

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

REQUEST FOR QUOTATION

NUMBER 25Q0025MH	
THE ABOVE NUMBER MUST APPEAR ON PROPOSALS AND RELATED CORRESPONDENCE.	

THIS IS NOT AN ORDER

DATE & TIME BY WHICH QUOTE MUST BE RECEIVED October 2, 2024 5:00 PM AKST		DELIVERY DATE NEEDED As Specified		DEPARTMENT UAA Facilities & Maintenance Operations		REQUISITION NUMBER R0346589		PAGE 1 OF 28	
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 ROOFTOP SNOW REMOVAL SERVICES AS 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: <hr/> 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 Anchorage (UAA) Office of Facilities & Maintenance Operations (FMO) is soliciting quotes from qualified Offerors to provide rooftop snow/ice removal services for up to twelve (12) facilities located on the University of Anchorage's Residential Campus for the 2024/2025 snow season. <u>BASIS OF AWARD:</u> Award will be made to the responsive, responsible Offeror(s) whose quotes are determined to be the best value for the University 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: <u>Michael Houlihan – 907-786-6504 / mhouliha@alaska.edu</u>					
BUSINESS CLASSIFICATION: (Required) ___ SMALL BUSINESS ___ DISADVANTAGED SMALL BUSINESS ___ LARGE BUSINESS ___ DISADVANTAGED LARGE BUSINESS ___ NON-PROFIT ORGANIZATION ___ WOMAN OWNED SMALL BUSINESS ___ FOREIGN SUPPLIER ___ WOMAN OWNED LARGE BUSINESS				INDICATE WHICH PREFERENCE(S) YOU QUALIFY FOR: ___ ALASKA BIDDER ___ EMPLOYMENT PROGRAM ___ ALASKA PRODUCTS (INDICATE CLASS I, II OR III)					
SEE ATTACHED FOR INSTRUCTIONS									

PROCUREMENT & CONTRACT SERVICES

Request for Quotation No. 25Q0025MH



UAA Office of Facilities & Maintenance Operations (FMO) 2024/2025 Rooftop Snow Removal Services:

University of Alaska Anchorage (UAA) Office of Facilities & Maintenance Operations is soliciting quotes from qualified Offerors to provide all labor, materials, and equipment to remove snow/ice from the rooftops for up to twelve (12) facilities located on the University of Alaska Anchorage's Residential Campus throughout the 2024/2025 snow season. Snow accumulation on the residential facilities identified in this solicitation must not exceed fifteen (15) pounds per square foot (PSF) per current guidance from the Municipality of Anchorage (MOA), as described herein.

Background:

The University of Alaska Anchorage (UAA) is a [public university](#) in [Anchorage, Alaska](#). UAA also administers four community campuses spread across [Southcentral Alaska](#): [Kenai Peninsula College](#), [Kodiak College](#), [Matanuska-Susitna College](#), and [Prince William Sound College](#). Between the community campuses and the main Anchorage campus, roughly 15,000 undergraduate, graduate, and professional students are currently enrolled at UAA. It is Alaska's largest institution of higher learning and the largest university in the [University of Alaska System](#). The services requested herein are applicable only to specified residential community buildings located at UAA's Anchorage campus.

UAA's residential community consists of approximately 950 beds across five distinct living areas: East Hall, Main Apartment Complex (MAC), North Hall, Templewood Townhomes and West Hall. The MAC Community, opened in the Spring Semester of 1986, consists of six apartment buildings with approximately 78, four-bedroom apartments. The Templewood Community consist of 20 townhomes, each with 3 bedrooms designed to house up to four students. The Templewood Townhomes were built as private residences and later converted into student housing.

The facilities identified in this solicitation have sloped roof framing consisting of plywood sheathing over top of wood gang-nail plate trusses at 24-inch on-center that are supported by wood stud-bearing walls at the building interior and exterior. Following the MOA's February 29, 2024 Snow Removal Notice specific to flat roofs, UAA elected to have all roofs inspected by a licensed structural engineer. A result of the inspection was the identification that a number of points on the roof trusses were stressed, resulting in the formal recommendation to adhere to MOA's guidance that snow loads should not exceed 15 PSF. Failure to follow this guidance may result in the University having to evict tenants in these facilities until the snow/ice load is removed.

A. Scope of Work / Project Requirements:

1. SCOPE OF WORK

The Contractor will provide all labor, materials, and equipment to remove snow/ice from the rooftop for up to twelve 12 facilities located on the University of Alaska Anchorage's Residential Campus (Reference Attachment B). The facilities are as follows:

- Main Apartment Complex (MAC), Units 1 thru 6 – Sharon Gagnon Lane, Anchorage 99508
- Templewood Apartments, Buildings A thru F – 4000 Elmore Road, Anchorage, AK 99508

The Contractor will responsible for a pre and post site inspection for each instance of snow and ice removal. Site inspection should include, but not be limited to photographic documentation documenting the rooftop conditions both before and after the work is complete, and supported by a written report.

These will be occupied facilities for the duration of the project. The Contractor is required to maintain access to the University's facilities for the duration of the work. Entries and pedestrian pathways will need to be maintained, please refer to section 4 site safety, access, and control.

2. SCHEDULE

The Project will occur over the 2024/2025 winter season (October 1, 2024 through April 30, 2025) and will be driven proactively in response to snow accumulation. Snow accumulation on the residential facilities identified in this scope of work is not to exceed fifteen (15) pounds per square foot (PSF) per current guidance from the Municipality of Anchorage (MOA) / See Attachment A.

UAA FMO will work collaboratively with the selected contractor/s to determine when snow should be removed. It is a requirement of this contract that the contractor will respond in a timely manner and be onsite within 5 business days.

3. HOURS OF OPERATION

Roof top snow/ice removal hours of operation are to take place between the hours of 8:00 AM to 8:00 PM Sunday through Saturday.

4. WORK RESTRICTIONS

- The University will maintain occupancy of all of our facilities for the duration of the project.
- Maintain International Building Code (IBC) access compliance through corridors, stairways, and building exits to University occupied areas at all times.
- Snow and ice will need to be removed/disposed of in accordance with local regulations and best practices. Snow storage may be an opportunity on the University property, but close coordination will be required, and will be subject to availability.

5. SITE SAFETY, ACCESS, AND CONTROL

- Please refer to Attachment C for specific criteria. Safety of the Contractor's employees and persons on site is and shall remain the sole responsibility of the contractor for the duration of this project. The Contractor is required to provide a site safety plan that complies with all conditions of the pertinent provisions of federal Occupational Safety and Health Administration (OSHA) safety standards and state specific standards adopted by the State of Alaska Department of Labor and Workforce Development (DOLWD).
- POWER, WATER, AND HEAT
 - Electricity and water required for the performance of this Contract will be made available at no cost to the Contractor. The University cannot guarantee the point of connection to be in close proximity to the site of the work. Conservation efforts must be exercised when utilizing University's water and power. If waste is apparent, the use of University supplied utilities will be reduced.
 - All temporary water connections, power connections, pipe, hose, cables, cords, etc., must comply with current OSHA standards and pertinent safety directives, and must be supplied and maintained by the Contractor. The Contractor must provide all equipment, materials, and labor to connect, maintain, and disconnect temporary service.
- TEMPORARY UTILITIES
 - Site Lighting: The Contractor must provide site lighting as required.
 - Snow Removal Area Lighting: The Contractor must provide general construction area lighting wherever work is in progress and wherever lighting is required for the safety of any person employed on the site.
- PEDESTRIAN AND VEHICLE TRAFFIC CONTROL AND SAFETY
 - The Contractor must provide barricades, signaling devices, signalmen, temporary signs, and all other facilities as may be necessary or required to control and/or accommodate pedestrian and vehicular traffic through or around the work of the Contractor on the campus or other property of the University.
 - The Contractor shall erect firm barricades around work on the campus or other property of the University in order to restrict pedestrian traffic from the area. Lath and light plastic flagging are not acceptable. All materials required for snow and ice removal shall be within the barricades so established by the Contractor or the storage area assigned to them.
 - The Contractor must protect building entrances from overhead dangers.
- PARKING
 - The Contractor and their employees may park their vehicles in the University parking areas, on a space available basis. There will be no authorized parking in fire lanes and delivery lanes unless authorized by the University, and then only for loading and unloading of materials and debris for and from the project.
 - The Contractor is responsible for purchasing parking passes for use at all campus parking lots. Parking passes can be obtained through [UAA Parking Services](#). Once a Contractor parking pass is obtained from UAA Parking Services, the Contractor must activate the pass through uaa.thepermitstore.com. The Contractor will have options to purchase passes for daily, weekly, monthly, or yearly time frames. Contractor passes are transferable between contractor-owned vehicles or the Contractor's employee vehicles. The Contractor shall resolve parking citations through restitution to UAA Parking Services. Parking citations other than unauthorized usage of ADA Accessible parking or other reserved parking will be waived by activating a parking pass which will include retroactively paying the day (s) of the citation.

6. PROTECTION OF EXISTING FACILITIES

- The Contractor must maintain awareness and protection of University and public facilities, whether located on the site of the work or in the public right-of-way.
- The Contractor must preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the site of work. . In the event that vegetation unreasonably interferes with snow removal work, the Contractor must obtain University approval for removal of interfering vegetation. The Contractor must use caution when removing vegetation authorized for removal, and must avoid damaging all remaining vegetation. Any lines or branches of trees broken by equipment or workers, must be trimmed with a clean cut and painted with an approved tree pruning compound as directed by the Contract Administrator.
- The Contractor must protect all existing improvements or utilities at or near the site of the work from damage' The Contractor must repair or restore any damage to such facilities resulting from failure to comply with the requirements of this contract or the failure to exercise reasonable care in the performance of the work. If the Contractor fails or refuses to repair any such damages promptly, the UAA Contract Administrator reserves the right to have the necessary work performed and charge the cost thereof to the Contractor.

7. COMMUNICATIONS

- The Contractor must designate a primary point of contact (Contract Manager) to interface with the UAA Contract Administrator and other University representatives.
- The Contractor is responsible for providing timely updates with respect to when work will be performed, when work is complete, and other information as it pertains to scope of this project.
- Daily Project Reports: The Contractor must prepare a daily report recording the following:
 - Information concerning events at project site:
 - List of subcontractors at Project site (if applicable).
 - List of contractors, governmental agencies, visitors or any entity not under the control of the Contractor, at project site.
 - Approximate count of personnel at project site.
 - Equipment at project site.
 - Material deliveries.
 - High and low temperature and general weather conditions.
 - Meetings and significant decisions.
 - Unusual events (refer to special reports).
 - Stoppages, delays, shortages, and losses.
 - Emergency procedures and accidents
 - Orders and requests of authorities having jurisdiction.
 - Field Directives discussed and implemented.
 - Services connected and disconnected.
 - Equipment or system tests and startups.
 - Partial Completions and occupancies.
 - Substantial Completions authorized.

PROCUREMENT & CONTRACT SERVICES

Request for Quotation No. 25Q0025MH



8. ROOFTOP SQUARE FOOTAGE

- The table below contains the total square footage of all units within the MAC and Templewood Apartment Complexes.

Building Name	Address	Roof SQFT
Main Apartment Complex Unit 1	3550 Sharon Gagnon Lane	10,043
Main Apartment Complex Unit 2	3530 Sharon Gagnon Lane	6,396
Main Apartment Complex Unit 3	3540 Sharon Gagnon Lane	6,192
Main Apartment Complex Unit 4	3620 Sharon Gagnon Lane	6,272
Main Apartment Complex Unit 5	3610 Sharon Gagnon Lane	6,536
Main Apartment Complex Unit 6	3640 Sharon Gagnon Lane	9,613
Templewood Building A	4000 Elmore Road	3,939
Templewood Building B	4000 Elmore Road	2,067
Templewood Building C	4000 Elmore Road	3,939
Templewood Building D	4000 Elmore Road	3,939
Templewood Building E	4000 Elmore Road	2,067
Templewood Building F	4000 Elmore Road	3,939
Total SQFT		64,942

9. PAYMENTS

Invoices may be generated monthly. Invoices shall be based on actual work performed and billed in accordance with the Quote Form. Invoices shall be submitted to the Contract Administrator for signature approval. The UAA Contract Administrator shall forward the approved invoice to UAA Accounts Payable. Payments will be due 30 days after services have been performed, and invoices for services have been approved by the Contract Administrator, less deductions for any performance deficiencies, in accordance with contract prices. 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 the purchasing agent that the performance called for or price charged is not in compliance with the terms of the contract. Payment is considered made on the date when the payment is personally delivered to the contractor or on the date when the payment is mailed.

10. DEFAULT

Non-performance by the Contractor in terms of performance and / or specifications shall be a basis for termination of the contract by UAA. Cancellation by UAA may be made upon thirty (30) days' written notice to the Contractor. UAA shall not pay for any service or material 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.

11. WAIVER

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

12. ASSIGNMENT

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

13. ADVERTISING

The contractor shall do no advertising to the general public, which might be construed, in any way, that UAA 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.

14. POST AWARD SUBMITTALS

If applicable, required five days after notice award: a. Certificate(s) of Insurance; b. Contact information of the Contract Manager who shall provide supervision of all work performed.

15. TOBACCO ON CAMPUS

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

C. REQUEST FOR QUOTATION INSTRUCTIONS

1. DEFINITION

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

2. BASIS OF AWARD

Award will be made to the three (3) lowest responsive and responsible vendors for the services requested. If the lowest cost vendor is unable to respond in a timely manner (24 hours) and be onsite within 5 business days to the requested rooftop snow/ice removal services of a weather event that increases the existing snow load weight on the residential facility roofs to over fifteen (15) PSF, the Contract Administrator reserves the right to request the service from the next lowest priced vendor of this RFQ.

3. DETERMINATION OF RESPONSIBILITY

UAA will make a determination of responsibility of the Quoter prior to making an award of this RFQ, as required in AS 36.30.

Quotations shall be considered only from Quoters who, in the judgment of UAA are regularly established in the business called for, financially responsible, and able to show evidence of their reliability, ability, experience, facilities and person(s) directly employed and supervised by them to render prompt and satisfactory service. UAA reserves the right to reject any quotation if the evidence submitted by, or investigation of, a Quoter fails to satisfy UAA that the Quoter is properly qualified to carry out the obligation of the contract. Determination of responsibility is the unilateral right of UAA.

4. QUOTER'S RESPONSIBILITY

If, prior to the submission of a quotation, a Quoter 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 this solicitation will hamper performance, or if obligation is not consistent with standard industry practice, it shall be the responsibility of the Quoter to inform the procurement officer in writing at least ten (10) days prior to the quotation opening date.

5. PRICING

All prices submitted on the Quote Form must include all cost associated with packing, shipping, handling, delivery to and setup at the F.O.B. Point, and must remain valid for a period of forty five (45) days after the RFQ closing date and time. No additional freight or other charges will be allowed.

6. PRICING ERRORS

In case of error in the extension of prices in the quotation, the unit prices will govern. Written unit price shall govern over a numeric unit price when both are present or called for by the Price Schedule.

7. QUOTER IMPOSED TERMS AND CONDITIONS

Quoter imposed terms and conditions which conflict with the terms, conditions or any provision contained in this solicitation will be considered "counter offers" and as such, may cause UAA to consider the offer as non-responsive. If a Quoter attaches alternate/additional terms and conditions to their quotation, such attachments must be accompanied by a signed disclaimer which states: "In the event of a conflict between UAA terms and conditions and "Company / Quoter's Name" terms and conditions attached, UAA terms, conditions and all provisions of this solicitation will prevail."

8. PREPARATION COSTS

This solicitation does not obligate UAA to pay any costs incurred in the preparation or submission of such quotations, or to purchase or contract for materials and / or services.

9. MULTIPLE, ALTERNATE, OR CONDITIONED QUOTATIONS

Unless specifically allowed, multiple or alternate quotations, or quotations 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. CANCELLATION OF SOLICITATION

UAA has a definite requirement for the specified equipment, but UAA reserves the right to cancel this solicitation after opening due to lack of funding or best interest of UAA.

11. ANTICOMPETITIVE PRACTICES

Quoters certify by submittal of their quotation that the prices submitted have been arrived at independently and without collusion.

12. ALASKA BIDDER PREFERENCE

Quotations shall be awarded to a firm that qualifies as an Alaska bidder if their quotation is no more than five (5) percent higher than the lowest nonresident's quotation.

13. ALASKA VETERAN PREFERENCE

For the purposes of evaluating bids, the bid price of a bidder who qualifies as an Alaska veteran under AS 36.30.321(f) shall be reduced by five percent.

Note: The Alaska Veteran Preference may not exceed \$5,000.

14. STATE CERTIFIED EMPLOYMENT / DISABILITY PROGRAMS PREFERENCE

A fifteen percent (15%) preference shall be applied to quotations received from any state certified employment program. A ten percent (10%) preference shall be applied to an Alaskan Bidder sole proprietorship that's owned by an individual with a disability (must be on State of Alaska's Department of Labor-Vocational Rehabilitation list).

15. ALASKAN PRODUCT PREFERENCE

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

(b) Materials and supplies with value added in the State are:

- (1) More than 25 percent and less than 50 percent produced or manufactured in the state are Class I products and will be given a three percent (3%) preference in the evaluation of this RFQ.
- (2) More than 50 percent and less than 75 percent produced or manufactured in the state are Class II products which will be given a five percent (5%) preference.
- (3) More than 75 percent produced or manufactured in the state are Class III products and will be given a seven percent (7%) preference.

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

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

16. APPLICATION OF PREFERENCE

If both the Alaska bidder's preference or the employment program preference and the Alaska product's preference apply, the procurement officer shall add the preference percentages and reduce the quote by the sum of the percentages for evaluation purposes.

17. BUSINESS CLASSIFICATION

UAA 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 quotations, equal in all terms, these classifications will be used to determine the successful Quoter in accordance with UAA regulations.

18. QUESTIONS

Questions regarding this solicitation should be addressed to UAA Procurement Services, per the instructions on the RFQ cover page. To ensure all questions or concerns are answered in advance of the RFQ closing date, allow time for an amendment to be issued. No personal contact is to be made by Quoter's staff – with the department personnel.

19. SUBMITTING QUOTATIONS

Quotations may be submitted by email to mhouliha@alaska.edu

D. GENERAL SPECIFICATIONS

- 1. UAA CONTRACT ADMINISTRATOR:** The UAA Contract Administrator for this contract will be designated after award and prior to commencement of services. The Contract Administrator shall act on behalf of UAA with respect to all aspects of resulting contracts. Except as otherwise specified herein, the Contractor's Contract Manager will be responsible for coordinating all matters pertaining to the resultant contract with the UAA Contract Administrator. The Contract Administrator shall have complete authority to require the Contractor to comply with all provisions of the contract. The Contractor shall strictly and promptly follow the instructions of the Contract Administrator. The Contract Administrator will inform the Contract Manager of deficiencies or complaints received.

The Contract Administrator is empowered to make changes related to temporary increases or decreases for services with existing pricing established as a result of this proposal or subsequent negotiation, without a formal contract modification. The Contract Administrator and Contractor's Contract Manager shall determine which method of communication shall be used for these temporary changes. Communication may be verbal followed up with a written request for the increase or decrease in service. All suspensions or additions of service initiated by the Contract Administrator, or designee, shall be binding on UAA and the Contractor. Formal contract modifications will not be issued for frequent temporary changes. Formal contract modifications will be issued for suspensions of service greater than 60 days, permanent additions in service, or permanent changes in frequency.

The Contract Administrator has no authority to change the terms and conditions of the contract. Only the Contracting Officer or their designee may execute alterations to a contract resulting from this request for quotation. This may be accomplished only by written Change Order/Modification to the Contract issued by the UAA Procurement Department, the UAA Director of Procurement Services, or designee, shall bear ultimate authority for any formal changes in service, frequency, or performance issues.

- 2. CONTRACT MANAGER:** The Contractor shall provide a Contract Manager who shall be responsible for the performance of the work. The Contractor Manager shall coordinate all activities connected with the provision of these services and shall meet with the UAA Contract Administrator, or designee on a regular basis as required by UAA to help develop and improve services, implement suggestions and requests, and promptly resolve any complaints, or contract related problems. The Contractor's Contract Manager shall be available during normal UAA business hours (8:00 a.m. - 5:00 p.m.) to debrief the UAA Contract Administrator on the previous day's activities.

The name of this person and any designees who shall act for the Contractor in the absence of the Contract Manager, shall be designated in writing to the UAA Contract Administrator prior to commencement of services.

PROCUREMENT & CONTRACT SERVICES

Request for Quotation No. 25Q0025MH



3. **SUPERVISION:** At all times the Contractor shall provide adequate and expert supervision for its employees while performing under this contract.
4. **TRAINING:** The Contractor shall insure and certify by the assignment of each worker to this contract, that each employee, prior to being assigned under this contract, is adequately trained in the proper use of equipment, supplies, and chemicals used in the performance of services. Additionally, each employee shall be adequately trained in the use of hazardous materials, or materials that can be made hazardous through improper usage that may be used under this contract. The Contractor shall conduct adequate training in safe work procedures and practices. Such training shall include insuring that all employees know the location of emergency safety showers, the location of fire alarms, and be made familiar with evacuation routes in the event of an emergency.

The Contractor shall insure that he is in compliance with all other safety regulations and mandates as described in applicable state AKOSH regulations. The Contractor agrees to hold harmless UAA for any injuries, emotional stress, deaths or loss of UAA property resulting from, or attributable to, inadequate training of its employees.

The UAA Contract Administrator has the right to disallow the use of any Contractor employee he deems to be inadequately trained in the proper usage of equipment, or supplies, or in matters of safety. As it applies to the work being performed, training should include, but not be limited to the following:

- Introduction to UAA's Policies and Procedures;
- The provisions of this contract, (with emphasis on Contractor employee's conduct & safety);
- Hazard Communications (proper use of chemicals and dealing with hazards);
- Tools & Equipment, (proper usage, and safe practices);
- Performance Standards and Schedules;
- Proper lifting techniques;
- Proper use of safety gear, e.g., eyewear, hardhats, footwear, etc., as appropriate for the task;
- Emergency procedures.

5. **LABOR:** All work shall be performed by personnel directly employed by the Contractor. No actual work or services shall be subcontracted.
6. **EMPLOYEE IDENTIFICATION:** The Contractor's employees must have in their possession at all times while working on campus, a photo ID card, such a State of Alaska Driver's License, that is acceptable to UAA. The Contractor's employees are to show their photo IDs immediately when requested by any UAA employee. 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 UAA premises.
7. **EMPLOYEE CONDUCT:**
 - a. Contractor agrees that all persons working for or on behalf of Contractor whose duties bring them upon UAA premises shall obey all policies and regulations established by UAA and shall comply with all reasonable directions of UAA's designated representative. Contractor shall be responsible for all acts of persons working for or on behalf of it while said persons are on UAA premises.
 - b. UAA may at any time and for good cause require the removal from UAA's premises and replacement of any of Contractor's employees. Any employee whose conduct is objectionable or who does not meet qualifications of the contract may be immediately removed or barred from UAA premises. UAA may also require removal of any worker from the work areas whose continued employment on the premises is deemed contrary to the public or UAA's best interests. The Contractor will be responsible for any and all costs associated with removal of its employee for any reason.
 - c. UAA is a "Drug-Free Workplace." The Contractor's management and employees shall not use controlled substances not prescribed for them, or illegal substances. Any employee appearing to be under the influence of alcohol or drugs shall not be permitted on UAA property.
 - d. UAA has a responsibility to provide faculty, staff and students with a learning and working environment that is free from sexual harassment. Sexual harassment includes, but is not limited to unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature. Sexual harassment and all other forms of inappropriate behavior by the contractor will not be tolerated.
 - e. No business solicitations from the Contractor or the Contractor's employees soliciting additional private business from building occupants shall be allowed. Advertising posted on bulletin boards is prohibited.

PROCUREMENT & CONTRACT SERVICES

Request for Quotation No. 25Q0025MH



- f. Contractor's employees shall not use UAA telephones for personal calls.
- g. The Contractor shall insure that none of its employee scavenge any item from UAA. 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.
- h. UAA is a No-Smoking establishment. Smoking is prohibited in all facilities and at indicated entries.
- 8. SECURITY:** Contractor is responsible for the security of UAA property in service areas. The Contractor shall take measures necessary to ensure its employees comply with all security rules and regulations of UAA. If alarms are accidentally set off by Contractor employees or Contractor activity, and Fire Department, Police, or off campus UAA personnel respond, the Contractor is responsible for any costs generated as a result of the "false alarm".
- 9. THEFT REIMBURSEMENT:** Contractor is responsible for selecting and supervising its employees sufficiently to prevent any theft from UAA premises by Contractor's employees. Contractor shall reimburse UAA for all losses and associated expenses arising because of theft of property at UAA under any one or more of the following circumstances:
- a. UAA establishes by a preponderance of the evidence that an employee of the Contractor took property without permission; or,
- b. UAA establishes by a preponderance of the evidence that:
- i. Property was taken by someone without permission, and
 - ii. An employee of the Contractor has taken or assisted in taking property of UAA without permission under circumstances that are sufficiently similar to cast reasonable suspicion on that employee as to taking the property referenced in subparagraph a. above, and, iii. The Contractor does not establish by a preponderance of the evidence that that employee did not take or assist in the taking of the property.
- c. UAA proves by a preponderance of the evidence that some employee of the Contractor took property of UAA without permission, even though UAA cannot identify which employee was involved.
- 10. CONTRACTOR'S ACCESS:** Contractor and its employees shall have the right to use only those UAA facilities that are necessary to perform the services called for in this RFQ and shall have no right of access to any other facilities of UAA. Access routes, entrance gates or doors, parking and storage areas, etc., and any imposed time limitations on the Contractor shall be designated by the Contract Administrator.

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. UAA 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 UAA's security and safety rules and regulations. UAA shall arrange for access to buildings, including the provision of keys or access cards to the Contractor as necessary to perform the services.

- 11. UAA PROPERTY:** The Contractor shall take all necessary measures to prevent loss of or damage to property located on UAA premises.

Contractor shall be responsible for all damages the Contractor or any persons working for or on its behalf may cause to UAA real or personal property or equipment, or third parties and any personal injuries arising out of the Contractor' performance of duties.

Care shall be exercised so vehicles or equipment do not damage UAA lawns or grounds.

UAA and the Contractor will jointly inspect and agree to the condition of existing facilities, utilities, fixtures, landscaping, trees, and grounds condition prior to commencement of any work.

Contractor, and any persons working for, is responsible for correcting, repairing, or replacing any real or personal property or equipment damage, beyond pre-existing conditions, that is caused by Contractor's employees in the performance of contract services

PROCUREMENT & CONTRACT SERVICES

Request for Quotation No. 25Q0025MH



at no charge to UAA. On Contractor's failure to do so, or at its discretion, UAA may correct the damage and Contractor shall reimburse UAA promptly for all costs of the repair, or UAA may deduct the amount of said damage from any sums owing the Contractor.

UAA will adhere to the following procedure for damage to UAA facilities or property:

- a. Should damage to UAA property occur, Contractor will contact Contract Administrator with repair plan
- b. Contract Administrator approves repair plan
- c. Repair is coordinated with the UAA Contract Administrator

At its discretion, UAA reserves the right to correct damage and deficiencies caused by the Contractor. The Contractor may be charged for cost associated with correcting damage or deficiencies.

12. QUALITY CONTROL: The Contractor shall conduct quality control inspections to ensure that all requirements defined herein shall be performed at least as a minimum. UAA will conduct inspections as deemed necessary to determine strict compliance with the specifications. Noninspection by UAA does not relieve the Contractor from its compliance obligation.

13. EMERGENCIES: In the event of an emergency or potential fire hazard, the contractor shall take immediate prudent and reasonable action as necessary to safeguard UAA's property and personnel, and the Contractor's employees. Such action shall include, but not be limited to calling the Anchorage Fire and/or Police Departments at 911, and notification to the Contract Administrator, at Cell# 575-0414, or designee, as soon as possible. Contractor agrees that in the event of an accident of any kind, Contractor will immediately notify UAA and furnish a full written report of the incident to the UAA Contract Administrator.

14. SAFETY: The Contractor shall take all necessary measures to prevent personal injuries on UAA premises. The Contractor shall have an active, ongoing and effective safety program to continuously educate employees on safety issues and to fulfill the federal training requirements, and demonstrate that it has a history of safe work practices, that regular safety education is given to its employees, and that all federal safety mandates are complied with and properly documented.

a. The Contractor must have an established record of safety. Contractors with 10 or more employees must document (AKOSH Form 300A Summaries) ratings for Lost Time Incident Rate and Lost Time Severity Rate (AKOSH Form 300A Summary) for calendar years 2010, 2011, 2012 and succeeding years for contract renewals.

b. The Contractor will be familiar with and operate within guidelines set forth by the Occupational Safety and Health Act and all city or State regulations pertaining to specified services. The contractor will ensure that all employees assigned to UAA are knowledgeable of the current guidelines/regulations pertaining to specified services.

c. The Contractor will have a written safety program or employee handbook which contains the safety policies governing: general safety rules, hazard communication, personal protective equipment, fall protection and a range of potentially hazardous job site conditions. The Contractor will have trained its employees on this policy or handbook. Contractor may be periodically required to provide proof of an ongoing and viable safety program.

d. Contractor must be in compliance with AKOSH training and hazard communication requirements, i.e., company policy, training brochures, training programs overviews, minutes of training program/meetings, professional/trade or union safety training certifications.

f. In accordance with A.S. 18.60, the Contractor shall acquire, file and maintain up-to-date records pertaining to Material Safety Data Sheets for substances and products used by the Contractor on UAA premises. The Contractor shall assume full responsibility for conformance with the law in regard to Contractor's employees.

15. CHEMICALS: Complete descriptive literature, including Material Safety Data Sheets for each chemical used shall be supplied prior to use. Any chemicals used for the specified service shall be in full compliance with all Federal, State and city laws regulating the use and storage of each chemical.

The Contractor shall warrant that chemicals used will not endanger the health and safety of persons coming in contact with the materials and will not damage personal or real property when used in the manner described in the application instructions. The Contractor shall warrant that chemicals used shall have no deleterious effects on the applied surfaces.

PROCUREMENT & CONTRACT SERVICES

Request for Quotation No. 25Q0025MH



16. PERMITS AND LICENSES: Contractor shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for the performance of the service called for under this order, and shall post or display in a prominent place such permits and/or notices as are required by law.

17. LEGAL COMPLIANCE: Contractor shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for the performance of the service called for under this order, and shall post or display in a prominent place such permits and/or notices as are required by law.

The contractor shall comply with all relevant city, state, and federal statutes, regulations, codes and ordinances. The Contractor is responsible for adhering to all AKOSH and DOSH guidelines for services and material handling.

Violations issued by government agencies shall be immediately corrected. 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 Contract Administrator.

18. NON-PERFORMANCE OF SERVICES: The Contract Administrator has the authority and responsibility to determine whether services are being performed in accordance with the contract. Failure to comply with the directions of the Contract Administrator in resolving non-performance may lead to liquidated damages, suspended or reduced payments, breach of contract, and/or termination of the contract for default.

Services shall be considered not to have been performed properly when, in the sole judgment of the Contract Administrator, or designee, that services in an area were not performed in strict accordance with the contract specifications.

19. CORRECTION OF NON-PERFORMANCE OF SERVICES: Should work be deemed substandard, failing to meet stated specifications, the UAA Contract Administrator may halt work, require corrective measures at the Contractor's expense, withhold payment of Contractor invoices or take other action deemed necessary to obtain quality workmanship.

The Contractor shall, at his own expense, remedy and correct any deficiencies in his work. Each instance of non-performance shall be noted in writing and made a part of the contract file. When the Contractor's is made aware of a deficiency by the Contract Administrator, as soon as possible the Contract Manager shall re-deploy Workers as necessary, to remedy deficiency to the satisfaction of the Contract Administrator. The cost of all labor, supplies, equipment and support necessary to correct such deficiencies are the sole responsibility of the Contractor. Upon completion of the corrective efforts, but before dismissing the crew, the Contract Manager shall contact the Contract Administrator to request a re-inspection.

PROCUREMENT & CONTRACT SERVICES

Request for Quotation No. 25Q0025MH



E. QUOTE FORM

NOTES:

The University will award to separate contracts as a result of this solicitation to the three (3) lowest, responsive, and responsible Quoters of all quotes received.

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.

Prices quoted must include all costs associated with removal and disposal (as required) of rooftop snow and ice from job site, including but not limited to equipment, labor, maintenance, fuel, any materials required, storage and overhead for all services quoted.

Facility	Per Event Cost up to 12 inches	Per Event Cost 12-24 inches	Per Event Cost 24-36 inches	Per Event Cost Over 36"	TOTAL
MAC Unit 1					\$0.00
MAC Unit 2					\$0.00
MAC Unit 3					\$0.00
MAC Unit 4					\$0.00
MAC Unit 5					\$0.00
MAC Unit 6					\$0.00
Templewood Building A					\$0.00
Templewood Building B					\$0.00
Templewood Building C					\$0.00
Templewood Building D					\$0.00
Templewood Building E					\$0.00
Templewood Building F					\$0.00
TOTAL					\$0.00

REFERENCES: In order to be considered for award, the quoter shall have a substantial track record of successfully completing contracts similar in scope, size and complexity to the requirements contained herein within the past five years. A minimum of three references willing and able to attest to the service, expertise, and overall performance of the contractor shall be provided below:

Company: _____

Contact Person: _____

Telephone No.: _____

Additional references and/or current and previous contract listing may be provided.

PROCUREMENT & CONTRACT SERVICES
Request for Quotation No. 25Q0025MH



Company Name: _____

Name of Person Quoting: _____

Signature: _____

Telephone: _____

Email: _____

PROCUREMENT & CONTRACT SERVICES
Request for Quotation No. 25Q00XXMH



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

Phone: (907) _____

Email: _____

PROCUREMENT & CONTRACT SERVICES
Request for Quotation No. 25Q00XXMH



NON-PERSONAL SERVICES CONTRACT

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.

PROCUREMENT & CONTRACT SERVICES
Request for Quotation No. 25Q00XXMH



NON-PERSONAL SERVICES CONTRACT

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 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)

NON-PERSONAL SERVICES GENERAL PROVISIONS

INDEX

1. Utilization of Small Business, Minority-owned, Woman-owned, and Economically Disadvantaged Small Business Concerns and Labor Surplus Area Firms
2. Excusable Delays, Extension of Performance Period - Cost Reimbursement Contract
3. Termination or Suspension of Work - Cost Reimbursement Contract
4. Anti-Kickback Provisions and Covenant Against Contingent Fees
5. Contract Work Hours and Safety Standards Act
6. Clean Air and Water
7. Procurement of Recovered Materials (2 CFR § 200.322)
8. Independent Contractor
9. Indemnification and Hold Harmless Agreement
10. Insurance
11. Access to Facilities and Inspection by Contracting Agency
12. Audit, Examination and Retention of Records
13. Confidentiality of Information
14. Ownership of Work Products
15. Subcontractors, Successors, and Assigns
16. Governing Laws
17. Patent indemnity and Copyright Infringement
18. Officials Not to benefit
19. Gratuities
20. Order of Precedence of Documents and Provisions
21. Assignment
22. Contract Administration
23. Taxes
24. Non-discrimination and Equal Employment Opportunity
25. Protection of Minors
26. Permits and Responsibilities
27. Changes - Fixed Price Contract
28. Price Adjustment (Fixed Price Contract)
29. Changes (Cost-Reimbursement Contract)
30. Payments to the Contractor (Fixed Price Contract)
31. Payments to the Contractor (Cost-Reimbursement Contract)
32. Termination for Convenience - Fixed Price Contract
33. Termination for Default; Damages for Delay; Time Extensions – Fixed Price Contract
34. Definitions
35. Alterations In General Provisions
36. Contract Subject to the Availability of Funds
37. Disputes
38. Debarred, Suspended and Ineligible Status

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

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

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

(a) A party to this contract shall not be held responsible for failure to perform the terms of this contract when performance is prevented by causes beyond the control and without the fault or negligence of

the party. An extension of time may be allowed in circumstances of such delay provided that (1) reasonable notice and full particulars are given to the other party, and (2) that the cause of such failure or omission (other than strikes and lockouts) is remedied so far as possible with reasonable dispatch.

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

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

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

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

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

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

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

NON-PERSONAL SERVICES GENERAL PROVISIONS

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

4. ANTI-KICKBACK PROVISIONS AND COVENANT AGAINST CONTINGENT FEES

(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

NON-PERSONAL SERVICES GENERAL PROVISIONS

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.

(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

NON-PERSONAL SERVICES GENERAL PROVISIONS

records. These measures shall be extended by contract to any subcontractors used by Contractor. Contractor shall, within one day of discovery, report to the Contracting Agency any use or disclosure of information from education records that is not authorized by this contract.

14. OWNERSHIP OF WORK PRODUCTS

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

15. SUBCONTRACTORS, SUCCESSORS, AND ASSIGNS

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

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

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

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

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

16. GOVERNING LAWS

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

17. PATENT INDEMNITY AND COPYRIGHT INFRINGEMENT

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

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

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

(b) Patent Indemnity and Copyright Infringement:

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

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

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

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.

NON-PERSONAL SERVICES GENERAL PROVISIONS

22. CONTRACT ADMINISTRATION

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

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

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

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

23. TAXES

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

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

24. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

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

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

The University of Alaska is an affirmative action/equal opportunity employer and educational institution. 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.

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 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;

NON-PERSONAL SERVICES GENERAL PROVISIONS

- 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.

26. PERMITS AND RESPONSIBILITIES

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

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

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

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

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

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

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

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

(f) Except as otherwise provided in this contract, no payment for any extras, for either services or materials, will be made unless such

extras and the price therefor have been authorized in writing by the Procurement Officer.

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

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

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

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

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

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

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

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

(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

NON-PERSONAL SERVICES GENERAL PROVISIONS

any claim for additional compensation, or an extension of time for completion.

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

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

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

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

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

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

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

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

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

(b) Contractor's invoices shall be submitted when services are completed, or monthly for months during which services are

performed, as applicable, in a summary format, which details costs incurred for each item identified in the project budget. Backup documentation including but not limited to invoices, receipts, proof of payments and signed time sheets, or any other documentation requested by the Contracting Agency's Contract Administrator, is required, and shall be maintained by the Contractor in accordance with cost principles applicable to this contract. Contractor invoices shall be signed by the Contractor's official representative, and shall include a statement certifying that the invoice is a true and accurate billing. Cost principles contained in the federal acquisition regulations, 48 CFR, Subpart 31.3 and 2 CFR 200 shall be used as criteria in the determination of allowable costs.

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

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

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

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

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

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

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

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

(b) In the event the Contracting Agency terminates this contract in whole or in part as provided in subsection (a) of this provision, the Contracting Agency may procure, upon such terms and in such manner as the Procurement Officer may deem appropriate, work products or services similar to those so terminated, and the Contractor shall be liable to the Contracting Agency for any excess costs for such similar work products or services; provided, that the

NON-PERSONAL SERVICES GENERAL PROVISIONS

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 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.

NON-PERSONAL SERVICES GENERAL PROVISIONS

(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.



Municipality of Anchorage Snow Removal Notice

Updated February 9, 2024

Residential Buildings:

- The MOA is not aware of any significant structural failures in residential buildings this season. However, some buildings could contain roof structure experiencing distress.
- The snow keeps accumulating. Roof snow loads are approaching 90% of the 40 pounds per square foot (psf) design load.
- Should you remove snow from your roof? There are tens of thousands of homes in Anchorage. Since the resilience of construction in Anchorage is variable, there is no one answer that applies to everyone. Most homes should be able to safely support the design snow load of 40 psf. However, given the vast number of homes and variability in construction there likely are buildings that have hidden structural deficiencies/distress where this much weight can be problematic. An owner must assess their situation and make the best decision given what they know. When in doubt, one should err on the side of caution and remove the snow. This will likely reduce one's stress level. For assistance with the decision-making process, we offer the following:
 - Buildings constructed after 1990 should be able to support well in excess of 40 psf given the safety factors used in wood design. This assumes the building has been constructed in accordance with adopted building codes.
 - A substantial portion of homes constructed in this era are two to three stories where the roof deck is 20 to 30 feet off the ground. The roof slope is typically steep (6/12 and steeper). The risk of injury from fall is substantial in such cases; owners need to carefully weigh the difficulty and risks of snow removal from these buildings.
 - Buildings constructed prior to 1990 represent a wide spectrum. Some are well built and while others may have hidden deficiencies and may be experiencing distress.
 - The MOA is discovering that some roof trusses manufactured in the 1970s and 1980s are defective because the metal plates are not properly seated flush with the wood. This may have occurred at the time of manufacture. The teeth on typical metal plates are only $\frac{1}{4}$ inch long. There should be no more than $\frac{1}{32}$ inch gap between the metal plate and the wood. A gap of $\frac{1}{16}$ inch results in a tooth effectiveness of just 60%. We do not know the full extent of this problem.
 - Older buildings may have hidden structural deficiencies.
 - Older buildings are more likely to be experiencing some degree of hidden rot in the roof structure due to roof leaks or from moisture generated inside the building.

- Pitched roofs are inherently more resilient than flat roofs, partly due to the shape of the truss and partly due to robust roof drainage.
- Buildings constructed outside the Anchorage Building Safety Service Area have not gone thru the MOA plan review and inspection process and its unknown whether they were constructed under third party oversight.
- If you are experiencing obvious signs of distress, the snow should be removed as soon as possible. These may include:
 - Sagging roof: Noticeable sagging in the roof is a clear sign the weight of the snow is too much for the structure to bear.
 - Strange noises: Sounds like creaking, popping, or cracking coming from the roof or attic area can indicate the roof is under stress from the snow's weight.
 - Doors and windows that used to open freely stick or jam: If doors or windows begin to stick or can't be opened easily, it may be a sign that the weight of snow is deforming the structure of the house.
 - Ice dams: Ice dams forming at the edge of the roof can create a heavy load on the eaves and lead to water damage as snow melt on the roof finds its way into the structure.
- Finally, what if it just keeps snowing and roof snow loads soar past 40 psf? This is unlikely but possible. People should have a plan and anticipate the need to remove snow from their roof should this occur.

Commercial Buildings:

Primary Concern – Parallel Chord Metal Plate Connected Wood Trusses:

- Last winter and now this winter Anchorage is experiencing wood truss failures.
 - A clear pattern of failure exists.
 - These failures have resulted in catastrophic roof collapse.
 - Roof failures have occurred with 20 to 25 pounds per square foot (psf) of snow on the roof. Note these roofs should be able to support 40 psf, the design snow load.
 - Truss failures are occurring in commercial construction built prior to 1990.
 - The trusses are constructed from wood with metal plate connectors.
 - Failures involve both top and bottom chord bearing parallel cord trusses.
 - Only one failure involved a pitched-roof type of truss.
- If you own a building falling within these parameters, we ask that you not occupy the building until the snow/ice is removed from the roof. Do not allow more than 15 psf of new snow/ice weight to accumulate. This guidance should be followed until the trusses have been thoroughly inspected by an engineer and proven safe or strengthened as necessary.

Reasons:

 - Anchorage has received an exceptional amount of snow this season.

- We estimate typical roof snow loads in Anchorage are approaching 90% of the total design snow load of 40 pounds per square foot, depending on location, melting, etc.
- It is likely we will continue to see more precipitation this winter and we should expect roof snow to continue to accumulate.
- Time matters. When subjecting wood construction to large loads, duration matters. The longer wood is subjected to extreme stress, the greater the chance of failure.
- The MOA estimates there is between 500 and 1,000 buildings in Anchorage that have the roof trusses of immediate concern. Given the large number of buildings and limited snow removal resources, **we ask that snow removal contractors prioritize buildings described in this guidance.**

Secondary Concerns:

- As snow weight continues to accumulate, random failures may start to occur in various types of construction where distress has gone unnoticed. Older flat roof buildings are at more risk. If you have concerns, contact a civil or structural engineer.
- In the unlikely event roof snow loads soar past 40 psf building owners should have a plan and anticipate the need to remove snow should this occur.

Snow Removal:

- It is important that snow be thoughtfully removed so as not to create piles that can overload portions of the roof, or that create unbalanced loads on structural members.
- One should leave a few inches of snow to protect the roof covering. Be careful not to damage plumbing vents, exhaust outlets, ridge vents and other obstacles protruding above the roof deck.
- Make sure that gas meters, electrical services/meters, building exits, ADA ramps, etc are not damaged or blocked from the falling snow.
- If you plan to do the work yourself, please take the necessary precautions to ensure your safety.
- Watch out for overhead power lines!
- If you hire someone to remove snow, make sure they are licensed, bonded and insured.

Further guidance will be provided as warranted.

For more information, see Handout AG.30 - Snow Removal Guidance:

- <https://www.muni.org/Departments/OCPD/development-services/pages/default.aspx>

Also see Draft Policy S.12 – Wood Truss Roof Framing Due Diligence Investigation:

- https://www.muni.org/Departments/OCPD/development-services/Documents/Draft%20Policy%20S.12%20Wood%20Roof%20Trusses_1.pdf

ALASKA AIRLINES
SPORTS COMPLEX

COMMONS,
MAC APARTMENTS &
NORTH HALL

PROVIDENCE
DRIVE

ROUNDBABOUT

HEALTH DRIVE

BIRCH
PARKING
LOT

SHARON GAGNON
LANE

SPRUCE
PARKING LOT

ELMORE RD



MAC 1

MAC SHACK

NORTH HALL

MAC 2

MAC 5

SHARON GAGNON
LANE

GORSUCH
COMMONS

MAC 3

MAC 4

MAC 6

VISITOR
PARKING

WELLNESS STREET

ALDER
PARKING LOT

WEST HALL

TEMPLEWOOD

KEY

- Roads/Parking
- Trails
- Halls
- Apartments

EAST HALL

AMBASSADOR DR

CEDAR
PARKING LOT

EAST & WEST HALLS

RESIDENTIAL DR

TUDOR RD

COTTONWOOD
PARKING LOT

UAA RESIDENTIAL CAMPUS MAP

PART 1 GENERAL

1.01 SUMMARY

- A. This section establishes a general guide for preparation of the Contractors site safety work plan for this project. This guide is not intended to be inclusive of all necessary items to be included in the Contractors safety plan. In conjunction with these general requisite items, comply with all conditions of the pertinent provisions of federal OSHA safety standards and state specific standards adopted by the State of Alaska Department of Labor (ADOL). If there are any instances in this specification section that conflict or differ from those issued by the ADOL, ADOL will apply. This specification does not relieve the contractor in any way of any other reporting, documentation, verification, adherence or other requirements of the State of Alaska Dept. of Labor or federal OSHA standards.
- B. Safety of Contractor's employees and persons on site is and shall remain the sole responsibility of the Prime Contractor for this project.
- C. Related Sections:
 - 1. General Conditions

1.02 SUBMITTALS

- A. Submit at the time of the pre-construction conference the name and safety qualifications of the Contractor's safety and health person.
- B. Submit Contractor's written accident prevention plan within 14 days of Notice of Award and prior to commencement of any work on the site.
- C. Submit an outline agenda 5 working days preceding the supervisor's monthly safety meeting and meeting minutes within 5 days after the meeting.
- D. Submit outline report of weekly safety meeting within 5 working days after the meeting.
- E. Submit identified safety and health deficiencies and corrective measures weekly.
- F. Submit a copy of the Contractor's Lockout /Tagout procedures prior to implementation under this contract and in accordance with 29 CFR 1910.147(f)(2)(i). The purpose of this information is to educate UAA employees on the methodologies and equipment used by the contractor with regard towards hazardous energy control and isolation.

1.03 ACCIDENT PREVENTION AND SAFETY PLAN

- A. No person shall be required to work in surroundings or under working conditions which are unsafe or dangerous to his/her health.
- B. The Contractor shall be responsible for initiating and maintaining a safety and health program, which will comply with the standards adopted by ADOL.

- C. Prior to commencement of work at a job site and no later than 14 days after Notice of Award of contract, an acceptable accident prevention plan written by the prime contractor for the specific work and implementing in detail the pertinent requirements of the OSHA, will be reviewed for information only by the Owner. On contract operations, the contractor's plan will be job specific and will include work to be performed by subcontractors, and measures to be taken by the contractor to control hazards associated with materials, services, or equipment provided by suppliers. Consideration will also be made to cover the prevention of alcohol/drug abuse on the job.
- D. The accident prevention plan shall provide for frequent and regularly scheduled safety inspections of the work sites, material, and equipment by the competent person. Identified safety and occupational health deficiencies and corrective measures shall be recorded and forwarded to the Owner weekly.
- E. Each individual employee is responsible for complying with applicable safety requirements, wearing prescribed safety equipment, and preventing avoidable accidents and property damage.

1.04 INSTRUCTION AND TRAINING

- A. Each employee shall be provided initial instruction and such continued safety training to enable them to perform their work in a safe manner.
- B. Base instruction and training on the safety program of the contractor or university agency and shall include, but not be limited to:
 - 1. General safety policy.
 - 2. Requirements for employee and project safety.
 - 3. Employee's responsibilities for property and safety of others.
 - 4. Employee's responsibilities for reporting all accidents.
 - 5. Medical facilities and required treatment.
 - 6. Procedures for reporting or correcting unsafe conditions or practices.
 - 7. Safe clearance procedures.
 - 8. Firefighting and other emergency procedures.
 - 9. Job hazard and activity hazard analyses and accident prevention plan.
 - 10. Alcohol/drug abuse policy.
 - 11. Segregation of vehicular and pedestrian traffic.
- C. Provide further instruction and training sessions as required by the ADOL or OSHA for specific job tasks. Notify the Owner a minimum of three (3) working days in advance of the training so that they may attend.

1.05 ON THE JOB

- A. Designate, to cover all hours of work at the project site(s), at least one competent or qualified safety and health person on site to manage the Contractor's Safety Program. The principal safety and health person shall report to and work directly for the

contractor's top on-site manager, corporate safety office, or other high-level official of equivalent position. The safety and health person(s) shall have the authority to take immediate steps to correct unsafe or unhealthful conditions. The employment of a safety and health person(s) shall not abrogate the safety and health responsibilities of other personnel. This safety and health person shall be intimately familiar with and be responsible for direct input on the generation of the Contractor's written accident prevention plan. The safety and health person shall be the point of contact with the Owner for all matters regarding job site safety.

- B. A "Competent" or "Qualified" person means one who can identify existing and predictable hazards in the working environment which are dangerous to personnel and has the authority to promptly eliminate them. This person is one who, by degree, certificate, professional standing, or extensive knowledge, training and experience has demonstrated his/her ability to resolve safety problems related to the work site.
- C. Hold regularly scheduled safety meetings at least once a month for all supervisors on the project to review past activities, to plan ahead for new or changed operations, and establish safe working procedures for anticipated hazards. An outline report of each meeting shall be submitted to the Owner.
- D. Hold at least one safety meeting weekly conducted by field supervisors, safety and health representative, or foremen for all workers. Maintain and provide copies to the Owner of an outline report of meeting giving date, time, attendance, subjects discussed and who conducted it.

1.06 COMPLIANCE WITH UNIVERSITY OF ALASKA POLICIES

- A. Contractors shall comply with all University of Alaska policies, including Nondiscrimination, Protection of Minors, and Title IX Compliance.
 - 1. Contractors are required to review and cover the University's current Protection of Minors policy and Title IX policy with all employees and subcontractor employees.
- B. All individuals utilizing University of Alaska's campuses are expected to conduct themselves in a manner that promotes a safe and positive working environment, free of sex based discrimination, including sexual and gender based harassment, stalking, assault and violence.
- C. Contractors are expected to report any and all incidents relating to discrimination, protection of minors or Title IX compliance to a University Official immediately.
 - 1. Refer to the applicable policy for the University Official's contact information.
- D. Failure to follow these policies will be grounds for the University to take immediate action, which may include, but is not limited to, contract termination.
- E. The University will provide copies of all applicable policies upon request, or they can be

viewed online at <http://www.uaf.edu/safety/minors> and <http://uaf.edu/titleix>.

1.07 ACCIDENT REPORTING AND RECORDKEEPING

- A. All accidents which occur incident to an operation, project, or facility shall be immediately reported to the Owner.

On contract operations, the prime contractor shall be responsible for recording and reporting all accident exposure and experience incident to the work. (This includes exposure and experience of the prime contractor and of his subcontractors.) As a minimum, these records shall include exposure work-hours and a log of occupational injuries and illnesses. All injuries and diagnosed occupational illnesses that result in a fatality or lost workday shall be reported to the Owner.

Part 2 PRODUCTS (Not Used)

Part 3 EXECUTIONS (Not Used)

END OF SECTION