software will be able to generate reports to assist them with monitoring day-to-day and fiscal year activity. Explain the types of reports that can be generated by the Phase 1 and Phase 2 software.
 - Describe the renewal basis for any licenses or subscriptions (quarterly, yearly, etc.). The University prefers to execute renewals in accordance with the University's fiscal year (July 1 – June 30)
 - Describe price adjustment procedures. Is pricing adjusted when users are added/removed, or is the pricing adjusted at the time of renewal only?
- 3.5 Cost Proposal (20 points):** Offerors must complete the Price / Cost Schedule provided in Section K of this RFP. The Offeror shall state prices in the units of issue on this RFP. Prices quoted for commodities or services must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized, or the services can be provided, without further cost. Prices quoted in this RFP must be exclusive of federal, state and local taxes. If the Offeror believes that certain taxes are payable by the University, the Offeror may list such taxes separately, directly below the RFP price for the affected item.
- Cost proposal must clearly demonstrate how the software licensing is priced, i.e., by number of concurrent users, by number and/or size of projects, or by single enterprise licensing.

Cost proposal shall not be included in any other part of the Offeror's proposal unless specifically requested.

END H. PROPOSAL CONTENT REQUIREMENTS.

I. NONPERSONAL SERVICES CONTRACT GENERAL PROVISIONS

INDEX

1. Utilization of Small Business, Minority-owned, Woman-owned, and Economically Disadvantaged Small Business Concerns and Labor Surplus Area Firms
2. Excusable Delays, Extension of Performance Period - Cost Reimbursement Contract
3. Termination or Suspension of Work - Cost Reimbursement Contract
4. Anti-Kickback Provisions and Covenant against Contingent Fees
5. Contract Work Hours and Safety Standards Act
6. Clean Air and Water
7. Independent Contractor
8. Indemnification and Hold Harmless Agreement
9. Insurance
10. Access to Facilities and Inspection by Contracting Agency
11. Examination and Retention of Records
12. Audit
13. Confidentiality of Information
14. Ownership of Work Products
15. Subcontractors, Successors, and Assigns
16. Governing Laws
17. Patent indemnity and Copyright Infringement
18. Officials Not to benefit
19. Gratuities
20. Order of Precedence of Documents and Provisions
21. Assignment
22. Contract Administration
23. Taxes
24. Non-discrimination and Equal Employment Opportunity
25. Permits and Responsibilities
26. Changes - Fixed Price Contract
27. Price Adjustment (Fixed Price Contract)
28. Changes (Cost-Reimbursement Contract)
29. Payments to the Contractor (Fixed Price Contract)
30. Payments to the Contractor (Cost-Reimbursement Contract)
31. Termination for Convenience - Fixed Price Contract
32. Termination for Default; Damages for Delay; Time Extensions – Fixed Price Contract
33. Definitions
34. Alterations In General Provisions
35. Contract Subject to the Availability of Funds
36. Disputes
37. Tobacco on University property

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.

I. NONPERSONAL SERVICES CONTRACT GENERAL PROVISIONS (CONT.)

applicable to this contract which the Contractor can establish would have been compensated for over the life of this contract and because of the termination or suspension would have to be absorbed by the Contractor.

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

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

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

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

4. ANTI-KICKBACK PROVISIONS AND COVENANT AGAINST CONTINGENT FEES

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

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

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

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

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

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

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

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

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

7. INDEPENDENT CONTRACTOR

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

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

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

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

8. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

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

(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

I. NONPERSONAL SERVICES CONTRACT GENERAL PROVISIONS (CONT.)

apportioned on a comparative fault basis; however, any such joint negligence on the part of the Contracting Agency must be a direct result of active involvement by the Contracting Agency.

9. INSURANCE

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

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

Contract Amount	Minimum Required limits
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

I. NONPERSONAL SERVICES CONTRACT GENERAL PROVISIONS (CONT.)

or A-110 (Uniform Administrative Requirements), and A-88 (Indirect Cost Rates, Audit, and Audit Follow-up). The Contractor shall comply with all applicable audit requirements of the OMB Circulars listed in this provision and the prime contract.

13. DISSEMINATION OF INFORMATION

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

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

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

Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality of information from education records. These measures shall be extended by contract to any subcontractors used by Contractor. Contractor shall, within one day of discovery, report to the Contracting Agency any use or disclosure of information from education records that is not authorized by this contract.

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

15. SUBCONTRACTORS, SUCCESSORS, AND ASSIGNS

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

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

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

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

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

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

17. PATENT INDEMNITY AND COPYRIGHT INFRINGEMENT

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

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

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

(b) Patent Indemnity and Copyright Infringement:

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

I. NONPERSONAL SERVICES CONTRACT GENERAL PROVISIONS (CONT.)

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

19. GRATUITIES

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

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

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

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

21. ASSIGNMENT

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

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

22. CONTRACT ADMINISTRATION

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

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

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

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

23. TAXES

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

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

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

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

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

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

I. NONPERSONAL SERVICES CONTRACT GENERAL PROVISIONS (CONT.)**26. CHANGES - FIXED PRICE CONTRACT (This provision is applicable only to fixed price contracts.)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(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.

I. NONPERSONAL SERVICES CONTRACT GENERAL PROVISIONS (CONT.)**29. PAYMENTS TO THE CONTRACTOR - FIXED PRICE CONTRACT (This provision is applicable only to fixed-price contracts.)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

or

(2) If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as the Procurement Officer may authorize in writing) after receipt of notice from the Procurement Officer specifying such failure.

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

(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

I. NONPERSONAL SERVICES CONTRACT GENERAL PROVISIONS (CONT.)

subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies, work products, or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

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

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

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

33. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

35. CONTRACT SUBJECT TO THE AVAILABILITY OF FUNDS

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

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

36. DISPUTES

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

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

37. TOBACCO ON CAMPUS

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

Version eff. 9/2017

END I. NONPERSONAL SERVICES GENERAL PROVISIONS

J. ADDITIONAL CONTRACT PROVISIONS

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

2. TERM OF CONTRACT: A contract will be awarded for the period extending from the date of execution through June 30, 2020 with options to renew for two (2) additional one (1) year periods. Renewals will be made at the sole discretion of UAA, based on, among other factors, availability of funding, satisfactory performance, and Vendor acceptance. If all option years are exercised, the contract shall expire June 30, 2022.

3. CHANGES TO CONTRACT:

3.1. UAA reserves the right, without invalidating the contract, to increase, decrease, delete, or modify the type or level of services 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 / Modification to the Contract.

3.2. UAA reserves the right to add additional services as yet undefined, as may be successfully negotiated with the Contractor. Negotiated compensation shall be inclusive of all management, supervision, profit and overhead incurred by the Contractor, unless otherwise approved in advance by the Contract Administrator.

4. F.O.B. POINT: All offers for goods and services shall be offered F.O.B. Destination:

**University of Alaska Anchorage
3211 Providence Drive
Anchorage, Alaska 99508**

Prices offered must include all costs associated with shipping, packing, and delivery to the F.O.B. point. No additional costs will be allowed.

5. CONTRACT PRICING: Prices offered shall remain firm for the life of the contract.

6. SUBCONTRACTORS: Only personnel directly employed by the Contractor shall perform all actual work. No actual work shall be subcontracted.

7. PAYMENTS: Payment is due 30 days after the completion (receipt, installation, and acceptance) by UAA of each "feature" milestone/deliverable. Invoices require summarized billing for all services rendered included in this contract. Each monthly invoice must indicate the UAA Purchase Order Number. Invoices are to be sent no later than thirty (30) days after software feature/s installation and acceptance by authorized UAA personnel.

7.1 Invoices shall be submitted to the designated UAA Contract Administrator for review and payment approval. The Contract Administrator will forward the approved invoice to UAA's Accounts Payable Department.

7.2 Payments will be due 30 days after receipt and approval of invoice.

7.3 The provisions of this paragraph do not apply if the contract or billing is in dispute. "Dispute" means a determination by a UAA Procurement Officer that the performance called for or price charged is not in compliance with the terms of the contract. Payment is considered made on the date when the payment is personally delivered to the Contractor's agent or on the date when the payment is mailed.

8. 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's regulations and procedures.

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

J. ADDITIONAL CONTRACT PROVISIONS (CONT.)

10. NON-WAIVER: 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 J. ADDITIONAL CONTRACT PROVISIONS.

K. PRICE / COST SCHEDULE

The Offeror shall state prices in the units of issue of this RFP. Prices quoted for commodities or services must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized, or the services can be provided, without further cost. All costs both direct and indirect must be identified in this RFP. Prices quoted in this RFP must be exclusive of Federal, State or Local Taxes. If the Offeror believes that certain taxes are payable by the University of Alaska, the Offeror may list such taxes separately, directly below the RFP price for the affected item.

For evaluation purposes, annual license fees for use of the software shall be based on the following typical values. Offerors are instructed to assume the same number of Users will be working on the selected software simultaneously.

<u>User Type</u>	<u>Quantity</u>
Full Editing Access	2
Principal Investigators and/or Supervisors	2
Staff and/or Students needing access	30
<u>Approximate Daily Concurrent Users</u>	6
<u>Approximate Maximum Concurrent Users</u>	6

Offerors are required to quote pricing for the software solution and services as requested below. A Total Cost must be provided for each individual year of the proposed contract term (total 3 years).

The Phase One total cost shall include all deliverables/services/components required for a successful implementation of this software/solution. A successful implementation is defined as a fully deployed and functional solution acceptable to UAA.

The Phase Two total cost shall include all deliverables/services/components required for a successful implementation of this advanced feature software/solution. A successful implementation is defined as a fully deployed and functional solution acceptable to UAA.

All Subsequent years shall only include Annual Maintenance Costs and any related supporting services.

Offerors shall submit their Cost Proposals using the provided form found within this section.

Prices proposed must include all travel expenses to include airfare, per diem, car rental, lodging etc., as well as incidental expenses such as copy charges and phone charges, etc.

A. Phase One (1)	Quantity	Unit	Unit Price	Extended Price
Cost of acquiring the software/solution, and any annual fee	1	Lot	\$ _____	\$ _____
Cost of services, to include installation, integration, documentation, training, travel, expenses, etc.	1	Lot	\$ _____	\$ _____
A. Phase One (1) Total Cost				\$ _____

B. Phase Two (2) ends 6/30/20	Quantity	Unit	Unit Price	Extended Price
Cost of the advanced feature software/solution, and any annual fee	1	Year	\$ _____	\$ _____
Cost of services, to include installation, integration, documentation, training, travel, expenses, etc.	1	Lot	\$ _____	\$ _____
B. Phase Two (2) Total Cost				\$ _____

C. Year Two (2) 7/1/20-6/30/21	Quantity	Unit	Unit Price	Extended Price
Annual cost of the software/solution (licensing fees, training, etc.)	1	Year	\$ _____	\$ _____
Cost of Support/Maintenance	1	Year	\$ _____	\$ _____
D. Year Three (3) Total Cost				\$ _____

D. Year Three (3) 7/1/21-6/30/22	Quantity	Unit	Unit Price	Extended Price
Annual cost of the software/solution (licensing fees, training, etc.)	1	Year	\$ _____	\$ _____
Cost of Support/Maintenance	1	Year	\$ _____	\$ _____
E. Year Four (4) Total Cost				\$ _____

F. Grand Total: All Years	
Total Cost: A + B + C + D	\$ _____

OFFEROR / FIRM NAME: _____

SIGNATURE: _____

SIGNER'S NAME (PRINTED): _____

END K. PRICE / COST SCHEDULE

L. PROPOSAL TRANSMITTAL & COMPLIANCE FORM

1) This RFP contains no requirements for a Bond.

I hereby acknowledge receipt of University of Alaska Request for Proposal No. P19-009 and certify that this proposal conforms to the requirements of Proposal No. P19-009 except as noted below, or "NONE". List specific exceptions, if any, below by page, paragraph, and line references. Attach additional pages as necessary.

Note: Do not submit Offeror's terms and conditions as blanket replacement of terms and conditions in these Proposal Documents.

2) Provide Alaska Business License Number: _____

3) Indicate any Alaska Preferences that Offeror may qualify for (Preferences to be applied in accordance with AS36.30):

AK Bidder Preference _____ Alaska Employment Program _____ Alaska Person with Disability _____

Alaska Veteran _____ Alaska Domestic Insurer _____ Alaska Products Preference (Indicate Class I, II, or III) _____

4) If any amendments are issued to this RFP, Offeror must acknowledge the receipt of such amendments in the space provided on the line below or by signing the amendment and submitting it with the Offeror's proposal or before the submittal deadline, unless the amendment states otherwise. Proposals that fail to acknowledge receipt of amendments may be considered non-responsive and be eliminated from further consideration.

The Offeror acknowledges receipt of the following Amendment(s):

5) I certify that I am a duly authorized representative of the firm listed above, that information and materials enclosed with this proposal accurately represent the capabilities of the firm to provide the services indicated in compliance with the requirements of the solicitation. The University of Alaska 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 proposal, or responsibility of the firm as a prospective contractor.

Offeror / Firm Name: _____

Signature: _____

Signer's Name (Printed): _____

Title: _____

Phone No.: _____

Email: _____

Date: _____

END L. PROPOSAL TRANSMITTAL & COMPLIANCE FORM

M. REPRESENTATIONS, CERTIFICATIONS, AND STATEMENTS OF OFFERORS**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 180 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 Non-segregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semi-annually, or annually).

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

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

The Contractor assures that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, or declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The Contractor agrees to insert this provision in lower tier covered transactions in accordance with federal rules and regulations implementing Executive Order 12549, the Government-Wide

Common Rule for Non-Procurement Debarment and Suspension, and Federal Acquisition Regulations (FAR), 48 CFR Subpart 9.4.

14. CLEAN AIR AND WATER CERTIFICATION

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

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

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

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

15. ANTI-KICKBACK PROVISIONS

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

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

16. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION

By submitting this offer, the 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/titleIXcompliance/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 ANTI-COMPETITIVE 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

END M. REPRESENTATIONS, CERTIFICATIONS, AND STATEMENTS OF OFFERORS

N. BONFIRE SUBMISSION INSTRUCTIONS**1. PREPARE YOUR SUBMISSION MATERIALS:**

Requested Information	File Type	# Files	Requirement Status
Completed and Signed Section L- Proposal Transmittal and Compliance Form	PDF (.pdf)	1	Required
One (1) Technical Proposal, In Accordance with Section G. Proposal Evaluation And Award	PDF (.pdf)	Multiple	Required
Completed and Signed Section K- Price/Cost Schedule	PDF (.pdf)	1	Required
Signed Copy of Any/All RFP Amendments Issued	PDF (.pdf)	Multiple	Required If Issued by UAA
Alaska Business License (If applying for Alaska Bidder Preference)	PDF (.pdf)	1	Optional
Completed and Signed Section M- Representations, Certifications, and Statement of Offerors	PDF (.pdf)	1	Required
Letter of Intent to meet insurance requirements specified in Section I of this RFP.	PDF (.pdf)	1	Required
Completed and Signed Section O- Sensitive Digital Data & Privacy Compliance Form	PDF (.pdf)	1	Required
Service Agreements, Software Licenses etc. which Offeror requests UAA insert into a final contract award document.	PDF (.pdf)	1	Required if Offeror wants UA to consider incorporation into a final contract award.

Note the type and number of files allowed. The maximum upload file size is 1000 MB. Do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

2. UPLOAD YOUR SUBMISSION USING THE FOLLOWING LINK:

<https://uaa.bonfirehub.com/opportunities/16754>

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **Tuesday, July 2, 2019 at 4:00 PM AKST.**

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 Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at Support@GoBonfire.com for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>

END N. BONFIRE SUBMISSION INSTRUCTIONS

O. SENSITIVE DIGITAL DATA & PRIVACY COMPLIANCE FORM**OUTSOURCED SERVICES & VENDOR HOSTED APPLICATIONS****VENDOR INFORMATION:**

_____ Company		_____ Date		
_____ Contact Name (Last, first, middle initial)		_____ EIN ID		
_____ Street address	_____ City	_____ State	_____ Country	_____ ZIP Code
_____ Primary phone number	_____ Other phone number	_____ E-mail address		

Type of Service (vendor shall check all those that apply)

- | | | |
|---|---|---|
| <input type="checkbox"/> Database Storage | <input type="checkbox"/> in countries other than the U.S. | <input type="checkbox"/> PII data used |
| <input type="checkbox"/> Application Host | <input type="checkbox"/> Contracted Services | <input type="checkbox"/> SAS 70 available |

Please describe nature of all applicable security measures installed and integral to the checked services above. Include location of hosted or stored data. **Include sufficient detail to determine compliance.**

Vendor Comments:

O. SENSITIVE DIGITAL DATA & PRIVACY COMPLIANCE FORM (CONT.)

Please describe both disaster recovery and business continuity plans. Use the following questions as a guide in your response. **Include sufficient detail to determine compliance.**

- Can I audit your BC/DR plans?
 - Can I review your BC/DR planning documents?
- Geographically, where are your recovery centers located?
 - In the event of a failure at one site, what happens to my data?
 - Can you guarantee that my data will not be moved outside of my country/region in the event of a disaster? (University data should never leave the country.)
- What kinds of service-levels can you guarantee during a disaster?
 - What are my expected/guaranteed recovery time objective (RTO) and recovery point objective (RPO)?
- What method do you use to backup data (tape, disk, etc)? How often are backups occurring?
 - If I have data loss, what is the protocol for restoring from backup?
 - What is the retention policy for these backups?
 - Where are the backup copies being stored?
- How resilient is your data center facility?
 - Is it a Tier III or IV equivalent according to the Uptime Institute?
 - Are your systems SAS-70 Type II or SSAE 16 Type 2 compliant?

Vendor Comments:

O. SENSITIVE DIGITAL DATA & PRIVACY COMPLIANCE FORM (CONT.)**Notes:**

All companies providing IT goods and services are required to keep all data strictly confidential and are required to follow all applicable FERPA, GLBA, HEOA, HIPAA, ITAR, FTC Red Flag, PCI, and GASB 51 guidelines. Failure to do so will result in contract administrative action. Signature on this document indicates the Offeror's unilateral compliance with all applicable guidelines and laws.

Offerors Signature _____ Date _____

FOR UAA ADMINISTRATIVE USE ONLY

	COBIT 5 Framework for the governance and management of enterprise IT	
1	Appropriate legal entity descriptions (3.1.1.2.2)	
2	Clear understanding of intellectual property ownership (3.1.1.2.3)	
3	Clear delineation of each party's responsibilities (3.1.1.3.1 & .2)	
4	Contract term and renewal dates documented (3.1.1.3.3)	
5	SLA Quantitative and Qualitative Metrics reasonable and Measurable (3.1.1.4.1 & .2)	
6	Defined Payment schedule (3.1.1.5.1)	
7	Problem resolution process defined (3.1.1.6.1)	
8	Penalties for nonperformance are reasonable and enforceable; restitution provided to university (3.1.1.7.1)	
9	Process for dissolution provides for assurances of contracted services and remedies during the notice period (3.1.1.8.1)	
10	Reporting procedures, including content, distribution and frequency addressed (3.1.1.9.1)	
11	Access levels for both parties' representatives clearly defined (3.1.1.10.1)	
12	Security requirements and responsibilities clearly defined and aligned with university policy (3.1.1.10.2)	
13	Vendor required to sign nondisclosure agreements (3.1.1.11.1)	
14	Right-to-audit clauses are included in contract (3.1.1.12.1)	
15	Process of proposing and executing out-of-scope services/responsibilities clearly defined (3.1.1.13.1)	
16	Is work reasonably warrantied?	
17	Is the university indemnified and held harmless?	
18	Are acts of God reasonably addressed in the contract?	
19	Does vendor have reasonable duty to notify consumer and accept reasonable responsibility to data breach?	
20	Does the university have decision authority to comply with subpoenas, orders, and warrants?	
21	Is the vendor required to enforce university data retention requirements?	
22	Does the vendor have data back-up obligations?	
23	Is the location of data specified for compliance reasons (cannot be out of country)?	

END O. SENSITIVE DIGITAL DATA & PRIVACY COMPLIANCE FORM