

University of Alaska
Procurement & Contract Services
 PO Box 757940
 Fairbanks, Alaska 99775-7940

REQUEST FOR QUOTATION

NUMBER UA25Q0008EP	DATE October 8, 2024
THE ABOVE NUMBER MUST APPEAR ON QUOTATIONS AND RELATED CORRESPONDENCE.	

Tel: (907) 474-6831 FAX (907) 474-7720

PRICES QUOTED MUST BE F.O.B. DESTINATION

THIS IS NOT AN ORDER

DATE & TIME BY WHICH RESPONSE MUST BE RECEIVED October 22, 2024 2:00PM AKDT	DELIVERY DATE NEEDED As Specified	DEPARTMENT Campus-Wide	REQUISITION NUMBER	PAGE 1 OF 20
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ATTENTION

PLEASE QUOTE ON THIS DOCUMENT, YOUR BEST PRICE, TERMS AND DELIVERY ON THE ITEMS DESCRIBED BELOW. **VENDOR MUST FILL IN BLOCKS 1 THROUGH 9 OF THIS PAGE AND COMPLETE THE QUOTE FORM.**

1. COMPANY NAME, ADDRESS & PHONE: **(Vendor response required)**

2. AUTHORIZED SIGNATURE **(Vendor response required)**

VENDOR

Email Solicitation:
 Vendors may fill out this document electronically and return by email OR fill it out manually, scan it, and return it by email.

Submit via email to: ecpenn@alaska.edu

3. TERMS	4. SHIPMENT VIA	5. INDICATE DELIVERY DATE	6. OFFICIAL TITLE	7. DATE
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ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	<p>SCOPE: The University of Alaska Anchorage is soliciting quotes for: Towing Services at its Anchorage Campus, as specified herein.</p> <p>BASIS OF AWARD: Award will be made in the aggregate to the low, responsive, responsible Quoter, based on the Total Amount Quoted on the Quote Form.</p>			Vendor shall fill out the quote form & additional information as required.	Vendor shall fill out the quote form & additional information as required.
		8. GRAND TOTAL:			

THE ATTACHED TERMS AND CONDITIONS SHALL BECOME PART OF ANY PURCHASE ORDER RESULTING FROM THIS REQUEST FOR QUOTATION.	DIRECT INQUIRIES TO: PROCUREMENT OFFICER Emmili Penn 907.474.6831
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<p>9. BUSINESS CLASSIFICATION: (Vendor response required)</p> <p><input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> DISADVANTAGED SMALL BUSINESS</p> <p><input type="checkbox"/> LARGE BUSINESS <input type="checkbox"/> DISADVANTAGED LARGE BUSINESS</p> <p><input type="checkbox"/> NON-PROFIT ORGANIZATION <input type="checkbox"/> WOMAN OWNED SMALL BUSINESS</p> <p><input type="checkbox"/> FOREIGN SUPPLIER <input type="checkbox"/> WOMAN OWNED LARGE BUSINESS</p>	<p>INDICATE WHICH PREFERENCES YOU QUALIFY FOR:</p> <p><input type="checkbox"/> ALASKA BIDDER'S <input type="checkbox"/> EMPLOYMENT PROGRAM <input type="checkbox"/> ALASKA PRODUCTS (INDICATE CLASS I, II, OR III)</p>
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SEE NEXT PAGE FOR INSTRUCTIONS

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REQUEST FOR QUOTATION INSTRUCTIONS

1. Any quotation not meeting the requirements specified below and elsewhere in this Request for Quotation may be deemed non-responsive.
2. The University reserves the right to accept or reject any and all quotations and to waive any informalities in the quotation, and, unless otherwise specified by the offeror, to accept any or all item(s) in the quotation.
3. The Request for Quotation does not obligate the University to pay any costs incurred in the preparation or submission of such quotations, or to purchase or contract for material and/or services.
4. All quotations shall be offered F.O.B. Destination.
5. All equipment quoted shall be new and of the manufacturer's current model unless otherwise specified.
6. Use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition.
7. Descriptive literature, brochures and/or data must accompany the quote when a substitute, but "equal" is offered. The University of Alaska will be the sole judge in determining "equals" in regard to price, quality, and performance.
8. Samples of items, when requested must be furnished free of expense to the University and if not destroyed by testing, will be returned at the offeror's request and expense immediately following award.
9. Time of proposed delivery must be stated in defined terms. If time varies for different items, the offeror shall so state.
10. In case of error in the extension of prices in the quotation, the unit prices will govern. Written unit prices shall govern over a numeric unit price when both are present or called for by the quote schedule.
11. MULTIPLE, ALTERNATE, OR CONDITIONED OFFERS: Unless specifically allowed, multiple or alternate offers, or quotations conditioned upon receiving award of all or a portion of this and/or another contract shall be deemed nonresponsive and shall be rejected.
12. BASIS OF AWARD: Unless otherwise stated in the Request for Quotation, award will be line item, multiple line items or in the aggregate to the low responsive and responsible offeror(s) whose quote(s), conforming to all requirements of this Request for Quotation is/are determined to be the most advantageous to the University.
13. ANTICOMPETITIVE PRACTICES: Vendors certify by submittal of their quotation that the prices submitted have been independently arrived at and without collusion.
14. 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 non-resident's quote.
15. STATE CERTIFIED EMPLOYMENT PROGRAMS PREFERENCE: A ten percent (10%) preference shall be applied to quotes received from any state certified employment program.
16. ALASKA PRODUCT PREFERENCE: In the evaluation of the quote, Class I Alaskan products will be given a three percent (3%) preference; Class II products a five percent (5%) preference; and Class III products a seven percent (7%) preference. Offerors claiming this preference shall submit with their quote certification from the State of Alaska to substantiate their claim. Failure to submit such certification will result in no preference being granted.
17. 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 apply either the bidder's preference or employment program preference first and the products preference second.
18. BUSINESS CLASSIFICATION: The University of Alaska offers an equitable opportunity to small businesses and small businesses owned and controlled by the socially and economically disadvantaged, and to women owned businesses. The correct classification shall be entered in the space provided on this document. In the case of tie offers, equal in all terms, these classifications will be used to determine the successful offeror in accordance with University Regulations.
19. Any purchase order issued as a result of this solicitation shall be governed by the UA Purchase Order Terms and Conditions: <http://alaska.edu/swproc/downloads/terms.pdf>.

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PURPOSE OF SOLICITATION/BACKGROUND

The University of Alaska (UA) is soliciting quotes from qualified Quoters to establish a contract for towing, vehicle storage, and vehicle disposal services for its University of Alaska Anchorage (UAA) Campus. These services will be performed on an as-needed basis for the University Police Department (UPD), Campus Services, Parking Services, and the Facilities Maintenance & Operations (FMO) Fleet Services Division, as specified herein.

The University of Alaska Anchorage Police Department (UPD) is an independent and fully functioning police department authorized and created by the State of Alaska in 1992 by Alaska Statute 14.40.043. The University Police Department and the Anchorage Police Department (APD) share concurrent jurisdiction within the University-Medical District (UMED) area. UPD and APD have a mutual aid agreement and UPD supports APD, on an as-needed basis, by responding to incidents on public roadways and property surrounding UAA. When UPD support is requested by the Anchorage Police Department, the Contractor shall follow Anchorage Municipal Code or current public contract in place for vehicles towed from Anchorage Municipal Streets. These services do not fall under this RFQ or subsequent contract through UA.

Due to the nature of some requested towing services, the Contractor shall provide UA a direct phone number to its Dispatch.

Under no circumstances shall the Contractor provide any information in response to any public inquiries about the details of any towed vehicles, impounded vehicles, occupants arrested or their personal knowledge of the on-scene incident in which towing services were required under the terms of this contract. The Contractor must direct any persons requesting information for tows performed under these specific circumstances to the University Police Department at 907-786-1120.

BASIS OF AWARD STATEMENT

Pending availability of funding, award will be made in the aggregate to the low responsive, responsible quoter. UA reserves the right to determine, in its best interests, if necessary, which vendor's quote best fulfills the RFQ requirements, best meets UA's needs, or provides the best value to UA, and make award based on that determination.

TYPE OF CONTRACT

Any contract awarded as a result of this solicitation will be a non-personal services contract with firm-fixed prices throughout the period of performance. Prices shall include all costs associated with providing the services described in this solicitation.

WALK-THROUGH

An informal walk-through of the areas to be serviced has not been scheduled.

REQUIRED FORMS

In order to fairly and consistently evaluate all quotes submitted, each quoter must submit pricing and terms on the forms provided by UA. Vendor quote forms may be accepted in addition to but **NOT in lieu of** the required forms provided by UA. Failure to submit pricing and terms on the forms provided by UA may render quotes non-responsive, thus eliminating them from further consideration.

FEDERAL TAX IDENTIFICATION

In order to process payment to a potential Vendor, UA requires that each quoter provide their Federal Tax Identification Number below.

Tax Identification No: _____



Additionally, submit a complete W-9 form with your quote if you have not previously done business with the University. <https://www.irs.gov/pub/irs-pdf/fw9.pdf>

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1. GENERAL OUTLINE OF SERVICES

1.1. UAA Interactive Campus Map can be found here: <https://www.uaa.alaska.edu/map/index.cshtml>

Address: University of Alaska Anchorage
3211 Providence Drive
Anchorage, AK 99508

1.2. LOT 1: University Police Department (UPD) Incident Tows

An Incident Tow is defined as a motor vehicle unable to be moved by the vehicle's registered owner which is located on municipal roadways, campus roadways, or campus lots which is negatively impacting traffic flow or safety, as determined by UPD.

- 1.2.1. At the request of UPD, the Contractor shall tow or move any vehicle as directed by UPD with the Contractor's own towing equipment.
- 1.2.2. The Contractor shall remove glass and/or injurious debris from the roadway as required by Anchorage Municipal Code (AMC) 9.36.100.C. In addition, the Contractor will comply with AMC 9.46.060 and AMC 9.46.070 by ensuring that a debris container and its contents or other debris is properly secured so it does not become a hazard to others on a roadway. Active clean-up time in excess of thirty (30) minutes may be billed as Miscellaneous Labor Time, excluding the first thirty (30) minutes upon arrival to accident or incident.
- 1.2.3. The Contractor shall be able to respond to requests for service within 45 minutes and perform services 24-hours per day, 7-days per week, and 365 days per year.
 - 1.2.3.1. The UPD dispatch computer system is the "official time clock."
- 1.2.4. Upon call for dispatch, UPD will identify the vehicle size needing towed (i.e. <10k GVW, 10k-33k GVW, etc.).
- 1.2.5. UPD, at any given time, is authorized to inspect any and all towing equipment used in association with this contract to ensure compliance. Safety inspections will be at the discretion of UPD.
- 1.2.6. The Contractor shall be entitled to a Cancellation Fee if call is canceled after Contractor has arrived (Cancellation After Arrival Fee), payable by UPD. A canceled call, prior to arrival, is not billable to UPD or the registered owner.
- 1.2.7. Towing services will include all services required to place the vehicle in a position to be towed, and to safely and properly tow the vehicle from the incident location to the Contractor's storage yard, the Anchorage Police Department vehicle storage yard or Alaska State Trooper vehicle storage yard, as directed by UPD.
- 1.2.8. The basic towing fee shall include absorbents, flares, waste collection, all materials, tools, equipment, tow truck driver, fuel surcharge, and mileage.
- 1.2.9. Extra charges for dollies, winching, standby time, or additional tow truck fees may be added when these specialized services are ordered by UPD or when towing without extra equipment would be hazardous.
- 1.2.10. Upon the request from UPD to tow an incident vehicle, the Contractor shall present an invoice describing the service to the requesting UPD officer. Each original invoice shall include a UPD case number or Computer Aided Dispatch (CAD) number, UA PO number, Contractor invoice number, date and time of dispatch, time the vehicle was towed, location from which vehicle was towed and the location of the vehicle storage.

1.3. LOT 2: UPD Abandoned, Impounded, and Stolen Vehicle Tows

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An Abandoned Vehicle Tow is defined as a motor vehicle left unattended or unclaimed on University property as determined by UPD. It is reasonable to expect 1 to 2 vehicles per abandoned vehicle request. Stolen Vehicle Tows will be for the recovery of vehicles. Should the Tows take place in the Extended Recovery Area, this is defined as areas north of Mile Post 30 and south of Mile Post 75. Instances of tow or recovery needs in this area will be minimal, however it is anticipated that at least 1 vehicle per year may need to be recovered in an Extended Recovery Area as requested by UPD.

- 1.3.1. At the request of UPD, the Contractor shall tow or move any vehicle as directed by UPD with the Contractor's own towing equipment.
- 1.3.2. The Contractor shall be able to respond to requests for service within 45 minutes and perform services 24-hours per day, 7-days per week, and 365 days per year.
- 1.3.3. UPD, at any given time, is authorized to inspect any and all towing equipment used in association with this contract to ensure compliance. Safety inspections will be at the discretion of UPD.
- 1.3.4. The Contractor shall be entitled to a Cancellation Fee if call is canceled after Contractor has arrived (Cancellation After Arrival Fee), payable by UPD. A canceled call, prior to arrival, is not billable to UPD or the registered owner.
- 1.3.5. Towing services will include all services required to place the vehicle in a position to be towed, and to safely and properly tow the vehicle from the incident location to the Contractors vehicle storage yard or University Property, as directed by UPD.
- 1.3.6. Extra charges for dollies, winching, standby time, or additional tow truck fees may be added when these specialized services are ordered by UPD or when towing without extra equipment would be hazardous.
- 1.3.7. Upon the request from UPD to tow an incident vehicle, the Contractor shall present an invoice to the officer describing the service. Each original invoice shall include a UPD case number or CAD number, PO number, Contractor invoice number, date and time of dispatch, time the vehicle was towed, location from which vehicle was towed and the location of the vehicle storage.
- 1.3.8. Response Time:
 - 1.3.8.1. The Contractor shall be contacted via phone by UPD Dispatch for services related to abandoned vehicle(s) or stolen University vehicle(s).
 - 1.3.8.2. UPD will identify the vehicle size needing to be towed (i.e. <10k GVW, 10k-33k GVW, etc.).
 - 1.3.8.3. UPD will identify the location of the vehicle(s) requiring towing.
 - 1.3.8.4. The UPD dispatch computer system is the "official time clock" and response time is expected to be within 45 minutes.
- 1.3.9. Contractor Storage Facilities for Abandoned Vehicles:
 - 1.3.9.1. The Contractor shall have properly zoned, licensed/permitted, secured and fenced storage facilities capable of accommodating all abandoned and incident vehicles towed under this contract. All storage facilities shall be located in Anchorage.
 - 1.3.9.2. The Contractor shall store all abandoned vehicles it receives custody of under this contract only in storage facilities established under this section.
 - 1.3.9.3. UPD shall be authorized to inspect the general storage facility and all vehicles towed under this contract Monday - Friday 8:00AM to 5:00PM to ensure compliance with this contract.
 - 1.3.9.4. Storage fees shall begin upon entry into Contractor's storage facility, and shall be expressed as a fee for each 24-hour increment after the initial tow.

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- 1.3.9.5. Administrative Fees may not be assessed, or added to auction fees, when UPD accesses the Contractor's storage facilities.
- 1.3.10. Custody and Protection of Property for Abandoned Vehicle(s):
 - 1.3.10.1. The Contractor's custody of vehicles begins when the Contractor has a physical connection to the vehicle or has otherwise moved it. Custody continues until the Contractor releases or transfers custody of the vehicle to an authorized third party, or when the abandoned vehicle is disposed of by moving it to a scrap processing yard or auto wrecking facility.
 - 1.3.10.2. The Contractor will protect all vehicles in its custody from damage, theft, or loss of any kind. Should the Contractor discover any damage, theft, or loss to a vehicle, this information will be reported to UPD no later than 8:00AM of the next business day.
 - 1.3.10.3. The Contractor shall:
 - 1.3.10.3.1. Maintain and protect all contents (including personal property of any vehicle stored or impounded under this contract) until disposal of the vehicle.
 - 1.3.10.3.2. Release all personal property and/or abandoned vehicles to the owner of record, lien holder of record, or persons entitled to take possession of vehicle. Personal property and/or vehicles may only be released with a complete and signed release form provided by UPD.
 - 1.3.10.3.3. Prohibit any person, subcontractor, agent, or business to use, for any purpose, any abandoned vehicles or personal property in its custody under this contract.
 - 1.3.10.3.4. The Contractor will be held responsible for any and all damages that are deemed avoidable by UPD and result from misuse or improper handling of equipment and/or operations. All complaints will be handled in a professional and expeditious manner by the Contractor. If, in the opinion of UPD, the complaints or damages are not addressed satisfactorily, UPD reserves the right to repair the damages and deduct the costs from the Contractor's billing.
 - 1.3.10.3.5. The Contractor will immediately notify and turn over to UPD property such as narcotics, drug paraphernalia, contraband, firearms, weapons, currency, jewelry, or other valuable property. The Contractor will waive any right to said property turned over to UPD if later unclaimed by the owner.
- 1.3.11. Required Reporting for Abandoned Vehicle(s):
 - 1.3.11.1. During any month that the Contractor has had an abandoned vehicle in its custody under this contract, the Contractor shall deliver to UPD a properly completed Monthly Lot Inventory Report no later than the 10th day of each month.
 - 1.3.11.2. The report will contain the following information:
 - 1.3.11.2.1. An inventory of only abandoned vehicles in the custody of the Contractor on the last day of the preceding month.
 - 1.3.11.2.2. Impound ticket number, date of impound, and time of impound.

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1.3.11.2.3. Vehicle description including, make, model, style, year, color, license plate number (including issuing state), mileage, and vehicle identification number (VIN) or serial number.

1.3.12. Disposal of Abandoned Vehicle(s):

1.3.12.1. The Contractor shall comply with all Anchorage Municipal Codes when disposing of abandoned vehicles. The intent of this contract is that abandoned vehicles are removed from service and crushed or otherwise destroyed. Any abandoned vehicle not reclaimed by the vehicle owner of record, lien holder of record, or other persons entitled to possession of the vehicle will be moved within the prescribed time period to a scrap processing yard, auto wrecking facility, or other means of destruction to render the vehicle incapable of use. The Contractor must furnish proof of disposal using a form approved by UPD. The form will contain the printed name and signature of both the Contractor and the company used for disposal, verifying that the crushing or shredding of the abandoned vehicle has or will take place within 30-days.

1.3.12.2. Upon destruction, the Contractor is further required to provide notification to the State of Alaska Department of Motor Vehicles within 30-days that the destruction of the vehicle has taken place. Per AS 28.10.351 the Contractor shall immediately forward to the State of Alaska Department of Motor Vehicles the abandoned vehicle's registration plates.

1.3.13. UAA Parking Violations:

1.3.13.1. If contacted by UPD Dispatch, the Contractor will impound a vehicle violating University Parking Regulations.

1.3.13.2. The Contractor will be responsible for billing the registered owner for the impound expense.

1.4. LOT 3: Fleet Services Tows and Campus Services Tows

1.4.1. At the request of Authorized UAA Personnel, the Contractor shall tow or move any vehicle as directed with the Contractor's own towing equipment.

1.4.2. The Contractor shall be able to perform services 24-hours per day, 7-days per week, and 365 days per year.

1.4.3. Authorized UAA Personnel, at any given time, are authorized to inspect any and all towing equipment used in association with this contract to ensure compliance. Safety inspections will be at the discretion of Authorized UAA Personnel.

1.4.4. The Contractor shall be entitled to a Cancellation Fee if call is canceled after Contractor has arrived (Cancellation After Arrival Fee), payable by the Authorizing UAA Department. A canceled call, prior to arrival, is not billable to UAA or the registered owner.

1.4.5. Towing services will include all services required to place the vehicle in a position to be towed, and to safely and properly tow the vehicle from University property to service locations within Anchorage (i.e. to/from service centers, to/from auto body shops, etc.) as directed by Fleet Services.

1.4.6. During Winter, towing services will include all services required to place the vehicle in a position to be towed, and to safely and properly tow the vehicle from one University On-Campus Parking Lot to another University On-Campus Parking Lot, as directed by Campus Services. The purpose of this is to allow parking lots to be properly plowed. Contractor will be notified of schedule beforehand.

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- 1.4.7. The basic towing fee shall include absorbents, flares, waste collection, all materials, tools, equipment, tow truck driver, fuel surcharge, and mileage.
- 1.4.8. Extra charges for dollies, winching, standby time, or additional tow truck fees may be added when these specialized services are ordered by UAA or when towing without extra equipment would be hazardous.
- 1.4.9. Upon the request from Authorized UAA Personnel to tow a vehicle, the Contractor shall present an invoice describing the service. Each original invoice shall include the PO number, Contractor invoice number, date and time vehicle was towed, location from which vehicle was towed, and the location of the vehicle delivered.
- 1.4.10. Response Time:
 - 1.4.10.1. The Contractor shall be notified in writing via email regarding the needs of UAA.
 - 1.4.10.2. In the written notice, Authorized UAA Personnel will identify the vehicle size needing towed (i.e. <10k GVW, 10k-33k GVW, etc.).
 - 1.4.10.3. In the written notice Authorized UAA Personnel will identify the location of the vehicle(s) requiring towing.
 - 1.4.10.4. In the written notice Authorized UAA Personnel will identify a preferred and alternate date for towing of vehicle(s). The preferred date will be no fewer than 2 business days in the future of the date of notice. The alternate date will be no fewer than 4 business days in the future of the date of notice.
 - 1.4.10.5. The Contractor shall respond in writing via email within 24-hours indicating that the Contractor will respond on the preferred or alternate date.
 - 1.4.10.6. Authorized UAA Personnel will meet the Contractor at the location indicated at 9:00AM on the agreed upon date to begin towing, unless the Contractor and UAA mutually agree in writing otherwise.

2. PERIOD OF PERFORMANCE

- 2.1. The Contractor will be expected to begin work November 1, 2024, or within ten (10) days of award, whichever is later. The contract shall be issued for an initial period beginning November 1, 2024, or date of award, through October 31, 2025, with options to renew for up to four (4) additional one-year periods. If all option years are exercised, the contract shall expire October 31, 2029.
- 2.2. UA reserves the unilateral right to exercise options to renew. Options to renew, if exercised, shall be contingent upon availability of funding, satisfactory performance, and UA's continued need of the services under contract. The Contractor shall be notified prior to the expiration of the contract period, of UA's intent to renew, or not renew, for the next contract period.
- 2.3. UA reserves the right to temporarily suspend services for budgetary, emergency, safety or road construction purposes. UA will make every effort to give maximum advance notice of such suspension. Fifteen (15) day's notice shall be considered adequate to suspend services without UA incurring any costs.

3. CONTRACT ADMINISTRATOR

- 3.1. UA shall designate a Contract Administrator to act on its behalf in regard to all aspects of this Contract. The Contract Administrator shall have complete authority to require the Contractor to strictly and promptly follow the specifications of the contract, and the instructions of the Contract Administrator. UA's Contract Administrator will be provided upon contract issuance.
- 3.2. Scheduling and access shall be coordinated with the Contract Administrator, or designee. No work is to be performed without authorization to proceed from the Contract Administrator. The Contract

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Administrator shall have final acceptance of work performed and shall approve all billings prior to payment.

- 3.3. The Contract Administrator has no authority to change the terms and conditions of the contract. Changes to the contract may be accomplished only by written modification issued by UA Procurement & Contract Services.
- 3.4. All disputes and interpretations of the contract which cannot be settled by the Contractor and the Contract Administrator shall be forwarded to UA Procurement & Contract Services for a determination.

4. CONTRACT MANAGER

- 4.1. The Contractor shall designate a Contract Manager, who shall have full authority to act for the Contractor in all matters relative to the performance of the work. The name of this person and contact phone number(s) shall be designated in writing to UA Procurement & Contract Services prior to commencement of services. Except as otherwise specified herein, the Contract Manager will be responsible for coordinating all matters with the Contract Administrator. The Contract Manager will be available to meet with the Contract Administrator whenever necessary, submit, and receive reports, and discuss any deficiencies in performance or other matters of concern to both parties.
- 4.2. The Contract Manager shall be adequately trained in all aspects related to this contract. The Contractor certifies that the Contract Manager shall be adequately trained in the compliance of all applicable Federal, State and Local laws and regulations regarding materials and operations that may be encountered in the performance of the contract.
- 4.3. The Contract Manager shall ensure compliance with the performance standards and task frequencies, physically inspect, correct deficiencies, monitor, assure quality standards and supervise Contractor employees, if necessary, ensuring adherence to the service schedule.
- 4.4. The Contract Manager, or designee, shall be able to maintain daily communications, via telephone, cell phone, E-mail, etc., to facilitate prompt resolution of problems.

5. LABOR

- 5.1. Nothing in this solicitation precludes the Contractor from exercising all of the rights and responsibilities of an employer, including hiring, disciplinary actions, and/or termination of employment.
- 5.2. All work shall be performed by personnel directly employed by the Contractor. No actual work or services shall be subcontracted without approval of the Contract Administrator. Personnel used in the performance of this work shall be properly trained and qualified for work of this type.
- 5.3. The Contractor shall maintain control of its employees while on the University Campus. Any employee whose work performance or conduct is objectionable may be immediately removed from UA premises. The Contractor shall maintain a work force of sufficient size to perform all work as scheduled.
- 5.4. The Contractor shall maintain a list of its employees, their Social Security numbers, and number of hours worked each day on this contract. These records shall be available to UA at any time during the contract period. The Contractor shall abide by the provisions of the Alaska Employment Practices and Working Conditions section of the Alaska Statutes. Specifically, hourly workers must be paid for all hours worked, including overtime.
- 5.5. The Contractor's employees shall be capable and experienced in the contract work to be performed. UA may also require removal of any worker from the work area whose continued employment on the premises is deemed contrary to the public's or to UA's best interest.

6. EMPLOYEE CONDUCT

- 6.1. The Contractor's employees appearing to be under the influence of alcohol or drugs shall not be permitted on UA property and are subject to all laws and regulations related to operating under the influence.

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- 6.2. Any employee whose conduct is objectionable or who does not meet qualifications set forth in the contract may be immediately removed or barred from UA premises.
- 6.3. The Contractor and its employees shall have the right to use only those UA facilities that are necessary to perform the services called for in the Contract and shall have no right of access to any other UA facilities. Access routes, entrance gates or doors, parking and storage areas, etc., and any imposed time limitations on the Contractor shall be designated and specified 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 are any of its employees to enter any area not authorized by the Contract Administrator. UA shall grant Contractor's personnel reasonable access to the areas where the services are to be performed and to the extent necessary to perform them, subject to UA security and safety rules and regulations. Any such loss caused by the Contractor shall be deducted from payments due to the Contractor.
- 6.4. No business solicitations from the Contractor or the Contractor's employees soliciting additional private business from building occupants shall be allowed. This also prohibits notes or advertisements posted on bulletin boards.
- 6.5. UA is a No-Smoking establishment. Smoking is prohibited on all UA premises.
- 6.6. UA is a "Drug-Free Workplace."
 - 6.6.1. The Contractor's management and employees shall not use controlled substances not prescribed for them, nor illegal substances.
 - 6.6.2. Alcohol may not be used on or off UA premises during work shifts, nor preceding work shifts, when to do so would in any way affect performance. Contractor's employees appearing to be under the influence of alcohol or drugs will not be permitted on UA premises.
- 6.7. The Contractor's employees are not to be accompanied on the premises by acquaintances, family members, or any other person unless said person is an authorized Contractor employee performing work under the contract.

7. UNIFORMS

- 7.1. Contractor's employees must wear a high visibility vest or uniform for the safety of the employee.
- 7.2. The Contractor's employees must have in their possession at all times a photo ID card, such a State of Alaska Driver's License. The Contractor's employees are to show their Photo ID's immediately upon request by any UA employee. Failure by a Contractor's employee to show an acceptable photo ID upon demand may be grounds for that individual's removal from UA premises. The Contractor will be responsible for any and all costs associated with removal of a Contractor's employee for any reason.
- 7.3. The Contractor shall ensure all of its employees are appropriately attired, wearing safe, suitable shoes and garments at all times during the performance of services.
- 7.4. All tow trucks on UA premises must be identifiable and affixed with proper company signage on the exterior of the vehicle.

8. EMPLOYEE TRAINING

- 8.1. The Contractor shall ensure 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 and the performance of services.

9. PAYMENTS

- 9.1. Payments for services furnished under this contract will be due thirty (30) days after the latter of (1) acceptable performance of services, (2) receipt and approval of proper billing for such services, or (3) receipt of any and all other documents required by the contract.

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- 9.2. Payment for services shall only be made after they have been performed. No invoices may be submitted for services which have yet to be performed. Payment will be based on actual quantities ordered and accepted by the Contract Administrator.
- 9.3. The invoice shall indicate the dates of service, additional services as requested, if any, and any services required by the Contract which were not performed for any reason. The Contract Administrator shall then forward the approved invoice to UAA Accounts Payable for payment processing.
- 9.4. Any discrepancies regarding the invoice amount or the amount approved for payment shall be resolved by the Contract Administrator and the Contractor. If an agreement cannot be reached, the matter may be forwarded to UA Procurement & Contract Services for resolution.

10. PRICE ADJUSTMENTS

The rates offered on the Response Form shall be the guaranteed contract price from the first day of contract performance through October 31, 2025. These rates shall also be the base rates for all subsequent rate adjustments described herein.

Rate adjustments shall be based primarily upon the Consumer Price Index (CPI) for the Municipality of Anchorage and the U.S. (<http://live.laborstats.alaska.gov/cpi/index.cfm>). Adjustments shall be commensurate with the percentage change in the CPI for All Urban Consumers, All Items, Not Seasonally Adjusted. Any price adjustment will be determined by comparing the percentage difference between the CPI in effect for the current year (annual column – 2023) and the Annual figure for each year preceding. The percentage difference between those two CPI issues will be the price adjustment rate.

On or about February 15 each year, the U.S. Department of Labor shall make available the calendar year CPI for Anchorage. UA will compare the new Annual CPI with the previous year's Annual CPI to determine the percentage change, and the contract pricing shall be adjusted accordingly.

For example:

CPI Annual Average for current period (2023)	260.372
Less CPI Annual Average for previous period (2022)	256.423
Equals Index Point Change	3.949
Divided by previous period CPI	256.423
Equals	0.0154
Result multiplied by 100	0.0154 x 100
Equals Percent Change	1.54%

Therefore, the contract price(s) would be adjusted upwards by 1.54%.

11. INSURANCE

Prior to commencement of services, the Contractor must provide proof of insurance in accordance with the requirements of Paragraph 10 of the Non-Personal Services Contract General Provisions herein.

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

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

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

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

omission (other than strikes and lockouts) is remedied so far as possible with reasonable dispatch.

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

3. TERMINATION OR SUSPENSION OF WORK

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

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

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

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

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

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

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

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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.

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

(c) 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).

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Each policy required of the Contractor and subcontractors by this Agreement shall be endorsed to name the University as an additional insured, and shall be endorsed with a waiver of subrogation in favor of the University.

(f) Proof of Insurance: The Contractor shall furnish the University with a Certificate of Insurance or, where requested by the University, the policy declaration page, with required endorsements attached thereto showing the type, amount, effective dates, and dates of expiration of all policies. The Contractor agrees, to the extent and in the manner required by the Contracting Officer, to submit for the approval of the Contracting Officer, copies of any insurance policies maintained by the Contractor specified in connection with the performance of this contract.

11. ACCESS TO FACILITIES AND INSPECTION BY CONTRACTING AGENCY

The Contracting Agency has the right to inspect, in the manner and at reasonable times it considers appropriate during the period of this contract, all facilities and activities of the Contractor as may be engaged in the performance of this contract. The Contractor shall provide reasonable access to accommodate such inspections at its own and subcontractor's facilities. The substance of this clause shall be incorporated in subcontracts by the Contractor.

12. AUDIT, EXAMINATION AND RETENTION OF RECORDS

(a) The Contracting Agency and its primary funding source may at reasonable times and places, audit the books and records of the Contractor and its subcontractors and may review the Contractor's accounting system, overhead rates, and internal control systems to the extent they relate to costs or cost principles applicable to this contract. The audit will be scheduled at a mutually agreeable time.

(b) In the conduct of audits or in meeting the audit requirements of the primary funding source, the Contracting Agency may require and evaluate Contractor compliance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

(c) The Contractor shall, at any time during normal business hours and as often as the Contracting Agency, the Comptroller General of the United States, or their agents may deem necessary, make available for examination all of its records with respect to all matters covered by this contract for a period ending three (3) years after date of final payment under this contract or any subcontract whichever is later. Upon request, and within a reasonable time, the Contractor shall submit such other information and reports relating to its activities under this contract in such form and at such times as the Contracting Agency or the Comptroller General may reasonably require. The Contractor shall permit the Contracting Agency, the Comptroller General, or their agents to examine and make copies of such records, invoices, materials, payrolls, records of personnel, and other data relating to all matters covered by the contract.

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

13. CONFIDENTIALITY OF INFORMATION

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

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

of the researcher, and the amount and source of funding provided for each project. (AS 14.40.453)

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

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

14. OWNERSHIP OF WORK PRODUCTS

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

15. SUBCONTRACTORS, SUCCESSORS, AND ASSIGNS

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

(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

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

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

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

(b) Patent Indemnity and Copyright Infringement:

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

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

18. OFFICIALS NOT TO BENEFIT

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

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

19. GRATUITIES

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

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

20. ORDER OF PRECEDENCE OF DOCUMENTS AND PROVISIONS

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

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

21. ASSIGNMENT

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

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

22. CONTRACT ADMINISTRATION

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

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

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

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

23. TAXES

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

(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

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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 UA;
- (3) Be prohibited from working under this contract involving minors if they:
 - i. have been convicted of a crime of violence, neglect, reckless endangerment, or abuse against a minor or vulnerable adult;
 - ii. are a registered sex offender;
 - iii. have been convicted of possession of child pornography.

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

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

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

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

26. PERMITS AND RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

28. PRICE ADJUSTMENT - FIXED PRICE CONTRACT

(This provision is applicable only to fixed price contracts.)

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

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

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

29. CHANGES - COST-REIMBURSEMENT CONTRACT

(This provision is applicable only to cost-reimbursement type contracts.)

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

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

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

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

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

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

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

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

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

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

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

(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

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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.

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

38. DEBARRED, SUSPENDED AND INELIGIBLE STATUS

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

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QUOTE FORM

Pricing is categorized with the assumption that most callouts will be for vehicles less than 10,000 Gross Vehicle Weight Rating (GVWR), unless otherwise indicated. All quantities listed are estimates included for evaluation purposes only. The contract for these services will be awarded to the low responsive, responsible Quoter using the combined Estimated Annual Totals for Lots 1-3. All payments issued under contract will be made using the offered and accepted unit prices for the applicable service and GVWR. The University reserves the right to purchase more than, less than, or none of the quantities indicated, as needed, throughout the duration of the contract term or any extensions on item-by-item basis.

LOTS 1 - 2: UPD Incident Tows and Abandoned Vehicle Tows/Storage/Disposal/Misc. Fees

Item No.	Description	Estimated Quantity	UOM	Unit Price	Extended Price
1	Basic Tow Rate >10K GVWR	20	EA	\$	\$
2	Winching	10	HR	\$	\$
3	Dolly	5	EA	\$	\$
4	Standby Time	10	HR	\$	\$
5	Miscellaneous Labor	10	HR	\$	\$
6	Additional Tow Truck Rate	2	EA	\$	\$
7	Extended area Mileage Rate	200	MI	\$	\$
8	Forfeiture Auction Fee	5	FEE	\$	\$
9	General Storage Fee	225	DAY	\$	\$
10	Cancellation After Arrival Fee	5	FEE	\$	\$
11	Processing & Application Fees	2	FEE	\$	\$
12	10K-33K GVWR Surcharge	5	EA	\$	\$
13	>33K GVWR Surcharge	5	EA	\$	\$
Estimated Annual Total (Combined Extended Price of Items 1-13):					\$

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LOT 3: Fleet Services Tows and Campus Services Tows

Item No.	Description	Estimated Quantity	UOM	Unit Price	Extended Price
1	Basic Tow Rate >10K GVWR	20	EA	\$	\$
2	Dolly	5	EA	\$	\$
3	Standby Time	10	HR	\$	\$
4	Additional Tow Truck Rate	2	EA	\$	\$
5	Cancellation After Arrival Fee	5	FEE	\$	\$
6	10K-33K GVWR Surcharge	5	EA	\$	\$
7	>33K GVWR Surcharge	5	EA	\$	\$
Estimated Annual Total (Combined Extended Price of Items 1-7):					\$

Company Name: _____

Preparer's Name: _____

Preparer's Email: _____

If your intention is not to quote on this request, please return Page 1 of this RFQ stating "No Quote" in order to be considered for future solicitations.

QUOTES MUST BE RECEIVED IN A TIMELY MANNER
DEADLINES ARE INDICATED ON THE COVER PAGE
EMAIL YOUR QUOTE TO:
ecpenn@alaska.edu