



## Procurement & Contract Services Invitation for Bids No. 21B042CD

### **Long-Term Copier Lease Contract for Distributed Copier Services (DCS) at the University of Alaska Anchorage (UAA)**

The University of Alaska is soliciting sealed bids from qualified Bidders to establish a Long-Term Copier Lease Contract for Distributed Copier Services (DCS) at the University of Alaska Anchorage (UAA), as described herein. The successful Bidder shall furnish the required goods and services in strict accordance with the specifications, provisions, and terms & conditions of this IFB.

<b><u>DELIVERY OF BIDS:</u></b> <b>Electronic Delivery:</b> <b>UA Procurement &amp; Contract Services</b> <b>Via the Bonfire Portal</b> <b>Per instructions on Page 2</b> <b><a href="https://ua.bonfirehub.com/opportunities/41038">https://ua.bonfirehub.com/opportunities/41038</a></b>	<b><u>SUBMITTAL DEADLINE:</u></b> <b>Bids <u>must</u> be received no later than:</b> <b>Tuesday, April 13, 2021</b> <b>3:00 PM Alaska Daylight Time (AKDT)</b>
<b><u>PRE-BID CONFERENCE:</u></b> <b>None Scheduled</b> <b><u>DEADLINE FOR SUBMISSION OF QUESTIONS:</u></b> <b>Tuesday, April 6, 2021</b>	<b><u>IFB ISSUE DATE:</u></b> <b>March 22, 2021</b>

**NOTE:** For the purposes of this solicitation bids will be accepted in electronic (PDF) format only, as specified herein, by electronic delivery via the Bonfire Portal. Mailed, emailed or faxed submittals, or those submitted by any means other than described herein, will not be accepted, and will be rejected as non-responsive.

#### **NOTICE TO BIDDERS**

##### **POINT OF CONTACT FOR IFB INQUIRIES:**

Carson Davis, MBA  
Senior Contracting Officer  
Email: [crdavis4@alaska.edu](mailto:crdavis4@alaska.edu)  
Telephone: (907) 786-1341

The person listed above is the only point of contact for any inquiries regarding any aspect of this IFB or its requirements. Bidders who seek or receive information regarding this solicitation from any other University official may be declared non-responsive and removed from further consideration. A copy of this solicitation, and any supporting documents, or amendments, if issued, may be accessed via the Bonfire Portal website at: <https://ua.bonfirehub.com/opportunities/41038>

#### **AVAILABILITY OF FUNDING**

Any contract resulting from this solicitation will only be issued subject to the availability of funding. The funding source ☒ allows or ☐ does not allow application of Alaska preference laws.

#### **PROCUREMENT OFFICER**

DocuSigned by:

*Carson Davis*

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Carson Davis, MBA  
Senior Contracting Officer

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#### Required Submittal Method

The University of Alaska uses Bonfire portal for accepting and evaluating proposals digitally.

Upload your submission using the following link: <https://ua.bonfirehub.com/opportunities/41038>

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **Tuesday, April 13, 2021 at 3:00 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.

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.

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.

Please contact Bonfire at [Support@GoBonfire.com](mailto:Support@GoBonfire.com) for technical questions related to your submission.

You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>

# PROCUREMENT & CONTRACT SERVICES INVITATION FOR BIDS NO. 21B042CD



## INTRODUCTION

### Background Information:

The University of Alaska (The University, 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.

The University of Alaska Anchorage (UAA) serves approximately 22,000 students and employs 1,600 faculty and staff members. UAA includes the main UAA campus and various locations in mid-town and downtown Anchorage, Alaska. UAA Community Campuses are located in Soldotna, Homer, Kodiak, Palmer and Valdez, Alaska. Extension Centers are located in Glennallen, Cordova, Eagle River, Joint Base Elmendorf Richardson and Seward, Alaska.

The University of Alaska is seeking bids from qualified vendors to provide plain paper copiers and multi-function devices (MFDs) which will be used by departments under a managed lease program. The managed lease program will be operated at UAA through UAA General Support Service's (GSS) Copy & Print Center.

UAA departments leasing copier/MFD machines are required to do so through the Copy & Print Center's Distributed Copier Service (DCS) program. General Support Services/Copy & Print Center administers this program at UAA and works with the vendor on behalf of the individual departments as described under the Specifications of this Bid. Individual departmental purchases of machines are excluded from this requirement.

Due to changing department requirements, the University can neither predict nor guarantee any minimum number of copiers to be leased. The following figures are provided only to display equipment currently on lease at UAA:

Lot	Black & White							Color			Total
	1	2	3	4	5	6	7	8	9	10	
Number of Machines	11	8	14	6	4	2	1	9	32	2	89

**Note:** The terms "the University" and "UA" are used interchangeable throughout this document.

### The anticipated solicitation schedule is as follows:

IFB Issue Date	Questions Due	Bids Due	Anticipated Contract Award
Monday, March 22, 2021	Tuesday, April 6, 2021	Tuesday, April 13, 2021	NLT Monday, May 3, 2021

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## BID SIGNATURE PAGE

### LONG-TERM COPIER LEASE CONTRACT FOR UAA DISTRIBUTED COPIER SERVICES

Firm Name: \_\_\_\_\_ Telephone: (\_\_\_\_)\_\_\_\_\_

Address: \_\_\_\_\_ FAX: (\_\_\_\_)\_\_\_\_\_

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

Alaska Business License No. \_\_\_\_\_

#### **Certification:**

I certify that I am a duly authorized representative of the firm listed above, that the information and materials enclosed with this bid accurately represent the capabilities of the firm to provide the goods and/or 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 bid, or responsibility of the firm as a prospective contractor.

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

Name: \_\_\_\_\_  
(please print)

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

#### **Acknowledgment of Amendments:**

The following Amendments have been received: \_\_\_\_\_

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## BIDDERS CHECKLIST

### GENERAL:

Bidders are advised that notwithstanding any instructions or inferences elsewhere in this IFB, only the documents shown and detailed on this sheet need be submitted with and made part of their bid. Other documents may be required to be submitted after bid opening, but prior to award. Failure to meet the requirements outlined below or to submit the documents shown and detailed on this sheet **may render the bid non-responsive**.

In addition to the documents required by the IFB, bids must meet the following administrative requirements in order to be determined responsive.

- The bid was received on time
- The bid was submitted in the correct format: Electronic (PDF) format only, as specified herein, via the Bonfire portal.
- The bid forms were properly signed
- All other necessary forms were included
- All material alterations or erasures, if any, were initialed

### REQUIRED DOCUMENTS FOR BID:

**Bids may not be considered** if the following documents and/or attachments are not completely filled out and submitted with the bid.

**NOTE: Only those items marked by an “X” are required.**

- ☒ Bid Signature Page (Page 3) must be completed and signed.  
**Note:** Faxed bids, or bids submitted by means other than those specifically outlined herein **are not acceptable** and shall be rejected as non-responsive unless otherwise stated elsewhere in this solicitation.
- ☒ Bid Form (Pages 30-35)
- ☒ Brochures and any other relevant literature detailing offered machines and accessories, in PDF file format.
- ☒ The Representations, Certifications and Statements of Bidders form (Pages 36-43) must be completed and signed.
- ☒ Erasures or other changes made to the bid document must be initialed by the person signing the bid.
- ☒ All amendments issued, if any, shall be acknowledged in the space provided on the signature page or by manually signing the amendment sheet and submitting it prior to the bid opening.
- ☒ Proof of valid Alaska Business License in order to qualify for Alaska Bidder Preferences (Refer to Instructions to Bidders, Item 16).

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## INSTRUCTIONS TO BIDDERS

Bids entitled to consideration must be made to the University of Alaska in accordance with the following instructions:

### 1. PREPARATION OF BIDS:

- a. Bids shall be submitted on forms provided and must be signed manually by an authorized representative of the bidder.
- b. Erasures or other changes made to the bid document must be initialed by the person signing the bid.
- c. All bid documents including the completed cover sheet, bid form and bid guaranty, if any, shall be submitted via the Bonfire portal, in accordance with the instructions on page 2 of this document.

**2. F.O.B POINT:** All bids shall be offered F.O.B. DESTINATION. Destination, unless otherwise stated is: **University of Alaska Anchorage, General Support Services, 3211 Providence Dr., Anchorage, AK 99508**. Additionally, the F.O.B. point will be final destination within the ordering UAA department premises, on and off campus buildings.

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

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

### 5. BIDDER'S REPRESENTATIONS:

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

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

### 7. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS:

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### INSTRUCTIONS TO BIDDERS

- a. Bidders shall promptly notify the University procurement officer in writing of any ambiguity, inconsistency, or error which they may discover upon examination of the bidding documents.
- b. Bidders requiring clarification or interpretation of the bidding documents shall make a written request which shall reach the University procurement officer not later than ten (10) days prior to the date for opening of bids.
- c. Any interpretation, correction, or change of the bidding documents will be made by written amendment. Interpretations, corrections, or changes of the bidding documents made in any other manner will not be binding and bidder shall not rely upon such interpretations, corrections or changes.
- d. Protests based upon any omissions or errors or on the content of the IFB will be disallowed if not made known, in writing, prior to the bid opening.

#### 8. AMENDMENTS:

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

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

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

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

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

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

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

#### 14. TESTING AND SAMPLES:

- a. The University of Alaska reserves the right to request a demonstration or test of any or all equipment offered as equals. Requests for demonstration/testing must be responded to within a



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reasonable time or bidder will relinquish his/her right to be considered for award and will be determined nonresponsive to this invitation.

- b. Samples of items, when requested, must be furnished free of expense to the University and if not destroyed by testing, will be returned at the bidder's request and expense immediately following award.
- c. Unsolicited samples which are submitted at the bidder's risk will not be examined or tested, and will not in any way vary the provisions of this bid.

**\*15. ALASKA BUSINESS LICENSE:** The Bidder 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, Bidder shall have a valid Alaska business license at the time designated, in the IFB, for opening of bids. The Alaska business license number must be entered in the space provided on the Bid Form. Acceptable evidence that the Bidder possesses a valid Alaska business license may consist of any one of the following:

- a. Copy of the Alaska business license.
- b. Certification on the bid that Bidder has a valid Alaska business license and has written the license number in the space provided.
- c. A cancelled check 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 Bidder has applied and paid for the Alaska business license.

**\*16. ALASKA BIDDER PREFERENCE:**

- a. In accordance with UA Procurement Policy 7.2(a), the procurement officer shall award a contract to the lowest responsive, responsible Bidder after an Alaska bidder preference of five percent (5%) has been applied to the bid price of each qualified Alaska Bidder.
- b. An "Alaska Bidder" is a person or entity who shall:
  - 1. hold a current Alaska business license;
  - 2. submit a bid under the name appearing on the business license;
  - 3. have maintained a place of business within the state staffed by the Bidder or an employee of the Bidder for a period of six months immediately preceding the date of the bid;
  - 4. be incorporated or qualified to do business under the laws of the state, be a sole proprietorship and the proprietor is a resident of the state, be a limited liability company (LLC) in compliance with AS 10.50 and all members are residents of the state, or be a partnership, including Limited Liability Partnerships (LLP), under AS 32.05, AS 32.06, or AS 32.11 and all partners are residents of the state of the state;
  - 5. if a joint venture, be composed entirely of ventures that qualify under (1) – (4).

**\*17. ADDITIONAL BIDDER PREFERENCE ENTITLEMENT:**

In accordance with AS 36.30.321(a) through (g), preference may be applied to a bid 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.



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- a. In accordance with AS 36.30.321(b) and (e), a fifteen percent (15%) preference may be applied to bids 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 bids 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;
  3. a limited liability company, if each of the members is a person with a disability;
  4. a corporation that is wholly owned by individuals, and each of the individuals is a person with a disability; or
  5. a joint venture that is composed of ventures that qualify under (1) - (4) of this subsection.
- c. Preference under this section may be claimed only by qualified Bidders who, at the bid opening time stipulated herein, are on the 2014 Approved List for Procurement Preference of qualified employment entities 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 Bidder qualifies, including the Alaska Bidder Preference. However, a Bidder shall not receive more than one of the disability preferences outlined in AS 36.30.321(d).
- e. If a Bidder qualifies as an Alaska bidder and is a qualifying entity, a five percent preference shall be applied to the bid price. 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.

### **\*18. ALASKAN PRODUCT PREFERENCE:**

- a. The Commissioner of Commerce and Economic Development administers the Alaska Product Preferences program under AS 36.30 and publishes the "Alaska Product Preferences List." Only products included in the list that was published at least 30 days before the solicitation was issued will be eligible to receive preference in the evaluation of bids. (This provision for preference

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does not apply to solicitations for forest products, including timber, lumber, manufactured lumber products, and construction. Alaska forest product preference is covered by the Instruction of this solicitation entitled “Use of Local Forest Products.”)

- b. Materials and supplies with value added in the state that are:
  - 1. more than 25 percent and less than 50 percent produced or manufactured in the state are Class I 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 in the state are Class III and will be given a seven percent (7%) preference.
- c. Bidders claiming this preference shall so indicate clearly in the bid class of preference claimed (I, II, or III), and the item or items to which the preference applies. Failure to so indicate will result in no preference being granted. Bidders are encouraged to review the provisions AS 36.30.322 – 338 to determine product preferences to which they may be entitled.

### **\*19. USE OF LOCAL FOREST PRODUCTS:**

- a. If this solicitation is for procurement of forest products, including timber, lumber, and manufactured lumber products, only such products originating in Alaska may be procured under this solicitation except when the manufacturers and suppliers who have notified the Commissioner of Commerce and Economic Development of their willingness to manufacture or supply such Alaska forest products (1) have been given reasonable notice of this solicitation, and (2) are unable to supply the products at a cost that is not more than seven percent (7%) higher than the price of non-Alaska forest products.
- b. Instructions of this solicitation entitled “Alaska Product Preferences” above, do not apply to procurements of timber, lumber, and manufactured lumber products.
- c. Exception to the requirement for Alaska forest products under this provision will be granted only if the Bidder provides with its bid documentation satisfactory to the procurement officer showing non-availability of Alaska forest products, or that the cost of Alaska forest products is more than seven percent (7%) higher than non-Alaska forest products.
- d. To the extent that this solicitation proposes procurement of forest products, award may be made to the lowest responsive responsible Bidder of Alaska forest products whose price is not more than seven percent (7%) higher than competing non-Alaska forest products bids in accordance with AS 36.30.322.

**\*20. RECYCLED PRODUCTS PREFERENCE:** In accordance with AS 36.30.337, a five percent (5%) preference will be applied to bid items offering eligible recycled products. This preference is in addition to other preferences allowed for the procurement.

**\*21. APPLICATION OF PREFERENCES:** If both the Alaska bidders preference or the employment program preference and the Alaska products preference apply, the procurement officer shall apply either the bidder's preference or employment program preference first and the products' preference second.

### **22. BUSINESS CLASSIFICATION:**

- a. The University of Alaska offers an equitable opportunity to small business and small business owned and controlled by the socially and economically disadvantaged, and women owned

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businesses. Bidders are therefore instructed to indicate correct classification on the Representations, Certifications & Statements of Bidders Form of this bid document.

- b. The classifications are defined as follows: (1) Small business is a business that meets the pertinent criteria established by the Small Business Administration. (2) Socially and economically disadvantaged small business means any small business which is at least 51 percent owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned business, at least 51 percent of the stock which is owned by one or more socially and economically disadvantaged individuals and whose management and daily business operations are controlled by one or more of such individuals.
- c. The office of Minority Small Business and Capital Ownership Development in the Small Business Administration will answer inquiries relative to eligibility.
- d. Women owned business means a business that is at least 51 percent owned by a woman or women who also control and operate the business.
- e. In the case of tie bids, equal in all terms, the classifications above will be used to determine the successful bidder in accordance with University regulations.

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

#### **24. SUBMISSION OF BIDS:**

- a. Bids will be received at the time and place stated. It is the sole responsibility of the Bidder to see that his/her bid is submitted in time. Bids received after the scheduled opening time will not be considered.
- b. This invitation does not obligate the University to pay any costs incurred in the preparation or submission of such bids, or to purchase or to contract for materials and/or service.

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

#### **26. RECEIPT AND OPENING OF BIDS:**

- a. Bids received prior to the advertised hour of opening will be time stamped and kept securely sealed. Time of receipt will be determined by the procurement office time stamp. Bids received after the specified date and time of bid opening are late. Late hand-carried bids shall not be accepted. Bids received by other methods shall remain unopened in the bid file.
- b. No responsibility will attach to the University or its representatives for the premature opening of, or the failure to open, a bid not properly addressed and identified.
- c. At the time and place fixed for the opening of bids, the University's representative will cause the bids to be opened and publicly read aloud. Bidders and other persons properly interested may be present, in person or in representative.
- d. The bid acceptance period shall extend for a period of forty-five (45) calendar days from the date of bid opening for the purpose of bid evaluation and award unless otherwise stated elsewhere in this solicitation.

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### INSTRUCTIONS TO BIDDERS

#### 27. AWARD OF CONTRACT:

- a. It is the intent of the University to award a contract to the responsive, responsible bidder submitting the lowest bid complying with the requirements of the solicitation provided that the bid is reasonable and it is in the interests of the University to accept it.
- b. Unless otherwise stated, award may be by line item, multiple line items, or in the aggregate.
- c. Discounts for prompt payment and/or rebates shall not be considered in the award.
- d. The University reserves the right to award any single low bid of \$75.00 or less to the next low bidder receiving other awards. This provision is not subject to protest.

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

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

#### 30. MISTAKES BY THE BIDDER:

- a. The University reserves the right to correct or allow withdrawal of bids which contain obvious non-judgmental errors, such as typing, price extension, dates and others when, in the opinion of the procurement officer, it is in the best interests of the University to do so. Withdrawal of bids will be allowed when the bidder clearly demonstrates that the errors are inadvertent and non-judgmental. In such instances, the bond or other security, if any, will be returned.
- b. Bids with errors discovered after the opening, but before award, which are judgmental in nature may be withdrawn upon forfeiture of the bond or other security, if any.

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

**32. LIST OF SUBCONTRACTORS:** Within five (5) working days after bid opening, the apparent low bidder shall submit a list showing all subcontractor's names, location of their places of business and a description of the work to be subcontracted to each subcontractor.

#### 33. PROTEST:

- a. **Protest of Solicitation:** An interested party may protest the specifications and/or terms and conditions of this IFB provided that such protest is submitted in writing to the University address listed on the Cover Sheet of this IFB not later than the close of business three (3) working days prior to the bid opening date listed herein. A protest of the specifications and/or terms and conditions of this IFB not filed at least 3 days prior to the bid opening date may be rejected as untimely.
- b. **Protest of Award:** An interested party may protest an award under this IFB provided that such protest is submitted in writing to the University at the address listed on the Cover Sheet of this IFB 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 IFB not filed within ten (10) days after issuance of the Notice of Intent to Award shall be rejected as untimely.

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## INSTRUCTIONS TO BIDDERS

- c. A protest must be filed in writing and must include the following information.
  - 1. The name, address and telephone number of the Protester.
  - 2. The signature of the Protester, or the Protester's representative.
  - 3. Identification of the solicitation at issue.
  - 4. A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents.
  - 5. The form of relief requested.
- d. The University does not guarantee that a protest of a solicitation will result in an amendment to the specifications or terms and conditions, or postponement of the bid opening date. Nor does it guarantee postponement of award of a contract resulting from this IFB. 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 the best interest of the University. 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.

**\*NOTE:** Provisions 15-21 herein are not applicable to solicitations and contracts for items for research which will be funded by federal government money or private grants. When these provisions do not apply, the cover page of this solicitation will indicate that the items or services being procured are funded by federal money or private grants.

**End of Instructions to Bidders**

# PROCUREMENT & CONTRACT SERVICES INVITATION FOR BIDS NO. 21B042CD



## ADDITIONAL INSTRUCTIONS TO BIDDERS

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

**DELIVERY:** Delivery and installation must be made within 30 days after order placement. Failure to deliver within the time specified in this section may be grounds for The University to cancel the order and lease from another Contractor.

The Contractor must notify the freight company that the University facility receiving the order requires 24 hours' advance notice of delivery. The University shall include the delivery address, a point of contact name and a point of contact telephone number at the delivery address on each machine order issued as a result of this contract.

**F.O.B. POINT: University of Alaska Anchorage  
General Support Services  
3211 Providence Drive  
Anchorage, Alaska 99508**

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

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

**PRE-BID CONFERENCE:** No pre-bid conference shall be held.

**BASIS OF AWARD:** Award shall be made to the low, responsive, responsible bidder. Bidders are required to submit pricing on all items or shall be declared non-responsive and eliminated from consideration. Bids that link multiple copiers together to meet the lot minimum requirements shall be declared non-responsive and eliminated from consideration.

**CONTRACT PERIOD:** The entire contract period will be from the date of award through June 30, 2027. The period of the date of award through June 30, 2024 will be established for the leasing of plain paper copiers and MFDS, which are to be leased for thirty-six (36) month terms. The period of July 01, 2024 through June 30, 2027 will be established for the purpose of paying invoices and maintaining the University's Contract Terms and Conditions on machines under lease, including, but not limited to maintenance, training, upgrades/downgrades/moves.

**PRICING:** All prices submitted on the Bid Form must include cost associated with packing, shipping, handling, delivery to and setup at the F.O.B. No price increases will be allowed. The lease and CPC prices offered shall remain firm for the life of the Contract.

**PARTNER SUPPORT:** In the event a Bidder relies on a partner network for support, Bidder must include in their proposals a complete list of all partners, including their profile, who will be designated by Bidder to



# PROCUREMENT & CONTRACT SERVICES INVITATION FOR BIDS NO. 21B042CD



## ADDITIONAL INSTRUCTIONS TO BIDDERS

support the University locations. Also, Bidder must specify what functions will be provided by designated partner(s). UA reserves the right to approve or disapprove partner(s) named in Bidder's proposal and/or recommend partner (s) who are certified by OEM of UA's choice for a location or general UA region.

**SUITABILITY:** To be considered responsive, any products offered for this bid must meet or exceed all stated minimum specifications. In certain cases, specifications listed are proximate and close functional product specifications will be considered as equal offers. The degree of deviation allowed will be limited to a tolerance, which will not compromise the end user's need or intended application of the product. Any bidder, who is concerned about a substantive deviation in any product specification, should raise these concerns to the UA Procurement Officer at least seven (7) days prior to the bid opening. The University shall be the sole judge in determining equivalency.

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

**AUTHORIZED TO BIND MANUFACTURER:** The successful bidder shall be an original equipment manufacturer (OEM), an authorized distributor, or an authorized reseller with legal authority to bind the manufacturer to the terms and conditions of this solicitation. Bidder warrants that the items, when delivered, will be in good working order and will conform to the manufacturer's official published specifications and the technical specifications of the solicitation. The bidder shall be an agent of the manufacturer with authority to make the University the first owner of record, and the first holder of the manufacturer's warranty. Substitute warranties, or warranties in lieu of the OEM's warranty are not acceptable. If the bidder is not the manufacturer, written proof may be requested to verify that bidder is an authorized representative of the manufacturer certifying that the bidder is qualified and has the authority to: (1) sell equipment of the type being requested, (2) pass the manufacturer's warranty through to the University with all first holder benefits of the warranty. Failure to supply this information may cause the University to declare the bidder non-responsive and to reject the proposal submitted.

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

The University will deduct the cost of the damaged goods from the invoice prior to payment. The contractor must file all claims against the carrier for reimbursement of the loss.

**VALID PURCHASE ORDERS:** Vendor will not provide products without first receiving a valid University Purchase Order. Items supplied without first receiving a valid Purchase Order will be at the vendor's risk and expense. No minimum quantities are guaranteed and orders will be issued on an as required basis. The University expects, but does not guarantee, to purchase the quantities outlined herein and reserves the right to adjust quantities up or down as required. These quantities represent current



# PROCUREMENT & CONTRACT SERVICES INVITATION FOR BIDS NO. 21B042CD



## ADDITIONAL INSTRUCTIONS TO BIDDERS

estimated maximum requirements. If needed, the successful Bidder may be required to deliver additional quantities, as requested, at the prices quoted until ninety days after the award of this contract.

**INVOICES:** Invoices from orders placed under a contract resulting from this solicitation will be sent to: **University of Alaska Anchorage, General Support Services, 3211 Providence Drive, Anchorage, Alaska 99508.**

**CONTRACT ADMINISTRATOR:** After award of this contract, the University shall designate one or more Contract Administrators to represent the University of Alaska Anchorage. The Contract Administrator(s) shall be the University's authorized representative(s) in all matters pertaining to the administration of the terms and conditions of this contract and to whom all notices must be sent. However, members of the UA Procurement and Contract Services Services Department are the only individuals allowed to make any amendments or financial modifications to a contract resulting from this solicitation. The successful contractor will be responsible for coordinating all matters pertaining to the resultant contract with University Contract Administrators.

**BID EVALUATION AND AWARD:** Bids will be reviewed for completeness, compliance with submittal requirements and all the essential requirements of the solicitations will be rejected as non-responsive and eliminated from further consideration

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

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

**INSURANCE:** The University may require proof of insurance prior to job performance.

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

**QUESTIONS:** All questions regarding this solicitation, regarding specifications or regarding administrative matters (how to submit a bid, what forms to fill out and how) should be addressed in writing to Carson Davis, Contracting Officer, UA Procurement and Contract Services, at [crdavis4@alaska.edu](mailto:crdavis4@alaska.edu).

# PROCUREMENT & CONTRACT SERVICES INVITATION FOR BIDS NO. 21B042CD



## ADDITIONAL INSTRUCTIONS TO BIDDERS

**Questions shall be submitted five (5) working days in advance of the bid closing date to allow time for an amendment to be issued. No personal contact is to be made by bidder's staff with UA personnel.**

**BID SUBMITTAL INSTRUCTIONS:** Sealed bids including all applicable items indicated in the BIDDER'S CHECKLIST are required to be submitted electronically through the Bonfire portal by the time and date indicated on the bid cover page. Reference the instructions on page 2 of this document.

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

**End of Additional Instructions to Bidders**

# PROCUREMENT & CONTRACT SERVICES INVITATION FOR BIDS NO. 21B042CD



## SCOPE OF WORK AND SPECIFICATIONS

### 1. SCOPE OF WORK

The University of Alaska Anchorage (UAA) is inviting sealed bids from qualified companies to establish a six (6) year contract consisting of two (2) parts:

**Part One:** The first three (3) year contract period will be established for the leasing of plain paper copiers and MFDs, which are to be leased for thirty-six (36) month terms by UAA General Support Services/Distributed Copier Services. Copiers will be leased on behalf of UAA departments on campus and off campus at locations in the Anchorage area including, but not limited to, the Chugiak-Eagle River campus, Elmendorf/Fort Richardson, and various other locations in Anchorage as required throughout the performance period of the contract.

**Part Two:** the second three (3) year period will be established for the purpose of paying invoices and maintaining the UAA Contract Terms and Conditions on machines under lease to include maintenance, upgrades/downgrades and moves. No new equipment leases will be made during this period of the contract.

All copiers or MFDs will be leased for thirty-six (36) month terms. At the conclusion of the thirty-six (36) month lease term, the copier or MFD will be removed from its location on campus. **No new machines will be leased after the first three (3) year contract period.** The second three (3) year period is for payment and maintenance only. The purpose of the second three (3) year contract period is to ensure that machines leased later in the first three (3) year period are covered under the contract Terms and Conditions, and paid for via invoicing per the contract requirements.

Included in the bid price, the contractor shall furnish all necessary resources as required to supply, lease, and service copiers as required, including but not limited to personnel (management, supervision, and labor), equipment, installation, installation hardware, manuals, a start-up kit containing one month's worth of supplies (the amount to be based upon the stated or estimated monthly copy / print volume of the designated machine), consumables supplies (except paper) for the duration of the contract, service / maintenance, warranty, peripherals, parts, billings, transportation, financing interest, or other costs associated with this contract, necessary to supply and service in strict accordance with specifications. Services as specified are to be in strict compliance with, the bid specifications, provisions, terms, and conditions, the manufacturers' specifications, applicable industrial standards, federal, State and local regulations.

The initial changeover of leased equipment which have reached the expiration of their current lease agreements, is intended to take place during the first part of July 2021. The anticipated changeover schedule begins on Thursday, July 1, 2021, and concludes on Friday, July 9, 2021. The actual changeover may begin earlier and/or end later, pending the development of a reasonable, efficient changeover schedule as determined by the UAA Contract Administrator and the Contractor and taking into consideration weekend and holiday closures.

### 2. LEASE ORDER QUANTITIES

UAA does not guarantee any minimum number of leased copiers. Orders will be issued throughout the contract period on an as needed basis.

# PROCUREMENT & CONTRACT SERVICES INVITATION FOR BIDS NO. 21B042CD



## SCOPE OF WORK AND SPECIFICATIONS

### 3. DEFINITIONS

A copier is a networked device that is LDAPS or Active Directory compliant with the ability to copy, print, and scan to email in a TIFF and PDF format, and for color copies, in a JPEG and PDF format. The term “copier” is used interchangeably with the words “machine” and “unit”.

One single-sided 8.5 X 11 or 8.5 X 14 inch or 11” x 17” copy equals one impression, copy or picture.

### 4. DATA SECURITY

- Vendor must comply with UAA minimum data security standards, HIPAA, FERPA and UAA ITS data handling practices.
- All equipment offered must have an EAL3 Common Criteria certification.
- All equipment must be delivered with the latest, fully-patched software, firmware, or other OEM software as provided for device functionality as detailed under “Specifications.”
  - Available security updates must be installed in a timely manner (minimum of quarterly).
- Vendor will notify UAA General Support Services of all known and reported vulnerabilities, and of planned updates or mitigations to software provided for device functionality as detailed under “Specifications.”
- Wi-Fi direct/Bluetooth/Email to print functions to be disabled as default setting upon installation.
- All equipment that is equipped with a hard drive must:
  - Isolate any incoming FAX line from all hardware that has network access. MFDs must have no physical or data connection between the Page memory (or Temporary Data Storage) and the FAX controller.
  - Contain the appropriate hardware / software to immediately and automatically wipe / erase after any and all data that is copied, scanned, faxed, or sent or received to the copier, enable immediate image overwrite (DoD 3 pass) and enable encryption (minimum 128-bit AES).

### 5. FUNCTIONALITY

Copiers must be both Windows and Mac compatible with the most current version available in order for users to be able to print from the unit, and have the ability to collect counts (clicks). The University does not have any embedded software on the machines for copy control and print release. All machines must have the ability to require a user code for departments to track number of copies by unit or user if they wish, and secure printing that requires a code for release.

### 6. COIN OPERATED / PCL FAX BOARD

Submission must include pricing for the following options as a separate charge to be listed in the Bid and include any installation costs:

#### COIN OPERATED – LOT 1 OPTION ONLY

Copiers exist within UAA that are coin and bill operated, as well as accepting payment via the UAA WolfCard (pre-loaded swipe cards for UAA students to use at campus facilities). The WolfCard readers are available from the UAA WolfCard Office, but coin mechanisms must be available if desired by the

# PROCUREMENT & CONTRACT SERVICES INVITATION FOR BIDS NO. 21B042CD



## SCOPE OF WORK AND SPECIFICATIONS

departments. The card reader brand and model is a Blackboard CR-3000. Additional card or reader systems for Blackboard reporting are not needed. The University card systems are administered by University departments. The machine with coin operated and payment card functionality must be coin operated with a card reader so that it debits the user's card account. The Contractor **is not** required to provide any of the card readers. The University provides the card readers. The Contractor is only required to provide the coin operated unit, and an interface that is compatible with the Blackboard reader. At UAA, one reader is currently in use and attached to a copier. It is located in the UAA Consortium Library.

PCL DRIVER – OPTION TO BE AVAILABLE FOR ALL LOTS

FAX BOARD – OPTION TO BE AVAILABLE FOR LOTS 1, 2, 3, 4, 8 and 9

### 7. TRAINING AND TRAINING MANUALS

Copiers leased are to be shipped complete with the instructions. An operator's manual that provides clear instruction on how to operate each of the copier functions and a maintenance schedule must be included and permanently located with each copier delivered. **The operator's manual may be presented via hard copy or digital format including but not limited to flash drive or CD-ROM.** The cost of the manuals is to be included in the bid price of the equipment.

The contractor is required to provide onsite training to appropriate UAA staff, cost to be included in the bid price. Training is to include enough training time so UAA staff may become proficient in the proper use of equipment bid, including networking interface, capabilities and requirements. For each copier installed, training shall include a minimum of three hours of on-site training at the delivery installation point. The Contractor shall provide additional training to a new departmental key operator if needed due to departmental staff changes. The training may be delivered in increments as agreed to by the Contractor and the UAA department.

### 8. METER READ SERVICES

The Contractor shall provide all meter read services as requested by UAA General Support Services and/or as scheduled by mutual agreement between UAA General Support Services and the Contractor. Meter Read services may be performed in -person or remotely via a one-way communication from the copier / MFD to the Contractor.

### 9. SERVICE MAINTENANCE REQUIREMENTS

Maintenance is defined as on-site, full service as necessary, including, but not limited to: all labor, equipment, service maintenance, repair, inspections, and CONSUMABLE SUPPLIES to sustain the equipment at the operational level of the manufacturer's published performance specifications. This includes preventive maintenance as well as emergency servicing. Maintenance levels of service are required for the full term of the contract (this applies even if the contractor moves out of the maintenance area after contract award).

9.1 CONSUMABLE SUPPLIES: Consumable supplies shall include, but are not limited to parts, rollers, drums, developers, photoconductors, staples, fuser oil, toner, and cartridges and components which contain toner, or the equivalent, staples, and any other incidentals as necessary.

# PROCUREMENT & CONTRACT SERVICES INVITATION FOR BIDS NO. 21B042CD



## SCOPE OF WORK AND SPECIFICATIONS

The bid price offered shall include all consumable supplies required to operate the machine for its maximum production rate for the entire 12-month to 36-month lease period.

Consumable supplies provided under resulting contract must be Original Equipment Manufacturer (OEM) supplies or parts, or the brand recommended by the manufacturer of the machine.

Consumable supplies, sufficient to operate the machine for one quarter, must accompany the machine when it is delivered. Each UAA department will place subsequent consumable supplies orders on an as needed basis through the UAA GSS Copy & Print Center. The Contractor will provide and maintain a minimal quantity of consumables for GSS to have on hand for timely issue for each lot leased. Orders for consumable supplies must be shipped within 24 hours after receipt of order.

Any consumable supplies that cannot be installed by the user must be installed by the service technician at no additional cost to UAA.

Refilled cartridges are not acceptable. Only new cartridges are acceptable.

In the event of emergency, UAA reserves the right to procure all such necessary supplies and charge the Contractor for any costs incurred due to non-availability by the Contractor. UAA departments are only allowed to use OEM supplies or parts in machines under this contract. The UAA Contract Administrators will work with the Contractor to ensure accuracy in consumable ordering.

UAA departments are prohibited from ordering supplies for one machine and utilizing them in another machine.

**9.2 HOT SPARE OPTION:** As an alternative to repairing the equipment on-site, the contractor may substitute a machine of equal or greater performance capability and repair the machine off-site. The hot spare copier must be provided at the same price as the original copier. If the machine is taken off-site for repair it must be repaired and placed back in service at its original location within no more than 21 working days from the date it was removed. For a HOT SPARE substitute machine, the Contractor must provide up to 3 hours of training, at no charge (unless it is the same machine). The contractor is responsible for configuring device settings if required. Billing rates for the HOT SPARE substitute shall remain the same as the original leased machine.

**9.3 SERVICE CALLS:** Contractor must provide a telephone number to a call center where UAA departments can place a service request between 8:00AM and 5:00PM Alaska Standard Time, Monday through Friday. The call center will notify the service technician and the service technician is responsible to be on-site within the time required by the maintenance agreement. The Contractor may elect to cover the service requirements using the HOT SPARE OPTION set out herein.

If a UAA department receives unsatisfactory response from the call center or the service technician, or if the service issue persists, they should notify the Contractor to seek assistance in resolving the issue. If the UAA department and the Contractor are unable to resolve the issue they should work through the Service Deficiency Claim process as described in this section **8.5 SERVICE MAINTENANCE CONTRACT DEFICIENCIES**.

All work performed in a building that is currently occupied shall be performed in a manner that will not disrupt ongoing functions. When possible the Contractor shall provide proposed service schedule. UAA departments are required to maintain a log of the contacts they have for service issues in case an issue must be escalated to a higher level. UAA will not provide a specific work area for Contractor's service technicians.



## **SCOPE OF WORK AND SPECIFICATIONS**

**9.4 SERVICE RESPONSE TIME:** Upon placement of a service call by the customer/department, the technician is required to respond via call to the customer within 1 business hour to notify the customer of when the technician will be on site. The maximum onsite service maintenance response time is 4 business hours. This means that the service maintenance technician must be at the machine, ready to fix it, within 4 business hours from the time UAA places the service maintenance call.

The calculation of “downtime” starts upon notification of the Contractor by placing a service call.

If the Contractor elects to cover the service maintenance requirement using the HOTSPARE OPTION, the substitute machine must be installed and operable within twenty-four (24) clock hours from the time UAA places the service maintenance call.

The Contractor agrees that the machine will be fixed or replaced within no more than 24 hours from the time the service maintenance representative is first notified.

The Contractor must notify the UAA Contract Administrator immediately if they are unable to provide any service response for more than ten (10) consecutive days. Failure to notify the Contract Administrator may be grounds for UAA to declare the Contractor in default for failure to perform and terminate their contract.

The definition of a “down” copier includes, but is not limited to, the following: unacceptable copy quality, sorter/finisher/collator not functioning properly, paper feed malfunctions, and main copier functions failing to perform in the manner specified. The calculation of “downtime” starts upon notification of the Contractor by placing a service call.

**9.5 SERVICE MAINTENANCE CONTRACT DEFICIENCIES:** If the Contractor fails to provide service maintenance as specified, it will constitute grounds for a Service Deficiency Claim (SDC) and the UAA department will notify GSS which will issue a SDC to the Contractor if one is warranted. and procure the services or rent a machine necessary to correct the problem. The Contractor will then be obligated to reimburse UAA for the University’s costs to correct the problem.

A copy of all SDCs and related correspondence shall be forwarded to GSS. If a Contractor feels that an SDC is unjustified, the Contractor shall have ten (10) business days from the date of the SDC to respond in writing to the contracting officer. The Contractor must also send a copy of the response to the originating UAA department. In the event of a disagreement between the ordering UAA department and the Contractor with regard to the validity of the SDC, the contracting officer will issue a final determination in writing to both parties.

If more than three (3) substantiated SDCs in a 60-day period, or a total of 7 substantiated SDCs in a 6-month period are issued, it will be grounds for UAA to declare the Contractor in default for failure to perform and to take appropriate action, which could include terminating the contract for all lots.

UAA department personnel will use the compliment / complaint form (copy attached) to submit Service Contract Deficiency claims as well as to compliment the Contractor for exceptional performance. The Contractor may also use this form to document problems they are having with a particular UAA department or copier.

**9.6 PARTS:** The Contractor shall use only manufacturer authorized parts designed for the purpose for which they are being used, and warranted as new, in the repair of equipment.



# PROCUREMENT & CONTRACT SERVICES INVITATION FOR BIDS NO. 21B042CD



## SCOPE OF WORK AND SPECIFICATIONS

The Contractor shall have sufficient access to machines, parts, and supplies to support or replace the machines offered, and be able to provide distribution, support supplies, and service to the area(s) offered.

9.7 **PART UPGRADES:** During the life of this contract, the Contractor agrees to install, at no cost to UAA, all retrofit part upgrades offered by the manufacturer. On orders placed by UAA after an upgrade has been made available, the upgrade will be installed prior to delivery. If a copier has already been placed into service, UAA requires the Contractor, at no cost to UAA, to provide all upgrades when the upgrades improve the way the equipment operates.

9.8 **LOCAL AREA SERVICE:** The Contractor must have a permanent service center located within 20 miles of UAA's Anchorage located facilities. Evidence of a permanent physical presence will include the street address of at least one of the following (Post Office boxes will not be accepted):

- (a) a storefront address;
- (b) a warehouse address; or
- (c) the home street address of the permanently assigned service technician.

9.9 **TELEPHONE DIAGNOSTICS AND REPAIR:** If the Contractor attempts to have UAA diagnose the problems, repair the machine, or replace parts via a telephone support system, UAA will not be liable for unsuccessful results or damage to the machine. Telephone diagnostics and repair will be entirely at the Contractor's risk and expense.

9.10 **SERVICE MAINTENANCE CHARGES:** Regardless whether the Contractor repairs a machine on-site or off-site, UAA will not be liable for any charges associated with the repair of a broken machine, including, but not limited to, unhooking, disassembly, packaging, crating, repair, transportation, replacement, reassembly, or rewiring. This clause does not apply to damage caused by UAA.

9.11 **EXCESSIVE SERVICE MAINTENANCE:** If there is a disagreement between UAA and the Contractor regarding the amount of service the machine is entitled to under this contract, UA Procurement and Contract Services will recommend an appropriate and equitable remedy.

9.12 **QUALITY OF SERVICE AND MATERIALS:** All maintenance and service work must be performed in accordance with the manufacturer's standards and in accordance with current industry practices. The Contractor will be held responsible for the quality of their service and maintenance. The Contractor, at their own risk and expense, will re-do all service and maintenance work that is improperly done.

9.13 **COMPLETION OF SERVICE:** The service will not be complete and the equipment will not be considered serviced, repaired, or acceptable until it performs in compliance with the manufacturer's published performance specifications

## 10. SERVICE TECHNICIANS

All persons performing the maintenance and service work on the copiers obtained under this contract must be certified as being trained and authorized by the manufacturer.

The Contractor shall provide the University with proof of service technician qualifications / certifications upon request. This evidence shall include proof of the manufacturer's certification and the manufacturer's service authorization for each service technician, whether an employee or a contract employee. The proof may take the form of a letter or certificate, signed by an authorized representative

## SCOPE OF WORK AND SPECIFICATIONS

of the manufacturer, that the service technician has been trained and authorized by the manufacturer to provide the manufacturers authorized warranty service. Other similar evidence that proves the service technician's competency may be considered on a case-by-case basis

### 11. PRESENCE OF CHEMICALS

The Contractor must identify the presence of beryllium or beryllium compounds and lithium and lithium compounds. For example, if lithium is used in batteries, the Contractor must state that lithium is so used, and the quantity and location of such batteries.

### 12. POWER REQUIREMENTS

All machines offered should be able to operate using each site's existing power supplies. It is incumbent upon the Contractor, when installing machines, to appraise sites of any and all site modifications required for them to facilitate equipment recommended by the Contractor. UAA will pay the cost of upgrading and / or establishing power to the required locations as needed.

### 13. SURGE SUPPRESSION

In addition to any internal surge suppression technology, Contractor must include external surge suppression/power filter equipment with each copier at no additional charge. External surge suppression devices must protect the copier and any other electronic components, including telephone and network, per the following specifications:

- (a) Fax / Modem Protection: Must include In/Out RJ11 modular jacks and must incorporate a wideband DSL filter.
- (b) Network Protection: Must include In / Out RJ45 modular jacks and must be ETL Verified to the ANSIA/TIA-568.2-D Cat6a Standard.
- (c) Noise Filtering: Normal Mode (26dB min., 60 kHz – 10 MHz) and Common Mode (26 dB min., 60 kHz – 10 MHz)
- (d) UL Suppressed Voltage Rating of 330 volts on all 3 modes

External surge suppression devices must include a minimum three-year manufacturer's warranty stating that the surge protector will be replaced free of charge if it fails and the vendor will repair or replace any machine damaged by power surges when properly connected to the surge protector.

UAA departments are prohibited from plugging any device that is not intricately related to the copy machine into the surge suppressor. Such devices are exempt from the Contractor warranty obligations.

### 14. ACCESSORIES

Accessories or options identified on the Bid Form are those necessary to assure that each copier bid meets minimum bid specifications. Their cost must be included in the price bid for each copier. Supplied

# PROCUREMENT & CONTRACT SERVICES

## INVITATION FOR BIDS NO. 21B042CD



### SCOPE OF WORK AND SPECIFICATIONS

accessories must be new and certified by the manufacturer (i.e., manufacturer's literature) to be compatible with the rest of the equipment. Certification will be written evidence satisfactory to UAA that the accessories are compatible.

#### 15. GENERAL MINIMUM SPECIFICATIONS REQUIREMENTS FOR ALL MACHINE LOTS

15.1 Equipment shall be new (Base Unit and Accessories manufactured no earlier than (NET) 01 January 2021), and must be warranted as new by the manufacturer. The equipment may not have been used for any purpose, other than display (not demonstration), prior to its sale or lease to UAA. Equipment must have a new serial number, not previously issued. Copiers that have been in use previously in any manner (rentals, demonstration purposes, trial units, etc.) that have been converted to new models, or previous model copiers to which additional features have been added, shall not be considered new and will not be acceptable.

15.2 Perform according to the manufacturer's published performance specifications using non-brand specific grade 4 xerographic dual-purpose virgin, recycled and colored paper, precision cut within .04 inches of paper size. Grade 4 xerographic recycled paper is a 20-pound bond paper with a recycled content of 50 percent, consisting of 10 percent postconsumer recovered material and 40 percent secondary waste material. For reference, all paper sizes at the University are the same impression charge.

15.3 Equipment shall be a console design with a cabinet.

15.4 Must be digital.

15.5 Have indicators and switches necessary to provide all of the functions or features required.

15.6 A paper drawer must hold a minimum of 500 sheets, with the exception of Lots 1 and 2, 250 sheets (does not include bypass trays).

15.7 Be networked copier, printer, and scanner devices that are LDAPS or Active Directory compliant, with the ability to: scan to file, scan to SMB2/SMB3, scan to WebDAV, scan to e-mail via SMTP whitelist, scan to thumb-drive, and print from USB drive in JPEG and PDF format.

15.8 Have as a minimum, a self-diagnostic system that indicates the following: (a) needs toner and / or developer, (b) needs paper, and (c) needs attention because of a paper jam or similar malfunction, and the location of the problem.

15.9 Have stationary platens that process up to 11" by 17" originals.

15.10 Have the capability to copy pages of spiral or loosely bound documents.

15.11 Meet or exceed EPA standards for manufacturing.

15.12 Have an indicator that clearly shows when the machine is energized and functional or an indicator showing the stand-by mode.

15.13 The collating feature must include the ability to collate, at a minimum, letter (8 1/2" x 11") sized paper, separate copy output into clearly distinct sets. Sets of documents must be separated by offsetting or rotating document sets.

15.14 Energy Star qualified.

# PROCUREMENT & CONTRACT SERVICES INVITATION FOR BIDS NO. 21B042CD



## SCOPE OF WORK AND SPECIFICATIONS

15.15 Support IPv4 and IPv6.

15.16 Must support most current PCL and Postscript drivers.

### 16. COPIER CATEGORIES BY LOT

*(In addition to the General Specifications, copiers offered in each lot must meet or exceed all of the following specifications for each lot. A minus one ( -1) in functionality is allowable in the copies per minute (CPM) specification only. Lots two (2) and eight (8) list an optional automatic stapler function. The lack of this function will not disqualify an offered machine for lots two (2) and eight (8).*

#### **LOT 1 – Monthly B&W Volume is 1,500 Copies (this is not a desktop model):**

1. Copy speeds from **15 or more** copies per minute (CPM) on platen glass.
2. Automatic Reversing or Duplex Document Feeder, minimum 30-pages.
3. Automatic Duplex (1:2, 2:2, 2:1).
4. Minimum of two reduction and two enlargement modes.
5. Minimum dual cassette tray/drawer paper supply.
6. Minimum paper capacity of 500 sheets.
7. Collate a minimum of 10 sets.
8. Copy size range 5 ½” by 8 ½” to 11” by 17”.

#### **LOT 2 – Monthly B&W Volume is 3,500 Copies:**

1. Copy speeds from **21 or more** CPM for B&W on platen glass.
2. Automatic Reversing or Duplex Document Feeder, minimum 50-pages.
3. Automatic Duplex (1:2, 2:2, 2:1).
4. Minimum of two reduction and two enlargement modes.
5. Minimum dual cassette tray/drawer paper supply.
6. Minimum paper capacity of 500 sheets.
7. Collate a minimum of 20 sets.
8. Copy size range 5 ½” by 8 ½” to 11” by 17”.
9. OPTION: Automatic Stapler that staples a minimum of 25 sheets (without operator intervention).

#### **LOT 3 – Monthly B&W Volume is 9,500 Copies:**

1. Copy speeds from **31 or more** CPM for B&W on platen glass.
2. Automatic Reversing or Duplex Document Feeder, minimum 50-pages.
3. Automatic Duplex (1:2, 2:2, 2:1)
4. Variable reduction/enlargement capability with a minimum of three reduction and three enlargement modes.
5. Minimum of three separate cassette tray/drawer paper supplies for letter (8 ½” by 11”), legal (8 ½” by 14”), and ledger (11” by 17”) stock. These may be adjustable trays that can be set for multiple sizes.
6. Minimum paper capacity of 2,000 sheets.
7. Copy size range 5 ½” by 8 ½” to 11” by 17”.
8. Add on Finisher with the capability of collating a minimum of 20 sets and automatically delivering them to an offset tray.
9. Automatic Stapler that staples a minimum of 25 sheets (without operator intervention).

**SCOPE OF WORK AND SPECIFICATIONS**

**LOT 4 – Monthly B&W Volume is 18,500 Copies**

1. Copy speeds from **41 or more** CPM for B&W on platen glass.
2. Automatic Reversing or Duplex Document Feeder, minimum 50-pages.
3. Automatic Duplex (1:2, 2:2, 2:1)
4. Variable reduction/enlargement capability with a minimum of three reduction and three enlargement modes.
5. Minimum of three separate cassette tray/drawer paper supplies for letter (8 ½” by 11”), legal (8 ½” by 14”), and ledger (11” by 17”) stock. These may be adjustable trays that can be set for multiple sizes.
6. Minimum paper capacity of 2,500 sheets.
7. Automatic Paper Select (APS) that allows the copier to detect the size of each original and select the proper sized paper supply.
8. Copy size range 5 ½” by 8 ½” to 11” by 17”.
9. Add on Finisher with the capability of collating a minimum of 20 sets and automatically delivering them to an offset tray.
10. Automatic Stapler that staples a minimum of 25 sheets (without operator intervention).

**LOT 5 – Monthly B&W Volume is 19,500 Copies:**

1. Copy speeds from **55 or more** CPM for B&W on platen glass.
2. Automatic Reversing or Duplex Document Feeder, minimum 50-pages.
3. Automatic Duplex (1:2, 2:2, 2:1)
4. Variable reduction/enlargement capability with a minimum of three reduction and three enlargement modes.
5. Minimum of three separate cassette tray/drawer paper supplies for letter (8 ½” by 11”), legal (8 ½” by 14”), and ledger (11” by 17”) stock. These may be adjustable trays that can be set for multiple sizes.
6. Minimum paper capacity of 2,500 sheets.
7. Automatic Paper Select (APS) that allows the copier to detect the size of each original and select the proper sized paper supply.
8. Copy size range 5 ½” by 8 ½” to 11” by 17”.
9. Add on Finisher with the capability of collating a minimum of 20 sets and automatically delivering them to an offset tray.
10. Automatic Stapler that staples a minimum of 50 sheets (without operator intervention).
11. Includes 2 & 3-hole punch.

**LOT 6 –Monthly B&W Volume 47,500 Copies:**

1. Copy speeds from **70 or more** CPM on B&W on platen glass.
2. Automatic Reversing or Duplex Document Feeder, minimum 75-pages.
3. Automatic Duplex (1:2, 2:2, 2:1)
4. Variable reduction/enlargement capability with a minimum of three reduction and three enlargement modes.

# PROCUREMENT & CONTRACT SERVICES INVITATION FOR BIDS NO. 21B042CD



## SCOPE OF WORK AND SPECIFICATIONS

5. Minimum of three separate cassette tray/drawer paper supplies for letter (8 ½" by 11"), legal (8 ½" by 14"), and ledger (11" by 17") stock. These may be adjustable trays that can be set for multiple sizes.
6. Minimum paper capacity of 2,500 sheets.
7. Automatic Paper Select (APS) that allows the copier to detect the size of each original and select the proper sized paper supply.
8. Copy size range 5 ½" by 8 ½" to 11" by 17".
9. Add on Finisher with the capability of collating a minimum of 50 sets and automatically delivering them to an offset tray.
10. Automatic Stapler with multiple stapling positions that staples a minimum of 50 sheets (without operator intervention).
11. Includes 2 & 3-hole punch.

### **LOT 7 – Monthly B&W Volume is 80,000 Copies:**

1. Copy speeds from **91 or more** CPM for B&W on platen glass.
2. Automatic Reversing or Duplex Document Feeder, minimum 100-pages.
3. Automatic Duplex (1:2, 2:2, 2:1)
4. Variable reduction/enlargement capability with a minimum of three reduction and three enlargement modes.
5. Minimum of three separate cassette tray/drawer paper supplies for letter (8 ½" by 11"), legal (8 ½" by 14"), and ledger (11" by 17") stock. These may be adjustable trays that can be set for multiple sizes.
6. Minimum paper capacity of 2,500 sheets.
7. Automatic Paper Select (APS) that allows the copier to detect the size of each original and select the proper sized paper supply.
8. Copy size range 5 ½" by 8 ½" to 11" by 17".
9. Add on Finisher with the capability of collating a minimum of 50 sets and automatically delivering them to an offset tray.
10. Automatic Stapler with multiple stapling positions that staples a minimum of 100 sheets (without operator intervention).
11. Includes 2 & 3-hole punch.

### **LOT 8 – Monthly B&W Volume is 2,400 Copies –and– Monthly Color Volume is 600 Copies:**

1. Copy speeds from **15 or more** copies per minute (CPM) for B&W, and **8 or more** CPM for color, on platen glass.
2. Automatic Reversing or Duplex Document Feeder, minimum 30-pages.
3. Automatic Duplex (1:2, 2:2, 2:1).
4. Minimum of two reduction and two enlargement modes.
5. Minimum dual cassette tray/drawer paper supply.
6. Minimum paper capacity of 500 sheets.
7. Collate a minimum of 10 sets.
8. Copy size range 5 ½" by 8 ½" to 11" by 17".
9. **OPTION:** Automatic Stapler that staples a minimum of 25 sheets (without operator intervention).



# PROCUREMENT & CONTRACT SERVICES INVITATION FOR BIDS NO. 21B042CD



## SCOPE OF WORK AND SPECIFICATIONS

### **LOT 9 – Monthly B&W Volume is 12,800 Copies –and– Monthly Color Volume is 3,200 Copies:**

1. Copy speeds from **31 or more** CPM for B&W, and **20 or more** for Color, on platen glass.
2. Automatic Reversing or Duplex Document Feeder, minimum 50-pages.
3. Automatic Duplex (1:2, 2:2, 2:1)
4. Variable reduction/enlargement capability with a minimum of three reduction and three enlargement modes.
5. Minimum of three separate cassette tray/drawer paper supplies for letter (8 ½” by 11”), legal (8 ½” by 14”), and ledger (11” by 17”) stock. These may be adjustable trays that can be set for multiple sizes.
6. Minimum paper capacity of 2,000 sheets.
7. Copy size range 5 ½” by 8 ½” to 11” by 17”.
8. Add on Finisher with the capability of collating a minimum of 20 sets and automatically delivering them to an offset tray.
9. Automatic Stapler that staples a minimum of 25 sheets (without operator intervention).
10. Minimum copier memory of 2GB of RAM, and a minimum 80GB hard drive.

### **LOT 10 – Monthly B&W Volume is 20,000 Copies –and– Monthly Color Volume is 5,000 Copies:**

1. Copy speeds from **35 or more** CPM for B&W, and **35 or more** for Color, on platen glass.
2. Automatic Reversing or Duplex Document Feeder, minimum 50-pages.
3. Automatic Duplex (1:2, 2:2, 2:1)
4. Variable reduction/enlargement capability with a minimum of three reduction and three enlargement modes.
5. Minimum of three separate cassette tray/drawer paper supplies for letter (8 ½” by 11”), legal (8 ½” by 14”), and ledger (11” by 17”) stock. Minimum two adjustable trays that can be set for multiple sizes
6. Minimum paper capacity of 2,000 sheets.
7. Copy size range 5 ½” by 8 ½” to 11” by 17”.
8. Add on Finisher with the capability of collating a minimum of 20 sets and automatically delivering them to an offset tray.
9. Automatic Stapler that staples a minimum of 25 sheets (without operator intervention).
10. Minimum copier memory of 2GB of RAM, and a minimum 80GB hard drive.

### **End of Scope of Work and Specification**



# PROCUREMENT & CONTRACT SERVICES INVITATION FOR BIDS NO. 21B042CD



## BID FORM

It is the intent of the University of Alaska to lease, from a qualified vendor, plain paper copiers and multi-function devices (MFDs) which will be used by various University of Alaska Anchorage (UAA) departments under a centralized managed lease program through UAA General Support Services' (GSS) Copy & Print Center/Distributed Copier Services. GSS can neither predict nor guarantee any minimum number of copiers to be leased. The copier quantities listed for each lot are provided for evaluation purposes only.

**Failure to provide the information required for ALL lots may cause the University to declare the Bidder non-responsive and remove the bid from consideration.**

**Note: Costs for the pre-printed items: COIN OP, PCL DRIVE, AND FAX BOARD must remain in effect for the full term of the contract, however, these costs will NOT be used for the purpose of evaluation.**

**Note:** **CPC** = Cost Per Copy  
**CPM** = Copies Per Month

**Bid Requirement:** The contract for these goods and services will be awarded to the low responsive, responsible Bidder. Bidders are required to bid all lots. Bids shall be evaluated using the combined 36-month lease price total for all lots.

<u>Description</u>	<u>Bid Total (36 Months)</u>
University of Alaska Anchorage plain paper copiers and multi-function devices (Lots 1-10)	\$

**Relocation Fees:** Copier / MFD relocation fees shall be effective for all lots.

<u>Description</u>	<u>Flat Fee: Relocation</u>
Relocation of one (1) Copier / MFD within the same UAA Building or Facility	\$
Relocation of one (1) Copier / MFD to a different UAA Building or Facility	\$

**BIDDER REQUIREMENT:** Provide additional details on offered copiers and multi-function devices by attaching the appropriate documentation to your bid submission in PDF file format.

**REQUIREMENT:**

**CONFIRMATION (Check)**

Attach brochures and any relevant literature describing the offered equipment

**BIDS WILL BE RECEIVED IN THE FOLLOWING FORMAT**



**PDF Submitted via the Bonfire Portal**

**BIDDER:**

This bid is submitted by:

\_\_\_\_\_  
(Printed Name of Bidder)

\_\_\_\_\_  
(Printed Name of Individual)

\_\_\_\_\_  
(Signature of Individual)

\_\_\_\_\_  
(Title)

# PROCUREMENT & CONTRACT SERVICES INVITATION FOR BIDS NO. 21B042CD



## BID FORM

### LOT 1 – BLACK & WHITE COPIER

BRAND AND MODEL OFFERED: \_\_\_\_\_

Provide the name and part number for each accessory or option necessary to meet the minimum specification requirements, included in the bid price:

ACCESSORY	PART #	ACCESSORY	PART #	COST
_____	_____	_____	_____	_____
_____	_____	<u>COIN OP</u>	_____	_____
_____	_____	<u>PCL DRIVE</u>	_____	_____
_____	_____	<u>FAX BOARD</u>	_____	_____

1. Lease Price including Maintenance for 1,500 Copies per Month: \$ \_\_\_\_\_

x 36 Months = 36 Month Lease Total: \$ \_\_\_\_\_ x 14 Copiers = \$ \_\_\_\_\_

2. B&W CPC over 1,500 CPM: \$ \_\_\_\_\_

### LOT 2 – BLACK & WHITE COPIER

BRAND AND MODEL OFFERED: \_\_\_\_\_

Provide the name and part number for each accessory or option necessary to meet the minimum specification requirements, included in the bid price:

ACCESSORY	PART #	ACCESSORY	PART #	COST
_____	_____	_____	_____	_____
_____	_____	<u>STAPLE FUNCTION</u>	_____	_____
_____	_____	<u>PCL DRIVE</u>	_____	_____
_____	_____	<u>FAX BOARD</u>	_____	_____

1. Lease Price including Maintenance for 3,500 Copies per Month: \$ \_\_\_\_\_

x 36 Months = 36 Month Lease Total: \$ \_\_\_\_\_ x 8 Copiers = \$ \_\_\_\_\_

2. B&W CPC over 3,500 CPM: \$ \_\_\_\_\_

Bidder's Name: \_\_\_\_\_

# PROCUREMENT & CONTRACT SERVICES INVITATION FOR BIDS NO. 21B042CD



## BID FORM

### LOT 3 – BLACK & WHITE COPIER

BRAND AND MODEL OFFERED: \_\_\_\_\_

Provide the name and part number for each accessory or option necessary to meet the minimum specification requirements, included in the bid price:

ACCESSORY	PART #	ACCESSORY	PART #	COST
_____	_____	_____	_____	
_____	_____	_____	_____	
_____	_____	<u>PCL DRIVE</u>	_____	_____
_____	_____	<u>FAX BOARD</u>	_____	_____

1. Lease Price including Maintenance for 9,500 Copies per Month: \$ \_\_\_\_\_

x 36 Months = 36 Month Lease Total: \$ \_\_\_\_\_ x 16 Copiers = \$ \_\_\_\_\_

2. B&W CPC over 9,500 CPM: \$ \_\_\_\_\_

### LOT 4 – BLACK & WHITE COPIER

BRAND AND MODEL OFFERED: \_\_\_\_\_

Provide the name and part number for each accessory or option necessary to meet the minimum specification requirements, included in the bid price:

ACCESSORY	PART #	ACCESSORY	PART #	COST
_____	_____	_____	_____	
_____	_____	_____	_____	
_____	_____	<u>PCL DRIVE</u>	_____	_____
_____	_____	<u>FAX BOARD</u>	_____	_____

1. Lease Price including Maintenance for 18,500 Copies per Month: \$ \_\_\_\_\_

x 36 Months = 36 Month Lease Total: \$ \_\_\_\_\_ x 8 Copiers = \$ \_\_\_\_\_

2. B&W CPC over 18,500 CPM: \$ \_\_\_\_\_

Bidder's Name: \_\_\_\_\_

# PROCUREMENT & CONTRACT SERVICES INVITATION FOR BIDS NO. 21B042CD



## BID FORM

### LOT 5 – BLACK & WHITE COPIER

BRAND AND MODEL OFFERED: \_\_\_\_\_

Provide the name and part number for each accessory or option necessary to meet the minimum specification requirements, included in the bid price:

ACCESSORY	PART #	ACCESSORY	PART #	COST
_____	_____	_____	_____	
_____	_____	_____	_____	
_____	_____	_____	_____	
_____	_____	<u>PCL DRIVE</u>	_____	_____

1. Lease Price including Maintenance for 19,500 Copies per Month: \$ \_\_\_\_\_

x 36 Months = 36 Month Lease Total: \$ \_\_\_\_\_ x 3 Copiers = \$ \_\_\_\_\_

2. B&W CPC over 19,500 CPM: \$ \_\_\_\_\_

### LOT 6 – BLACK & WHITE COPIER

BRAND AND MODEL OFFERED: \_\_\_\_\_

Provide the name and part number for each accessory or option necessary to meet the minimum specification requirements, included in the bid price:

ACCESSORY	PART #	ACCESSORY	PART #	COST
_____	_____	_____	_____	
_____	_____	_____	_____	
_____	_____	_____	_____	
_____	_____	<u>PCL DRIVE</u>	_____	_____

1. Lease Price including Maintenance for 47,500 Copies per Month: \$ \_\_\_\_\_

x 36 Months = 36 Month Lease Total: \$ \_\_\_\_\_ x 9 Copiers = \$ \_\_\_\_\_

2. B&W CPC over 47,500 CPM: \$ \_\_\_\_\_

Bidder's Name: \_\_\_\_\_

# PROCUREMENT & CONTRACT SERVICES INVITATION FOR BIDS NO. 21B042CD



## BID FORM

### LOT 7 – BLACK & WHITE COPIER

BRAND AND MODEL OFFERED: \_\_\_\_\_

Provide the name and part number for each accessory or option necessary to meet the minimum specification requirements, included in the bid price:

ACCESSORY	PART #	ACCESSORY	PART #	COST
_____	_____	_____	_____	
_____	_____	_____	_____	
_____	_____	_____	_____	
_____	_____	<u>PCL DRIVE</u>	_____	_____

1. Lease Price including Maintenance for 80,000 Copies per Month: \$ \_\_\_\_\_

x 36 Months = 36 Month Lease Total: \$ \_\_\_\_\_ x 3 Copiers = \$ \_\_\_\_\_

2. B&W CPC over 80,000 CPM: \$ \_\_\_\_\_

### LOT 8 – COLOR COPIER

BRAND AND MODEL OFFERED: \_\_\_\_\_

Provide the name and part number for each accessory or option necessary to meet the minimum specification requirements, included in the bid price:

ACCESSORY	PART #	ACCESSORY	PART #	COST
_____	_____	_____	_____	
_____	_____	<u>STAPLE FUNCTION</u>	_____	_____
_____	_____	<u>PCL DRIVE</u>	_____	_____
_____	_____	<u>FAX BOARD</u>	_____	_____

1. Lease Price including Maintenance for 2,400 B&W and 600 Color Copies per Month: \$ \_\_\_\_\_

x 36 Months = 36 Month Lease Total: \$ \_\_\_\_\_ x 2 Copiers = \$ \_\_\_\_\_

2. B&W CPC over 2,400 CPM: \$ \_\_\_\_\_

3. Color CPC over 600 CPM: \$ \_\_\_\_\_

Bidder's Name: \_\_\_\_\_

# PROCUREMENT & CONTRACT SERVICES INVITATION FOR BIDS NO. 21B042CD



## BID FORM

### LOT 9 – COLOR COPIER

BRAND AND MODEL OFFERED: \_\_\_\_\_

Provide the name and part number for each accessory or option necessary to meet the minimum specification requirements, included in the bid price:

ACCESSORY	PART #	ACCESSORY	PART #	COST
_____	_____	_____	_____	
_____	_____	_____	_____	
_____	_____	<u>PCL DRIVE</u>	_____	_____
_____	_____	<u>FAX BOARD</u>	_____	_____

1. Lease Price including Maintenance for 12,800 B&W and 3,200 Color Copies per Month: \$ \_\_\_\_\_

x 36 Months = 36 Month Lease Total \$ \_\_\_\_\_ x 13 Copiers = \$ \_\_\_\_\_

2. B&W CPC over 12,800 CPM: \$ \_\_\_\_\_

3. Color CPC over 3,200 CPM: \$ \_\_\_\_\_

### LOT 10 – COLOR COPIER

BRAND AND MODEL OFFERED: \_\_\_\_\_

Provide the name and part number for each accessory or option necessary to meet the minimum specification requirements, included in the bid price:

ACCESSORY	PART #	ACCESSORY	PART #	COST
_____	_____	_____	_____	
_____	_____	_____	_____	
_____	_____	_____	_____	
_____	_____	<u>PCL DRIVE</u>	_____	_____

1. Lease Price including Maintenance for 20,000 B&W and 5,000 Color Copies per Month: \$ \_\_\_\_\_

x 36 Months = 36 Month Lease Total \$ \_\_\_\_\_ x 5 Copiers = \$ \_\_\_\_\_

2. B&W CPC over 20,000 CPM: \$ \_\_\_\_\_

3. Color CPC over 5,000 CPM: \$ \_\_\_\_\_

### GRAND TOTAL

36 MONTH BID PRICE FOR LOTS 1 THROUGH 10: \$ \_\_\_\_\_

Bidder's Name: \_\_\_\_\_

# PROCUREMENT & CONTRACT SERVICES INVITATION FOR BIDS NO. 21B042CD



## REPRESENTATIONS, CERTIFICATIONS & STATEMENTS OF BIDDERS

### 1. TYPE OF BUSINESS ORGANIZATION

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

(a) It operates as

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

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

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

### 2. PARENT COMPANY INFORMATION

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

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

### 3. TAXPAYER IDENTIFICATION

(a) Definitions

- (1) "Common parent," as used in this solicitation provision, means a Bidder/Offeror that is a member of an affiliated group of corporations that files its Federal income tax returns on a consolidated basis.
- (2) "Corporate status," as used in this solicitation provision, means a designation as to whether the Bidder/Offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.



# PROCUREMENT & CONTRACT SERVICES INVITATION FOR BIDS NO. 21B042CD



## REPRESENTATIONS, CERTIFICATIONS & STATEMENTS OF BIDDERS

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

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

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

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

☐ TIN: \_\_\_\_\_

☐ TIN has not been applied for.

☐ TIN is not required because: \_\_\_\_\_  
\_\_\_\_\_

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the US.

☐ Offeror is an agency or instrumentality of a state or local government.

☐ Other. Explain basis \_\_\_\_\_  
\_\_\_\_\_

(d) Corporate Status of Bidder/Offeror:

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

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services

☐ Other corporate entity

☐ Not a corporate entity

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a)

(e) Common Parent:

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

☐ Bidder/Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

# PROCUREMENT & CONTRACT SERVICES INVITATION FOR BIDS NO. 21B042CD



## REPRESENTATIONS, CERTIFICATIONS & STATEMENTS OF BIDDERS

☐ Name and TIN of Bidder/Offeree's common parent:

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

TIN: \_\_\_\_\_

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

☐ Joint Venture consists of:

(Bidder/Offeree 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).

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### 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.

# PROCUREMENT & CONTRACT SERVICES INVITATION FOR BIDS NO. 21B042CD



## REPRESENTATIONS, CERTIFICATIONS & STATEMENTS OF BIDDERS

(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

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### 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 U.S. Small Business Administration under 13 CFR 124.1.

### 10. WOMAN-OWNED SMALL BUSINESS REPRESENTATION

# PROCUREMENT & CONTRACT SERVICES INVITATION FOR BIDS NO. 21B042CD



## REPRESENTATIONS, CERTIFICATIONS & STATEMENTS OF BIDDERS

- (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 NON-SEGREGATED FACILITIES

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

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

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

# PROCUREMENT & CONTRACT SERVICES INVITATION FOR BIDS NO. 21B042CD



## REPRESENTATIONS, CERTIFICATIONS & STATEMENTS OF BIDDERS

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

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

### 14. CLEAN AIR AND WATER CERTIFICATION

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

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

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

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

### 15. ANTI-KICKBACK PROVISIONS

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

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

### 16. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION

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

# PROCUREMENT & CONTRACT SERVICES INVITATION FOR BIDS NO. 21B042CD



## REPRESENTATIONS, CERTIFICATIONS & STATEMENTS OF BIDDERS

belief, genetic information, or other legally protected status. The University's commitment to nondiscrimination, including against sex discrimination, applies to students, employees, and applicants for admission and employment. Contact information, applicable laws, and complaint procedures are included on UA's statement of nondiscrimination available at [www.alaska.edu/titleIXcompliance/nondiscrimination](http://www.alaska.edu/titleIXcompliance/nondiscrimination)

### 17. 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.

### 18. 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.

### 19. PENALTY FOR FALSE STATEMENTS

(a) The penalty for false statements or misrepresentations in connection with matters relating to University of Alaska procurements or contracts is prescribed in AS 36.30.687. "Misrepresentation," as used here means a false or misleading statement of material fact, or conduct intended to deceive or mislead concerning material fact, even though it may not succeed in deceiving or misleading.

(b) The penalty for making false statements in bids or offers relating to federal procurement matters is prescribed in 18 U.S.C. 1001.

### 20. CERTIFICATION OF PROCUREMENT INTEGRITY

By submitting its 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.

### 21. DRUG FREE WORKPLACE

To the extent that any facilities, equipment, vessel or vehicle to be provided under this bid/offer is to be used as a place of work by University of Alaska employees, the Bidder/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.)

### 22. BIDDER/OFFEROR CERTIFICATION AND REPRESENTATION SIGNATURE

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

- (1) Bidder Preference

# PROCUREMENT & CONTRACT SERVICES INVITATION FOR BIDS NO. 21B042CD



## REPRESENTATIONS, CERTIFICATIONS & STATEMENTS OF BIDDERS

- ☐ 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- ☐ 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.

### 23. 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)



# PROCUREMENT & CONTRACT SERVICES INVITATION FOR BIDS NO. 21B042CD



## SAMPLE NON-PERSONAL SERVICES CONTRACT NON-PERSONAL SERVICES CONTRACT

between

and

UNIVERSITY OF ALASKA  
Procurement & Contract Services  
P.O. Box 757940  
Fairbanks, AK 99775-7940

\_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Contract Number)

\_\_\_\_\_  
(Date of Contract)

The UNIVERSITY OF ALASKA, hereafter referred to as the CONTRACTING AGENCY and \_\_\_\_\_ hereafter referred to as the CONTRACTOR mutually agree as follows. This Contract sets forth the terms and conditions under which the CONTRACTING AGENCY proposes to use the services of the CONTRACTOR for

\_\_\_\_\_  
(Short Name of Services or Project)

**This is a Contract of the type indicated by a check mark below:**

☐ This is a fixed price type contract. (Applicable if marked) ☐ This is a cost-reimbursement type contract (Applicable if marked)

### 1. SCOPE OF WORK.

The work or service to be performed by the CONTRACTOR for the CONTRACTING AGENCY under this Contract (hereinafter collectively referred to as "Work") is more fully described in Schedule A attached hereto.

### 2. PERIOD OF PERFORMANCE

Performance of the Work shall commence on \_\_\_\_\_ or the date specified in University of Alaska Purchase Order, whichever is later, and continue through \_\_\_\_\_, unless terminated earlier under the provisions of this Contract.

This Contract may be renewed or extended, subject to funding limitations and other provisions specified herein.

### 3. AMOUNT OF CONTRACT.

In consideration for performance of the Work described herein, the CONTRACTING AGENCY will pay the CONTRACTOR a sum not to exceed

\_\_\_\_\_  
(Total Amount of Contract)

### 4. CONTRACT ADMINISTRATION. The CONTRACTING AGENCY'S Contract Administrator for this Contract is

\_\_\_\_\_  
(Typed or Printed Name)

Mailing Address \_\_\_\_\_

# PROCUREMENT & CONTRACT SERVICES INVITATION FOR BIDS NO. 21B042CD



## SAMPLE NON-PERSONAL SERVICES CONTRACT

Phone: (907) \_\_\_\_\_

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

**5. FUNDING.** Issuance of a University of Alaska Purchase Order shall constitute notice of funding for the Work covered by this Contract. Funding for this Contract shall be in accordance with the following provision.

### FUNDING - 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) If the Contract performance covers a period spanning more than the current fiscal year, the CONTRACTING AGENCY is not liable for payments in unfunded future years until funds are confirmed by a purchase order covering such periods as required by this provision. **The period covered by funding will be specified in the applicable University of Alaska Purchase Order.**

### 6. INVOICES AND TERMS OF PAYMENT.

(a) Payments for any good or service furnished under this Contract will be due 30 days after (i) receipt and acceptance of goods and/or services, (ii) receipt of proper billing, or (iii) receipt and approval of all documents required by the Contract, by the CONTRACTING AGENCY, whichever is latest. The provisions of this paragraph do not apply if a payment is in dispute under the Contract.

(b) Invoices will be sent to the address shown in the applicable University of Alaska Purchase Order. Payments will be sent to the address indicated on the CONTRACTOR'S invoice.

(c) Payment is considered made on the date when the payment is personally delivered to the CONTRACTOR or the agent of the CONTRACTOR, or on the date the payment is mailed.

(d) The CONTRACTOR on receiving final payment will execute a release, if required by the CONTRACTING AGENCY, in full of all claims against the University of Alaska arising out of or by reason of the services and work products furnished under this Contract.

**7. PERSONNEL.** The CONTRACTOR shall ensure that its employees, agents, and subcontractors observe and comply with applicable laws, rules, regulations, ordinances, and procedures and do not engage in activities objectionable to government authorities. The CONTRACTOR at its own expense will replace any of its employees, agents or subcontractors (1) whose conduct or behavior may be reasonably considered by the CONTRACTING AGENCY to be inimical to the maintenance of harmonious relations between the CONTRACTING AGENCY and such authorities, or (2) whom the CONTRACTING AGENCY may consider to be technically incompetent or otherwise objectionable. The CONTRACTOR shall include this provision, including this statement in every subcontract.

### 8. APPROVAL OF SUBCONTRACTORS.

(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.

**9. SAFETY.** The CONTRACTOR shall comply with all federal, state and municipal laws, rules, regulations, and ordinances which are now or may become applicable to operations covered by this Contract or arising out of the performance of such operations, and shall comply, but not by way of limitation, with the Occupational Safety and Health Act and will ensure that its employees, agents, and subcontractors, observe and comply with such laws, rules, regulations and procedures and do not engage in activities which are inconsistent with this provision. The CONTRACTOR shall include this provision, including this statement in every subcontract.

**10. NONWAIVER.** Either party's failing to enforce a provision of this Contract does not waive the provision or affect the validity of the Contract or a party's right to enforce any provision of the Contract.

**11. JURISDICTION AND CHOICE OF LAW.** Any civil action arising from this Contract shall be brought in the trial courts in the city

# PROCUREMENT & CONTRACT SERVICES INVITATION FOR BIDS NO. 21B042CD



## SAMPLE NON-PERSONAL SERVICES CONTRACT

nearest the CONTRACTING AGENCY department involved in the dispute. The law of the State of Alaska governs this Contract.

**12. SEVERABILITY.** Any provision of this Contract decreed invalid by a court of competent jurisdiction shall not invalidate the remaining provisions of the Contract.

**13. CONFLICT OF INTEREST.** This Contract is subject to the provisions of the Alaska Executive Branch Ethics Act AS 39.52 et seq, University of Alaska Procurement Regulations, Alaska Administrative Code 23 AAC 05, and the CONTRACTING AGENCY may cancel this Contract if any person significantly involved in negotiating, drafting, securing or obtaining this Contract for or on behalf of the CONTRACTING AGENCY becomes an employee in any capacity of any other party or a consultant to any other party with reference to the subject matter of this Contract while the Contract or any extension hereof is in effect.

**14. AUDIT.** It is understood that if the primary source of the CONTRACTING AGENCY'S funds for this project is Federal, the Contract is subject to Federal audit, including access to, availability, and examination of CONTRACTOR records in accordance with the Contract General Provisions.

**15. RENEWAL, EXTENSION, AND MODIFICATION OF CONTRACT.** Any renewal, extension, or other change to this Contract shall not be effective unless approved in writing by the Procurement Officer for the University of Alaska.

**16. PUBLICITY.** The CONTRACTOR shall not release any information for publication or advertising purposes relative to the services furnished under this Contract without the prior written consent of the CONTRACTING AGENCY.

**17. AGREEMENT.** This Contract consists of this written agreement, clauses (1) through (17), and attachments as listed herein. The persons whose signatures are affixed and dated below, possess requisite authority to bind the parties to the obligations of this Contract.

Attachments (As indicated by check marks)

- ☒ 1. Appendix "A" Scope of Work
- ☐ 2. Appendix "B" Schedule of Items or Services
- ☐ 3. Special Provisions
- ☒ 4. Non-Personal Svcs. Contract General Provisions
- ☒ 5. Additional General Provisions
- ☐ 6. Policies of the University of Alaska Board of Regents and University of Alaska Regulations concerning Patents and Copyrights
- ☐ 7. Other:

This Contract with attachments constitutes the entire agreement between the parties, and supersedes all previous communications, representations, or agreements regarding this subject, whether written or oral, between the parties. The persons whose signatures are affixed and dated below, possess requisite authority to bind the parties to the obligations of this Contract.

CONTRACTOR: \_\_\_\_\_

Tax I.D. No: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Signature)

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

\_\_\_\_\_  
(Name and Title of Signer -- Type or Print)

UNIVERSITY OF ALASKA

By: \_\_\_\_\_  
(Procurement Officer Signature)

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

\_\_\_\_\_  
(Name and Title of Signer -- Type or Print)

# PROCUREMENT & CONTRACT SERVICES INVITATION FOR BIDS NO. 21B042CD



## SAMPLE NON-PERSONAL SERVICES CONTRACT GENERAL PROVISIONS

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

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

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

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

strikes and lockouts) is remedied so far as possible with reasonable dispatch.

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

### 3. TERMINATION OR SUSPENSION OF WORK

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

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

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

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

# PROCUREMENT & CONTRACT SERVICES INVITATION FOR BIDS NO. 21B042CD



## SAMPLE NON-PERSONAL SERVICES CONTRACT GENERAL PROVISIONS

"Excusable Delays, Extension of Performance Period," the termination shall be deemed to have been for the convenience of the Contracting Agency. In such event, settlement costs and the contract price maybe adjusted as provided in this clause for convenience termination.

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

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

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

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

### 5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

This provision is applicable if the contract amount exceeds \$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 subcontractors by this Agreement shall be endorsed to name the University as an additional insured.



# PROCUREMENT & CONTRACT SERVICES INVITATION FOR BIDS NO. 21B042CD



## SAMPLE NON-PERSONAL SERVICES CONTRACT GENERAL PROVISIONS

(d) 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.

(e) 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.

(f) 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 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.

# PROCUREMENT & CONTRACT SERVICES INVITATION FOR BIDS NO. 21B042CD



## SAMPLE NON-PERSONAL SERVICES CONTRACT GENERAL PROVISIONS

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

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

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

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

### 16. GOVERNING LAWS

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

### 17. PATENT INDEMNITY AND COPYRIGHT INFRINGEMENT

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

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

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

(b) Patent Indemnity and Copyright Infringement:

The Contractor shall indemnify and save harmless the University of Alaska, its Board of Regents, and its officers and employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the University of Alaska. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the contract price includes all royalties or cost arising from the use of such design, device, or materials in anyway involved in the work.

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

### 18. OFFICIALS NOT TO BENEFIT

(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.



# PROCUREMENT & CONTRACT SERVICES INVITATION FOR BIDS NO. 21B042CD



## SAMPLE NON-PERSONAL SERVICES CONTRACT GENERAL PROVISIONS

(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. Both parties subscribe to the policy of equal opportunity and will 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. Both parties shall abide by these principles in the administration of this agreement and neither party shall impose criteria which would violate the principles of non-discrimination. Both parties agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, and Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, as amended, and related regulations, and further shall comply with all applicable federal and state laws, rules, regulations, and Executive Orders. The University is required to follow Board of Regents' Policy and University Regulation regarding harassment and discrimination reporting and investigation, regardless of where the alleged conduct occurs; Contractor agrees to cooperate with any related processes, including interim measures and investigation. Contact information, applicable laws, and complaint procedures are included on the University of Alaska's statement of nondiscrimination available at [www.alaska.edu/titleIXcompliance/nondiscrimination](http://www.alaska.edu/titleIXcompliance/nondiscrimination).

### 25. PROTECTION OF MINORS

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

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

- 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.

# PROCUREMENT & CONTRACT SERVICES

## INVITATION FOR BIDS NO. 21B042CD



### SAMPLE NON-PERSONAL SERVICES CONTRACT GENERAL PROVISIONS

(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.

(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.

# PROCUREMENT & CONTRACT SERVICES INVITATION FOR BIDS NO. 21B042CD



## SAMPLE NON-PERSONAL SERVICES CONTRACT GENERAL PROVISIONS

(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 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

# PROCUREMENT & CONTRACT SERVICES INVITATION FOR BIDS NO. 21B042CD



## SAMPLE NON-PERSONAL SERVICES CONTRACT GENERAL PROVISIONS

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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## SAMPLE ADDITIONAL NON-PERSONAL SERVICES CONTRACT GENERAL PROVISIONS

**1. CONTRACT / LEASE TYPE AND CONTRACT TERM:** The purpose of this contract is to procure fixed price operating leases of copiers for a three-year term from date of award. The term of each machine's 36-month operating lease will be from the date of installation and acceptance by The University. The lease shall not transfer ownership of the equipment to the lessee.

The present value of the lease payments (excluding executory costs) may not equal or exceed 90% of the fair value of the leased property. Minimum lease payments include the minimum payments the lessee is obligated to make to the lessor under the lease agreement.

**2. PRICING:** All prices submitted on the Bid Form must include cost associated with packing, shipping, handling, delivery to and setup at the F.O.B. No price increases will be allowed. The lease and CPC prices offered shall remain firm for the life of the Contract.

**3. MONTHLY MAINTENANCE COST AND EXCESS COPY CHARGE:** Maintenance will be funded through a **Cost Per Copy (CPC)** charge. The **monthly maintenance price** is a fixed amount based on the **monthly maintenance volume** provided in the specifications for each lot multiplied by the **CPC** per the Bid Form. CPC's will remain the same throughout the life of the initial contract. The color copier maintenance cost is the maintenance prices for black and white and color totaled.

Quarterly, from the start of each maintenance term, the Contractor will be allowed to bill UAA an excess copy charge for copies that exceed the monthly maintenance volume. The Contractor will multiply the number of excess copies times the appropriate CPC to determine the excess copy charges. The Contractor must use actual machine copy counts to establish excess copy charges. Estimates of any kind are not allowed.

It is the Contractor's responsibility to notify the University, within 60 days, after each quarterly term that the specified monthly maintenance volume has been exceeded during the preceding quarter. If notification is not received within the 60 days, there will be no allowance for excess copy charges for that period.

For the color lots, an 80/20 rule will apply. It is anticipated that 80% of the copies on a color copier will be B&W, while 20% of the copies will be in color. The 80/20 calculations are based on the volumes for the corresponding B&W lots.

**4. FUNDING:** Approval or continuation of a contract resulting from this bid is contingent upon University support, the State of Alaska and / or Federal government funding. In the event that funding needed to support the lease requirements is eliminated, in whole or in part, UAA may have to cancel a lease or leases in its or their entirety. Should that occur, UAA would provide at least 90 days' written notice to the Contractor. With that notice, the University shall only be liable for any lease agreement through the current appropriation period without further obligation or penalty.

**5. F.O.B. POINT:** The F.O.B. point will be final destination on the UAA campus and local area. Responsibility to the ordered items remains with the Contractor until the items have been delivered to

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## SAMPLE ADDITIONAL NON-PERSONAL SERVICES CONTRACT GENERAL PROVISIONS

their final destination, accepted by the University, and all contractual obligations are fulfilled. The Contractor will be required to:

- 5.1 Pack and mark and furnish shipping in accordance with best industry practices, and commensurate with the requirements of the mode of shipping selected (packaging must be new and suitable for shipment and short-term warehouse storage), free of expense to The University, to the final destination specified in The University's order.
- 5.2 Place the ordered item(s) within University premises including delivery to a specific room within a building if so specified.
- 5.3 Be responsible for any loss and/or damage to the shipment occurring prior to receipt of the shipment by the consignee at the delivery point specified, including the filing of all shipping claims as applicable.
- 5.4 Set-up and/or install any equipment ordered from this contract.

Prices offered must include all costs associated with set-up and installation, testing, initial operator training, travel expenses, taxes, shipping, packing, and delivery and pickup costs at the end of the lease, to and from the F.O.B. point. The University will pay for the required electrical wiring. No additional costs will be allowed.

**NOTE: All equipment deliveries and pickups must be coordinated through University Contract Administrators.**

**6. EQUIPMENT ORDERS:** Departments will make the request for copiers to the University Contract Administrators.

**7. DELIVERY:** Delivery and installation must be made within 30 days after order placement. Failure to deliver within the time specified in this section may be grounds for The University to cancel the order and lease from another Contractor.

The Contractor must notify the freight company that the University facility receiving the order requires 24 hours' advance notice of delivery. The University shall include the delivery address, a point of contact name and a point of contact telephone number at the delivery address on each machine order issued as a result of this contract.

**8. INSTALLATION:** Installations must include complete users' training, supplies and conclude with testing properly functioning equipment as specified. The cost of these services is to be included in the price indicated in the bid.

Contractor is to coordinate installation and if necessary a network connection and ensure the connection is active. Once the network connection is active the University Contract Administrator's technical support is to coordinate with Contractor to have all network components installed. The University Contract Administrator is to obtain the IP address and for the digital copier.

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## SAMPLE ADDITIONAL NON-PERSONAL SERVICES CONTRACT GENERAL PROVISIONS

**9. EQUIPMENT REMOVAL:** All removals of equipment are to be authorized only by the University Contractor Administrator.

**10. COPIER TRACKING:** Contractor shall maintain a current list of copiers, lot numbers, department locations, ID numbers, toner cartridge and staple types. The list should be kept in an Excel format and provided each time a new copier is placed throughout the contract time.

**11. CONTRACT MODIFICATION AND AMENDMENT:** The parties may adjust the specific terms of this contract where circumstances beyond the control of either party require modification or amendment. All proposed modification or amendment by the Contractor shall be in writing to the University Contract Administrator.

The University, without invalidating the contract, may at any time, by written order, and without notice to the sureties (if any) make changes within the general scope of this contract to any one or more of the following:

11.1 Description of supplies and equipment to be furnished, or services to be performed.

11.2 Time of performance, (i.e. hours of the day, days of the week, etc.).

11.3 Place of performance or delivery.

11.4 Method of shipping or packing.

If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, the contracting officer shall modify the contract to make an equitable adjustment in the contract price and or the delivery schedule based on the mutual agreed of both parties.

All agreed upon changes outside the scope of the original Contract shall be ordered by means of a written Change Order / Modifications to the Contract and signed by both parties. Verbal modifications will not be honored.

**12. THIRD-PARTY FINANCING AGREEMENT:** Third party financing agreement will be permitted provided that the terms and conditions they contain do not diminish or conflict with the terms and conditions contained in this bid. In the event conflict arises, the Contractor agrees to be bound solely by the University's contract and terms and conditions and agrees that the conflicting third-party financing agreement terms and conditions will be considered null and void. The University will not be responsible for identifying such conflicting terms and conditions before issuing a contract or signing a third-party agreement. Throughout the life of the contract and/or the third party financing agreement: (1) if conflict arises between a third party financing agreement term or condition of the contract, the term or condition of this contract will prevail; and; (2) if The University's rights are diminished as a result of the application of a third party financing agreement term or condition such term or condition will be considered null and void and the contract term or condition will prevail. By signature on this bid the Contractor



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### SAMPLE ADDITIONAL NON-PERSONAL SERVICES CONTRACT GENERAL PROVISIONS

acknowledges this requirement and indicates unconditional acceptance of this third-party financing agreement clause.

**13. CONTINUING OBLIGATION OF CONTRACTOR:** Regardless of the terms and conditions of any third-party financing agreement, the Contractor agrees that none of its responsibilities, under this contract, are transferable and that the Contractor, alone, will continue to be solely responsible until the expiration date of the contract. Such responsibilities include, but are not limited to, the provisions of the machine, training, warranty service, service maintenance, parts and the provision of consumable supplies.

**14. DISCONTINUED MODELS:** If a model is discontinued by the manufacturer, the Contractor may submit a substitution request to the contracting officer. Discontinued models can only be replaced by models from the same manufacturer. The request must be in writing and must contain a statement, with supporting information, that the manufacturer has discontinued the original item. The substitute item and any required options must be equal to or better than the discontinued item and must be offered at the same price as the copier being replaced. The contracting officer will approve or deny the request. Replacement of discontinued models may be requested at any time during the life of the contract.

**15. AUTHORIZED DEALER:** The Contractor must be an original equipment manufacturer (OEM), an authorized distributor, or an authorized reseller with legal authority to bind the manufacturer to the terms and conditions of this bid. Contractor warrants that the items, when delivered, will be in good working order and will conform to the manufacturer's official published specifications and the technical specifications of the solicitation

**16. FINAL ACCEPTANCE:** UAA General Support Services shall verify the proper working condition of the equipment, prior to acceptance for any payments.

**17. ALTERNATE PURCHASING:** UAA General Support Services reserves the right to lease copiers from other sources. All other UAA departments are required to lease through GSS.

**18. RELOCATION:** Any subsequent relocation after delivery required by a department move or equipment transfer shall be performed by the Contractor. The Contractor is responsible for the transportation, disassembly, and setup of the relocated machine. The University is responsible for cost of the relocations at the price provided in the bid response.

**19. UPGRADES / DOWNGRADES:** If a particular machine has been in place for a minimum of twelve consecutive months, and there is verifiable and documented evidence of an increase/ decrease in the average monthly copy/print volume, or if there is a need for an upgraded copier at any time, the site may, without penalty, request that the Contractor upgrade/downgrade the equipment to a machine which better reflects actual usage. An upgrade/downgrade replacement will be considered as a continuation of the initial 36-month lease (not a new 36-month lease). If a department is being dissolved or absorbed, and the department has documented to the Contract Administrator that the machine can no longer be supported, The University may request cancellation of the lease on that machine.

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## SAMPLE ADDITIONAL NON-PERSONAL SERVICES CONTRACT GENERAL PROVISIONS

The Contractor will be responsible for all costs associated with pickup, disassembly and disposition of the old machine and delivery of the new machine.

**20. TEMPORARY SUBSTITUTION OF MACHINE:** Machines must be delivered and installed within the period specified under in the delivery clause. If a machine cannot be installed within the period specified, one of the following will apply:

- 20.1 A substitute machine, of equal or greater performance capability, as determined by UA Procurement and Contract Services, must be temporarily installed pending the installation of the requested machine. All transportation, delivery, installation or removal charges will be paid by the Contractor. The cost of the temporary substituted machine will be billed at a price equal to or less than the machine offered.
- 20.2 Continued failure to install a satisfactory machine will place the Contractor in default. The contract may then be cancelled and The University may seek other remedies under breach of contract.
- 20.3 If the Contractor temporarily substitutes a machine, the Contractor must provide additional training appropriate for the substitute free of charge.

**21. UNIVERSITY CONTRACT ADMINISTRATORS:** After award of this contract, representatives from UAA GSS will be appointed to be the University's authorized representatives in all matters pertaining to the administration of the terms and conditions of this contract and to whom all notices must be sent. The successful Contractor contract manager will be responsible for coordinating all matters pertaining to the resultant contract with The University's contract administrators.

The Contract Administrators have 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. A UA Procurement and Contract Services representative shall be Contract Administrator for any formal changes in service, frequency, or performance issues.

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

- 22.1. The Contract Manager shall have full authority to act for the Contractor in all matters relative to the performance of the Contract. The Contract Manager shall be the customer service manager. In order to meet with the Contract Administrator to submit, and receive reports, inspections, direction, discuss any deficiencies in performance, or other matters of concern to both parties.
- 22.2 During any absenteeism of the Contract Manager, planned or unplanned, the Contractor shall provide a fully qualified replacement authorized to act with the full authority of the Contract Manager.

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22.3 The Contract Manager, or designee, shall have, maintain, and check daily an e-mail address to facilitate prompt resolution of problems.

**23. NOTIFICATION OF PERSONNEL CHANGES:** The Contractor is required to notify the University Contract Administrators within 10 working days when they have changes in the key personnel servicing this contract. Key personnel include the Contractor's representative listed on the contract award, local dealer primary contact for this contract, and service technicians assigned to this contract. Failure to provide this notification could cause The University to consider the Contractor in default and cancel their contract.

**24. LOSS / DAMAGE:** The Contractor shall be responsible for the risk of loss and/or damage to equipment and accessories obtained under any contract awarded as a result of this bid, except in the case of negligence, misuse, accident, or abuse on the part of University personnel.

**25. ADDITIONAL ACCESSORIES:** Accessories or options that not required to meet the bid minimum requirements, should not be included on the Bid Form. Those items may be offered to UAA departments once the contracts are awarded but they will not be considered in the contract evaluation process. The Contractor's pricing for the additional accessories or options shall not exceed the federal General Services Administration (GSA) price list.

**26. QUARTERLY MEETING:** The Contractor's Contract Manager shall participate in quarterly meetings (September, December, March and June). If deemed necessary by the Contract Administrators, more meetings will be arranged. The Contractor's Contract Manager will provide a summary of each piece of equipment to present the following data with an expected plan of action for any problems discussed.

26.1 Quarterly volume.

26.2 Monthly average response time to service calls, listing how many individual calls met expected response time, acceptable, and unacceptable levels.

26.3 Equipment down time.

26.4 Report of any equipment with more than three (3) calls.

26.5 Report detailing service calls per unit.

26.6 Report detailing expected volumes versus actual to be used yearly for up and down grading equipment placements.

26.7 Other items as required.

**27. VOLUME REPORT:** The Contractor must furnish a quarterly volume report for sales from, July – September, October – December, January – March, and April – June. Each report will be due within

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## SAMPLE ADDITIONAL NON-PERSONAL SERVICES CONTRACT GENERAL PROVISIONS

fifteen (15) days of the end of the quarter (October 15, January 15, April 15, and July 15). The report shall include the following:

27.1 The brand, model, serial number, and locations of the copiers leased.

27.2 The date the equipment was leased.

27.3 The total quantity of the items leased.

27.4 The billing period.

27.5 The meter readings less service copies.

27.6 The total dollar value for leased machines.

27.7 The total monthly lease price, excluding maintenance.

**28. PAYMENTS:** The Contractor shall provide a single point of contact for fiscal services. This contact shall interface with the UAA General Support Services Fiscal Office for all billing / invoicing questions and related fiscal concerns. One monthly invoice (lease amounts plus maintenance) is required summarizing billing for all equipment included in this contract for monthly lease charges. Separate quarterly billings to be submitted for excess copy charges. Each monthly invoice must be submitted by batch number and reflect the monthly billing for each copier. No payment will be made until the contract administrator has approved the invoice. Invoices sent prior to completion of delivery will be rejected. Purchase order numbers must be indicated on the invoice. **Invoices shall be sent no later than the 30 days after the meter readings to:** UAA General Support Services, DCS, University of Alaska Anchorage, 3211 Providence Drive, Anchorage, AK 99508.

Invoices will be forwarded to Accounts Payable by the University Contract Administrator for payment upon verification and approval. Invoices will be payable within thirty days from the date the invoice (Net 30 days) is received by UAA General Support Services.

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.

Any discrepancy regarding an invoice amount, and / or the amount approved for payment, shall be resolved by the Contract Administrator and the Contractor's Contract Manager.

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.

The University is liable only for payment in accordance with the payment provisions of this contract for services provided before the effective date of termination of each lease agreement.

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**29. REPORTS and REVIEW OF RECORDS:** The Contractor shall make available to the Contract Administrator as requested, all invoices for materials, books of accounts and other relevant records pertinent to this contract for the purpose of inspections and audit. The Contractor shall retain the records for a period of 6 years after the performance of the services to which the records relate. In addition to reports outlined under 26. QUARTERLY MEETING, Contractor will provide other reports as reasonably requested by The University. Contractor will be expected to provide requested reports within ten (10) business days.

**30. DEFAULT:** Non-performance by the Contractor in terms of performance and/or specifications shall be a basis for termination of the contract by The University. Cancellation by The University may be made upon thirty (30) days written notice to the Contractor. The University shall not pay for any service or materials, which is unsatisfactory. The Contractor may be given a reasonable opportunity before termination to correct the deficiencies. This shall in no way be construed as negating the basis for termination for non-performance.

### **31. EMPLOYEE CONDUCT:**

- 31.1. An employee whose conduct is objectionable or who does not meet qualifications set forth in the contract may be immediately removed or barred from University premises. The University may also require removal of any worker from the work areas whose continued employment on the premises is deemed contrary to the public or The University's best interests.
- 31.2. Contractor's employees appearing to be under the influence of alcohol or drugs shall not be permitted on UAA property.
- 31.3. Contractor's employees shall not use University telephones for personal calls.
- 31.4. Contractor's employees shall not remove, use, or tamper with University office machines, computers, equipment and University employee's personal property, and shall not open desks, cabinets, or other furniture drawers, except for supervised University business only.
- 31.5. No power sources to computers or other technical equipment shall be disconnected. Any such loss caused by the Contractor shall be deducted from Contractor's payment.
- 31.6. The Contractor's employees are not to be accompanied in their work areas or on the premises by acquaintances, family members, or any other person unless said person is an authorized Contractor employee performing work under the contract.
- 31.7. Science labs maybe setup to run experiments over a period of days. Exam rooms may contain lab equipment and test. It is imperative that equipment and glassware not be disturbed.
- 31.8. No business solicitations from the Contractor or the Contractor's employees soliciting additional private business from building occupants shall be allowed. This also prohibits notes or advertisements posted on bulletin boards.

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## **SAMPLE ADDITIONAL NON-PERSONAL SERVICES CONTRACT GENERAL PROVISIONS**

- 31.9 The Contractor shall ensure that none of its employees scavenge any item from The University. This shall include, but not be limited to items to be placed in, or already in trash containers, or dumpsters. The Contractor shall include this as a point of new employee orientation and or training.
- 31.10. The University of Alaska is a Drug-Free Workplace. The Contractor's management and employees shall not use controlled substances not prescribed for them or illegal substances.
- 31.11 UAA is a tobacco free campus. Smoking is prohibited in all facilities and on all properties.

## **32. UNIFORMS AND ID BADGES:**

- 32.1 The Contractor shall provide at its expense each employee with a distinctive uniform and an identification badge. The company ID badge shall display the Contractor's name, the employee's first and last name, and an ID of the employee. They shall be worn at chest level at all times on the outermost garment while on University premises in the performance of services, so that its employees are readily identifiable as Contractor employees and easily distinguishable from University staff, faculty and students and members of the general public. Use of University names or logos is not permitted. Uniforms and badges shall be approved by the Contract Administrator prior to commencement of services.
- 32.2 Any contract employee not wearing an identification badge or company uniform may be immediately removed from campus and liquidated damages of \$100.00 for each such occurrence shall be deducted from payment otherwise due the Contractor.
- 32.3 The Contractor's employees must have in their possession at all times while working on campus, an ID card, such a State of Alaska Driver's License, that is acceptable to The University. The Contractor's employees are to show their IDs immediately when requested by any University employee. At any time while on duty, the service worker may be required to surrender the identification badge to University staff. Failure of a Contractor's employee to show an acceptable photo ID upon demand will be grounds for the Contractor's employee to be removed from University premises. The Contractor will be responsible for any and all costs associated with removal of a Contractor's employee for any reason.

## **33. SECURITY:** Contractor shall be responsible for the security of University property in each service area.

- 33.1 The Contractor shall take all measures necessary to ensure its employees comply with all applicable Federal, State and local rules, laws and regulations, and the security rules and regulations of The University, including, but not limited to the following security standards at all times.
- 33.2. All doors normally closed and locked shall be closed and locked at all times, except when access is required. It is an unacceptable practice, and a breach of security to have all doors on a floor open at the same time. No rooms shall be left unattended with doors open and unlocked. When access is no longer required, the room must be closed and locked.



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- 33.3. Security and detection systems are located in many buildings on campus. If alarms are accidentally sounded by Contractor employees or activity, and Fire Department, Police, or University personnel respond by arriving to University locations, Contractor is responsible for any costs incurred as a result of the false alarm.
- 33.4. In case of emergencies or potential fire hazards applicable UAA, the UAA University Police Department (UPD) shall be notified at 907-786-1120. If unable to contact the UAA University Police, the Anchorage Police Department should be contacted at 911.
- 33.5 To the extent allowed by the law, the University reserves the right to investigate and pursue any apparent breach of security or other misconduct. Such investigation may include questioning and/or finger printing as deemed necessary.

**34. EMERGENCIES:** In the event that the Contractor encounters an emergency situation he shall take immediate prudent and reasonable action as necessary to safeguard The University's property and personnel, and the Contractor's employees. Such action shall include, but not be limited to calling the UAA University Police Department at 907-786-4911 and notification to the University Contract Administrators, or designees, as soon as possible.

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

**36. LEMON CLAUSE:** The application period is 36 months from the date of installation. This clause takes precedence over any other warranty or service maintenance clauses associated with this contract. Any equipment that fails to (except due to operator error) operate according to the manufacturer's published performance specifications 4 times in any rolling four-week period and/or is subject to recurring related problems must be replaced with a new copier, the same make or model, equivalent or better model or better model of at no cost to The University. UAA GSS will review UAA department requests for the application of this clause and will make a determination regarding its use. Failure to comply with the requirements of this clause may be grounds for default and contract cancellation.

**37. CODE VIOLATIONS:** Violations issued by government agencies shall be corrected immediately by the Contractor. Any and all costs associated with code violations will be the responsibility of the Contractor. The Contractor will be informed immediately of any Contractor regulatory infractions discovered by the University Contract Administrators.



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

Cleaning compounds and materials are to be supplied by the Contractor. Cleaning agents employed shall be neither flammable nor noxious and shall be used in strict accordance with the manufacturer's recommendations.

**39. TRAVEL:** The University will not be responsible for any additional travel expense/cost associated with the performance of the contract.

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

The Contractor shall ensure that all its employees comply with all University parking regulations including securing and displaying any required parking permit decals on all personal and company vehicles at contractor expense. All posted rates are subject to change by UAA Parking Services.

### UAA Parking Reference

<https://www.uaa.alaska.edu/about/administrative-services/departments/business-services/parking/>

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

**42. CONTRACT APPROVAL AND VALID PURCHASE ORDER:** This bid does not, by itself, obligate The University. The University's obligation will commence when the Procurement Officer approves the contract award and any renewals. Only the UA Procurement and Contract Services Departments is authorized to place orders against any contract issued as a result of this solicitation. Contractor will not provide service without first receiving a valid Purchase Order. Services performed or equipment supplied without first receiving a valid Purchase Order will be at the Contractor's risk and expense.