

University of Alaska
Procurement & Contract Services
P.O. Box 757940
Fairbanks, Alaska 99775-7940
Tel: (907) 474-7315

REQUEST FOR QUOTATION

NUMBER	
24Q0082MH	
THE ABOVE NUMBER MUST APPEAR ON PROPOSALS AND RELATED CORRESPONDENCE.	

THIS IS NOT AN ORDER

DATE & TIME BY WHICH QUOTE MUST BE RECEIVED Friday, May 24, 2024 by 5:00 PM AKST		DELIVERY DATE NEEDED As Specified		DEPARTMENT Office of Finance		REQUISITION NUMBER R0344208		PAGE 1 OF 18	
EMAIL Solicitation: Vendor may submit a response to this solicitation by emailing a proposal to the email address listed below.				<u>ATTENTION</u> PLEASE QUOTE IN THIS DOCUMENT, YOUR BEST RATE FOR THE OFFICE SPACE DESCRIBED HEREIN. OFFEROR MUST PROVIDE THE REQUESTED INFORMATION, COMPLETE THE QUOTE FORM AND RETURN BY EMAIL.					
Submit quotes by email to: mhouliha@alaska.edu				1. COMPANY NAME, ADDRESS, & PHONE/FAX: PRINTED NAME: 2. AUTHORIZED SIGNATURE					
3. TERMS: N/A		4. SHIPMENT VIA: N/A		5. INDICATE AVAILABILITY DATE:		6. OFFICIAL TITLE		DATE	
ITEM	DESCRIPTION			QUANTITY	UNIT	7. UNIT PRICE		8. TOTAL PRICE	
	<u>SCOPE:</u> University of Alaska (UA) Office of Finance is soliciting qualified Offerors to provide a consultant with expertise in Grants and Contracts management, including the research accounting module of Ellucian Banner system and proficiency in other industry research accounting tools. The consultant may be tasked with guiding an implementation project for new tools, subject to evaluation. The goal is to streamline our existing processes to enhance efficiency within the UA Finance current toolkit. <u>BASIS OF AWARD:</u> Award will be made to the responsive, responsible Offeror(s) whose proposal(s) receive the highest number of evaluation points based on the evaluation criteria outlined herein. Prices quoted <u>must</u> remain valid for forty-five (45) days after submittal.			N/A	N/A	N/A		Offeror shall fill out the Quote Form and attach additional information as required.	
				GRAND TOTAL:					
THE ATTACHED TERMS AND CONDITIONS SHALL BECOME PART OF ANY PURCHASE ORDER RESULTING FROM THIS REQUEST FOR QUOTATION. http://www.alaska.edu/swproc/downloads/terms.pdf				DIRECT INQUIRIES TO PROCUREMENT OFFICER: Michael Houlihan – 907-786-6504 / mhouliha@alaska.edu					
BUSINESS CLASSIFICATION: (Required) ___ SMALL BUSINESS ___ LARGE BUSINESS ___ NON-PROFIT ORGANIZATION ___ FOREIGN SUPPLIER				INDICATE WHICH PREFERENCE(S) YOU QUALIFY FOR: ___ ALASKA BIDDER ___ EMPLOYMENT PROGRAM ___ ALASKA PRODUCTS (INDICATE CLASS I, II OR III)					
___ DISADVANTAGED SMALL BUSINESS ___ DISADVANTAGED LARGE BUSINESS ___ WOMAN OWNED SMALL BUSINESS ___ WOMAN OWNED LARGE BUSINESS				SEE ATTACHED FOR INSTRUCTIONS					

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Scope of Work: UA Office of Finance Grants and Contracts Consultant Services

University of Alaska (UA) Office of Finance is soliciting qualified Offerors to provide a consultant with expertise in Grants and Contracts management, including the research accounting module of Ellucian Banner system and proficiency in other industry research accounting tools. The consultant may be tasked with guiding an implementation project for new tools, subject to evaluation. The goal is to streamline our existing processes to enhance efficiency within the UA Finance current toolkit, as described herein.

NOTE: QUESTIONS REGARDING THIS INFORMAL SOLICITATION BEGINNING MAY 4, 2024 THROUGH MAY 12, 2024 SHOULD BE ADDRESSED TO CARSON DAVIS AT crdavis4@alaska.edu AND THEREAFTER TO MIKE HOULIHAN AT mhouliha@alaska.edu

Purpose of Project:

The University of Alaska employs Banner as our Enterprise Resource Planning (ERP) software, serving as our central repository for Research Accounting information, commonly referred to as our accepted book of record. Within our ERP system, we manage Proposals, Grants/Contracts, Budgets, and all transactional details. We utilize Banner to generate Bills for Grants and Contracts, facilitating payments from Agencies and managing Grants and Contracts payments.

The object of this project is to assess the research accounting processes within the University of Alaska and pinpoint areas for efficiency enhancement while maximizing the utilizing of the Banner system. Additionally, our aim is to integrate any necessary tools to streamline processes, with a particular focus on improving Billing and Collections procedures.

Project Requirements:

- **Consultant(s) Roles and Responsibilities:**

- Act as the Subject Matter Expert (SME) in Grants and Contracts Administration, familiar with prevailing industry standards and Agency requirements.
- Participate in project team meetings to conduct demonstrations, provide clarifications, and contribute to problem-solving.
- Demonstrate practical knowledge and expertise in utilizing Banner Research Accounting.
- Identify potential improvements in utilizing the Banner Research Accounting system with a priority on Billing and Collections.
- Offer insights for process redesign to optimize the capabilities of Grants and Contracts management tools.
- Assist in research and data collection, including sourcing pertinent articles from Ellucian and other industry experts on best practices.
- Document newly designed processes.
- Assist in identifying potential process improvements and implement said improvements.

- **Clients Roles and Responsibilities:**

- Lead discussions with project team members.
- Ensure the consultant's involvement in project meetings
- Ensuring UA team comprehension of demonstrations, and training sessions.
- Ensure appropriate UA personnel are included in project team or focus group meetings.
- Orient the consultant with the University of Alaska's distinctive requirements and environment

- **UA Office of Finance Contract Administrator:**

- UA Finance Project Manager

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- **Alaska Business License:**
 - The Contractor shall have a valid Alaska business license at the time a contract is awarded.
- **Work Location:**
 - Work location is flexible. Meetings will be held via Microsoft Teams, Zoom, or in person if required by the UA Contract Administrator.

Compensation:

- Travel, lodging, and per diem cost reimbursement with UA Contract Administrator pre-approval. Contractor is responsible for making their own travel & lodging arrangements as required.
- Reimbursement of materials and expenses with UA Contract Administrator pre-approval.

Period of Performance:

- The Contract period of performance will be issued for a one (1) year period beginning June 1, 2024 through June 30, 2025.

Request for Quote Submittal Requirements: To be considered for award, Offerors must submit a written concept paper (not to exceed 6 pages), complete the Rate Quote and complete all information found on Page 7.

UA Office of Finance Grants and Contracts Consultant Services Written Concept Paper Requirements:

- **Introductory Cover Letter:** Include contact names and email addresses for the points of contact during this RFQ process.
- **Executive Summary:** Summarize how your proposed team will contribute to determine and assess opportunities to help guide UA's Office of Finance throughout this project. Describe how your proposed team has the necessary skillset related to grants and contract management, including the research accounting module of Ellucian Banner system
- **General Project:**
Describe why your firm and personnel are prepared and suited to be actively engaged in this Office of Finance led project to provide the consulting services as described herein. Describe your availability for demos, discussion of best practices and suggestions for resolving problems.
- **Other:**
Any other information as your company deems pertinent to this project for consideration by UA Office of Finance.

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Evaluation:

UA Office of Finance may award a contract resulting from this solicitation to the responsive, responsible Offeror whose offer, conforming to the solicitation specifications, receives the greatest number of evaluation points, price and other factors considered, as outlined herein. This methodology permits award of a contract to an Offeror who does not offer the lowest price. Conversely, it also permits award to an Offeror whose technical proposal does not receive the highest rating. The highest number of points attainable is 1,000.

Offers will be evaluated and scored using the following criteria:

Criteria Table	
Contractor Grants & Contracts Management Comprehension	40%
Act as the Subject Matter Expert (SME) in Grants and Contracts Administration, familiar with prevailing industry standards and Agency requirements. Offer insights for process redesign to optimize the capabilities of Grants and Contracts management tools. Knowledge of other Grants and Contracts management software beyond Ellucian Banner. Assist in research and data collection, including sourcing pertinent articles from Ellucian and other industry experts on best practices.	
Contractor Ellucian Banner Proficiency & Comprehension	40%
Demonstrate practical knowledge and expertise in utilizing Banner Research Accounting. Ability to identify potential improvements in utilizing the Banner Research Accounting system with a priority on Billing and Collections	
Contractor Availability & Participation	15%
Participate in project team meetings to conduct demonstrations, provide clarifications, and contribute to problem-solving. Document newly designed processes. Assist in identifying potential process improvements and implement said improvements.	
Contracted Hourly Rate	5%
Offeror shall submit their rate response, in the space provided on the Rate Response Form. This rate must include any and all costs associated with the execution of requested services for the Period of Performance. If hourly rates vary by position, include all hourly rates by the specific position and the estimated percentage of time (to equal 100%) that will be allocated by that position over the Contract period.	
TOTAL	100%

Evaluations of each offer will be performed independently by each committee member, with no attempt to reach a scoring consensus. The committee may discuss the details and features contained in offers for the purpose of ensuring there is agreement about what is contained therein and/or to clarify parts of an offer which may be unclear.

Offers will be evaluated as follows. Each member of the Committee will independently enter a scaled rating of 1 to 10, with 10 being the highest, for each non-price criterion outlined above. The scaled rating will then be multiplied by the weight to produce a weighted score. For example, if an evaluator assigned a scaled rating of 10 for Contractor Grants & Contracts Management Comprehension, it would result in a raw weighted score of 400 (10 points X 40 [weight] = 400). The weighted scores assigned by each evaluator will then be totaled for each offer and divided by the number of evaluators to produce an average score for each proposal. The highest number of points attainable for this portion of the evaluation is 1,000.

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Points for Price will be calculated by the procurement officer as follows:

- The maximum number of points allowable for Price shall be given to the responsive, responsible offer with the lowest average contracted hourly rate for the contract period of performance. (For purposes of this RFQ, this number is 50, 10 points X 5 [weight].)

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

Once the evaluation is completed, UA Office of Finance may award a contract to the Offeror whose offer is ranked the highest based on the total number of points received.

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General Information:

1. Any quotation not meeting the requirements specified below and elsewhere in this Request for Quotation may be deemed non-responsive.
2. The University reserves the right to accept or reject any and all quotations and to waive any informalities in the quotation.
3. The Request for Quotation does not obligate the University to pay any costs incurred in the preparation or submission of such quotations, or to purchase or contract for material and/or services.
4. **MULTIPLE, ALTERNATE, OR CONDITIONED OFFERS:** Unless specifically allowed, multiple or alternate offers, or quotations conditioned upon receiving award of all or a portion of this and/or another contract shall be deemed nonresponsive and shall be rejected.
5. **BASIS OF AWARD:** Award may be made to the responsive, responsible Offeror whose offer receives the highest number of evaluation points based on the evaluation criteria outlined herein.
6. **ANTICOMPETITIVE PRACTICES:** Vendors certify by submittal of their quotation that the prices submitted have been independently arrived at and without collusion.
7. **BUSINESS CLASSIFICATION:** The University of Alaska offers an equitable opportunity to small businesses and small businesses owned and controlled by the socially and economically disadvantaged, and to women owned businesses. The correct classification shall be entered in the space provided on this document. In the case of tie offers, equal in all terms, these classifications will be used to determine the successful Offeror in accordance with University Regulations.

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RATE RESPONSE FORM

If you do not intend to submit a quote for the items or services specified herein, please return Page 1 of the RFQ stating "No Quote" in order to be considered for future solicitations.

No.	Description	Qty/Unit	Price
1	Hourly Rate (Position 1/allocated %) as described herein:	1 Hour	\$_____
2	Hourly Rate (Position 2/allocated %) as described herein:	1 Hour	\$_____
3	Hourly Rate (Position 3/allocated %) as described herein:	1 Hour	\$_____
4	Per Diem Cost (if preapproved by UA Contract Administrator):	1 Day	\$_____

NOTE: Rate must include any and all costs associated with the execution of requested services for the Contract Period. If hourly rates vary by position, include all hourly rates by the specific position and the estimated percentage of time (to equal 100%) that will be allocated by that position over the contract period. Offerors must provide an itemized quote with a breakdown of rates, either as an attachment to this Rate Response Form or on this Rate Response Form.

Quote Requirements (Rate Response)

The RFQ Rate Response Form and detailed quote shall comprise the rate offer. NOTE: The rate offered shall include all expenses that will be required during the contact period. The rate quote must include a detailed quotation with fixed hourly rates for all key personnel, the percentage of time each key staff member will spend on this work, and any other administrative (per diem) costs which will be billed. The rates offered on the detailed quotation shall be the contract rates billed.

Company Name: _____

Name of Person Quoting: _____

Signature: _____

Telephone: _____

Email: _____

PROFESSIONAL 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

Phone: _____
(907)

Email: _____

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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 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

PROFESSIONAL SERVICES CONTRACT

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. Professional Services 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)

Professional Services 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. 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.

3. 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 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 causes 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

Professional Services General Provisions

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) As used in subsection (c) of this provision, the terms "subcontract" and "subcontractors" mean subcontractor(s) at any tier.

(g) 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.

4. ANTI-KICKBACK PROVISIONS AND COVENANT AGAINST CONTINGENT FEES

(a) The Contractor warrants that regarding this contract, neither the Contractor, nor any of its employees, agents, or representatives has violated, is violating, or will violate 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 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 Contracting Agency, 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

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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.

(c) Professional Liability Insurance: The Contractor shall provide and maintain, through the term of this Contract, professional liability insurance to cover all errors, omissions, or negligent wrongful acts of the Contractor, subcontractor, or anyone directly or indirectly employed by them, made in the performance of this contract which result in financial loss to the Contracting Agency. Professional liability coverage limits not less than \$1,000,000 shall be maintained for the performance of work under this and remain in effect until three (3) years after the substantial completion of the construction contract of the project.

(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. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

The Contractor agrees to comply with all applicable state and federal rules governing equal employment opportunity and non-discrimination, including, but not limited to: E.O. 11246 and E.O. 11625 (EEO), 41 CFR 60 (EEO), 49 CFR 21 (Non-Discrimination). The Contractor shall include this provision in all subcontracts. If applicable, the parties hereby incorporate the requirements of 41 CFR §§60-1.4(a)(7), and 29 CFR Part 471, Appendix A to Subpart A.

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

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

13. 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

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

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

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

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

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

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

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

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

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

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

14. 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.

15. 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.

Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve

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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.

16. 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.

17. PATENTS AND COPYRIGHTS

(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. 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.

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

19. 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.

20. 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.

21. 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).

22. 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.

23. 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.

24. 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) The basic text portion of the Professional Services Contract;
- (b) Appendix "B" Schedule of Items or Services;
- (c) General Provisions
- (d) Additional General Provisions;

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- (e) Special Provisions;
- (f) Appendix "A" - Scope of Work
- (g) Other attachments to the Contract.

25. 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.

26. TAXES

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

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

27 DISPUTES

(a) Any disputes which may arise between the Contractor and the UAF, in any manner, concerning this contract, shall be resolved in accordance with Alaska Statutes 36.30620-632, 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.

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

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

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

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

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

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

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

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

29. 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 23 AAC 05.

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

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(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.

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

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

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

(c) The Contractor shall not perform any services or deliveries of products without a purchase order or other written notice to proceed with the work. Accordingly, the Contracting Agency will not pay

the Contractor for any goods, services or associated costs, if any, performed outside those which are authorized by the applicable purchase order. The Contracting Agency will exert every effort to obtain required approvals and to issue purchase orders in a timely manner.

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

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

32. PAYMENTS TO THE 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.

33. 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

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- (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.

34. 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) 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.

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

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

35. DEFINITIONS

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

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

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

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

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

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

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

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

36. 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.