

**REQUEST FOR QUOTATION**

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

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

NUMBER <b>UA25Q0012EP</b>	DATE October 8, 2024
THE ABOVE NUMBER MUST APPEAR ON QUOTATIONS AND RELATED CORRESPONDENCE.	

PRICES QUOTED MUST BE F.O.B. DESTINATION

**THIS IS NOT AN ORDER**

DATE & TIME BY WHICH RESPONSE MUST BE RECEIVED <b>October 18, 2024 2:00PM AKDT</b>		DELIVERY DATE NEEDED As Specified		DEPARTMENT Facilities		REQUISITION NUMBER R0346165		PAGE 1 OF 20	
VENDOR <b>Email Solicitation:</b> Vendors may fill out this document electronically and return by email OR fill it out manually, scan it, and return it by email.				<b>ATTENTION</b> PLEASE QUOTE ON THIS DOCUMENT, YOUR BEST PRICE, PAYMENT TERMS AND DELIVERY ON THE ITEMS DESCRIBED BELOW. <b>VENDOR MUST FILL IN BLOCKS 1 THROUGH 9 OF THIS PAGE AND COMPLETE THE QUOTE FORM.</b>					
<b>*Please Do Not Deliver Quotes to UAA Prince William Sound College. Email to UA P&amp;CS at the email below.*</b>				1. COMPANY NAME, ADDRESS & PHONE: <b>(Required)</b>					
<b>Submit quotes via email to: <a href="mailto:ecpenn@alaska.edu">ecpenn@alaska.edu</a></b>				2. AUTHORIZED PRINTED NAME & SIGNATURE <b>(Required)</b>					
3. TERMS		4. SHIPMENT VIA		5. INDICATE DELIVERY DATE		6. OFFICIAL TITLE		7. DATE	
ITEM	DESCRIPTION			QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE		
1	<b>SCOPE:</b> The University of Alaska Anchorage is soliciting quotes for <b>Snow Removal Services at its Prince William Sound College Campus</b> , as specified herein.  <b>BASIS OF AWARD:</b> Award will be made in the aggregate to the low, responsive, responsible Quoter, based on the Total Amount Quoted on the Quote Form.					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 <b>Emmili Penn 907.474.6831</b>					
9. BUSINESS CLASSIFICATION: <b>(Required)</b>				INDICATE WHICH PREFERENCES YOU QUALIFY FOR:					
<input type="checkbox"/> SMALL BUSINESS		<input type="checkbox"/> DISADVANTAGED SMALL BUSINESS		<input type="checkbox"/> ALASKA BIDDER'S		<input type="checkbox"/> EMPLOYMENT PROGRAM		<input type="checkbox"/> ALASKA PRODUCTS (INDICATE CLASS I, II, OR III)	
<input type="checkbox"/> LARGE BUSINESS		<input type="checkbox"/> DISADVANTAGED LARGE BUSINESS							
<input type="checkbox"/> NON-PROFIT ORGANIZATION		<input type="checkbox"/> WOMAN OWNED SMALL BUSINESS							
<input type="checkbox"/> FOREIGN SUPPLIER		<input type="checkbox"/> WOMAN OWNED LARGE BUSINESS							
<b>SEE NEXT PAGE FOR INSTRUCTIONS</b>									

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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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**SCOPE/PURPOSE OF SOLICITATION**

The University of Alaska (UA) is soliciting quotes from qualified vendors to contract for snow removal services for its Prince William Sound College Campus located in Valdez, Alaska, as described herein. The successful Quoter shall provide services in strict accordance with the schedules, specifications, and terms and conditions outlined in this solicitation. To be eligible for award, the successful Quoter must be able to provide all required services.

**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, if in its best interests, and 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**

1. An informal walk-through of the areas to be serviced has not been scheduled. One may be requested during the RFQ response period. Walk-throughs will be scheduled by appointment only. A UA representative will meet the offeror at an agreed-upon location. All vendors shall have the opportunity to walk through the facility in a prescribed and guided tour directed by the Contract Administrator, or designee.
2. The purpose of the walk-through is to allow vendors the opportunity to familiarize themselves with on-site conditions, surfaces, lay-outs, and other information which may be deemed useful. UA's representative(s) will be available to answer general questions about the facilities, usage, etc., but shall have no authority to amend or modify the requirements of the solicitation. No verbal responses from UA's representative(s) shall alter the RFQ document in any way. Questions of a material nature that arise from the walk-through may be submitted in writing to the procurement officer and, if UA determines it is necessary, responses shall be included in a written amendment to the RFQ.
3. Requests for walk-throughs may be directed to Ben Eisen, Facilities Manager, Prince William Sound College, at (907) 255-1785 or email: [bmeisen@alaska.edu](mailto:bmeisen@alaska.edu)

Attendance at the walk through is not mandatory, however, failure to attend may not be used as an excuse for being unaware of conditions which would have been known to a Quoter who attended the walk through.

**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. The Contractor shall provide snow removal services for the University of Alaska Anchorage (UAA), Prince William Sound College (PWSC) campus located in Valdez, Alaska, in strict accordance with the specifications, terms and conditions herein. Snow removal services are needed for the main campus and student housing.

1.2. PWSC Campus Map and Removal Requirements can be viewed in Attachments A and B. Addresses of both service locations are:

Address:	University of Alaska Anchorage Prince William Sound College Main Campus 303 Lowe Street Valdez, AK 99686	University of Alaska Anchorage Prince William Sound College Student Housing 105 Pioneer Drive Valdez, AK 99686
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1.3. The Contractor shall furnish all necessary management, supervision, labor, fuel, supplies, equipment, and equipment storage as required for the successful performance of the Contract in accordance with the specifications found herein.

1.4. Snow removal at the Main Campus is to be completed by no later than 7 a.m. Snow removal at Student Housing is to be completed by no later than 9 a.m.

1.5. Snow Removal Requirements:

1.5.1. The Contractor must remove and dispose of snow every time a “call-out” is made, or when the level has reached an approximate level of 6 inches, and forecasts call for the snow fall to continue. Call-outs will be at the direction of the Contract Administrator.

1.5.2. The red diagonal lines of Attachments A and B show areas to be maintained. The successful Contractor will be responsible for upkeep of these areas. All snow must be removed within two feet of the building structures.

1.5.3. The designated snow removal areas shall be cordoned off by the Contractor to avoid vehicular and pedestrian traffic. All costs of barricades, tape, signs, or any other devices utilized for traffic and pedestrian control will be considered incidental to this contract, and be the sole responsibility of the Contractor.

1.5.4. Vehicles and pedestrians shall maintain the right of way over the Contractor's vehicles. The Contractor will not block parked cars with snow. The College will post signs and make every reasonable effort to ensure all vehicles are not in the Contractor's work area, however, the Contractor shall be responsible for hand shoveling any snow blocked vehicle that results from the Contractor's performance. The towing of any vehicle must have prior approval of the Contract Administrator.

1.5.5. Snow Disposal:

1.5.5.1. PWSC has designated Snow Dump Sites, as indicated by “Snow Storage” on Attachments A and B.

1.5.5.2. Areas available for disposal must be clarified and pre-arranged between the Contractor and the Contract Administrator.

1.5.5.3. Accumulation of snow piles in the parking lots is strictly prohibited and may lead to refusal of payment for services and/or termination of contract.

1.5.5.4. Snow is not to be plowed to a location that obstructs doorways, fire hydrants, or fire lanes. Any violations of this provision may result in the cancellation of the contract.

1.6. Additional Requirements:

1.6.1. In the event of heavy snowfalls, additional services will be required, and snow removal may occur more than one time per day. Additional snow removal call-out services are considered a standard minimum requirement of the contract and will be charged at the standard hourly rate proposed on the Quote Form.

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- 1.6.2. The Contractor must respond with an operator and equipment within four (4) hours of any subsequent snow removal call-out by the Contract Administrator.
- 1.6.3. Occasionally work may be required which is outside the routine scope of work, such as clearing snow and/or ice from campus rooftops, and removing it to an approved disposal site, or removing accumulated snow on campus sites not routinely scheduled. All additional requirements shall be performed in accordance with AKOSH regulations.
- 1.6.4. In case of severe weather, UA may order additional equipment in excess of the minimums specified. Additional equipment, if available, shall be furnished at the hourly rate specified on the Quote Form.
- 1.7. Equipment Requirements:
  - 1.7.1. The Contractor shall furnish all necessary equipment required to complete snow removal services. As a minimum, the Contractor shall have available (own or lease) one Front End Loader with a minimum 4-Yard Bucket with an appropriate push blade and one grader, or similar equipment, used to scarify buildup, i.e., scarifier bit/blade attachment for loader. Equipment will need to include operator, supply fuel, lubricants and repair parts.
  - 1.7.2. The Contract Administrator shall approve the use of all equipment. The Contract Administrator may reject the use of any equipment which does not meet the minimum requirements, is not in good mechanical working order, or is not in compliance with the prevailing motor vehicle regulations.
  - 1.7.3. PWSC will not provide a permanent storage area for equipment not in operation. Contractor's equipment must be removed from Campus upon completion of ordered work.
  - 1.7.4. All equipment used must be of good mechanical condition in order to meet the requirements needed to produce quality work. The Contractor, at his own expense, shall keep his equipment in good repair. The Contractor will not receive compensation for time equipment is down, including stuck equipment. Repairs, other than minor repairs, are to be performed off Campus.
  - 1.7.5. Equipment refueling, lubrication, or maintenance may not be performed at the College. Emergency equipment fueling, lubrication, or maintenance may take place at designated areas only. All fuel, lubricant, or waste materials that are generated from the Contractor's activities must be properly disposed of in accordance with applicable Federal, State, and Local regulations.
  - 1.7.6. All significant spills or accidental releases of regulated or listed hazardous materials must be reported to the Contract Administrator immediately. The Contractor is responsible for all necessary remediation and disposal efforts. UAA Environmental Health and Safety Department (EHS) has the option to call its own independent remediation Contractor, if deemed necessary. All associated costs with EHS remediation efforts, as a result of the Contractor's operations, will be offset from the Contractor's invoices.
  - 1.7.7. No UA owned equipment or supplies are being provided for Contractor's use. In no case will UA provide tools or assistance to the Contractor for the purpose of servicing equipment or facilitating Contractor operations.
  - 1.7.8. UA will not be liable or responsible, in any way, for any Contractor equipment, personal property, or personnel that may be used in the performance of this contract.
- 1.8. UA Responsibilities:
  - 1.8.1. PWSC will perform sidewalk plowing and application of sand and gravel to road surfaces and parking areas.
  - 1.8.2. PWSC reserves the right to perform snow removal with its own workforce or subcontractors, as deemed necessary, to ensure public access and safety to/for the Campus and at all times.

## 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 two (2) additional one-year periods. If all option years are exercised, the contract shall expire October 31, 2027.

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- 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 in writing, 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 remodeling purposes. UA will make every effort to give maximum advance notice of such suspension. Fifteen (15) days notice shall be considered adequate to suspend services without UA incurring any costs. In the event that fewer than 15 days notice is given, the Contractor may invoice for normal services.

### **3. LIABILITY FOR COLLEGE OWNED PROPERTY AND CONTRACTOR EQUIPMENT**

- 3.1. Contractor shall be responsible for all damages Contractor or any persons working for or on its behalf may cause to UA property or equipment. Care shall be exercised so vehicles or equipment do not damage UA lawns or grounds. Any damage caused by the Contractor shall be repaired by PWSC at the sole expense of the Contractor.
- 3.2. PWSC 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.
- 3.3. Any damage caused by the Contractor's work beyond the pre-existing condition shall be corrected, repaired, or replaced by the Contractor at no cost to the University. On Contractor's failure to do so, UA may repair such damage and Contractor shall reimburse the University promptly for all costs of said repair or the amount of said damage may be deducted from any sums owing the Contractor.
- 3.4. At its discretion, UA 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.

### **4. CONTRACT ADMINISTRATOR**

- 4.1. 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.
- 4.2. UA's Contract Administrator will be the PWSC Facilities Manager, or designee(s).
- 4.3. The Contractor shall meet with the Contract Administrator or his/her designee upon request. The purpose of these meetings shall be to review the Contractor's performance and monitor services performed. Prior to commencement of services, the Contractor shall meet with the Contract Administrator to discuss the schedule of services, building access, and any other issues pertaining to the contract.
- 4.4. 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.

### **5. CONTRACT MANAGER**

- 5.1. 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.
- 5.2. 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.
- 5.3. 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.

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- 5.4. 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.

## **6. LABOR**

- 6.1. 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.
- 6.2. 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.
- 6.3. 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.
- 6.4. 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.
- 6.5. 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.

## **7. EMPLOYEE CONDUCT**

- 7.1. 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.
- 7.2. 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.
- 7.3. 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.
- 7.4. 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.
- 7.5. UA is a No-Smoking establishment. Smoking is prohibited on all UA premises.
- 7.6. UA is a "Drug-Free Workplace."
- 7.6.1. The Contractor's management and employees shall not use controlled substances not prescribed for them, nor illegal substances.
- 7.6.2. 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.
- 7.7. 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.

## **8. THEFT REIMBURSEMENT**

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- 8.1. Contractor is responsible for selecting and supervising its employees sufficiently to prevent any theft from UA premises by Contractor's employees. Contractor shall reimburse UA for all losses and associated expenses arising because of theft of property at UA under any one or more of the following circumstances:
  - 8.1.1. UA establishes by a preponderance of the evidence that an employee of the Contractor took property without permission; or,
  - 8.1.2. UA establishes by a preponderance of the evidence that:
    - 8.1.2.1. Property was taken by someone without permission, and;
    - 8.1.2.2. An employee of the Contractor has taken or assisted in taking property of UA without permission under circumstances that are sufficiently similar to cast reasonable suspicion on that employee as to taking the property referenced in subparagraph 8.1.2.1. above, and;
    - 8.1.2.3. 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.
  - 8.1.3. UA proves by a preponderance of the evidence that some employee of the Contractor took property of UA without permission, even though UA cannot identify which employee was involved.

## **9. EMPLOYEE TRAINING AND IDENTIFICATION**

- 9.1. 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.
- 9.2. 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.
- 9.3. 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.

## **10. CONTRACTOR'S ACCESS**

- 10.1. Contractor and its employees shall have the right to use only those UA 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 UA. 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.
- 10.2. 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. UA 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 UA's security and safety rules and regulations.

## **11. QUALITY CONTROL**

- 11.1. The Contractor shall conduct quality control inspections to ensure that all requirements defined herein shall be performed at least as a minimum. UA will conduct inspections, as deemed necessary, to determine strict compliance with the specifications. Non-inspection by UA does not relieve the Contractor from its compliance obligation.

## **12. LEGAL COMPLIANCE**

- 12.1. 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.

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- 12.2. 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.
- 12.3. 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.
- 12.4. 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.
- 12.5. In accordance with A.S. 18.60, the Contractor shall acquire, file and maintain up-to-date records pertaining to Material Safety Sheets for substances and products used by the Contractor on UA premises. The Contractor shall assume full responsibility for conformance with the law in regard to Contractor's employees.

### **13. NON-PERFORMANCE OF SERVICES**

- 13.1. 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.
- 13.2. 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.
- 13.3. Correction of Non-Performance of Services:
  - 13.3.1. Should work be deemed substandard, failing to meet stated specifications, the 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.
  - 13.3.2. 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 is made aware of a deficiency by the Contract Administrator, as soon as possible, the Contract Manager shall re-deploy employees 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.

### **14. PAYMENTS**

- 14.1. 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.
- 14.2. 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.
- 14.3. 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.
- 14.4. 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.

### **15. PRICE ADJUSTMENTS**

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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:

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

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

**16. INSURANCE**

16.1. 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 sub-Contractors 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

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out of any auto (including owned, hired, and non-owned autos). Each policy required of the Contractor and subcontractors by this Agreement shall be endorsed to name the University as an additional insured, and shall be endorsed with a waiver of subrogation in favor of the University.

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

**11. ACCESS TO FACILITIES AND INSPECTION BY CONTRACTING AGENCY**

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

**12. AUDIT, EXAMINATION AND RETENTION OF RECORDS**

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

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

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

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

**13. CONFIDENTIALITY OF INFORMATION**

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

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

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

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

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

**14. OWNERSHIP OF WORK PRODUCTS**

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

**15. SUBCONTRACTORS, SUCCESSORS, AND ASSIGNS**

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

(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.

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**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 costs arising from the use of such design, device, or materials in any way 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

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federal and state laws, rules, regulations, and Executive Orders. The University is required to follow Board of Regents' Policy and University Regulation regarding harassment and discrimination reporting and investigation, regardless of where the alleged conduct occurs; Contractor agrees to cooperate with any related processes, including interim measures and investigation. Contact information, applicable laws, and complaint procedures are included on the University of Alaska's statement of nondiscrimination available at [www.alaska.edu/titleIXcompliance/nondiscrimination](http://www.alaska.edu/titleIXcompliance/nondiscrimination).

**25. PROTECTION OF MINORS**

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

(b) For contracts which include direct contact with minors Contractor shall purchase an insurance rider, endorsement, or secondary policy that names the University as an additional insured and covers and protects the University from claims and losses for the abuse defined in A. above and provide the University with a copy of that rider prior to the commencement of work under this contract. The Campus Risk Manager will have the authority to waive this requirement with written approval from the Chief Risk Officer and the UA General Counsel's Office.

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

- (1) Be trained and certified in the identification, prevention and reporting of the sexual abuse of minors;
- (2) Undergo a local, state, and nationwide criminal background check and national sex offender registry check as defined in this policy and, if requested, provide a copy of the background check to UA;
- (3) Be prohibited from working under this contract involving minors if they:
  - i. have been convicted of a crime of violence, neglect, reckless endangerment, or abuse against a minor or vulnerable adult;
  - ii. are a registered sex offender;
  - iii. have been convicted of possession of child pornography.

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

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

(5) Meet 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 therefore 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.)

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

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

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

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

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

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

**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 timesheets, 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

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Officer may authorize in writing) after receipt of notice from the Procurement Officer specifying such failure.

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

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

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

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

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

**34. DEFINITIONS**

(a) CHANGE ORDER - A written order signed by the Procurement Officer, directing the Contractor to make changes that the Changes 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**

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 Estimated Annual Total. All payments issued under contract will be made using the offered and accepted unit prices. 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.

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

ITEM	DESCRIPTION	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	Snow Removal & Additional Requirements: Main Campus	100	HR	\$ _____	\$ _____
2	Snow Removal & Additional Requirements: Student Housing	100	HR	\$ _____	\$ _____
Estimated Annual Total (Combined Extended Price of Items 1-2):					\$ _____

**EQUIPMENT:** Indicate quantity, year, make and model (the Contractor shall have available a minimum of one loader with a minimum four-yard bucket, one loader with an appropriate push blade and one road/motor grader):

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

Preparer's Name: \_\_\_\_\_

Preparer's Email: \_\_\_\_\_

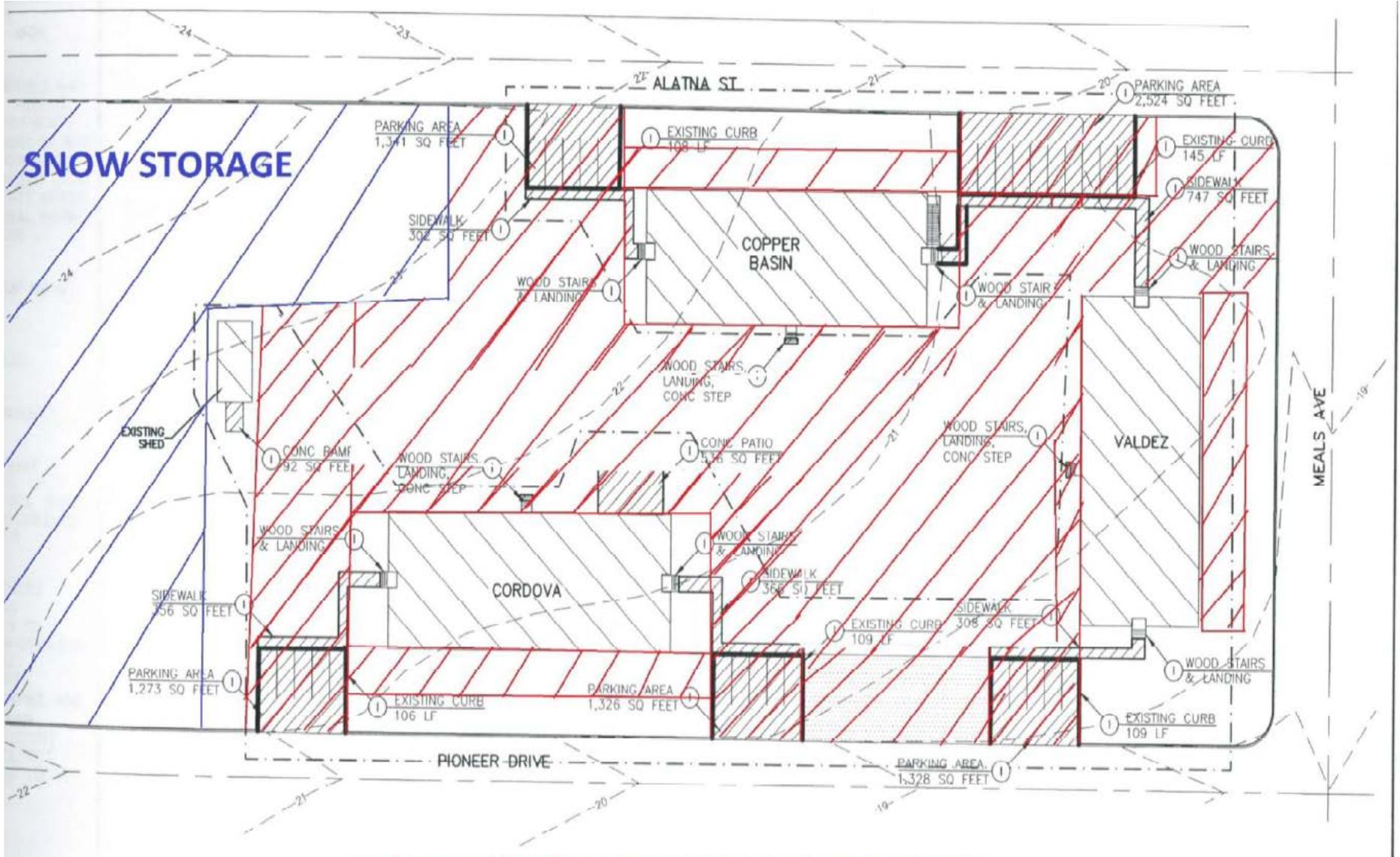
**If your intention is not to quote on this request, please return Page 1 of this RFQ stating "No Quote" in order to be considered for future solicitations.**

**QUOTES MUST BE RECEIVED IN A TIMELY MANNER**  
**DEADLINES ARE INDICATED ON THE COVER PAGE**  
**EMAIL YOUR QUOTE TO:**

[ecpenn@alaska.edu](mailto:ecpenn@alaska.edu)



**ATTACHMENT B**  
**PWSC STUDENT HOUSING, 105 PIONEER DRIVE, VALDEZ**



**SNOW REMOVAL IN RED HASH MARKS**