



Request for Proposals No. P20-002

UAA OFFICE OF THE REGISTRAR MICROGRAPHIC CONVERSION SERVICES

The University of Alaska (UA) is soliciting proposals to establish a Microfilm and Microfiche Conversion Services Contract for the Office of the Registrar at its campus in Anchorage (UAA). The successful Offeror shall furnish all services in strict accordance with the specifications, provisions, and terms & conditions of this RFP.

DELIVER PROPOSALS ELECTRONICALLY TO:

University of Alaska Procurement and Contract Services
Via the BONFIRE Portal
(See Instructions on Page 44)

PROPOSALS MUST BE RECEIVED NO LATER THAN:

Friday, May 22, 2020
4:00PM AKDT

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

CONTACT FOR RFP INQUIRIES:

Carson Davis, Senior Contracting Officer
UA Procurement and Contract Services
E-mail: crdavis4@alaska.edu
Phone: 907-786-1341

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

ANTICIPATED CALENDAR OF EVENTS

RFP Published	Friday, May 1 2020
Questions Due from Offerors	Tuesday, May 12, 2020
Proposal Due Date/Time	Friday, May 22, 2020 4:00PM AKDT
Estimated Notice of Intent to Award Date	Tuesday, June 2, 2020
Estimated Contract Award	Friday, June 12, 2020
Estimated Commencement of Services	Friday, June 19, 2020

This RFP is available for downloading at: <http://aws.state.ak.us/OnlinePublicNotices/Default.aspx>.

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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 submission instructions on Page 44.

(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 FORM from this Request for Proposals shall be submitted as the cover sheet of each proposal.

3. Pre-proposal Conference:

A Pre-Proposal Conference/Site visit will not be held. Any questions by the Offeror must be submitted in writing to UA Procurement and Contract Services via email to Carson Davis at crdavis4@alaska.edu. All changes to the solicitation shall be issued via written amendment by UA Procurement and Contract Services. It is the sole responsibility of the Offeror to determine, that they are in possession of all amendments prior to the RFP submittal deadline.

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.

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.

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(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).

16. Protest:

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- a. Protest of Solicitation:** An interested party may protest the specifications and/or terms and conditions of this RFP provided that such protest is submitted to UA Procurement & Contract Services, at the address listed on the RFP Cover Page, not later than the close of business three (3) working days prior to the closing date listed herein, or listed in any subsequent Amendments to the RFP. A protest of the specifications and/or terms and conditions of this RFP which is not filed 3 working days prior to the closing date shall be rejected as untimely.
- b. Protest of Award:** An interested party may protest an award under this RFP to the Procurement Officer provided that such protest is submitted to UA Procurement & Contract Services at the address listed on the RFP Cover Page not later than ten (10) days after issuance of the Notice of Intent to Award. A protest of an award of a contract resulting from this RFP not filed within 10 days after issuance of the Notice of Intent to Award shall be rejected as untimely.
- c.** A protest must be filed in writing and must include the following information
- The name, address and telephone number of the protester.
 - The signature of the protester, or the protester's representative.
 - Identification of the contracting agency and the solicitation at issue.
 - A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents.
 - The form of relief requested.
- d.** UA does not guarantee that a protest of a solicitation will result in an amendment to the terms and conditions, or postponement of the closing deadline. Nor does it guarantee postponement of award of a contract resulting from this RFP. Such action shall be taken only if the responsible Procurement Officer determines in writing that the protest has merit, is likely to be upheld, and that amendment, postponement, or other action is not contrary to UA's best interests. The Procurement Officer will issue a written decision within fourteen (14) days after date of filing of the protest. An appeal from a decision of a Procurement Officer may be filed with the Chief Procurement Officer not later than ten (10) days after the decision is received by the protester. The decision of the Chief Procurement Officer will be issued within fifteen (15) days after completion of the appeal report and comment period as prescribed by AS 36.30.

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 may be 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

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University can reasonably anticipate sufficiently similar quality, capacity, durability, performance, utility and productivity as provided by the specified "or equal" product.

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 shall have a valid Alaska business license at the time the contract is awarded. To qualify as an Alaska bidder under AS 36.30.321, and Offeror shall have a valid Alaska business license at the time designated, in the RFP, as the deadline for submitting proposals. Acceptable evidence that the Offeror possesses a valid Alaska business license may include any one of the following:

- a. Certification in the proposal that the Offeror has a valid Alaska business license and has written the license number in the space provided on the solicitation.
- b. Copy of the Alaska business license.
- c. A canceled check that demonstrates payment for the Alaska business license fee.
- d. A copy of the Alaska business license application with a receipt stamp from the State's business license office.
- e. A sworn notarized affidavit that the Offeror has applied and paid for the Alaska business license.

24. Alaska Bidder Preference:

In accordance with UA Procurement Policy 6.23(c)(1), the procurement officer shall award a contract based on solicited offers to the lowest responsive and responsible Offeror either earning the greatest number of evaluation points, or providing the best value, after an Alaska bidders preference of five percent (5%) has been applied to the price offer of each qualified Alaska Offeror.

An "Alaska Bidder" is a person who:

- (1) holds a current Alaska business license;
- (2) submits an offer 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 offeror or employee of the offeror for a period of six months immediately preceding the date of the offer;
- (4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship, and the proprietor is a resident of the state or is a partnership, and all partners are residents of the state of the state;
- (5) if a joint venture, is composed entirely of ventures that qualify under (1) – (4) of this provision.

25. Additional Bidder Preference Entitlement:

In accordance with AS 36.30.321(a) through (g), preference may be applied to an offer submitted by any qualified state certified employment program, person with disability, and/or employer whose employees include fifty percent (50%), or more, persons with a disability.

- a. In accordance with AS 36.30.321(b) and (e), a fifteen percent (15%) preference may be applied to offers received from any qualified Alaskan bidder who qualifies as a state certified employment program.
- b. In accordance with AS 36.30.321(d) and (e), a ten percent (10%) preference may be applied to offers received from any qualified Alaska bidder who qualifies as:
 1. A sole proprietorship owned by a person with a disability;
 2. A partnership, if each of the partners is a person with a disability; or
 3. A corporation that is wholly owned by individuals and each of the individuals is a person with a disability.
- c. Preference under this section may be claimed only by qualified Offerors who, at the closing time for receipt of proposals stipulated herein, are on the 2014 Approved List for Procurement Preference of qualified employment entities

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maintained by the State of Alaska, Department of Labor and Workforce Development, Division of Vocational Rehabilitation.

- d. A preference under this section is in addition to any other preference for which the Offeror qualifies, including the Alaska Bidder Preference. However, an Offeror shall not receive more than one of the disability preferences outlined in AS 36.30.321(d).
- e. If a Bidder or Offeror qualifies as an Alaska bidder and is a qualifying entity, a five percent preference shall be applied to the price in the bid or proposal. The preference may not exceed \$5,000. In this subsection,
 - (1) "Alaska veteran" means an individual who is both a resident of the state and a veteran;
 - (2) "qualifying entity" means a
 - (A) sole proprietorship owned by an Alaska veteran;
 - (B) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;
 - (C) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans;
 - or
 - (D) corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans;
 - (3) "veteran" means an individual who
 - (A) served in the
 - (i) armed forces of the United States, including a reserve unit of the United States armed forces; or
 - (ii) Alaska Territorial Guard, the Alaska Army National Guard, the Alaska Air National Guard, or the Alaska Naval Militia; and
 - (B) was separated from service under a condition that was not dishonorable.

26. 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.

27. 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: UA may (1) reject any or all proposals if such action is in UA'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 UA 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 UA terms and conditions and (Company / Offeror's Name) terms and conditions attached, the UA 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	<p>Electronic Submission of all documentation is required via the following method: BONFIRE Portal.</p> <ul style="list-style-type: none"> • Reference BONFIRE Portal Submission Instructions on Page 44 <ol style="list-style-type: none"> 1) List of Documents (Required and Optional) 2) Hyperlink for Uploading Offeror Documents
X	Section M - Proposal Transmittal Form shall serve as the cover sheet for the Offeror's technical proposal. The Proposal Transmittal Form must be properly completed and signed.
X	Section N - Statement of Compliance Form. The Statement of Compliance Form must be properly completed and signed.
X	Section L - Cost/Price Schedule must be properly completed, signed and submitted.
X	The Offeror must submit one (1) Technical Proposal via the BONFIRE Portal, which includes all requirements specified in Section G. Proposal Evaluation And Award.
X	All amendments that require acknowledgment shall be acknowledged 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 Form. Reference Section C. UA Instructions to Offerors, Items 23-24.
X	Section O- Representations, Certifications, and Statement of Offerors must be properly completed, signed and submitted.
X	A letter of intent included in the technical proposal indicating how the Offeror shall meet the insurance requirements detailed in Section I. Non-Personal Services Contract General Provisions.

END E. CHECKLIST OF REQUIRED SUBMITTALS

F. SCOPE OF WORK

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

BACKGROUND INFORMATION

The University of Alaska (UA) 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 (UAA) is the largest of UA’s three regional universities. 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.

UA is soliciting proposals to establish a Microfilm and Microfiche Conversion Services Contract for the UAA Office of the Registrar. The successful Offeror shall furnish custodial services in strict accordance with the specifications, provisions, and terms & conditions of this RFP.

PROPOSED TIMELINE OF RFP PROCESS

The timeline set out herein represents 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 contract period of performance will be a six month period commencing from the date of execution. UA, at its sole discretion, may renew / extend the contract for a total of one (1) additional year by exercising Renewal Options of six (6) months each. Renewals / Extensions will be contingent on availability of funding, satisfactory performance, and Offeror acceptance.

ANTICIPATED CALENDAR OF EVENTS

RFP Published	Friday, May 1 2020
Questions Due from Offerors	Tuesday, May 12, 2020
Proposal Due Date/Time	Friday, May 22, 2020 4:00PM AKDT
Estimated Notice of Intent to Award Date	Tuesday, June 2 2020
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INTRODUCTION

The University is seeking a Contractor to furnish all necessary resources and services as required to perform Microfilm and Microfiche Conversion Services as specified in, and in strict compliance with, this Request for Proposals, its specifications, provisions, terms, and conditions, including but not limited to personnel (management, supervision, and labor), equipment and supplies.

Quality of service and security of records are of the utmost importance to the University. The Contractor shall provide secure retrieval of records from, and secure return of records to, to the UAA Office of the Registrar.

1. REQUIRED GOODS AND SERVICES: The Contractor shall convert student records and transfer catalogs currently stored on microfiche and microfilm to digital images.

1.1 The Contractor shall pick up all applicable files and securely return the files to the University upon request, on a continuing basis throughout the project.

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- 1.2 All digitized images shall be consistently cataloged by name, date and type of record and returned to the University for long-term storage and access. All images must be digitized using Optical Character Recognition (OCR) to ensure that all records are text-searchable.
- 1.3 All digitized images must be in Grayscale with an image quality of 300 Dots Per Inch (DPI) or better.
- 1.4 The University shall take possession of all digitized images upon conversion. The Contractor shall not be required to host the digitized images upon completion of the project.

2. TYPE AND QUANTITY OF FILES FOR CONVERSION: The UAA Office of the Registrar maintains eleven (11) file cabinet drawers of microfilm and microfiche containing student record information and transfer catalogs. The historical records are dated from approximately 1950 to 1996.

- 2.1 The microfiche files consist of approximately 87,000 cards containing approximately 14,760,000 images.
- 2.2 The microfilm files consist of approximately 266 rolls containing approximately 665,000 images.

3. PROJECT TIMELINE: The required project timeline is a period of six (6) months from the date of contract execution.

4. FILE LOCATION AND ACCESSIBILITY: The Contractor shall provide the University with access to all University files during the duration of the project.

- 4.1 The Contractor shall establish a process for relocation of all files from the University to the Contractor's premises for digitization, with protocols for maintaining security of records and prevention of damage in transit.
- 4.2 Students will continue to request their official transcripts, and transcripts in microfiche and microfilm are part of their academic records. To comply with these requests, the University must have quick access to all records throughout the project duration. The Contractor shall provide the University with access to files within 24 hours of a request.

5. SECURITY: In accordance with the Family Educational Rights and Privacy Act of 1974 (FERPA), all records must be maintained in a secure location and accessible to only those employees with direct involvement in the project. If the Contractor intends to utilize subcontractors to complete any portion of the project, credentials and operating procedures must be detailed in the submitted proposal.

6. UAA CONTRACT ADMINISTRATOR: UAA will name a Contract Administrator who shall act on behalf of the University regarding all aspects of resulting contract.

- 6.1 Except as otherwise specified herein, the Contractor's Contract Manager will be responsible for coordinating all matters with UAA's Contract Administrator. The Contract Administrator shall have complete authority to require the Contractor to comply with all provisions of the contract. The Contractor shall strictly and promptly follow the instructions of the Contract Administrator. UAA shall promptly notify the Contractor in writing if the Contract Administrator is changed.
- 6.2 The Contract Administrator is empowered to make changes related to temporary increases or decreases for services with existing pricing established as a result of this solicitation, or subsequent negotiation, without a formal contract modification. The Contract Administrator and Contractor's Contract Manager shall determine which method of communication shall be used for these temporary changes. Communication may be verbal followed up with a written request for the increase or decrease in service. All suspensions or additions of service initiated by the Contract Administrator, or designee, shall be binding on UAA and the Contractor. Formal contract modifications will not be issued for frequent temporary changes.
- 6.3 The Contract Administrator has no authority to change the terms and conditions of the contract. This may be accomplished only by written Change Order/Modification to Contract issued by UA Procurement and Contract Services.
- 6.4 The Contract Administrator will inform the Contract Manager of deficiencies or complaints on behalf of the University.

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6.5 The Contractor shall provide the Contract Administrator, or designees, free and easy access to inspect progress of the services at all times. This shall include inspection of the types and quantities of equipment and all other materials used to assure compliance with the requirements of the contract.

7. CONTRACTOR'S CONTRACT MANAGER: The Contractor shall assign a Contract Manager, who shall have full authority to act for the Contractor in all matters relative to the performance of the Contract.

7.1 The Contract Manager shall meet with the Contract Administrator to discuss any matters of concern to both parties and to make all necessary corrections to meet contract standards. Deficiencies shall be dealt with in accordance with the provisions contained herein.

7.2 The Contract Manager shall be responsible ensuring quality of services and compliance with the contract. In the event that services rendered are determined to be unsatisfactory, the Contract Administrator shall work with the Contract Manager to remedy any deficiencies.

7.3 The Contract Manager, or designee, shall have, maintain, and check daily an email address to facilitate prompt resolution of problems.

END F. SCOPE OF WORK

G. PROPOSAL EVALUATION AND AWARD

1. BASIS OF AWARD:

Pending availability of funding, UA will award a contract resulting from this RFP to the responsive, responsible Offeror whose proposal, conforming to the RFP requirements, receives the greatest number of evaluation points, price and other factors considered, as outlined herein. This methodology permits award of a contract to an Offeror whose proposal does not offer the lowest price. Conversely, it also permits award to an Offeror whose proposal does not receive the highest technical score.

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 its 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:

Prior to review by the evaluation committee, all proposals will be evaluated to determine if they are responsive to the administrative and submittal requirements of the RFP as to form, format, and substance. This administrative evaluation, performed by the responsible Procurement Officer, will determine that:

1. Proposal was received on time.
2. Proposal was submitted in the correct format (electronic files).
3. Correct forms were submitted (See Required Forms below): one electronic file containing the technical proposal and all required submittal forms; a second electronic file containing the Rate Response Form.
4. Proposal forms were properly completed, signed and dated.
5. All other necessary forms are included.
6. All material alterations or erasures to any forms, if any, were initialed by the signer of the proposal, and noted on the RFP Statement of Compliance Form.
7. Proof of Alaska Business License, as may be required.
8. The Offeror has no conflicts of interest regarding any services requested under this RFP

Proposals failing to comply with all administrative requirements may be declared non-responsive and removed from further consideration.

Proposals which comply with the preliminary administrative requirements of the RFP will be forwarded to a Proposal Evaluation Committee (PEC) made up of UA representatives, and others as may be described herein, to score or rate proposals for technical merit according to the criteria included herein (see below). The committee will serve under the guidance of the Procurement Officer, who serves as chair and ex officio member of the committee.

4. EVALUATION CRITERIA:

Proposals will be evaluated and scored using the following criteria:

CRITERION	WEIGHT
Management Team/Approach	15
Provision of Services	30
Qualifications/Experience	15
Cost/Price Schedule	40

The Technical, or Non-Price evaluation will be performed by the evaluation committee and consists of the first three criteria listed above (Management Team/Approach, Provision of Services, and Qualifications/Experience), counting for 60% of the possible evaluation points (600 points). Price will be evaluated by the responsible Procurement Officer and count for 40% of the evaluation points (400 points).

5. SCORING METHOD:

Non-Price (60%): Proposals will be evaluated on non-price criteria as follows. Each member of the PEC will independently enter a scaled rating of 1 to 10 with 10 being the highest for each criterion outlined above. The scaled rating will then be

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multiplied by the weight to produce a weighted score for each factor. For example, if an evaluator assigned a scaled rating of 10 for criterion 1 – Management Team/Approach, above, it would result in a raw weighted score of 150 (10 points X 15 [weight] = 150). The weighted scores of all non-price factors will then be summed to provide a total weighted technical score for each proposal from each evaluator. The aggregate score of each proposal will then be divided by the number of evaluators to produce an average non-price technical score for each proposal. The highest number of technical points attainable is 600. If an offer fails to earn sufficient points to place it within the competitive range, as described below, the offer may be found non-responsive and removed from further consideration for award.

Upon completion of the non-price evaluation, discussions, requests for clarifications, or negotiations (without divulging competitors' pricing, or standing) may be conducted with all qualified Offerors, or those Offerors who fall into a clear competitive range. Based upon the results of the scoring, UA may seek clarifications from all offerors in the competitive range. The competitive range shall include all proposals receiving a technical score high enough to remain under consideration for award when ranked with other proposals received. This is not a strict mathematical formula and may not be challenged on that basis except in the case of obvious arithmetic errors.

After establishing the competitive range, the Procurement Officer will ensure that all offerors under consideration are provided an opportunity to clarify, confirm, or otherwise respond to questions. This process will be sufficiently formal to ensure equity among offerors, and will be fully documented. If, during discussions, it is determined that there is a need for any substantial clarification of, or change in the RFP, an amendment will be sent to all interested parties. Requests for substantial clarification, and/or any amendments are valid only if issued in writing by the responsible Procurement Officer.

General questions shall be directed to all offerors. However, questions which pertain only to a particular proposal shall be sent only to that offeror. Offerors who fail to respond with requested information by the deadline stipulated, or who fail to adequately support apparent discrepancies, imbalances, or disproportionate submittals, may be declared non-responsive and thereby eliminated from further consideration.

Upon receipt of clarifications, individual members of the PEC may adjust each offeror's score, if necessary, to reflect any new information. Should it be necessary, as a result of additional information obtained during this clarification process, to amend the RFP, a written amendment may be issued.

Price (40%): Price shall not be disclosed to the members of the PEC until the technical evaluation process is completed. Points for price will be calculated by the Procurement Officer, based upon the pricing information submitted by each Offeror on the Cost/Price Schedule, as follows:

- The Alaska Bidder Preference shall be applied, where applicable (note that UA Procurement Policy requires that preferences be applied to price only for RFP evaluation.)
- The maximum number of points allowable for price shall be given to the responsive, responsible proposal with the lowest reasonable price. (For purposes of this RFP, this number is 400, 10 points X 40 [weight])
- Price points for the remaining responsive, responsible proposals shall be calculated as follows:
 - (a) multiply the lowest priced proposal price by the assigned weight for price. Divide that number by the price of each higher priced proposal. This produces a mathematically proportional assignment of price points. See the example below:
 - (1) Offer A is \$35,000, Offer B is \$45,000, Offer C is \$50,000. Therefore,
 - (2) Assume Price is given a weight of 40. Offer A receives 400 points.
 - (3) Offer B's price points are calculated as follows:
$$\frac{\$35,000 \times 400}{\$45,000} = 311 \text{ (rnd) Price points for B}$$
 - (4) Offer C's price points are calculated as follows:
$$\frac{\$35,000 \times 400}{\$50,000} = 280 \text{ Price points for C}$$
 - (b) If additional rounds of price competition are required, the steps above are repeated for each subsequent price submittal.

6. BEST AND FINAL OFFERS:

UA reserves the right to request clarifications and request a best and final offer (BAFO) from each Offeror within the competitive range. However, UA also reserves the right to make award of a contract based exclusively on the submitted proposals without seeking a BAFO.

END G. PROPOSAL EVALUATION AND AWARD.

H. PROPOSAL CONTENT REQUIREMENTS

1. PROPOSAL TRANSMITTAL FORM AND STATEMENT OF COMPLIANCE FORM

The Offeror shall include a fully completed and signed Proposal Transmittal Form (located in section M of this RFP) as the cover sheet to the RFP. The Offeror shall include a fully completed and signed Statement of Compliance Form (located in section N of this RFP) with their proposal. Failure to include these forms fully completed and including original signatures shall cause the proposal to be declared non-responsive and eliminated from further consideration.

2. MANAGEMENT TEAM/APPROACH (15 POINTS)

At a minimum, the Offeror shall provide the following information:

A narrative description or organizational chart specific to the key personnel assigned to accomplish the work called for in this RFP, illustrating the lines of authority, designating the positions responsible and accountable for the completion of required services.

Qualifications of the proposed Contract Manager and other key personnel, to include background and experience relevant to this position, applicable licenses or certifications held, professional association affiliations, and education. Note: UA reserves the right to interview the Offeror's designated Contract Manager candidate.

A description of the Offeror's management philosophy that will ensure UAA that this contract will be managed successfully.

A description of the Offeror's approach to addressing daily complaints and or deficiencies, ensuring immediate correction and elimination of repeat deficiencies in the future.

A list and/or examples of the aids to be used to measure the performance of the digitization services to be provided at the UAA Campus.

Any suggested revisions to the UA's requirements as delineated in the Scope of Work section which could result in the required level of quality at a lower cost.

Description of the preferred and required timeline between contract execution and service start date. Include a "high level" schedule which includes significant activities and milestones during this period.

3. PROVISION OF SERVICES (30 POINTS)

Staff

At a minimum, the Offeror shall provide the following information:

Description of the number and type of staff that will be engaged to provide required services on a daily basis. Identify any other personnel support that will be provided throughout the duration of the contract.

Description of the type and length of training to be provided to each employee and verification methods used to determine that the employee has the skills, and abilities sufficient to meet the demands of this contract.

Documentation of employee rules of conduct, employee responsibilities to maintain equipment, proper identification procedures, pertinent communication training, and policy to ensure data security.

Description of the decision-making authority of the various positions required for these services.

Quality of Service

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Detail how your firm will accomplish the required digitization services and meet the quality standards established in the Scope of Work of this RFP. Elaborate on the method of communication to provide regular progress reports to the UAA Contract Administrator.

Examples of written work instructions/procedures that would be established to meet contractual requirements.

Description of any inspection program the Contractor shall implement to ensure quality and prevent any decline in the level of service. This shall include the number and pattern of inspections, sample forms to be used, and methods of identifying performance deficiencies.

The University is interested in but does not require, Secure, Family Educational Rights Privacy Act (FERPA)-compliant permanent destruction of the microfiche and microfilm files after digitization. If capable, detail your firm's capabilities with regard to this service. Identify the process for confirming that all digitized records are of good quality before any destruction of existing records occurs. Describe how your firm will work with UAA during this process.

Security of Records

Describe how your firm secures UAA's records while they are stored at your facility. Describe how your firm protects against data breach, your firm's protocol in the event of a breach, and how your firm will ensure that the University maintains FERPA compliance. Describe the guarantees your firm offers, if any.

There are no existing back-ups of the records stored on UAA's microfiche and microfilm. UAA is required to maintain most of the data in these records permanently. The Contractor shall pick up all applicable files and securely return the files to the University upon request, on a continuing basis throughout the project. Detail your firm's policies and procedures for protection of records, prevention of damage, and prevention of loss during movement from the University to your facility. Describe any guarantees offered with regard to and security of records during movement.

Accessibility of Records

Detail how your firm will provide UAA with access to UAA's records while the records are in your possession. Students will continue to request their official transcript, and transcripts in microfiche and microfilm is part of their academic records.

UAA requires access to all records within 24 hours of request over the term of the contract. Describe how your firm will provide this access.

Describe how your firm will securely provide the documents upon UAA's request.

Equipment and Supplies

The Offeror shall provide the following information:

A complete list of the equipment that will be used in support of the requirements of this contract. The list for each type of equipment shall include:

- Type
- Brand/Model
- Approximate Age
- Quantity
- Currently owned or leased, or needs to be acquired

4. QUALIFICATIONS/EXPERIENCE (15 POINTS)

Qualifications and Experience include information that allows UA to get an in-depth view of the Offeror's overall technical ability to successfully execute a contract of this size, scope, and complexity with quality and efficiency.

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 its qualifications to manage and complete the requirements of this solicitation. An Offeror's past performance will be evaluated to determine the quality of work previously

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provided and to assess the relative capability of the Offeror to effectively accomplish the requirements of this solicitation. UA may obtain information from references provided by the Offeror, customers known to UA, 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.

At a Minimum, the Offeror shall provide the following information:

A list of a minimum of three (3) references, preferably for Alaskan contracts similar in size, scope, and complexity, and completed during the last three (3) years or currently in progress. Include the following:

- Name of the company or institution
- Description of the work performed
- Administrative contracting officer names, phone and email address
- Identify any special accomplishments associated with the contract

Information detailing any problems encountered on the above contract(s) and subcontracts identified and any corrective actions taken. Provide a brief description of any pending disputes or claims. Be specific in identifying problems and describing their resolutions.

Evidence that the Offeror has the capacity and capability to provide appropriate quantity and quality of personnel and equipment resources and expertise to perform the required services.

6. COST PROPOSAL (40 POINTS)

Offerors shall complete the Price / Cost Schedule provided in Section L 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 shall not be included in any other part of the Offeror's proposal unless specifically requested.

END H. PROPOSAL CONTENT REQUIREMENTS.

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I. NON-PERSONAL SERVICES GENERAL PROVISIONS

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5. Contract Work Hours and Safety Standards Act
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9. Indemnification and Hold Harmless Agreement
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33. Termination for Default; Damages for Delay; Time Extensions – Fixed Price Contract
34. Definitions
35. Alterations In General Provisions
36. Contract Subject to the Availability of Funds
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38. Debarred, Suspended and Ineligible Status

1. UTILIZATION OF SMALL BUSINESS, MINORITY-OWNED, WOMAN-OWNED, AND ECONOMICALLY DISADVANTAGED SMALL BUSINESS CONCERNS AND LABOR SURPLUS AREA FIRMS

In the event the Contractor subcontracts any part of the work to be performed under this contract, the Contractor agrees to make good faith efforts to utilize small business concerns; woman-owned, minority-owned, and other economically disadvantaged small business enterprises; and federally identified labor surplus area firms to the maximum extent consistent with the efficient performance of this contract. The Contractor shall include this provision, including this statement, in every subcontract.

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

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

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

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

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

(b) The Contracting Agency may at any time terminate (convenience termination) or suspend work under this contract for its needs or convenience. In the event of a convenience termination or suspension for more than 3 months, the Contractor will be compensated for authorized services and authorized expenditures performed to the date of receipt of written notice of termination or suspension plus reasonable termination settlement costs as determined by the Contracting Agency. No fee or other compensation for the uncompleted portion of the services will be paid except for already incurred costs applicable to this contract which the Contractor can establish would have been compensated for over the life of this contract and because of the termination or suspension would have to be absorbed by the Contractor.

(c) If federal funds support this contract, and the Contracting Agency's prime contract or grant agreement is terminated by the federal sponsor, resulting accordingly in termination of this contract, settlement for default or convenience termination must be approved by the primary funding source and shall be in conformance with the applicable sections of the 48 Code of Federal Regulations (CFR), Federal Acquisition Requirement (FAR), 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

(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 may be adjusted as provided in this clause for convenience termination.

4. ANTI-KICKBACK PROVISIONS AND COVENANT AGAINST CONTINGENT FEES

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(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 \$100,000, or if for construction, the contract amount exceeds \$2,000 (40 U.S.C. 3141-3148).

The Contractor and its subcontractors shall comply with applicable federal labor standards provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C.3701-3708).

6. CLEAN AIR AND WATER (This provision is applicable if the contract amount exceeds \$150,000.)

(a) The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

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

7. PROCUREMENT OF RECOVERED MATERIALS (2 CFR § 200.322) All contractors/subcontractors/vendors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. All purchases of items designated in 40 CFR Part 247, which are in excess of \$10,000, must contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

8. 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.

9. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

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

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

10. INSURANCE

(a) It is agreed that the Contractor, and any subcontractor, shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the insurance and endorsements required under this Clause, and to provide within (10) days of the Notice of Intent to Award a contract and prior to receiving a fully executed contract, proof of insurance and endorsements of the kind and amounts stated. Limits may be a combination of primary and excess (umbrella) policy forms. Without limiting its indemnification, the Contractor shall maintain, until acceptance of the project by the University, coverage of the kinds and minimum amounts set forth below.

All insurance limits are minimum. If the Contractor's policy contains higher limits, the University shall be entitled to coverage to the extent of such higher limits. The University, at its sole discretion, may raise or lower the limits required. Certificates of Insurance and Endorsements, on forms reasonably acceptable to the University, must provide for a 30-day prior notice to the University of cancellation or non-renewal of the policies except in the event of non-payment of premium, in which case, ten (10) days prior notice shall be provided. Failure to furnish satisfactory evidence of insurance or endorsements or lapse of a policy is a material breach and grounds for termination of the Agreement. All certificates shall reference the policy number and this Contract. The University is the "University of Alaska" and is to be so identified on all certificates.

(b) Comprehensive (Commercial) General Liability Insurance (CGL): With coverage limits not less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregates where generally applicable and shall include premises-operations, independent contractors, products/completed operations, broad form property damage, blanket contractual, and personal injury endorsement. Each CGL policy required of the Contractor and sub-contractors by this Agreement shall be endorsed to name the University as an additional insured.

(c) 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 for the states where work is 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. This coverage must include statutory coverage for states in which employees are engaging in work. Where applicable, coverage for all federal acts (i.e., U.S.L. & H and Jones Act) must also be included. Each Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the University.

(d) Business Auto Liability Insurance: Contractor is required to maintain automobile liability insurance with a limit of not less than \$500,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Each policy required of the Contractor and subcontractors by this Agreement shall be endorsed to name the University as an additional insured, and shall be endorsed with a waiver of subrogation in favor of the University.

(e) Proof of Insurance: The Contractor shall furnish the University with a Certificate of Insurance or, where requested by the University, the policy declaration page, with required endorsements attached thereto showing

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the type, amount, effective dates, and dates of expiration of all policies. The Contractor agrees, to the extent and in the manner required by the Contracting Officer, to submit for the approval of the Contracting Officer, copies of any insurance policies maintained by the Contractor specified in connection with the performance of this contract.

11. 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.

12. AUDIT, EXAMINATION AND RETENTION OF RECORDS

(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.

(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 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

(c) 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.

(d) The Contractor shall include the substance of this provision, including this statement, in all subcontracts.

13. CONFIDENTIALITY 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.

(d) 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

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

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

18. OFFICIALS NOT TO BENEFIT

(a) 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.

(b) Contractors that apply or bid for an award exceeding \$100,000 must file the required certification subject to the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

19. GRATUITIES

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

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

20. ORDER OF PRECEDENCE OF DOCUMENTS AND PROVISIONS

In the event of any inconsistency between provisions of this contract, the inconsistency shall be resolved by giving precedence in the following order:

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

21. ASSIGNMENT

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

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

22. CONTRACT ADMINISTRATION

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

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

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

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

23. TAXES

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

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

24. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

25. PROTECTION OF MINORS

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

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

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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 UA;

(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 UA that all contractors shall, at all times, be respectful of minors.

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

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

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

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

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

or completion schedule, or both; and (2) other affected terms and shall modify the contract accordingly.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) Payments shall be based on approved Contractor's invoices submitted in accordance with this article. The sum of payments shall not

exceed allowable compensation stated in purchase order(s) and no payments shall be made in excess of the maximum allowable total for this contract.

(b) Contractor's invoices shall be submitted when services are completed, or monthly for months during which services are performed, as applicable, in a summary format, which details costs incurred for each item identified in the project budget. Backup documentation including but not limited to invoices, receipts, proof of payments and signed time sheets, or any other documentation requested by the Contracting Agency's Contract Administrator, is required, and shall be maintained by the Contractor in accordance with cost principles applicable to this contract. Contractor invoices shall be signed by the Contractor's official representative, and shall include a 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 2 CFR 200 shall be used as criteria in the determination of allowable costs.

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

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

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

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

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

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

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

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

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

(c) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform arises out of causes beyond the control and without the fault or negligence of the

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

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

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

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

34. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

36. CONTRACT SUBJECT TO THE AVAILABILITY OF FUNDS

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

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

37. DISPUTES

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

(b) Penalties for making misrepresentations and fraudulent claims relating to a procurement or contract controversy are prescribed in AS 36.30.687.

38. DEBARRED, SUSPENDED AND INELIGIBLE STATUS Contractor certifies that it has not been debarred, suspended, or declared ineligible nor is it included on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with Executive Orders #12549 and #12689. Contractor will immediately notify the Contracting Agency if Contractor is placed on this list.

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END I. NON-PERSONAL SERVICES GENERAL PROVISIONS.

J. SUPPLEMENTAL PROVISION FOR VENDORS AND CONTRACTORS PROVIDING SERVICES AT UNIVERSITY FACILITIES RELATED TO COVID-19 MANDATES

Pursuant to the situation caused by the COVID-19 pandemic and State of Alaska Health Mandates, the University of Alaska (University) is allowing contractors, consultants, vendors, and subcontractors to be on University property or participate in-person in University operations if their services are required to perform an essential service or provide critical infrastructure.

University of Alaska COVID-19 updates are published at: <https://sites.google.com/alaska.edu/coronavirus/>

1) TERMS

- a) “COVID-Status” means an individual who has COVID-19 symptoms (as described by the CDC, including fever, cough, or shortness of breath), is under investigation for COVID-19, or has been confirmed as COVID-19 positive.
- b) “Present in UA Facilities” refers to individuals who have been physically present in a UA facility, or participated in-person in UA operations, in the 48 hours prior to experiencing COVID-19 symptoms (as described by the CDC, including fever, cough, or shortness of breath), becoming a person under investigation for COVID-19, or having been confirmed as COVID-19 positive.
- c) Social Distancing and Recommended Preventative Actions
 - i) “**Social distancing**” includes maintaining at least six-foot physical distancing from other individuals.
 - ii) “**Recommended preventative actions**” include recommendations by federal and state agencies, such as the CDC, OSHA, and the State of Alaska DHHS, such as washing hands with soap and water for at least twenty seconds as frequently as possible or using hand sanitizer containing at least 60% alcohol, covering mouth and nose with a mask or cloth face cover, covering coughs or sneezes (into the sleeve or elbow, not hands), regularly cleaning and disinfecting high-touch surfaces, and not shaking hands.
- d) CDC Recommended Action
 - i) “**CDC recommended action**” means following CDC guidance, including sending employees home if they exhibit COVID-19 symptoms in the workplace, cleaning affected facilities, and warning individuals potentially impacted by the COVID-19-affected individual’s presence in University Facilities or operations.
- e) Affiliated Individuals
 - i) “**Affiliated individuals**” means anyone affiliated with the contractor, consultant, or vendor, including but not limited to employees and subcontractors.

2) UNIVERSITY REQUIRED CONTROLS

- a) Contractors, consultants, and vendors shall ensure affiliated individuals follow all federal, state, local, and University orders, mandates, alerts, and advisories, including COVID-19 protocol such as social distancing, recommended preventative actions, and CDC recommended action.
- b) Contractors, consultants, and vendors shall be familiar with the most current OSHA COVID-19 Guidance, including OSHA 3390-03 2020, and provide the University a copy of their “Workplace Controls” for University review and records.
- c) Contractors, consultants, and vendors shall maintain a log of all affiliated individuals entering University facilities or engaging in-person contact in University operations, including the name of the individual, date of physical presence, and physical University locations of the individual or operations in which the individual participated.
- d) For restricted access project sites, the contractor will:
 - i) Secure the site to restrict access to contractor-authorized personnel and the Owner Representative or Contract Administrator. In case of emergency, University personnel are authorized to enter the project site.
 - ii) Propose regular site cleaning strategies, in consideration of CDC guidelines, as part of their workplace controls.
- e) University facilities operating under restricted access :
 - i) Contractor, consultant, and vendor affiliated individuals may access University buildings using a University-issued key or access card.
 - ii) Contractor, consultant, and vendor affiliated individuals are required to carry identification.
 - iii) Contractor, consultant, and vendor affiliated individuals accessing University facilities must comply with the tracking and response requirements described below.
- f) Contractors, consultants, and vendors affiliated individuals entering University facilities or participating in-person in University operations shall comply with any University access control requirements, such as sign-in logs.

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- g) In the event a contractor, consultant, or vendor must enter a building with known or suspected presence of the virus causing COVID-19, the contractor, consultant, or vendor must coordinate with the Owner Representative or Contract Administrator prior to entry.

3) COVID-19 RESPONSE REQUIREMENTS

- a) Upon receiving a report of a sick affiliated individual, the contractor, consultant, or vendor must:
 - i) determine whether the individual has been in a University facility or participated in-person in University operations in the 48 hours prior to becoming sick;
 - ii) If yes, the contractor, consultant, or vendor must ask whether the affiliated individual is experiencing COVID-19 symptoms (as described by the CDC, including fever, cough, shortness of breath), is under investigation for COVID-19, or has been confirmed as COVID-19 positive,
 - iii) If the response to the questions in (i) and (ii) are yes, the contractor, consultant, or vendor must follow the protocol in subsection (C), below.
 - b) Each day the contractor, consultant, or vendor shall ask each affiliated individual entering UA facilities or participating in-person in University operations the following questions: Are you experiencing any COVID-19 related symptoms (as described by the CDC, including fever, cough, or shortness of breath), are you under investigation for COVID-19, or have you been confirmed as COVID-19 positive? If anyone responds affirmatively, the contractor, consultant, or vendor must follow the protocol in subsection (C), below.
 - c) Contractors, consultants, and vendors must inform the Owner Representative or Contract Administrator if an affiliated individual has COVID-19 symptoms, is under investigation for COVID-19, or has been confirmed as COVID-19 positive if that person has been in University facilities or participated in-person in University operations in the 48 hours prior to becoming sick with known or suspected COVID-19.
 - i) Notification must occur as soon as possible after the contractor, consultant, or vendor becomes aware of the known or suspected COVID-19 status but no later than beginning of the next business day.
 - ii) Notification should include:
 - (1) Nature of the COVID-19-related status (symptoms, under investigation, positive test);
 - (2) Date of first symptoms;
 - (3) When the individual was last at a University facility, and specific movements, or when the individual last participated in-person in University operations and specifics;
 - (4) All contacts with University affiliates in the 48 hours preceding COVID-19 symptoms.
 - iii) The contractor, consultant, or vendor must comply with any follow-up direction issued by the Owner Representative or Contract Administrator (e.g., following CDC recommended actions for notification, cleaning, and isolation or quarantine).
 - iv) Contractors (primarily construction) who control their work spaces:
 - (1) Immediately close off the affected work areas, properly post the area with signage indicating the area is in "COVID19 lockdown and no entry allowed." The contractor/vendor shall clean and disinfect per CDC recommended guidelines and in accordance with Contractor/Vendor COVID19 workplace control program.
 - (2) When cleaning is complete, Contractor shall notify the Owner Representative that the site is cleaned for work to continue.
- 4) Contractors, consultants, and vendors shall comply with all State and Federal mandates related to COVID-19. These include but are not limited to:
 - a) [Coronavirus Disease 2019 \(COVID-19\) - Interim Guidance for Businesses and Employers](#)
 - b) <https://www.osha.gov/SLTC/covid-19/standards.html>
 - c) <https://gov.alaska.gov/home/covid19-healthmandates/> (as applicable)
 - 5) If there are schedule or other impacts to contractor, consultant or vendor's ability to perform related to this supplemental provision, notify the Contracting Officer or Owner Representative as soon as possible.
 - 6) This supplemental provision shall remain in effect until revoked or modified by the Chief Procurement Officer

END J. SUPPLEMENTAL PROVISION FOR VENDORS AND CONTRACTORS PROVIDING SERVICES AT UNIVERSITY FACILITIES RELATED TO COVID-19 MANDATES

K. 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 of six months commencing from the date of execution. UA, at its sole discretion, may renew / extend the contract for a total of one (1) additional year by exercising Renewal Options of six (6) months each. Renewals / Extensions will be contingent on availability of funding, satisfactory performance, and Offeror acceptance.

3. CHANGES TO CONTRACT:

3.1. UA 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. UA reserves the right to add additional services as yet undefined, services for other UA departments and services for other UA campuses 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
Office of the Registrar
2901 Spirit 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. PAYMENTS: One monthly invoice required, summarizing billing for all services rendered included in this contract. Each monthly invoice must indicate the UA Purchase Order Number. Invoices are to be sent no later than thirty (30) days after the end of a month.

6.1 Invoices shall be submitted to the designated UA Contract Administrator for review and approval. The Contract Administrator will forward the approved invoice for payment.

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

6.3 The provisions of this paragraph do not apply if the contract or billing is in dispute. "Dispute" means a determination by a UA 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.

7. DISPUTES: Any disputes, which may arise between the successful Contractor and UA, 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 UA's regulations and procedures.

8. TRAVEL: UA will not be responsible for any travel expense / cost associated with the performance of any contract resulting from this proposal.

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 UA, 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

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prior written consent of UA. Nor shall the Contractor release for publication any publicity relating to these services using or implying the name of UA without the prior written consent of UA. Nor shall the Contractor release for publication any publicity relating to these services using or implying the name of UA without the prior written consent of UA.

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.

11. 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.

END K. ADDITIONAL CONTRACT PROVISIONS.

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L. PRICE / COST SCHEDULE

The Offeror shall state prices in the units of issue of this RFP. Prices must be in U.S. funds and include all costs associated with providing the specified services. All costs both direct and indirect must be identified in the Offeror's proposal. Prices offered must be exclusive of Federal, State or Local Taxes. If the Offeror believes that certain taxes are payable by the University of Alaska, these may be listed separately, directly below the Offeror's price for the affected item.

The Contractor shall provide all management, supervision, personnel, pick-ups, deliveries, supplies, and equipment needed to perform the required digitization in strict accordance with all contract terms. All images shall be digitized in grayscale at 300 DPI or better. All images shall be digitized using Optical Character Recognition (OCR) to ensure that all records are text-searchable.

Year	Description	Quantity / Unit	Unit Price	Extended Price
1	Digitization of Microfiche	14,760,000 Images	\$ per image	\$
2	Digitization of Microfilm	665,000 Images	\$ per image	\$
			Total Price	\$

Indicate Proposed Digitized Image Quality of Microfiche	_____ DPI
Indicate Proposed Digitized Image Quality of Microfilm	_____ DPI

OFFEROR / FIRM NAME: _____

SIGNATURE: _____

SIGNER'S NAME (PRINTED): _____

END L. PRICE / COST SCHEDULE

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M. Proposal Transmittal Form

Firm Name: _____ Telephone: (____) _____

Address: _____ FAX: (____) _____

_____ Email: _____

Alaska Business License No. _____

The Offeror has made true and accurate representations, certifications, and statements regarding its status and its proposal in the Representations and Certifications by Bidders/Offerors included in this proposal, including representations regarding small business status.

NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE:

The North American Industry Classification System (NAICS) is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy.

<http://www.census.gov/eos/www/naics/>

SMALL BUSINESS SIZE STANDARDS:

To qualify as a small business concern for most SBA programs, small business size standards define the maximum size that a firm, including all of its affiliates, may be. A size standard is usually stated in number of employees or average annual receipts. SBA has established two widely used size standards—500 employees for most manufacturing and mining industries, and \$7 million in average annual receipts for most nonmanufacturing industries. While there are many exceptions, these are the primary size standards by industry. (For more complete information on size standards, see SBA's Small Business Size Regulations ([13 CFR §121](#)) or the ([Table of Small Business Size Standards](#))).

**North American Industry
Classification System (NAICS) Code:**
518210

NAICS Classification Name:
Data Processing, Hosting, and Related
Services

In order to qualify as a small business for this solicitation, the average annual receipts of the company and its affiliates during the preceding three (3)-year period must not exceed \$19.5 million.

Certification:

I certify that I am a duly authorized representative of the firm listed above, that the 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.

Signature: _____

Date: _____

Name: _____
(please print)

Title: _____
(please print)

END M. PROPOSAL TRANSMITTAL FORM

N. STATEMENT OF COMPLIANCE FORM

Statement of Compliance Form

I hereby acknowledge receipt of University of Alaska Request for Proposals (RFP) No. P20-002, and certify that this proposal conforms to the requirements of the RFP except as noted below. (If none, write "NONE".) List specific exceptions, if any, below by page, paragraph, and line references. Attach additional pages as necessary. **Do not submit Offeror's terms and conditions as blanket replacement of terms and conditions in these Proposal Documents.**

Firm Name

Authorized Signature

Date

Title

END N. STATEMENT OF COMPLIANCE FORM

O. REPRESENTATIONS, CERTIFICATIONS, AND STATEMENTS OF 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

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(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

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- ☐ 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, particularly when subparagraph (a) (1) or (a) (2) is answered affirmatively.

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, County, State, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if other than Offeror
---	--

<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

8. SMALL BUSINESS CONCERN REPRESENTATION

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

9. SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION

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

(b) Definitions.

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

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

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

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

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

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

10. WOMAN-OWNED SMALL BUSINESS REPRESENTATION

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

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

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

11. PREVIOUS CONTRACTS AND COMPLIANCE REPORTS

The Contractor represents that:

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

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

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

12. CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

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

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

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

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

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

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

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

14. CLEAN AIR AND WATER CERTIFICATION

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

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

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

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

15. PROCUREMENT OF RECOVERED MATERIALS (2 CFR § 200.322)

All contractors/subcontractors/vendors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. All purchases of items designated in 40 CFR Part 247, which are in excess of \$10,000, must contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

16. 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.

17. 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

18. 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 UA;
- (3) Be prohibited from working under this contract involving minors if they:
 - iv. have been convicted of a crime of violence, neglect, reckless endangerment, or abuse against a minor or vulnerable adult;
 - v. are a registered sex offender;
 - vi. 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:
 - viii. Minimum adult to minor ratios;
 - ix. How to supervise minors during overnight activities;
 - x. A signed Code of Behavior;
 - xi. How to supervise minors during activities that are associated with water use, including, but not limited to pools, showers, bathing areas, swimming, etc.;
 - xii. How to supervise minors during transition times, including drop-off and pick-up;
 - xiii. Mandatory reporting of incidents or allegations of sexual misconduct, (involving adults or minors) according to existing University procedures.
 - xiv. Missing Child Protocols
- (5) Meet the all applicable requirements in this policy.

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

19. 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.

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

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

21. 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.

22. 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.

23. 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.)

24. BIDDER AND PRODUCT PREFERENCE ENTITLEMENT

(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 36.30.321(a))
- ☐ 15% Alaska Employment Program Preference (AS 36.30.321(b))
- ☐ 5% Alaska Domestic Insurer Preference (AS 36.30.321(c))
- ☐ 10% Disability Preference (AS 36.30.321(d))
- ☐ 5% (NTE \$5,000) Alaska Veteran Preference (AS 36.30.321(f))

(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: _____

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- ☐ 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.

25. 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)

END O. REPRESENTATIONS, CERTIFICATIONS, AND STATEMENTS OF OFFERORS.

P. BONFIRE SUBMISSION INSTRUCTIONS

1. PREPARE YOUR SUBMISSION MATERIALS:

Requested Information	File Type	# Files	Requirement Status
Completed and Signed Section M- Proposal Transmittal Form	PDF (.pdf)	1	Required
Completed and Signed Section N- Statement of Compliance Form	PDF (.pdf)	1	Required
One (1) Technical Proposal, In Accordance with Section I. Proposal Evaluation And Award	PDF (.pdf)	Multiple	Required
Completed and Signed Section L- Price/Cost Schedule	PDF (.pdf)	1	Required
Signed Copy of Any/All RFP Amendments Issued	PDF (.pdf)	Multiple	Required If Issued by UA
Alaska Business License (If applying for Alaska Bidder Preference)	PDF (.pdf)	1	Optional
Completed and Signed Section O- Representations, Certifications, and Statement of Offerors	PDF (.pdf)	1	Required
Letter of Intent to meet insurance requirements specified in Section I.- Non-Personal Services General Provisions	PDF (.pdf)	1	Required

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/27095>

The Q&A period for this opportunity starts May 01, 2020 4:00 PM AKDT. The Q&A period for this opportunity ends May 12, 2020 5:00 PM AKDT. You will not be able to send messages after this time.

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **Friday, May 22, 2020 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?

The 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 P. BONFIRE SUBMISSION INSTRUCTIONS.