



UNIVERSITY of ALASKA ANCHORAGE

Procurement Services Department
3890 University Lake Dr, ULB, Suite 106
Anchorage, AK 99508, Tel: (907) 786-6500

AMENDMENT TO REQUEST FOR PROPOSAL P14-010 – University of Alaska E-Portfolio

Request for Proposal No.: P14-010
Procurement Officer: Michael Williams
RFP Issue Date: June 20, 2014
Amendment Issue Date: July 1, 2014

Amendment No.: (1) One

The Request for Proposal P14-010 **University of Alaska E-Portfolio** is hereby amended with the following changes/clarifications:

1. The Request for Proposal – P14-010 – Rev-1 included with and attached to this Amendment (1) hereby replaces in its entirety the Request for Proposal – P14-010 issued on June 20, 2014.

- Please note changes to the following:
 - Due to an error posted in the original RFP concerning the Mandatory Pre-Proposal Conference Call –In Number, a new date, time, location, and call-in number has been established for the Mandatory Pre-Proposal Conference.
 - Revised Section K. Price/Cost Schedule

ACKNOWLEDGMENT; Amendment #1, RFP (P14-010), University of Alaska E-Portfolio. This Amendment must be signed and returned with your proposal or otherwise acknowledged prior to the closing date and time listed above. If you have already submitted a proposal and need to make corrections, please submit a corrected proposal prior to the closing. The closing date is Thursday, April 17, 2014, at 4:00 PM local Alaska time.

Offeror Name (Printed)

Title

Signature

Date

UNIVERSITY OF ALASKA ANCHORAGE
REQUEST FOR PROPOSAL (RFP) No. P14-010, Rev. 1

University of Alaska E-Portfolio

MAIL/DELIVER PROPOSALS TO (Monday-Friday, 8am-5pm):

*University of Alaska Anchorage
Procurement Services
3890 University Lake Dr., Suite 106
Anchorage, AK 99508*

PROPOSALS MUST BE RECEIVED NO LATER THAN:

August 1, 2014 at 4:00pm Alaska Time
Faxed or email proposals will not be accepted.
Proposals are not subject to public opening.

CONTACT FOR RFP INQUIRIES:

Name: Michael Williams
Title: Contracting Officer
University of Alaska Anchorage
Procurement Services
3890 University Lake Dr., Suite 106
Anchorage, AK 99508

E-mail: kmwilliams11@uaa.alaska.edu
Phone: 907-786-6483
Fax: 907-786-6519

SITE VISIT OF FACILITIES / NOT APPLICABLE TO THIS SOLICITATION

MANDATORY PRE-PROPOSAL CONFERENCE:

Tuesday, July 8, 2014 at 10:30 a.m. Alaska Time

Note: Attendance in-person is not required; offerors may attend through a conference call. The conference call in number is (800) 893-8850, PIN #: 2924362

HELD AT:

**UAA / Consortium Library
3211 Providence Dr.
Anchorage, AK 99508, Rm 215**

This RFP is available for downloading at: The State of Alaska Online Public Notice Website. Hard printed copies are available at UAA Procurement Services Office, University Lake Building, Room 106, 3890 University Lake Drive, Anchorage, AK, at a nominal price to cover reproduction costs.

Issue Date: June 20, 2014

B TABLE OF CONTENTS

COVER PAGE 1

B TABLE OF CONTENTS 2

C. UA INSTRUCTIONS TO OFFERORS 3

D. ADDITIONAL INSTRUCTIONS TO OFFERORS 11

E. CHECKLIST OF REQUIRED SUBMITTALS 16

G. PROPOSAL EVALUATION AND AWARD 19

H. PROPOSAL CONTENT REQUIREMENTS 21

I. NON-PERSONAL SERVICES CONTRACT GENERAL PROVISIONS 35

J. ADDITIONAL CONTRACT PROVISIONS 455

K. PRICE/COST SCHEDULE 48

L. PROPOSAL TRANSMITTAL & COMPLIANCE FORM 51

M. REPRESENTATIONS, CERTIFICATIONS, AND STATEMENTS OF OFFERORS 52

N. RESPONSE AND EVALUATION RUBRICS 58

C. UA INSTRUCTIONS TO OFFERORS

C. UA INSTRUCTIONS TO OFFERORS

1. GENERAL REQUIREMENTS:

Offerors should read this solicitation carefully and review all instructions contained herein. Incomplete or incorrect proposals may be rejected as not conforming to the essential requirements of the Request for Proposals (RFP). Any deviations in a proposal from RFP requirements must be fully disclosed in detail on the PROPOSAL TRANSMITTAL & COMPLIANCE FORM of the RFP which must be submitted with the proposal. Proposals submitted on other than the prescribed forms contained in this RFP will be rejected. Offerors may copy the forms contained in the RFP for use in their proposals, but substitute forms or formats are unacceptable.

2. SEALED PROPOSALS:

(a) The Offeror must mail or otherwise deliver one (1) original and Five (5) signed copies of their proposal (including all items indicated in the CHECKLIST OF REQUIRED SUBMITTALS for this Request for Proposals) and one (1) original of the Price/Cost Schedule in a separate envelope to the University of Alaska proposal depository office designated herein for receipt of proposals, to be considered responsive to this RFP.

(b) Late proposals will not be considered and will be returned to the proposer unopened. A proposal is late if it is not delivered to the University of Alaska proposal depository office at or before the time specified herein as the deadline for receipt of proposals.

(c) Proposals shall be submitted in a sealed envelope or package bearing the Offeror's name and address, with the RFP number and project title clearly marked on the outside. Unless otherwise specified elsewhere in the solicitation, proposals will not be accepted via transmittal by fax, email or electronic communication equipment.

(d) Proposal submittals must show full firm name and address of the Offeror. The Offeror's firm name should appear on each page of the proposal.

(e) All material submitted as part of a proposal will become the property of the University for use at its discretion.

(f) Authorized signatures are required. Proposals must be signed by an individual authorized to bind the Offeror to its provisions. The person signing the proposal must show title and/or evidence of authority to bind the firm in contract.

(g) Photographs may be included with the proposal as appropriate or as desired by the Offeror. There is no guarantee that photographs will be returned to Offeror.

(h) The PROPOSAL TRANSMITTAL AND COMPLIANCE FORM from this Request for Proposals shall be submitted as the cover sheet of each proposal.

3. PRE-PROPOSAL CONFERENCE:

See Section D. Additional Instructions to Offeror's (#2), and the cover page of this RFP.

C. UA INSTRUCTIONS TO OFFERORS

4. PERIOD FOR ACCEPTANCE OF PROPOSALS:

The proposal shall remain valid for at least one hundred and eighty days (180) after the closing date for receipt of proposals except as otherwise specified elsewhere in this solicitation.

5. MODIFICATION OR WITHDRAWAL OF PROPOSALS:

Modifications to or withdrawal of proposals maybe allowed only if received prior to the deadline for receipt of proposals. No changes to, or withdrawals of proposals will be permitted after the time for receipt of proposals specified in the solicitation.

6. QUESTIONS AND EXPLANATIONS REGARDING THE RFP OR PROPOSALS:

(a) Any prospective Offeror desiring an explanation or interpretation of the solicitation, specifications, provisions, etc. must request it in writing soon enough to allow a reply to reach all prospective Offerors before the submission of their proposals.

(b) Written questions must be submitted to the University of Alaska via the email or mailing address shown on the face of this RFP. All inquiries must include the RFP number.

(c) Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective Offeror concerning a solicitation will be furnished promptly to all other prospective Offerors, as an amendment of the solicitation, if that information is necessary in submitting proposals or if the lack of it would be prejudicial to any other prospective Offerors.

7. ERRORS AND AMBIGUITIES:

(a) Offerors must read the RFP thoroughly. Any ambiguity, conflict, discrepancy, omission or other errors in this RFP should be reported in writing to the University of Alaska email or mailing address for inquiries shown on the face of the RFP prior to the Pre-proposal Conference, and in any case must be reported prior to the proposal submittal deadline. Any changes or corrections to the RFP will be made only by written amendment issued by the University.

(b) Clarifications shall be by written notice sent to all known recipients of the RFP. To the extent practicable, the University shall give such notice to all interested parties, but shall not be responsible to those parties for receipt of this information. It is the Offeror's responsibility to ascertain prior to submittal that he/she is in receipt of any or all amendments to the solicitation. If an Offeror fails to notify the University prior to the submittal deadline of an error in the RFP or the Offeror's proposal, such proposal shall be submitted at the Offeror's own risk, and if a contract is awarded as a result of such proposal, the Offeror shall not be entitled to additional compensation by reason of the error or its later correction.

8. ANTICOMPETITIVE PRACTICES:

Offerors certify by submittal of their proposal that prices submitted have been independently arrived at and without collusion. Penalties for participation in anticompetitive practices include, but are not limited to, rejection of the proposal, suspension, debarment, civil and/or criminal prosecution.

9. SUBCONTRACTING:

C. UA INSTRUCTIONS TO OFFERORS

If subcontracting is not prohibited by the solicitation, an apparent successful Offeror shall submit a list of the subcontractors it proposes to use in the performance of the contract within five (5) working days after receipt of a request from the University. The list must include the name and location of the place of business and a description of the portion of the contract to be subcontracted applicable to each subcontractor. Use of subcontractors in the performance of the contract is subject to University consent, and the University requires that subcontractors meet its criteria for responsible prospective contractors specified in these INSTRUCTIONS TO OFFERORS. The University may require replacement of any subcontractor which it determines not to be a responsible subcontractor.

10. SOLICITATION AND RESPONSIVENESS OF OFFERS:

(a) The solicitation requirements have been established to obtain full and accurate representation of Offeror responsiveness and responsibility which will enable the University to evaluate proposals and award contracts for providing the services requested. The University of Alaska in its sole discretion will determine responsiveness and final evaluation results for this RFP as provided herein.

(b) All responses to this RFP shall be subject to verification by the University. Any proposal which contains material or information which cannot be verified or otherwise confirmed for purposes of determining responsiveness to the solicitation may result in rejection of the proposal.

11. SELECTION FOR AWARD OR REJECTION OF PROPOSALS:

(a) Selection for award and execution of contracts will be accomplished in accordance with Alaska Statutes Title 36 and the University of Alaska procurement regulations, policies, procedures, and the terms and conditions of this solicitation.

(b) The Contracting Agency will award a contract resulting from this solicitation to the responsible Offeror whose proposal conforming to the solicitation will be most advantageous to the Contracting Agency, cost or price and other factors, specified elsewhere in this solicitation considered.

(c) The Contracting Agency may (1) reject any or all proposals if such action is in the University's interest; (2) accept other than the lowest proposal and (3) waive informalities and minor irregularities in proposals received.

(d) The Contracting Agency may award a contract on the basis of initial proposals received without discussions. Therefore, each initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint.

(e) Discussions or negotiations may be conducted with all Offerors in the competitive range. If "Best and Final" offers are requested, they will be evaluated against the same criteria as were the initial proposals.

(f) This solicitation does not obligate the University to pay any cost incurred in the preparation or submission of such proposals, or to contract for service.

(g) Any contract awarded as a result of this solicitation will incorporate the contents of this RFP and the successful Offeror's proposal. The successful Offeror(s) will be required to execute such a written contract and comply with its terms.

12. RESPONSIBLE PROSPECTIVE CONTRACTORS:

C. UA INSTRUCTIONS TO OFFERORS

(a) Alaska Statute 36.30 and Federal Regulations (OMB Circular A-110, Attachment 0) prescribe that University contracts shall be awarded only to prospective contractors who are determined to be responsible. After determination of an apparent successful Offeror, the University may make inquiries or require additional information from a prospective contractor relating to a determination of responsibility.

(b) Failure of an Offeror to promptly supply information in connection with a University inquiry with respect to responsibility may result in a determination of non-responsibility with respect to the Offeror.

(c) In order to determine responsibility of a prospective contractor, the University of Alaska may require Offerors to supply additional information or documentation, may perform on-site pre-award surveys, and inspect equipment or facilities.

(d) To be determined responsible, a prospective contractor must:

- (1) Have adequate financial resources to perform the contract or the ability to obtain them;
- (2) Be able to comply with the contract performance schedule taking into consideration all existing other business commitments;
- (3) have a satisfactory performance record;
- (4) have a satisfactory record of integrity and business ethics;
- (5) Have the necessary organization, personnel, experience, accounting and operational controls, and technical skills, or the ability to obtain them;
- (6) Have the necessary equipment and facilities or the ability to obtain them; and
- (7) Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

(e) A contract will NOT be awarded to any Offeror who is determined by the University to be a non-responsible prospective contractor.

13. CERTIFIED COST OR PRICING DATA:

A prospective contractor maybe required to certify (in accordance with the Truth in Negotiations Act (P.L. 87-653) as implemented by FAR 15.802) that any cost or pricing data submitted were accurate, complete and current as of the date of final agreement on price. The executed certification must be presented to the Procurement Officer after negotiations are concluded and before award can be made. Following is the text of the certification that shall be used if called for by the Procurement Officer.

CERTIFICATE OF CURRENT COST OR PRICING DATA

This is to certify that, to the best of my knowledge and belief the cost or pricing date (as defined in section 15.801 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.804-2) submitted, either actually or by specific identification in writing, to the Procurement Officer or to the Procurement Officer's representative in support of solicitation number _____ are accurate, complete, and current as of _____(date). This certification includes e cost or pricing data supporting any advance agreements and forward pricing rate agreements between the Offeror and the Contracting Agency that are part of the proposal.”

14. PUBLIC INFORMATION:

C. UA INSTRUCTIONS TO OFFERORS

All submitted proposals and proposal information will be considered confidential until notice of intent to award is issued. After the notice of intent to award is issued, proposals will become public information. Information marked proprietary in the header/footer or as a water mark supplied by an Offeror in response to an inquiry by the University relating to responsibility, will not be disclosed or available to the public. Proprietary information of the type not subject to public review includes Offeror submittals of: financial statements, tax records, personnel/personal information, etc.

15. NOTICE OF INTENT TO AWARD:

Unless the contract is excepted from this requirement by AS 36.30, at least ten (10) days prior to formal award of a contract, a Notice of Intent to Award will be issued listing the name and address of the successful Offeror(s).

16. PROTEST:

(a) An interested party may protest an award under this Request for Proposals to the Procurement Officer not later than ten (10) days after issuance of the Notice of Intent to Award. The Procurement Officer will issue a written decision within fourteen (14) days after date of filing of the protest.

(b) A protest must be filed in writing and must include the following information.

- (1) The name, address and telephone number of the protester.
- (2) The signature of the protester, or the protester's representative.
- (3) Identification of the contracting agency and the solicitation at issue.
- (4) A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents.
- (5) The form of relief requested.

(c) An appeal from a decision of the Procurement Officer may be filed with the Chief Procurement Officer not later than ten (10) days after a protest decision is received by the protester.

17. AUTHORITY:

The University procurement official whose name appears on the cover sheet of this solicitation has authority to act as agent for the University of Alaska. Offerors are cautioned that instructions or interpretations contrary to the provisions of this solicitation, which are received from employees not specifically designated herein to act in this matter, are not valid or binding on the University.

18. NO BID/PROPOSAL RESPONSE:

If no proposal is to be submitted, the face page of this solicitation should be returned to the issuing office marked "NO RESPONSE". Failure to submit a proposal or respond may cause for removal of your firm from the mailing list on future solicitations for similar products or services.

19. DISCOUNTS FOR PROMPT PAYMENT:

(a) Discounts for prompt payment will not be considered in evaluating offers for award. However, offered discounts will be taken on payments if earned.

(b) Cash discount period on any invoice received shall commence on the date shipment is received or date services are accepted by the University, or date of invoice whichever is later. In the event of adjustment or damage to a shipment

C. UA INSTRUCTIONS TO OFFERORS

subject to a cash discount, the date of receipt of shipment by the University shall be the date the shipment is finally accepted.

20. DESCRIPTIVE LITERATURE:

Descriptive literature must be submitted in duplicate with the proposal when an "equal" item is offered under a purchase description calling for a Brand Name "or equal". Failure to provide descriptive literature when requested on the CHECKLIST OF REQUIRED SUBMITTALS may render the proposal nonresponsive. Descriptive literature means information that is submitted as part of a proposal which sufficiently details the offer to determine its responsiveness to the solicitation specifications for evaluation purposes.

21. BRAND NAME OR EQUAL SPECIFICATIONS:

(a) Unless specifically stated otherwise, the use of a brand name "or equal" purchase description is intended to describe the standard of quality, performance and characteristics desired, and is not intended to exclude substantially equivalent products.

(b) An item shall be considered to be substantially equivalent, or "equal" to a specified product, when in the opinion of the procurement officer, the offered "or equal" fulfills the salient characteristics set forth in the purchase description, and the University can reasonably anticipate sufficiently similar quality, capacity, durability, performance, utility and productivity as provided by the specified "or equal" product.

22. TESTING AND SAMPLES:

(a) The University reserves the right to request a demonstration or test of any or all products offered in response to a brand name "or equal" purchase description. If Offeror fails to respond within a reasonable time to a request by the procurement officer for demonstration/testing, that offer may be rejected as nonresponsive to the solicitation.

(b) Samples of products, 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 contract award.

Unsolicited samples are submitted at the Offeror's risk and will not be examined or tested, and will not in any way cause variance from of the solicitation provisions.

23. ALASKA BUSINESS LICENSE:

The Offeror must have a valid Alaska business license at the time the contract is awarded. Acceptable evidence that the Offeror possesses a valid Alaska business license may include the following;

(a) Copy of the Alaska business license.

(b) Provision of the Alaska business license number.

24. ALASKA BIDDER PREFERENCE:

C. UA INSTRUCTIONS TO OFFERORS

(a) In accordance with AS 36.30.170 a procurement officer shall award a contract based on solicited offers to the lowest, responsive and responsible Offeror after an Alaska bidder's preference of five (5) percent has been applied.

(b) An Alaskan bidder is one who (1) holds a current Alaska business license, (2) submits a bid or proposal for goods, services, or construction under the name appearing on the person's current Alaska business license, (3) has maintained a place of business within the state staffed by the bidder or Offeror or an employee of the bidder or Offeror for a period of six months immediately preceding the date of the bid or proposal (4) is incorporated or qualified to do business under the laws of the state, is a sole proprietor, and the proprietor is a resident of the state, is a limited liability company organized under AS 10.50 and all members are residents of the state, or is a partnership under former AS 32.05, AS 32.06 or AS32.11 and all partners are residents of the state; and (5) if a joint venture, is composed entirely of ventures that qualify under (1) - (4) above.

25. ALASKA VETERANS PREFERENCE:

For the purposes of evaluating offers, the bid price of an Offeror who qualifies as an Alaska veteran under AS 36.30.321 (f) shall be reduced by five percent. Note: The Alaska Veteran Preference may not exceed \$5,000.

26. EMPLOYMENT PREFERENCE ENTITLEMENT:

(a) In accordance with AS 36.30.321 preference may be applied to an offer submitted by an Alaskan bidder for qualified programs as follows:

Employment Program or Disability Preferences:

15% Alaska Employment Program (AS 36.30.321 (b))

10% Alaska Bidder Sole Proprietorship owned by an Individual with a Disability (AS 36.30.321(d))

Preferences may be claimed only if the bidder/Offeror is, at the time the bid or offer is opened, on the current list of qualified employment programs maintained by the State of Alaska, Department of Education, and Division of Vocational Rehabilitation.

Note: A preference under this section is in addition to any other preference for which the bidder/Offeror qualifies. However, a bidder/Offeror shall not receive more than one of the employment or disability preferences.

(b) The bidder/Offeror acknowledges and agrees that if a proposed procurement under this solicitation is supported by a federal funding, AS 36.30 bidder and product preferences are not applicable and shall not be considered in evaluation of bids/offers.

27. ALASKAN PRODUCT PREFERENCE:

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

(b) Materials and supplies with value added in the state are: (1) more than 25 percent and less than 50 percent produced or manufactured in the state are Class I products and will be given a three percent (3%) preference. (2) More than 50

C. UA INSTRUCTIONS TO OFFERORS

percent and less than 75 percent produced or manufactured in the state are Class II products which will be given a five percent (5%) preference. (3) More than 75 percent produced or manufactured in the state are Class III products and will be given a seven percent (7%) preference.

(c) Offerors claiming this preference shall so indicate clearly in their proposal and indicate class of preference claimed (I, II, or III). Failure to so indicate will result in no preference being granted.

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

28. APPLICATION OF PREFERENCES:

For an offer to which more than one statutory preference applies, i.e., the Alaska preference, the employment program preference, the Alaska product preference, or recycled product preference, etc., the procurement officer shall add the preference percentages together and reduce the offered price by the sum of the percentages for evaluation purposes.

D. ADDITIONAL INSTRUCTIONS TO OFFERORS

1. SITE INSPECTION:

Not applicable to this solicitation.

2. PRE-PROPOSAL CONFERENCE:

A mandatory pre-proposal conference, to discuss the requirements, the terms and conditions of this solicitation, and to provide clarification of items to potential Offerors will begin on Tuesday July 8, 2014 at 10:30am Alaska Time at the University of Alaska Anchorage, Consortium Library, located at 3211 Providence Dr.; Anchorage, AK 99508, Room 215.

Attendance in-person is not required; Offerors may attend through a conference call. The conference call in number is **(800) 893-8850**, when prompted please type the following **Participant PIN #: 2924362**. There will be only one pre-proposal conference. Failure to attend the pre-proposal conference will render an Offeror's proposal non-responsive and remove the offer from further consideration.

No statements of any representative of UAA shall be relied upon as changing the language or intent of the proposal. No change to any terms, conditions or specifications of this solicitation shall be issued at the pre-proposal conference. Any changes to the solicitation shall be issued by written amendment by UAA Procurement Services. It is the responsibility of the Offeror to determine, prior to the closing date that they are in possession of any and all amendments.

3. LETTER OF INTENT TO BOND:

Not applicable to this solicitation

4. SCHEDULE OF POST NOTICE OF INTENT TO AWARD SUBMITTALS:

All submittals shall be delivered to the UAA Procurement Department, Attn: Michael Williams. The following documents are required:

- A. Five (5) days after "Notice of Intent to Award":
- B. Certificate(s) of Insurance;
- C. Name of the Contract Manager/Project Manager;
- D. State of Alaska Business License.

5. MULTIPLE OR ALTERNATE OFFERS:

Unless specifically allowed, multiple or alternate offers shall be deemed nonresponsive and shall be rejected.

6. PRICING ERRORS:

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

7. CANCELLATION OF SOLICITATION:

UAA may (1) reject any or all proposals if such action is in UAA's interest; (2) accept other than the lowest proposal and (3) waive informalities and minor irregularities in proposals received.

D. ADDITIONAL INSTRUCTIONS TO OFFERORS

8. OFFEROR IMPOSED TERMS AND CONDITIONS:

Offeror imposed terms and conditions which conflict with the terms, conditions or any provision contained in this proposal shall be considered "counter offers" and as such, may cause UAA to consider the offer as non-responsive. However, if an Offeror attaches alternate/additional terms and conditions to their offer, such attachments may be considered by the University for possible negotiation. Any proposed changes to the University of Alaska Terms and Conditions as stated in this RFP must be mutually agreed upon by both parties prior to any contractual agreement being executed.

9. WEBSITE LINKS:

Links to various web sites will be used throughout the document. If any links are broken please contact UAA Contracting Officer identified in this RFP for guidance.

10. JOINT VENTURES:

For the purpose of this RFP, the use of Joint Ventures are not allowed.

11. ESTIMATED RFP TIMEFRAMES:

Announcement of RFP	June 20, 2014
Mandatory Pre-Proposal Conference	July 1, 2014
Final day to submit questions	July 21, 2014
Proposals due	August 1, 2014
Initial proposal review period	August – September 2014
Oral presentations by invitation	October 2014
Contract execution	October 2014

12. RFP SUBMITTAL REQUIREMENTS

(Must be met to be determined administratively responsive):

Five references must be provided. It is STRONGLY recommended that references be provided that meet the following criteria (note one reference may fall into multiple categories)

- University
- Two-Year College
- Student Affairs Reference

D. ADDITIONAL INSTRUCTIONS TO OFFERORS

- Academic Affairs Reference
- Multi-Year Customer
- Customer with over 750 user accounts

References should be submitted using the following format:

Customer Name: _____

Contact Person: _____

Phone & Email: _____

Description of Services: _____

Any proposal submittal must be based on an Offeror hosted, SaaS solution.

All items listed in Section E.

13. IDENTIFYING PRIORITIZATION LEVELS FOR REQUIREMENTS:

As a service to the Offeror community and to assist the University in understanding critical functionality requirements, the Project Advisory Council (see Project Structure section) has identified three levels of criticality associated with each functional requirement:

** - These services are deemed "mission critical." Offerors are STRONGLY urged to carefully review and address these requirements, prior to submitting a proposal.

* - These are services are deemed "very important." Potential offerors are urged to pay close attention to these requirements in developing their responses.

Requirements not identified with a "**" or a "*" should be viewed as "important" since they were identified and prioritized in the evaluation criteria, to be included in this RFP, and should be properly addressed in your proposal submission.

14. ORAL PRESENTATION:

It is expected that offerors determined to be within the competitive range will be asked to make at least one oral presentation. These presentations may be done remotely however offerors should consider coming to the campus to make these presentations in person. While the details of the presentation(s) have yet to be finalized, offerors should assume at least a 90 minute presentation time slot that must include demonstrations of their tools and services. Offerors should plan to demonstrate all aspects of their proposed tools/services aligned to the functional areas identified in this RFP.

D. ADDITIONAL INSTRUCTIONS TO OFFERORS

15. POST-SELECTION DEBRIEF OPPORTUNITY:

The University recognizes the fact that its selection process is robust and will represent a significant time and resource commitment by offerors who choose to respond to the RFP. Offerors, upon request, may be given an opportunity to meet with UAA staff to explore options/suggestions that might have improved their proposals. This may be of value given the interest by members of the higher education community in University efforts.

16. PROPOSAL STRUCTURE

Instructions: Detailed and thoughtful responses are critical. Responders are encouraged to provide screen captures that document their assertions. Offerors are encouraged to “check and double check” their responses to requirements, evaluation criteria, and services that are identified within this RFP. Offerors are instructed to submit their proposals with the following structure:

- Signed cover letter
- RFP Required Submittal Documents
- Short Introduction to the overall project approach and vision for collaboration (include Organizational information)
- Response to Section H. Proposal Content Requirements, (Technical Proposal)
- Response to Section K. Cost Proposal, (Cost/Price Proposal)
- Rubric responses (Section N.)
- References as described in the RFP
- Any additional information/resources such as:
 - Links to sample sites
 - Student/learner
 - Program/institution
 - Links to a sample e-portfolio account that includes:
 - Multiple views/sites for a single e-portfolio account
 - Sites that showcase your tools functionality
 - Sample copies of training materials

17. FINANCIAL STATEMENTS

No financial statements are required to be submitted with your proposals. However, prior to award the University may request financial statements, credit reports, and letters from banks and/or suppliers from any company determined to be within the competitive range.

18. DEFINITIONS

Artifact: Is the term used to designate the basic building block of an e-portfolio. An artifact might be a paragraph, or a document, or image or a combination of items. For example, an artifact from a speech I gave might be a copy of the speech PLUS a video of the presentation PLUS an audience evaluation PLUS a reflection on the presentation. Hence, an artifact might be either simple or complex (a “metadata” model).

D. ADDITIONAL INSTRUCTIONS TO OFFERORS

E-portfolio site or view: Refers to an organized collection of artifacts this is displayed for a particular purpose.

WYSIWYG: "What You See is What You Get"

UAA: University of Alaska Anchorage – member of the University of Alaska system

RFP: Request for Proposal

FAQ: Frequently Asked Questions

API: Application Programming Interface

BYOD: Bring your own device

Offeror, proposer, and responder: Generic terms used the organization that is responding to this RFP.

Tools or services: Generic terms used to indicate the proposed product or solution that is being put forward by a offeror.

SSL: Secure Sockets Layer

TSL: Transport Layer Security

LDAPS: Lightweight Directory Access Protocol Services

RSS: Really Simple Syndication

SaaS: Software as a Service

E. CHECKLIST OF REQUIRED SUBMITTALS

E. CHECKLIST OF REQUIRED SUBMITTALS

Offerors are advised that, notwithstanding any instructions or inferences elsewhere in this Request for Proposal, the instructions provided and the documents shown on this sheet **MUST** be submitted with and made part of their proposal. Other documents may be required after the submittal deadline, but prior to award. Offerors are advised that failure to follow these instructions or submit the documents shown on this sheet and return the forms in the condition indicated **MAY RENDER THE PROPOSAL NON-RESPONSIVE** and eliminate it from further consideration,

NOTE: Only those instructions or items marked with an (X) are applicable to this procurement.

X	The Proposal Transmittal and Compliance Form is to serve as the cover sheet for the Offeror's proposal submittal. One original of the Proposal Transmittal and Compliance Form must be signed and properly filled out. A copy of this form shall be provided with the required number of proposal copies.
X	One (1) original and Five (5) copies of the technical proposal (includes all evaluation criteria Section H.) submitted in a sealed envelope/package with the Offeror's name and address, the RFP number and project title clearly marked on the outside. One (1) original of the Cost/Price proposal submitted in a separate envelope with the Offeror's name and address, the RFP number and project title and identification as the Cost/Price proposal.
X	All amendments that require acknowledgment shall be acknowledged in the space provided on the Proposal Transmittal and Compliance Form or by manually signing (original signature) the Amendment Sheet and submitting with the proposal prior to or on the submittal deadline.
X	For Alaska Bidder Preference: A copy of the Offeror's current Alaska Business License must be included in the proposal or the current license number provided in the space provided on the Proposal Transmittal and Compliance Form. Reference Instructions to Offerors, Items 23-24.
X	The completed, and signed, Representations, Certifications, and Statement of Offerors form provided in Section M of this RFP must be included with the original copy of the proposal.
X	A letter of intent included in the original proposal indicating how the Offeror shall meet insurance and/or licensing requirements of this RFP.
X	Completed Section N. Response and Evaluation Rubrics
X	References

F. SCOPE OF WORK

F. SCOPE OF WORK

The University of Alaska is a public corporation established by the State Constitution as the single statewide public university system. It is governed by an eleven member Board of Regents, appointed by the Governor of the State of Alaska. The direct administration of the University of Alaska is vested in the President of the University, who is appointed by the Board of Regents. It represents a statewide system of higher education that consists of three regional universities, including eleven lower division college centers, and various extensions and research sites.

University of Alaska Anchorage is the largest and most comprehensive of three main campuses. UAA is dedicated to fulfilling its mission by serving the people of Alaska through instruction, research, and public service. UAA serves approximately 20,000 students, has 1,500 faculty and staff members and offers a wide variety of associate, undergraduate and vocational education programs.

Information about UAA, its history, colleges, students, etc. can be found at:

<http://www.uaa.alaska.edu/aboutuaa/index.cfm>

In addition, Institution Research produces a number of useful reports that identify student, staff, and faculty numbers, demographics, and other related information. Reports are available at:

<http://www.uaa.alaska.edu/ir/index.cfm>

The scope of this RFP includes all institutions within the UAA - MAU (Major Administrative Unit): Anchorage, Kenai, Mat-Su, Prince William Sound (PWS), and Kodiak. For purposes of developing cost and project estimates, offerors should assume the following distribution of faculty, professional staff, and students (numbers are rounded):

	Anchorage	Kenai	Mat-Su	Kodiak	PWS	Total (est)
Students	13,700	2,500	1,700	800	500	17,200
Faculty	1,050	150	116	50	50	1,400
Staff	450	30	10	10	10	510

Note that the majority of the students attend part time (59%) versus full time (41%).

1. Overall RFP Program Goal

Procure, deploy, and maintain an electronic portfolio (e-portfolio) infrastructure for the University of Alaska Anchorage (UAA) in order to support institutional goals aligned with:

Academic

Professional/Career

Personal development.

The University intends to establish a portfolio culture within UAA and promote/support that culture with its education and community partners.

F. SCOPE OF WORK

To assist in helping to frame the work of establishing and evolving an UAA e-portfolio culture, the University has used the text *Documenting Learning with ePortfolios: A Guide for College Instructors* (Jossey-Bass, 2012). The text will be referenced throughout this RFP as a way to provide a more robust understanding and documentation of intended University e-portfolio goals and outcomes.

For example: Highlighting a critical UAA e-portfolio program assumption is the following statement:

“Because one of the signature aspects of ePortfolios is the ability of the learner to document what it is they know, understand, or are able to do, and the development of those skills and abilities, the ePortfolio tool should emphasize a *learner-centered* [emphases added] view of education (as opposed to a course, faculty, or institution focus) (Light, Chen, Iltelson, 2012, p. 126).”

The University has engaged internally in numerous conversations around the topic of “e-portfolios” over the years. Some of these conversations were captured on a project web site, this can be accessed at:

<http://eport.uaa.alaska.edu/>.

Note that any information on this site is strictly for informational purposes only and is not part of this RFP (note that the site is no longer updated and represents conversations as of May 2012).

2. Functional Requirements and Assumptions:

In developing responses to the identified functional requirements, proposers should be guided by the following statement:

With [insert offerors name/tool] a [insert area of focus – see below] can accomplish the following in support of their academic, professional, and/or personal goal.

The functional requirements will scaffold in the following manner: students/learners take courses from/work with faculty/staff who teach/work in a particular program/office which is part of the institution (university).

In developing functional specifications for institutional and program portfolios it is assumed that student/learner functionality will be available to be re-purposed. For example:

In developing a program e-portfolio to support CAEP accreditation, staff will be able to upload files, edit text, control page layout, etc. These are all specifications that are identified in the “Student/learner functionality” evaluation section.

Student/learner may use the same portfolio (or collection of sub-portfolios) during their entire degree path through multiple courses or projects beyond courses, to document their development. It is a reasonable use case that a UAA student may start their UAA e-portfolio while in high school, use their e-portfolio during their UAA tenure, and continue to use their e-portfolio as a UAA alumnus.

G. PROPOSAL EVALUATION AND AWARD

G. PROPOSAL EVALUATION AND AWARD

1. BASIS OF AWARD

Award shall be made to the responsive, responsible Offeror whose proposal received the highest total points in accordance with the Alaska Statutes Title AS.36.30, and the University of Alaska procurement regulations, policies, procedures, and the terms and conditions of this solicitation.

In accordance with the scoring methodology of the RFP process, an award may be made to other than the lowest price offered. Likewise, the proposal with the top technical rating may not necessarily receive the award. Proposals that are unrealistic in terms of program commitments, or reflect an inherent lack of comprehension of the complexity and risks of the proposed contractual requirements may be rejected.

2. PROPOSAL CONTENT

The Offeror's proposal shall consist of a technical proposal and cost/price proposal which satisfy requirements of the RFP. The Offeror shall decide the level of detail necessary to adequately describe the goods/services included in their proposal. However, the University discourages overly lengthy proposals.

See Section H., Proposal Content Requirements, for a detailed description of required information to be provided in a response to this RFP to form the technical proposal portion.

See Section K., Cost/Price Schedule, for a detailed description of the required information to be provided in a response to this RFP to form the cost/price proposal portion.

3. EVALUATION PROCESS

Initially, all proposals shall be reviewed by the UAA Procurement Services Department to determine if they are administratively responsive to the RFP.

Those proposals that are administratively responsive shall be distributed to the evaluation committee. First, the committee shall determine if the proposal meets all of the minimum requirements, if applicable. This is a pass/fail evaluation. Second, those proposals that pass the minimum requirements evaluation shall then be evaluated based on the evaluation criteria described below.

After the evaluation is complete, the University may elect to request oral and/or written discussions with those Offerors determined to be in the competitive range. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers.

However, UAA may award a contract on the basis of initial proposals received without discussions. Therefore, each initial proposal should contain the Offeror's best terms from a technical standpoint and price.

4. EVALUATION CRITERIA

Each of the identified criterion has an assigned weight (whole numbers between 1 and 100) that is used to establish their relative importance in the evaluation process.

The criterion for this RFP is as noted below:

G. PROPOSAL EVALUATION AND AWARD

Criterion	Weight
Tier 1 Overall project approach University and Offeror Relationship Proposed Timeframes and Project Structure	15%
Tier 2 Institutional Functionality Program/Office Functionality	25%
Tier 3 Faculty/Staff Functionality Student/Learner Functionality Technical/Administrative Functionality Functionality/Support Requirements	50%
Cost Proposal	10%

5. SCORING METHOD:

The evaluation committee consisting of UAA representatives will independently review each proposal determined to be administratively responsive and responsible. Each evaluator independently enters a scaled rating (e.g. 1-10) for each evaluation criterion. The scaled rating is multiplied by the weight to produce a weighted score for each criterion. The weighted scores of all criteria are summed to provide a total weighted score for each offer.

Price: The maximum score for the Price/Cost Proposal included in this RFP, as provided by the Offerors, shall be awarded to the firm offering the lowest total cost or price. Appropriate proportional scores shall be assigned to the other Offerors using the following formula:

$$\frac{\text{Lowest proposal cost/price} \times \text{maximum points available}}{\text{Higher proposal cost/price}} = \text{Cost/Price Score}$$

6. BEST AND FINAL OFFERS

If required, the University Procurement Officer shall notify all Offerors within the competitive range, in writing, of the request for a Best and Final Offer. The notice shall include all questions, changes, or modifications to be addressed and establish a due date and time for submission. If an Offeror does not submit a Best and Final Offer or a notice of withdrawal, their immediate previous offer will be considered to be their Best and Final Offer.

H. PROPOSAL CONTENT REQUIREMENTS

H. PROPOSAL CONTENT REQUIREMENTS

1. PROPOSAL TRANSMITTAL AND COMPLIANCE FORM:

The Offerors shall include a fully completed and signed Proposal Transmittal and Compliance Form as the cover sheet to the RFP. The Proposal Transmittal and Compliance Form is located in Section L. of this RFP. Failure to include this form fully completed and including an original signature may cause the proposal to be declared non-responsive and eliminated from further consideration.

2. TECHNICAL / EVALUATION CRITERIA:

Offerors shall indicate, describe, and explain how they meet the evaluation criteria listed in the following (3) three Tiers. This will make up the technical portion of the proposal

Tier 1 – 15%

Overall Project Approach

In establishing and defining the UAA e-portfolio project, project staff sought to bring together all aspects of the University community – both academic and student affairs. In addition, the effort will need to be positioned to address the various requirements associated with a large multi-college, multi-campus university. In essence, a comprehensive e-portfolio infrastructure for UAA.

In selecting a e-portfolio service provider it is important for the University to understand how the provider: (1) understands the size and complexity of the proposal work effort and is able to effectively communicate their approach to navigating the work and (2) understands their role as a “partner” in successfully moving the project forward. It is expected that offerors will approach this procurement process as an opportunity to put forward their “showcase portfolio” that justifies and exhibits why they are the partner for the University in this endeavor.

University and Offeror Relationship

The University is launching this E-portfolio Program for the “long haul.” This effort is intended to become part of the UAA “brand” for both current students and students of the foreseeable future. This is not an academic affairs initiative or a student affairs effort rather it is a UAA effort. Hence, the University is looking to establish a long-term “partnership” with the selected Offeror. Critical aspects of a successful partnership for this work includes:

- * Strong communication methodologies.

Alignment/complementary organizational goals.

- * Active engagement within the broader national e-portfolio, advising and assessment communities.

- * Sharing/promoting best or promising practices among their user community.

Identifying ways to expand partnering efforts through grants.

- * Developing an active user community.

- * Shared commitment to the success of the work effort.

Given the potential for a long-term Offeror relationship, the University is also requesting that offerors provide the following:

- * Any strategic plans/documents that identify where the Offeror sees themselves in five (5) years.

List of current business-to-business partnerships.

H. PROPOSAL CONTENT REQUIREMENTS

Proposed Timeframes and Project Structure

These timeframes are subject to potential modifications based on factors beyond control of the project. Based on the proposed timeframes, offerors shall propose a project schedule based on their prior practices associated with successful large scale deployments.

Project timeframes – Phase 1

Identifying Phase 1 pilots	Oct – Nov (2014)
Training faculty/staff	Nov – Dec
Phase 1 pilots launch	Jan (2015)
Phase 1 work	Jan – May
Phase 1 evaluation/debrief	May (2015)

Project timeframes – Phase 1.5

Identifying Phase 1.5 participants	April – May (2015)
Training faculty/staff	May
Phase 1.5 work	May – August

Project timeframes – Phase 2.0 (University rollout)

The term “rollout” here is used to identify when the e-portfolio services will be universally available within the University. Use by individual faculty and departments will be an internal conversation within that department (e.g. Environmental Studies may require all students to sign-up and maintain an e-portfolio in Fall 2015 while Civil Engineering may start their efforts in Fall 2016)

Training session for faculty/staff	August – Sept (2015)
Formal program launch	Sept (2015)

Project Structure

Leadership of the UAA e-portfolio program is housed in the Academic Innovations & eLearning unit (see <http://www.uaa.alaska.edu/academicinnovations/>).

An Advisory Council has been established comprised of academic affairs, student affairs, students, and other key personnel. Based on their prior experiences, offerors should propose a project structure both for the initial phases (identified in this RFP) and for future program operations.

Tier 2 – 25%

Institutional Functionality

Definition: The term “institution” designates the University of Alaska Anchorage. The University is comprised of multiple colleges and offices, hundreds of faculty and staff, and thousands of students/learners. It has a mission to not only serve its student body but the local and regional

H. PROPOSAL CONTENT REQUIREMENTS

Anchorage community and ultimately the State of Alaska as part of the University of Alaska system (www.alaska.edu).

Context: There are a number of UAA perspectives in thinking about uses of an e-portfolio as an institutional resource. Many of these areas are derivations of functionality specifications previously defined in the RFP. For example, a faculty (or learner) e-portfolio created for purposes of a “multi-media CV” might be identical functionally to an e-portfolio created for the tenure process. Hence the specification areas defined below are requesting what e-portfolio tools/services/templates/processes they have in place to support UAA in these efforts.

* Alumni services: It is critical that UAA students have option(s) available to continue to use their e-portfolio upon graduation. Offerors will need to identify:

Options available both to the University and to individual students.

Options for interactions between UAA alumni services and alumni UAA e-portfolio users.

Options for support

** Promotion and tenure: The University may decide to use the e-portfolio set of tools and services in support of their promotion and tenure process. Mechanics of the current process can be found at:

<https://www.uaa.alaska.edu/facultyservices/tenure/index.cfm>

Offerors shall identify and describe tools, services, templates, examples based on your work efforts with higher education that could be useful for UAA consideration/use.

** Accreditation – Institutional: UAA is accredited by the Northwest Commission on Colleges and Universities (NWCCU <http://www.nwccu.org/>). The use of e-portfolio tools and services within the institutional accreditation process is not new (see <https://net.educause.edu/ir/library/pdf/ELI3002.pdf> Educause study). Information concerning UAA’s accreditation work can be found at: <http://www.uaa.alaska.edu/accreditation/>.

Offerors shall identify and describe any of their previous work efforts, templates, tools, and services that may be of interest or value in UAA accreditation efforts. Identified efforts should not be limited to only NWCCU institutions but include work with any of the national or regional accreditation organizations:

(https://www2.ed.gov/admins/finaid/accred/accreditation_pg6.html).

** Branding: Identifying tools and services that permit the UAA e-portfolio program to reflect the UAA brand. This includes:

Deploying custom site designs that include: logos, colors, and fonts.

Customized login pages.

** Community engagement: UAA may decide to extend their e-portfolio program to other members of the regional Anchorage education and workforce community. Offerors shall envision various options for how this could occur. UAA’s e-portfolio program services could be extended to the following:

Anchorage School District (see <https://www.asdk12.org/>).

Community workforce organizations.

Human resource services: Identify any existing tools, services, or experiences that might support the use of your tool within the context of hiring, performance reviews, professional development, etc.

** Institution research: The University, like other higher education institutions, has an Office of Institutional Research (IR – see <http://www.uaa.alaska.edu/ir/index.cfm>). In addition, the University maintains an Office of Institutional Effectiveness (see <http://www.uaa.alaska.edu/institutionaleffectiveness/index.cfm>). As the UAA e-portfolio program

H. PROPOSAL CONTENT REQUIREMENTS

matures it is assumed that both of these offices may have an interest in summary level e-portfolio data. Offerors should identify any practices and/or similar efforts they have engaged in with other higher education institutions that might be of interest to these offices. What type of reports/inquiries were of most value.

Program/Office Functionality

Definition: The term “program” or “office” is used to designate an entity within the University organization that has or will have significant direct interactions with student/learner e-portfolios. Hence, a program for purposes of this RFP might be a College (e.g. College of Education or College of Arts and Sciences), a program/major (e.g. civil engineering, English, languages, etc.) or an office (career services, advising, orientation, etc.). Programs and offices will have multiple staff/faculty members along with multiple students/learners.

Functional requirements:

General:

* Identify statistical reporting tools and services.

** Ability to generate statistical samples.

* Tools to access archived data.

* Access to library of templates, worksheets, etc. that are aligned to various national assessment models (e.g. AAC&U LEAP, ISTE standards, Partnership for 21st Century Skills, etc.).

** Accreditation – Program: There are numerous programs within the University that have and maintain programmatic accreditation. The list of these programs can be found at:

<http://www.uaa.alaska.edu/accreditation/upload/Program-Accreditation-Status-8-13-13.pdf>

Frequently e-portfolios have served two (2) purposes with respect to the program accreditation process: (1) documenting student learning (assuming that e-portfolios have been incorporated into the academic program) and (2) developing a program e-portfolio to aid in the process. Offerors should identify any and all experiences, tools, services, they have relating to their proposed set of services.

University offices engaged in portfolio activities: A number of University offices and/or programs are actively engaged in portfolio-based discussions/activities. Offerors should identify experiences, tools, and/or services that relate to these areas.

Career Services Office: Helping students manage the transition from “student” to “employee” or “worker” is a critical function at the University.

<http://www.uaa.alaska.edu/careerservices/>

The UAA e-portfolio program has the potential to provide their students a competitive advantage in the hiring and interviewing process. In Documenting Learning with ePortfolios: A Guide for College Instructors pages 89-94 provides a context for this area. Offerors are asked to identify the following:

* Tools, services, templates, etc. that are targeted for job transitions and/or internships.

Experience working with career and workforce organizations.

Interactions with national, state, or local job listing sites (e.g. Department of Labor’s Career One Stop, Monster, Alaska’s Job Bank, College Central Network, etc.).

Center for Advancing Faculty Excellence (CAFÉ): The Center has had a historical interest in promoting teaching portfolios. Background on this work can be found at:

<http://www.uaa.alaska.edu/cafe/portfolios/index.cfm>

H. PROPOSAL CONTENT REQUIREMENTS

Offerors should identify any experiences they have in this area.

Office of the Register: May explore the possibility of developing an enhanced electronic transcript that would link to and/or reference a student's e-portfolio. In Documenting Learning with ePortfolios: A Guide for College Instructors pages 91-92 provides a context for this area. Offerors should identify any experiences they have in this area.

Tier 3 – 50%

Faculty/Staff Functionality

Definition: The term “faculty” or “staff” is a generic term used to represent an individual that is working with a student/learner for an academic or professional purpose. Examples would include: leading a course that the student is enrolled in, an academic adviser working the student as they plan their program, a career counselor working with a student on job placement activities, etc. Students/learners will often have many staff/faculty relationships they will need to manage during their university tenure. Likewise faculty and staff will need to manage multiple students and their interactions over the course of an academic year(s).

Context: At UAA faculty-student and/or staff-learner interactions will be highly varied. In Chapter 3 of Documenting Learning with ePortfolios: A Guide for College Instructors the authors document numerous examples of e-portfolio interactions with students, staff and faculty.

Assumptions: Faculty/staff may work with their students on creating and curating any and all of the major e-portfolio “types” - assessment, developmental, and capstone (showcase).

In some situations a student/learner may submit materials (artifacts, pages, sites, etc) to be evaluated by one or more evaluators depending on particular assignment.

A faculty/staff member may serve in the role of evaluation “administrator” working with multiple evaluators to review and score submitted portfolios.

Robust sets of assessments tools and services are critical to the use of an e-portfolio within academic settings.

An evaluation process may involve both informal and/or formal submission of materials. Formally submission of materials may include an “e-signature” as part of the process (The term “e-signature” or electronic signature is defined in Alaska Statute 09.80 Uniform Electronic Transactions Act).

Specifications

Course organization/operations

Create and manage a course roster.

Create cohorts of students within a class/course.

** Create and deploy customizable templates reflecting course assignments.

* Send individual and group/cohort notifications.

** Ability for instructors and facilitators to scaffold the process of writing reflections with prompts or custom forms.

Search group member accounts by various criteria (using Boolean logic structured searches).

Assessment/evaluation

** View work in progress.

**Support for peer assessment.

Inform the design process of customized content forms (ex: aligned to learning outcomes).

H. PROPOSAL CONTENT REQUIREMENTS

** Create and apply learning outcomes and/or instructional goals to student/learner work.

Create and apply custom grading rubrics to student/learner work.

Evaluation results returned to the owner can reference either the evaluator's name or be anonymous to the owner.

** Supports summative and formative assessments.

** Tools to document desired learning outcomes and standards.

** Students/learners can formally or informally submit assignments for assessment.

* Faculty and administrators have the option to create, store, and share rubrics.

Faculty are able to provide feedback, coaching, and assessment on student work from various viewpoints (instructor view, public view, etc.).

* Supports course-level grading.

Workflow/management of the evaluation process

* Dashboard-type services provide faculty/staff a view of who has or hasn't submitted materials.

* A student/learners submitted work may be captured as a "snapshot" for the evaluator so the owner (student/learner) can continue to work on their e-portfolio content during evaluation without impacting the evaluator's work. (Also referenced in the "Documentation" section).

* Multiple faculty/staff can comment on and/or assess the same submission.

* Submissions can be automatically or manually routed to content evaluators. The same submission can be routed to more than one evaluator. Evaluations will occur both sequential (i.e. first evaluator completes their evaluation then passes on to the next evaluator) and/or simultaneously (i.e. multiple evaluators accessing and scoring the e-portfolio simultaneously).

Manage and review permissions-based submissions from students.

** The submission is captured as a snapshot for the evaluator so the owner can continue to work on their portfolio content during evaluation without impacting the evaluator's work.

Evaluation results can be automatically returned to the owner once completed by the evaluator, or the results can be held until released by the evaluator or an evaluation administrator.

Track progress by learning cohort or graduating class; reports (customizable).

** Display a list of pending evaluations and completed evaluations.

* Each evaluation questionnaire may be uniquely configured. Settings include evaluator account permissions, anonymity controls, release of completed evaluation results, and assignment of evaluators to specific students or submissions.

Documentation

* Maintain a time-stamped versions of submitted work.

* Evaluation data can be exported as a CSV file for further analysis.

** Ability to extract examples that show individual students' progress over time (e.g., by learning outcome, proficiency level, status, etc.).

* Submitted sites, pages, artifacts can be archived and maintained even if the account is deleted.

H. PROPOSAL CONTENT REQUIREMENTS

* When a student submits content for evaluation, a read-only digital copy of the content is provided to the student and to the evaluator(s), along with an electronic timestamp of when the submission occurred.

** Retain snapshots of content submissions (ex: for use in program review or accreditation review).

** Create showcases of the students work.

Student/Learner Functionality

Definition: The term “student” or “learner” is a generic term used to indicate a wide variety of students served by or part of the UAA community. UAA students are a highly diverse population that includes: traditional learners, part-time students, non-traditional (older), graduate, first generation, transfer students, K-12 students, exchange, etc. In addition, a staff or faculty member may take on the role of a student/learner as they pursue professional or personal goals (e.g. a faculty member developing and maintaining their e-portfolio in support of pursuing research grant opportunities or in support of promotion and tenure processes).

Hence, the potential number of stakeholder groups that could interact a student’s e-portfolio is large. Figure 2.1 in Documenting Learning with ePortfolios provides a much greater analysis.

Assumptions

The ability to create and maintain simple to complex artifacts within the portfolio is critical. Artifacts can and will include one to many items, files, reflections, etc. Of equal importance are robust abilities to organize and display an individual’s artifacts; these abilities distinguish and evolve an e-portfolio from simply being a basic “digital backpack.”

Specifications

Artifact creation and curation

** Upload various formats of audio, video, image files. Minimally this includes the following formats: mp3, mp4, mov, wmv, jpg, tif, and png. Identify all file formats supported.

** Upload various formats of files/documents. Minimally this includes the following formats: doc, pdf, ppt, xls, and pages. Identify all file formats supported.

Upload various database files (e.g. accdb). Identify all file formats supported.

Upload various specialty data files (e.g. files associated with GIS tools, CAD/CAM, etc). Identify all file formats supported.

* Ability to add metadata to individual artifacts.

** Support for rich text format - RTF.

* WYSIWYG formatting and editing tools.

** Artifacts can be renamed or duplicated.

* Accept content copied and pasted from Microsoft Word.

** Include URL hyperlinks (external or in-site from/to text, content, public files or pages) – links should be opened by single click.

Insert related content to associate existing assets with new artifacts

Allow users to edit the source HTML.

** Provide fine control over page layout (for example, the ability to wrap text around images or videos, the ability to organize content in columns, etc.).

H. PROPOSAL CONTENT REQUIREMENTS

Format content in Table layout (using the Formatting Toolbar or HTML script).

- ** Support for non-English text and characters along with special characters and symbols.
- ** Embed HTML content or specific coding within content text fields.

Ability to identify copyright based Creative Commons licenses (see <http://us.creativecommons.org/>).

Artifact creation and curation - external tools/services ("web mash up")

- ** Embed content (embed codes) from major Web 2.0 tools/services (e.g. YouTube, Facebook, Prezi, iTunes, LinkedIn, Twitter, etc.).

- * Integrate Google Drive and Microsoft Skydrive files.

- * Allows users to create and maintain a blog or incorporate an external blog into a portfolio.

Integrate with the pending institutional repository that will be developed using DSpace (<http://www.dspace.org/>); the repository will be used for curation of significant works associated with students and faculty.

Add RSS Feed subscription at the page level.

Incorporate digital badges (see "Standards" section).

Tagging services

- * Ability to group and organize artifacts via tagging, folders, collections.

- * Define & apply user-defined content tags (keywords).

Reflection

- ** Add reflection at the content item level (owner-controlled publication: public, private).

- ** Individual reflections be shared and discussed with or commented on by other users.

- * Promote reflective practice.

Content management

- ** Search feature(s) for locating artifacts in the collection (by tags and full text).

- ** Create content collections (by category, such as events, or through user-defined selection criteria).

Manage content repository.

Site structure/navigation- "look and feel"

- ** Create an unlimited number of sites/views.

Create an unlimited number of new pages within each site/view.

- * Each page may contain one or many artifacts.

- ** Students/learners can create and keep multiple versions of sites.

- * Customizable navigation.

- * Students can create multiple views based on who is looking at their portfolio (instructors, institution administrators, other students, employers, etc.).

Ability to control the look and feel of a presentation by selecting from a collection of professionally-

H. PROPOSAL CONTENT REQUIREMENTS

designed visual themes or skins.

- * Control image properties (defaults, such as size, can be easily reset).

- * Control content placement layout.

Configure content display properties.

- * Select overall appearance template from a gallery (color, patterns & navigation applied at site level).

Present images as collections (viewable in a gallery-like presentation).

- ** Manage page visibility (hidden, enabled, disabled).

Sequence pages for navigation control.

- * Preview site pages as a visitor would see it within a browser (from owner's controls).

- * Manage site page tree.

Add text for site-level heading, slogan, and footer.

Storage

- * Identify default amount of storage space.

- * Storage space tools and services (including ways to obtain more space).

Activity/edit logging

- * Activity/audit log tools.

- * Ability to undo actions.

Messaging tools/services

Internal email or messaging services.

- * Notification of comments, feedback, completed assessments, etc.

Export/archiving/print services

- ** Export e-portfolios - HTML and PDF.

- * Permanent e-portfolio archive tools.

- * Printing abilities.

Engagement

- * Ability to request and receive feedback on an entire site or any part of it.

- ** Feedback may be received from: instructor, peers, invited viewers or the general public.

- * Ability to add comments to portfolios that have been shared.

Conversations can be created around any asset that is shared by one user with another. In this guise users simply comment and reply to anyone invited into the conversation. Conversations can also be created in the learning spaces we call 'workspaces'.

- * Support for threaded discussions.

- ** Comments/feedback may be set to private or public by the student.

Access control

H. PROPOSAL CONTENT REQUIREMENTS

- ** Manage and curate access permissions to various sites and pages.
- ** An e-portfolio view/site can be set to: public (URL is open), restricted (password protected - available by invitation to an individual or group), or private/disabled (available only to the e-portfolio owner).
- ** Ability for portfolio owner to control who can see, comment on, discuss, or collaborate on entire portfolio or individual items.
- * Share sites set to "public" by: URL or social media.
- * Students can work privately and hide their content from all parties including their instructor.
- * Invitational tools and services to invite viewers to access restricted sites and/or pages.

Technical Administrative Functionality

Definitions: Administrative user: Are users that have access to power sets of administrative controls. Controls typically would include: account deletion, account creation, access to account content, ability to send system-wide messages, etc.

Assumptions: The University maintains a highly diverse BYOD environment as is typical of most public higher education environments.

Technical specifications

** Browsers: The offeror is expected to support the use of "modern browsers" associated with desktop and mobile devices. Offerors must identify their browser support/development strategies. At the time of the RFP the list of "modern browsers" would include:

- Windows
- Internet Explorer v. 9-11
- Chrome v. 25+
- Firefox v. 21+
- Apple
- Safari v. 5-6
- Chrome v. 25+
- Firefox v. 21+
- Linux
- Chrome v. 19+
- Firefox v. 21+
- Mobile
- iOS v. 6+

H. PROPOSAL CONTENT REQUIREMENTS

- Android v. 3.0+

** Encryption

Use of encrypted web connections (SSL or TLS).

- * Firewall, cookie, pop-up settings

Recommended settings/requirements

- * Storage: Storage space is available. Options to extend storage services.

** Integration services (these are applications/services that are currently deployed at the University):

Active Directory (AD) - LDAPS; capable of using AD security groups

Blackboard Learn (www.blackboard.com) - integration services available for both on premise and in the cloud.

Google Apps for Education (<https://www.alaska.edu/google/>)

Microsoft Office 365

Campuslabs (<http://www.uaa.alaska.edu/studentaffairs/assessment/campuslabs.cfm>)

Offeror supported API tools/services: Identify what tools/services are available. Identify how API's could be used for reporting and analytics.

** Notification services

Planned: What is the typical schedule for planned outages? Ways to notify user.

Unplanned: Ways to notify administrators, users?

* Hosting environment

Identify and describe your application hosting environment(s). Data centers must meet a minimal level of Tier 2 hosting services with a minimal level of Tier 3 preferred (see http://en.wikipedia.org/wiki/Data_center for definitions).

Administrative tools/services

These are tools and services that focus on the administrative operations of the offeror's proposed solution.

- * Methods to monitor and administer accounts including: tracking inappropriate use, removing accounts, duplicate accounts, etc.

Ability to monitor basic status of application.

** Methods to assign/manage different roles for a particular user. For example, a faculty/staff could have three different roles: (1) faculty (working with their students), (2) learner (using the e-portfolio for promotion and tenure), and (3) evaluator (working with faculty to review submitted materials)

* Account creation options

Options to design and deploy custom UAA specific "getting started" pages/content. Options to deploy a EULA (end user license agreement) language that reflects UAA and Alaska policy and practices.

** Archiving options

Identify archiving options available. Possibility for partial archiving that would retain site/view snapshots that might need to be retained for legal or accreditation purposes. Mechanisms for managing and accessing

H. PROPOSAL CONTENT REQUIREMENTS

archived data.

** As part of any proposal submittal, the offeror shall identify their procedures, in the event of a contract termination, for transferring University associated data to either: (1) authorized University personnel or (2) the University's authorized agent (e.g. hosting service). These procedures shall minimally include:

Data Return Process: Timeframes formats, whether or not charges will be applied, etc.

Transition assistance: Services available, timing, costs, etc.

Data Deletion: Procedures for ensuring authorized deletion of University data.

Critical technical and education industry standards background

There are a number of appropriate education technology standards and emerging standards that will need to be addressed by responders. Offerors should identify their response and position to each of the parameters listed below:

Standards:

Standard	Reference	Notes
Badges	http://openbadges.org/	Ability to accept and display badges within the UAA e-portfolio program will be critical as badges gain greater acceptance in the education and workforce community.
IMS ePortfolio	http://www.imsglobal.org/ep/	Legacy standard associated with importing and exporting of e-portfolio data.
ISO/IEC 27001	http://www.iso.org/iso/iso27001	Standard associated with hosted data services.
PESC ePortfolio	http://www.pesc.org/interior.php?page_id=209	Emerging set of standards. Targeted to be a more robust set of definitions than earlier IMS specifications.
SIF	https://www.sifassociation.org/Pages/default.aspx	There is a future potential that the UAA e-portfolio work could be extended to the K-12 community.
Tin Can	http://tincanapi.com/	Emerging specification focusing on capturing learning experiences that could potentially be curated in the e-portfolio.
Unicode UTF-16	http://www.unicode.org/	Support for various languages and special characters.
WCAG 2.0	http://www.w3.org/WAI/intro/wcag	Specifications intended to make web content more accessible to people with disabilities.

H. PROPOSAL CONTENT REQUIREMENTS

Functionality Support Requirements

Efficient and effective support resources and strategies are critical. UAA has a divergent faculty, staff, and student population that will require a “24 by 7 by 365” set of tools and services.

Assumptions

Responders will have a set of support services/tools for students, staff, and faculty that are “bundled” with their proposed “solution.” It is important to identify those services based on the functional requirements below.

Definition of “24 by 7 by 365 support”: level of access to help services and tools not necessarily live support.

Additional support services/ options and their associated costs should also be identified.

Offeror provided tools/services

These are services/tools that are provided by the offeror directly to the target user.

Individual user (often will be the student)

* Identify “Getting started” tools and services.

* Self-paced tutorials, workshops, videos, chats, etc.

Hours for live support and type of support provided.

** Tools/services that identify any technical issues that may cause challenges (e.g. firewall issues, browser configuration issues, etc.). For example, UAA technology services deployed a “Browser Checker” to assist with Blackboard support (<https://www.uaa.alaska.edu/classes/browser-checker.cfm>).

* Knowledge base or FAQ bank. The knowledge base should identify issues/solutions that are associated with different platforms (e.g. tablets versus desktops/laptops).

Access to support for non- UAA students/learners (e.g. alumni, future students, etc.).

** Communication regarding system upgrades, outages, etc.

Discuss response time expectations for any issues/questions submitted.

Faculty/staff user

These are users associated with the “Faculty/staff functional requirements”. For example, this could be a faculty member in the civil engineering program introducing and assigning their students to complete a capstone e-portfolio. It is assumed that faculty/staff will have access to a different set of tools/services to support those functions identified in the “Faculty/Staff Requirements” section.

* Identify what “Getting started” tools and services are available. Note these are faculty focused services.

*Self-paced tutorials, workshops, videos, chats, etc.

Hours for live support and type of support provided.

**Tools/services that identify and technical issues that may cause challenges (firewall issues, browser configuration issues, etc.).

* Knowledge base or FAQ bank available. The knowledge base should identify issues/solutions that are associated with different platforms (e.g. tablets versus desktops/laptops).

H. PROPOSAL CONTENT REQUIREMENTS

** How does communication occur regarding system upgrades, outages, etc.

Response time expectations for any issues/questions submitted.

Administrative user

These are users that have administrative rights and responsibilities associated with the UAA e-portfolio program. Often times they are named-users given issues of data privacy, application support, network security, network operations, etc.

** Communication regarding system upgrades, outages, etc.

* Strategies/methods to access key Offeror staff/leadership on and off hours.

* Identify escalation procedures for issues/concerns.

Administrative training services

* University e-portfolio directory available.

UAA provided services

Presently UAA provides a variety of help desk services to students, staff, and faculty. Ideally these services will serve in a complementary fashion to those provided by the Offeror. Based on prior practices and/or best practices identify how UAA provided services can complement/support those that are Offeror-based.

UAA help desk staff can access UAA incidence logs.

** A set of administrative tools and services be provided to UAA help desk personnel for resolving common student/faculty issues.

** Training services are provided. When and how?

** Access to dedicate mechanisms to escalate technical issues (e.g. access Offeror technical staff and/or leadership).

3. Price/Cost Proposal (10%)

Offerors are to complete the cost or price proposal form provided in Section K. of this RFP. This will form the Cost/Price portion of the proposal.

Cost/price proposal shall not be included in any other part of the Offeror's proposal unless specifically requested

Prices proposed must include all travel expenses to include airfare, per diem, car rental, lodging, etc., as well as incidental expenses such as copy charges, phone charges, fax charges, internet use charges, etc.

I. NON-PERSONAL SERVICES CONTRACT GENERAL PROVISIONS

I. NON-PERSONAL SERVICES CONTRACT GENERAL PROVISIONS

INDEX

Utilization of Small Business, Minority-owned, Women-owned, and Economically Disadvantaged Small Business

1. Concerns and Labor Surplus Area Firms
2. Excusable Delays, Extension of Performance Period - Cost-Reimbursement Contract
3. Termination or Suspension of Work - Cost-Reimbursement Contract
4. Anti-Kickback Provisions and Covenant Against Contingent Fees
5. Contract Work Hours and Safety Standards Act
6. Clean Air and Water
7. Independent Contractor
8. Indemnification
9. Access to Facilities and Inspection by Contract Agency
10. Examination and Retention of Records
11. Audit
12. Dissemination of Information
13. Ownership of Work Produces
14. 14Subcontractors, Successors, and Assigns
15. Governing Laws
16. Patent Indemnity and Copyright Infringement
17. Officials Not to Benefit
18. Gratuities
19. Order of Precedence of Documents and Provisions
20. Assignment
21. Contract Administration
22. Taxes
23. Nondiscrimination and Equal Employment Opportunity
24. Permits and Responsibilities
25. Changes - Fixed Price Contract
26. 26 .Price Adjustment - Fixed Price Contract
27. Changes - Cost-Reimbursement Contract
28. Payments to the Contractor- Fixed Price Contract
29. Payments to the Contractor - Cost-Reimbursement Contract
30. Termination for Convenience - Fixed Price Contract
31. Termination for Default; Damages for Delay; Time Extensions -Fixed Price Contract
32. Definitions

I. NON-PERSONAL SERVICES CONTRACT GENERAL PROVISIONS

33. Alteration In General Provisions

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, woman-owned, minority-owned, and other economically disadvantaged small business enterprises; and labor surplus area firms. 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 type 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, reasonable 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 type 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 Code of Federal Regulations, Title 48, Code of Federal Regulations, Part 49.

(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.

I. NON-PERSONAL SERVICES CONTRACT GENERAL PROVISIONS

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

4. ANTI-KICKBACK PROVISIONS AND COVENANT AGAINST CONTINGENT FEES

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

(b) The Contractor warrants that it has not employed or retained any organization or person, other than a bona fide employee, to solicit or secure this contract and that it has not paid or agreed to pay any organization or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Contracting Agency has the right to annul this contract without liability or, in its discretion, to deduct from the 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 a 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 \$2500 or if for construction, the contract amount exceeds \$2,000.)

The Contractor and its subcontractors shall comply with federal labor standards provisions of the Contract Work Hours and Safety Standards Act - Overtime Compensation (40 U.S.C 327-333).

6. CLEAN AIR AND WATER

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

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

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

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

7. 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.

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 worker's 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 omission on the part of the Contractor's employees, while so engaged in any of the services to be rendered herein, shall be the sole obligation and responsibility of the Contractor.

I. NON-PERSONAL SERVICES CONTRACT GENERAL PROVISIONS

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.

8. INDEMNIFICATION

The Contractor in the performance of this contract 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, damages, emotional distress or death sustained by any person or property arising directly or indirectly as a result of any error, omissions or negligent or wrongful act of the Contractor. All actions or claims including costs and expenses resulting from injuries, damages, emotional distress, or death 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 University and the Contractor shall be apportioned on comparative fault basis; however, any such joint negligence on the part of the University must be a direct result of active involvement by the University.

All of the Contractor's activities will be at its own risk and Contractor is given notice of its responsibility for arrangements to guard against physical, financial, and other risks as appropriate.

9. 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 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.

10. EXAMINATION AND RETENTION OF RECORDS

The Contractor shall, at any time during normal business hours and as often as the Contracting Agency, the Comptroller General, 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 the date of final payment under this 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, the Comptroller General, or their agents 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. The Contractor shall include the substance of this provision in all subcontracts.

11. AUDIT

(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. The Contractor shall include the substance of this provision in all subcontracts.

(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 Office of Management and Budget (OMB) Circulars A-128 or A-133 (Audits), A-87 or A-21 or A-122 (Cost Principles), A-102 or A-110 (Uniform Administrative Requirements), and A-88 (Indirect Cost Rates, Audit, and Audit Follow-up). The Contractor shall comply with all applicable audit requirements of the OMB Circulars listed in this provision and the prime contract.

12. DISSEMINATION OF INFORMATION

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

(b) Alaska Statute 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 writing 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

I. NON-PERSONAL SERVICES CONTRACT GENERAL PROVISIONS

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.

13. OWNERSHIP OF WORK PRODUCTS

Work products and non-expendable property produced or purchased under this contract, are the property of the Contracting Agency, 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.

14. 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

15. GOVERNING LAWS

This contract is governed and construed by the laws of the State of Alaska, federal laws, local laws, and 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 affect those engaged or employed in the performance, or in any way affect the manner of performance, of this contract.

16. 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 cost 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 any way involved in the work.

17. OFFICIALS NOT TO BENEFIT

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. Contractor staff who fall under this article will be excluded from it, if it is determined by the Contracting Agency that they are essential to the work involved and that the benefits derived do not exceed that which is provided for in the contract for the work involved.

18. 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, employees or agent of the Contracting Agency, the State of Alaska, or any federal agency in an attempt to secure a contract 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 facts on which the Contracting Agency bases such findings may be reviewed in proceedings under the Disputes provision of this contract.

19. ORDER OF PRECEDENCE OF DOCUMENTS AND PROVISIONS

I. NON-PERSONAL SERVICES CONTRACT GENERAL 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.

20. ASSIGNMENT

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

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

21. CONTRACT ADMINISTRATION

(a) The Contract Administrator for this contract is responsible for the technical and administrative liaison with the Contractor and any other responsibilities set forth in the Scope of Work.

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

(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 Contracting Agency procurement authority. Contractor requested changes must be referred to the Contract Administrator.

22. TAXES

As a condition of performance of this contract, the Contractor shall pay all federal, state and local taxes incurred by the Contractor and shall require their payment by any subcontractor or any other persons in the performance of this contract.

23. NONDISCRIMINATION 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.

24. 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.

25. 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.

I. NON-PERSONAL SERVICES CONTRACT GENERAL PROVISIONS

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

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

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

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

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

26. 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;

(6) by the provision, plus appropriate profit or fee, all as reasonably and equitably computed by the Procurement Officer. Adjustments made pursuant to this subsection, absent agreement between the parties may be a dispute under the Disputes provision of this contract.

(b) The Contractor shall provide cost and pricing data for any price adjustments pursuant to the requirements of Alaska Statutes 36.30 and University of Alaska Procurement Regulations 23 AAC 05.

27. CHANGES - COST-REIMBURSEMENT CONTRACT

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

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

(1) Drawings, designs, or specifications.

(2) Method of shipment or packing.

(3) Place of inspection, delivery or acceptance

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

I. NON-PERSONAL SERVICES CONTRACT GENERAL PROVISIONS

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.

28. 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 which constitutes a 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 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

29. PAYMENTS TO THE CONTRACTOR - COST-REIMBURSEMENT CONTRACT

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

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

(b) Contractor's invoices shall be submitted when services are completed, or monthly for months during which services are performed, as applicable, in a summary format, which details costs incurred for each item identified in the project budget. Backup documentation including but not limited to invoices, receipts, and 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 OMB circular A-21 shall be used as criteria in the determination of allowable costs.

I. NON-PERSONAL SERVICES CONTRACT GENERAL PROVISIONS

(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.

30. 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.

31. TERMINATION FOR DEFAULT; DAMAGES FOR DELAY; TIME EXTENSIONS - FIXED PRICE CONTRACT

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

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

(1) If the Contractor fails to make delivery of the work products or to perform the services within the time specified herein or any extension thereof; or

(2) If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as the Procurement Officer may authorize in writing) after receipt of notice from the Procurement Officer specifying such failure.

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

(c) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or 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.

I. NON-PERSONAL SERVICES CONTRACT GENERAL PROVISIONS

(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 cost and the contract price may be adjusted as provided in the Termination for Convenience provision of this contract.

32. DEFINITIONS

(a) CHANGE - A revision in the scope, cost, complexity, character, or duration of the services or provisions of this contract.

(b) CONTRACT ADMINISTRATOR - The individual appointed to administer the contract for the Contracting Agency. The contract administrator and the principal investigator are not required to be, but may be the same person.

(c) MODIFICATION - A written change to this contract.

(d) NOTICE TO PROCEED - Written authorization from the Contracting Agency to the Contractor to provide all or specified services in accordance with an existing agreement.

(e) PRIMARY FUNDING SOURCE - An agency of a federal, State, political subdivision, or local government which furnishes funds for the Contractor's compensation under this contract and which may have established regulations and requirements binding upon the Contracting Agency and the Contractor.

(f) PRINCIPAL INVESTIGATOR - Contracting Agency's representative in charge of the project and the Contractor's primary point of contact with the Contracting Agency.

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

(h) SUBCONTRACTOR - An entity or person engaged to provide a portion of the services by subcontract with the Contractor which is a party to this contract.

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

33. 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 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.

(b) Issuance of a University of Alaska Purchase Order shall constitute notice of funding for the Contract in accordance with this provision.

April 1994 Version.

J. ADDITIONAL CONTRACT PROVISIONS

J. ADDITIONAL CONTRACT PROVISIONS

1. DEFINITIONS:

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

2. TERM OF CONTRACT:

An initial contract term will be awarded at contract execution through June 30, 2016 with options to renew for (3) three additional (1) one year periods. Renewals for the first (3) three additional years will be made at the sole option of UAA.

In addition, it is anticipated that (5) five additional (1) one year term contract renewals will be in the best interest of the University and Offeror. Therefore, the University reserves the right to extend this contract through mutual agreement by both parties for a total of (10) ten years.

3. BONDING REQUIREMENTS:

Not applicable to this solicitation

4. CHANGES TO CONTRACT:

4.1. UAA reserves the right, without invalidating the contract, to increase, decrease, delete, or modify the type or level of services during the term of any contract or any extension resulting from this solicitation. All changes outside the scope of the original Contract shall be ordered by means of a written Change Order/Modification to the Contract.

4.2. UAA reserves the right to add additional services as yet undefined, as may be successfully negotiated with the Contractor. Negotiated compensation shall be inclusive of all management, supervision, profit and overhead incurred by the Contractor, unless otherwise approved in advance by the Contract Administrator.

5. F.O.B. POINT:

All offers for goods and services shall be offered F.O.B. Destination: University of Alaska Anchorage, 3211 Providence Dr., Anchorage, Alaska 99508. Prices offered must include all costs associated with shipping, packing, and delivery to the F.O.B. point. No additional costs will be allowed.

6. CONTRACT PRICING:

Prices offered shall remain firm for the life of the contract.

7. SUBCONTRACTORS:

Subcontractors may be allowed at the University's sole discretion. The Contracting Agency must concur in the selection of all subcontractors for services to be engaged in performance of this contract.

8. INSURANCE: (This provision is applicable in absence of but not in lieu of or in addition to insurance provisions elsewhere specified in the contract.)

PROOF OF INSURANCE: The Contractor shall furnish the University with a Certificate of Insurance with required endorsements attached thereto showing the type, amount, effective dates, and dates of expiration of all policies. All endorsements shall reference the policy and this contract. The "University of Alaska" is to be identified on all certificates and endorsements as an "additional insured". The Contractor agrees, to the extent and in the manner required by the University contracting officer, to submit for the approval of the University, copies of the policy declaration page or any insurance policies maintained by the contractor specified in connection with the performance of this contract. The University of Alaska requires the contractor provide a renewal certificate at least 30 days prior to expiration of the policy.

J. ADDITIONAL CONTRACT PROVISIONS

NOTICE PERIOD FOR CHANGE, CANCELLATION OR NON-RENEWAL: Coverage shall not be suspended, voided, cancelled by either party, reduced in coverage, reduced in limits below minimum required limits, or non-renewed except after sixty days prior written notice, by certified mail, to the University.

LIMITS: All insurance limits are minimum. If the Contractor's policies contain higher limits, the University shall be entitled to coverage to the extent of such higher limits. Limits may be a combination of primary and excess (umbrella) policies. If, during any time that insurance is to remain in effect under this Contract, the minimum limits required by this contract are reduced by claims or for any other reason, it will be the responsibility of the Contractor, at its own expense, to reinstate said limits to comply with the minimum requirements and shall furnish to the University a new certificate of insurance showing such coverage is in force.

The Contractor shall not commence work under this contract until satisfactory evidence has been provided to the Contracting Agency that the Contractor can cover the requirements set forth in this provision with regard to the Contractor and subcontractors when engaged in any work performed under this contract. A Contractor who is a state institution of higher education or a state or local government entity may satisfy the requirements of these provisions by submittal of a certification of self-insurance which attests it is self-insured for the required coverage limits in accordance with the laws of the state in which it is established.

Without limiting Contractor's indemnification, it is agreed that Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement policies of insurance (or the Contractor shall maintain self-insurance if certified in strict accordance with subsection (a) of this provision) covering the following types and limits:

- (1) **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 by the laws of the state where the work is to be 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 \$1,000,000 per person, \$1,000,000 per occurrence. Where applicable, coverage for all federal acts (i.e., US.L & H and Jones Act) must also be included.
- (2) **Comprehensive (Commercial) General Liability Insurance:** With coverage limits not less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate where generally applicable and shall include premises-operations, independent contractors, products/completed operations, broad form property damage, blanket contractual, and personal injury endorsements.
- (3) **Comprehensive Automobile Liability Insurance:** Covering all owned, hired, and non-owned vehicles with coverage limit not less than \$1,000,000 Combined Single Limit.
- (4) **Professional Liability Insurance:** Covering all errors, omissions, or negligent or wrongful acts of the Contractor, subcontractor, or anyone directly or indirectly employed by them, made in the performance of this contract which result in financial loss to the Contracting Agency

Limits required per the following schedule:

Contract Amount	Minimum	Required Limits
Under \$100,000	\$100,000	per Occurrence/Annual Aggregate
\$100,000~\$499,999	\$250,000	per Occurrence/Annual Aggregate
\$500,000-\$999,999	\$500,000	per Occurrence/Annual Aggregate
\$1,000,000 or over	Negotiable	Refer to Contracting Agency

Coverage shall be maintained for the duration of this contract plus one-year following the date of final payment Failure to comply with this provision may preclude other contracts and agreements between the Contractor and the Contracting Agency.

J. ADDITIONAL CONTRACT PROVISIONS

9. PAYMENTS:

9.1 Invoices shall be submitted to the designated UAA Contract Administrator for review and approval. The Contract Administrator will forward the approved invoice to UAA's Accounts Payable Department.

9.2 Payments will be due 30 days receipt and approval of invoice.

9.3 The provisions of this paragraph do not apply if the contract or billing is in dispute. "Dispute" means a determination by a UAA Procurement Officer that the performance called for or price charged is not in compliance with the terms of the contract. Payment is considered made on the date when the payment is personally delivered to the Contractor's agent or on the date when the payment is mailed.

10. DISPUTES:

Any disputes, which may arise between the successful Contractor and UAA, in any manner, concerning a contract resulting from this solicitation, shall be resolved in accordance with Alaska Statutes 36.30.620-632, AS 36.30.670-695, and UAA's regulations and procedures.

11. TRAVEL:

UAA will not be responsible for any travel expense/cost associated with the performance of any contract resulting from this proposal.

12. DISCLOSURE OF INFORMATION:

The Contractor agrees that it will not, during or after the term of this contract, or any extension, disclose any proprietary or confidential information of UAA, including but not limited to its costs, charges, operating procedures and methods of doing business to any person, firm, corporation, the public or other entity without the prior written consent of UAA. Nor shall the Contractor release for publication any publicity relating to these services using or implying the name of UAA without the prior written consent of UAA.

13. NON-WAIVER:

The waiver of any breach of the terms of this agreement by the University shall not constitute a waiver of any of its terms or any subsequent breach, nor shall any payment for good delivered or services rendered constitute such a waive.

14. LEGAL REQUIREMENTS:

Legal requirements are those requirements that are defined by either federal laws, rules, or policies and/or state laws, rules, or policies. Legal requirements directly impacting this project include, and any proposal submittal must be responsible for compliance with these laws:

Area	Reference
FERPA	http://www.ed.gov/policy/gen/guid/fpco/ferpa/index.html
Section 508	http://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-section-508-standards

K. PRICE/COST SCHEDULE

K. PRICE/COST SCHEDULE

The Offeror shall state prices in the units of issue of this RFP. Prices quoted for commodities or services must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized, or the services can be provided, without further cost. Prices quoted in this RFP must be exclusive of federal, state or local taxes.

Assumptions:

Given the variable nature of e-portfolio use within UAA during the early project timeframes it will be critical for offerors to identify various licensing costs depending on usage levels. For example, offerors could assume that during the pilot period there would be less than 500 accounts created while the first year of operations would involve potentially less than 3,000 accounts. It is the goal of the university to encourage broad use and adoption of the e-portfolio hence it is the hope to partner with the Offeror to support accelerated growth strategies.

Using a software as a service (SaaS) cost model, annual licensing costs should include: hosting, upgrades, and use of the identified web service.

It is assumed that the successful Offeror has deployed a number of successful medium and large-scale deployments. Offerors should use this knowledge and identify critical cost assumptions and strategies in developing their costs proposals. For example, based on their past experiences how many on-site training sessions are they proposing along with the associated costs.

Cost categories – definitions:

Licensing: These are costs associated with the use of the Offeror's e-portfolio service. If licensing costs differ for various levels of service/user group (student/learners, faculty/staff, program/office, institution, alumni, etc.) then the Offeror shall identify their costs schedules.

Training: These are costs associated with training services. Training opportunities may be (1) synchronous and/or asynchronous and (2) remote and/or in-person. Offerors shall identify their proposed training strategy along with the associated costs.

Development/modifications: These are costs associated with software development activities. These activities could potentially include: integration with existing UAA software tools/services identified in the Technical Specification section, customized designs, screen modifications, etc. Proposed efforts and costs must be identified.

Support: These are costs associated with providing support services proposed in the Support Requirements section. Support costs can be highly variable so it is important the Offeror identify any assumptions/limitations.

Other: Any other costs should be identified and included in this section.

K. PRICE/COST SCHEDULE

Offerors must supply the following cost proposal information:

	Anchorage	Kenai	Mat-Su	Kodiak	PWS	Total
Student	13,700	2,500	1,700	800	500	19,200
Faculty	1,050	150	100	50	50	1,400
Staff	450	30	10	10	10	510

Pilot period/pre-launch activities						
Initial Term: Contract Execution - June 30, 2015						
Costs						
	Licensing					
	Training					
	Development/modifications					
	Support					
	Other - specify					
	TOTAL					

Launch period						
Initial Term: July 1, 2015 - June 30, 2016						
Costs						
	Licensing					
	Training					
	Development/modifications					
	Support					
	Other - specify					
	TOTAL					

K. PRICE/COST SCHEDULE

Year 2 - Operations						
Renewal Option : July 1, 2016 - June 30, 2017						
Costs						
Licensing - current students/faculty/staff						
Licensing - alumni						
Training						
Development/modifications						
Support						
Other - specify						
TOTAL						

Year 3 - Operations						
Renewal Option: July 1, 2017 - June 30, 2018						
Costs						
Licensing - current students/faculty/staff						
Licensing - alumni						
Training						
Development/modifications						
Support						
Other - specify						
TOTAL						

Year 4 - Operations						
Renewal Option: July 1, 2018 - June 30, 2019						
Costs						
Licensing - current students/faculty/staff						
Licensing - alumni						
Training						
Development/modifications						
Support						
Other - specify						
TOTAL						

GRAND TOTAL (Includes Initial Contract Term and all Renewal Options, for all campuses)	\$ _____
---	----------

Offeror Name (Printed)

Title

Signature

Date

Additional: This following data is being requested for informational purposes only, and will not be used in the evaluation scoring of the Cost Proposal or Technical Proposal, and is not required.

*Contract Termination Costs: In the event of contract termination, the University is requesting the Offeror's to identify and estimate the various cost considerations that may be involved.

L. PROPOSAL TRANSMITTAL & COMPLIANCE FORM

L. PROPOSAL TRANSMITTAL & COMPLIANCE FORM

1. Intent to be Bound:

A signature on the submittal page of this RFP indicates the Offeror's intent to be bound by the RFP Contract Provisions, and Additional Contract Provisions, including the Non-personal Services Contract General Provisions and subsequent negotiations.

I hereby acknowledge receipt of University of Alaska Request for Proposal No. P14-010, and certify that this proposal conforms to the requirements of Proposal No. P14-010 except as noted below (if none, write "NONE"). List specific exceptions, if any, below by page, paragraph, and line references. Attach additional pages as necessary. Do not submit Offeror's terms and conditions as blanket replacement of terms and conditions in these Proposal Documents.

2. Provide Alaska Business License Number: _____

3. Indicate any Alaska Preferences that Offeror may qualify for (Preferences to be applied in accordance with AS36.30):

AK Bidder Preference _____ Alaska Employment Program _____ Alaska Person with Disability _____
Alaska Veteran _____ Alaska Domestic Insurer _____ Alaska Products Preference (Indicate Class I, II, or III) _____

4. If any amendments are issued to this RFP, Offeror must acknowledge the receipt of such amendments in the space provided on the line below or by signing the amendment and submitting it with the Offeror's proposal or before the submittal deadline, unless the amendment states otherwise. Proposals that fail to acknowledge receipt of amendments may be considered non-responsive and be eliminated from further consideration.

The Offeror acknowledges receipt of the following Amendments: _____

5. The Offeror has made true and accurate representations, certifications, and statements regarding its status and its proposal in the REPRESENTATIONS AND CERTIFICATIONS BY OFFERORS included in this proposal, including representations regarding small business status.

DEFINITIONS OF SMALL BUSINESS CONCERN applicable to this solicitation:

Standard Industrial Classifications: SIC CODE: _____ and SIC CATEGORY NAME: _____

In order to qualify as a small business concern for this solicitation, the average annual receipts of the concern and its affiliates for the preceding three years must not exceed \$10 million.

6. I certify that I am a duly authorized representative of the firm listed above, that information and materials enclosed with this proposal accurately represent the capabilities of the firm to provide the services indicated in compliance with the requirements of the solicitation. The University of Alaska is hereby authorized to request from any individual any pertinent information deemed necessary to verify information regarding capacity of the firm, for purposes of determining responsiveness of the proposal, or responsibility of the firm as a prospective contractor.

Signature _____

Offeror/Firm Name _____

Signer's Name

(Printed) _____

Title _____

Phone No. _____

Email: _____

Date: _____

M. REPRESENTATIONS, CERTIFICATIONS, AND STATEMENTS OF OFFERORS

M. REPRESENTATIONS, CERTIFICATIONS, AND STATEMENTS OF OFFERORS

1. TYPE OF BUSINESS ORGANIZATION:

The Offeror, by checking the applicable box, represents that:

- It operates a
- s a corporation incorporated under the laws of the State of _____
- an individual,
- a partnership,
- a nonprofit organization,
- or a joint venture; or

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

- a corporation registered for business in the Country of _____
- an individual
- a partnership
- a nonprofit organization
- or a joint venture.

2. PARENT COMPANY INFORMATION:

The Offeror, by checking the applicable box, represents that:

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

3. TAXPAYER IDENTIFICATION:

(a) Definitions:

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

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

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

M. REPRESENTATIONS, CERTIFICATIONS, AND STATEMENTS OF OFFERORS

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

- TIN: _____
- TIN has not been applied for.
- TIN is not required because: _____

- Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the US
- Offeror is an agency or instrumentality of a state or local government.
- Other. Explain basis _____

(d) Corporate Status of Offeror:

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

- Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services
- Other corporate entity
- Not a corporate entity
- Sole proprietorship
- Partnership
- Hospital or extended care facility described in 26 CF R 501(c)(3) that is exempt from taxation under 26 CFR 501(a)

(e) Common Parent:

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

- Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
- Name and TIN of Offeror's common parent:
Name: _____ TIN: _____

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

- Joint Venture consists of: (Offeror must list name and address of all entities)
(Attach additional sheet(s) if necessary.)

4. CONTINGENT FEE REPRESENTATION AND AGREEMENT: (Note: The Offeror must check the appropriate boxes. For interpretation of the representation, including the term "bona fide employee," see Subpart 3.4 of the Federal Acquisition Regulations.)

(a) Representation. The Offeror represents that, except for full-time bona-fide employees working solely for the Offeror, the Offeror:

- (1) () has, () has not employed or retained any person or company to solicit or obtain this contract; and
- (2) () has, () has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

M. REPRESENTATIONS, CERTIFICATIONS, AND STATEMENTS OF OFFERORS

(b) Agreement. The Offeror agrees to provide information relating to the above Representation as requested by the University and, when subparagraph (a) (1) or (a) (2) is answered affirmatively, to promptly submit to the University procurement officer:

- (1) A complete Standard Form 119, Statement of Contingent or Other Fees, (SF 119); or
- (2) A signed statement indication that the SF 119 was previously submitted to the same procurement officer, including the date and applicable solicitation or contract number, and representing that the prior SF 119 applies to this offer or quotation.

5. AUTHORIZED NEGOTIATORS:

The Offeror represents that the following persons are authorized to negotiate on its behalf with the University in connection with this solicitation: (List names, titles, and telephone numbers of the authorized negotiators).

6. PERIOD FOR ACCEPTANCE OF OFFER:

In compliance with the solicitation, the Offeror agrees, if this offer is accepted within one hundred and eighty days (180 days) calendar days from the date specified in the solicitation for receipt of offers, to furnish any or all items on which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the solicitation.

7. PLACE OF PERFORMANCE:

- (a) The Offeror, in the performance of any contract resulting from this solicitation, () intends, () does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the Offeror as indicated in this offer.
- (b) If the Offeror checks "intends" in paragraph (a) above, he (she) shall insert in the spaces provided below the required information:

Place of Performance (Street Address, City, County, State, Zip Code)

Name and Address of Owner and Operator of the Plant or Facility, if other than Offeror

8. SMALL BUSINESS CONCERN REPRESENTATION:

The Offeror represents and certifies as part of its offer that it () is, () is not a small business concern and that () all, () not all end items to be furnished will be manufactured or produced by a small business concern in the United States, its territories or possessions, Puerto Rico or the Trust Territories of the Pacific Islands. "Small business concern," as used in this provision, means a concern, including its affiliates that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards specified elsewhere in this solicitation. (See PROPOSAL TRANSMITTAL FORM.)

9. SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION:

(a) The Offeror represents that it () is, () is not a small disadvantaged business concern.

(b) Definitions.

"Asian-Indian American," as used in this provision means a U.S. citizen whose origins are in India, Pakistan, or Bangladesh.

"Asian-Pacific American," as used in this provision means a U.S. citizen whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territory of the Pacific Islands, the Northern Mariana Islands, Laos, Cambodia, or Taiwan.

"Native Americans," as used in this provision, means U.S. citizens who are American Indian, Eskimo, Aleut, or native Hawaiian.

M. REPRESENTATIONS, CERTIFICATIONS, AND STATEMENTS OF OFFERORS

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

"Small disadvantaged business concern," as used in this provision means a small business concern that is (1) at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or a publicly owned business having at least 51 percent of its stock owned by one or more socially and economically disadvantaged individuals or (2) has its management and daily business controlled by one or more such individuals.

(c) Qualified Groups. The Offeror shall presume that socially and economically disadvantaged individuals include: Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, and other individuals found to be qualified by the US. Small Business Administration under 13 CFR 124.1.

10. WOMAN-OWNED SMALL BUSINESS REPRESENTATION:

(a) Representation. The Offeror represents that it () is, () is not a woman-owned small business concern.

(b) Definitions

"Small business concern," as used in this provision, means a concern including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

"Woman-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

11. PREVIOUS CONTRACTS AND COMPLIANCE REPORTS:

The Contractor represents that:

- (a) It () has () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation the clause originally contained in Section 310 of federal Executive Order No. 10925, or the clause contained in Section 201 of federal Executive Order No. 1114;
- (b) It () has () has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, by proposed subcontractors, will be obtained before subcontract awards.

12. CERTIFICATION OF NON-SEGREGATED FACILITIES:

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

(b) By submission of this offer, the Offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The Offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will --

- (1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;
- (2) Retain the certifications in the files; and
- (3) forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

M. REPRESENTATIONS, CERTIFICATIONS, AND STATEMENTS OF OFFERORS

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES.

A Certification of Non-segregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semi-annually, or annually). NOTE: The penalty for making false statements in bids/offers is prescribed in 18 U.S.C.1001.

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

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

14. CLEAN AIR AND WATER CERTIFICATION: (This provision is applicable if the contract amount exceeds \$100,000.)

- (a) The Contractor shall comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C.1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and EPA regulations (40 CFR Part 15) which prohibit the use by federal contractors or grant recipients, of facilities which are included on the Environmental Protection Agency (EPA) List of Violating Facilities.
- (b) The Contractor warrants that any facilities to be used in the performance of this contract are not listed on the EPA List of Violating Facilities.
- (c) The Contractor will include a provision substantially the same as this, including this paragraph (c) in every non-exempt subcontract.

15. ANTI-KICKBACK PROVISIONS:

- (a) The Contractor assures that regarding this contract, neither the Contractor, nor any of its employees, agents, or representatives has violated the provisions of the "Anti-Kickback" Act of 1986 (41 USC 51-58) which is incorporated by reference and made a part of this contract.
- (b) The Contractor warrants that neither the Contractor nor any of its representatives has been required, directly or indirectly as an express or implied condition in obtaining or carrying out this contract, to employ or retain, any organization or person or to make a contribution, donation or consideration of any kind.

16. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION:

By submitting this offer, the Offeror agrees to comply with all applicable State and Federal rules governing Equal Employment Opportunity and Non-Discrimination, including, but not limited to: Title VI of the Civil Rights Act of 1964 (P.L.88-352), E.O.11246 (EEO), E.O. 11625 (EEO), 41 CFR 60 (EEO) (Discrimination). The Offeror agrees to include this provision in all subcontracts.

17. ASSURANCE OF FEDERAL COMPLIANCE BY THE CONTRACTOR:

(This representation is applicable only if the Offeror is an educational institution, hospital, or other non-profit organization.)

By submitting this offer, a Offeror assures that if the primary source of funding for this solicitation is Federal, the requirements of OMB Circular A-21 or Circular A-110, as applicable, shall be complied with by the Contractor and its subcontractors.

18. CERTIFICATE OF INDEPENDENT PRICING AND PLEDGE TO REFRAIN FROM ANTI-COMPETITIVE PRACTICES:

By submitting this offer, the Offeror certifies that its prices were independently arrived at and without collusion. Penalties for participation in anti-competitive practices are prescribed in AS 36.30, and include, but are not limited to, rejection of the offer, suspension, debarment, civil and/or criminal prosecution.

M. REPRESENTATIONS, CERTIFICATIONS, AND STATEMENTS OF OFFERORS

19. PENALTY FOR FALSE STATEMENTS:

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

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

20. CERTIFICATION OF PROCUREMENT INTEGRITY:

By submitting its offer, the Offeror certifies it has no knowledge of any violation of any provisions of or regulations implementing the Office of Federal Procurement Policy Act (41 U.S.C. 423) applicable to activities related to this offer by any of its officers, employees, agents, or representatives covered by that Act.

21. DRUG FREE WORKPLACE:

To the extent that any facilities, equipment, vessel or vehicle to be provided under this bid/offer is to be used as a place of work by University of Alaska employees, the Offeror certifies that it does and will maintain such place of work as a drug free workplace in compliance with the Drug Free Workplace Act of 1988 (P.L. 100-690) subject to all the sanctions and penalties in that Act. To this end the Offeror represents that it is in compliance with the requirements of the clause prescribed by the Federal Acquisition Regulations (FAR) 52.223-5. (A copy of the FAR 52.223-5 clause is available from the office issuing this solicitation upon request.)

22. OFFEROR CERTIFICATION AND REPRESENTATION SIGNATURE:

By signing below, the Offeror represents that all of its statements, certifications, and representations, and other information supplied herein are true and correct as of the date of submittal of this offer.

AUTHORIZED SIGNATURE: _____ Date: _____

OFFEROR: _____

(Type or Print Company Name and Address of Offeror)

N.RESPONSE AND EVALUATION RUBRICS

N. RESPONSE AND EVALUATION RUBRICS

Instructions: Offerors are asked to complete an individual scoring rubric for each section. Responses are limited to 250 words. Offerors should think of this as their “elevator pitch” associated with that section. In addition, offerors are then asked to score their response to that individual section.

Definitions:

- “Addresses” or “Meets”: The terms are used to prompt offerors to explain how their current product/solution provides a particular piece of functionality, or how a future release will address the specifications or a realistic “work around” to address the expectations/ specification.

Rubric Definitions: In order to self-score, offerors will need to understand how certain critical terms/phrases are defined.

- Criterion is not met: Offeror’s proposed tool/solution does not meet or address at least eighty (80%) of the specifications and/or expectations outlined in the section OR if the Offeror’s response fails to address ANY ** requirements/specifications. If offerors perceive they would score in this range for any of the sections associated with the functional requirements listed for: student/learner, faculty/staff, program/office, institution or technical requirements, the Offeror should strongly consider NOT responding to this solicitation.
- Criterion is partially met: Offeror’s proposed tool solution minimal does not meet or addresses ninety-five (95%) of the specifications and/or expectations outlined in the section OR if the Offeror’s response fails to address two (2) * requirements/specifications. If offerors perceive they would score in this range for two (2) of the sections associated with the functional requirements listed for: student/learner, faculty/staff, program/office, institution or technical requirements, the Offeror should consider not responding to this solicitation.
- Criterion is fully met: This is our expectation/target. The Offeror’s proposed tool/solution/approach fully meets or addresses one hundred (100%) of the specifications and/or expectations outlined in the section.
- Criterion is exceeded: In addition to fully meeting the specifications and/or expectations, the Offeror provides: examples, practices, insights on what is being proposed and identify ways that the University can best use or engage the Offeror and their services.

Levels of importance: In addition to the scoring rubrics, an Offeror's overall score will be impacted by the level of importance associated with a particular section. Definitions for the various levels are as follows:

- Level 3: This section is “critical” to the overall success of the e-portfolio project.
- Level 2: This section is “very important” to the overall success of the e-portfolio project.
- Level 1: This section is “important” to the overall success of the e-portfolio project.

N.RESPONSE AND EVALUATION RUBRICS

Offeror Self Score and Evaluation: The offerors self-scoring and evaluation will only be used by the University evaluation committee for informational purposes only. This section is intended to benefit the Offeror through self-evaluation to determine whether or not the time and effort necessary to respond to this RFP is worthwhile. It is also intended to give the evaluation committee additional insight into the offerors proposals and capabilities.

Acknowledgements: Evaluation strategy is inspired by the article Rubric-based RFPs and proposals by Chris Jones.

Explicit rubric for: Overall project approach and vision for collaboration

Level of importance: 1

Offeror: [insert]

Offeror Response – Explain your approach/strategy in how you meet or plan to meet the identified requirements. Limited to 250 words.

Self-Evaluation of Offeror Response

Generic performance measure	Explicit performance measure	Select One
This criterion is not met	Proponent shows a limited understanding of the intent and purpose of the UAA e-portfolio program and the role the Offeror will play.	
This criterion is partially met.	Proponent shows a good understanding of the intent and purpose of the UAA e-portfolio program and the role the Offeror will play.	
This criterion is fully met (what we are looking for).	Proponent shows an excellent understanding of the intent and purpose of the UAA e-portfolio program and the role the Offeror will play.	
This criterion is exceeded	Proponent shows an excellent understanding of the intent and purpose of the UAA e-portfolio program and the role the Offeror will play. In addition, the Offeror provides insight into the possibilities for use of e-portfolios at UAA beyond what would be normally expected.	

N.RESPONSE AND EVALUATION RUBRICS

Explicit rubric for: Response to functional requirements – Student/learner

Level of importance: 3

Offeror: [insert]

Offeror Response – Explain your approach/strategy in how you meet or plan to meet the identified requirements. Limited to 250 words.

Self-Evaluation of Offeror Response

Generic performance measure	Explicit performance measure	Select One
This criterion is not met	Proponent shows a limited understanding of and ability to meet student/learner functional specifications.	
This criterion is partially met.	Proponent shows a good understanding of and ability to meet student/learner functional specifications.	
This criterion is fully met (what we are looking for).	Proponent shows an excellent understanding of and ability to meet student/learner functional specifications.	
This criterion is exceeded	Proponent shows an excellent understanding of and ability to meet student/learner functional specifications. In addition, the Offeror provides insight into the student/learner e-portfolio experience.	

N.RESPONSE AND EVALUATION RUBRICS

Explicit rubric for: Response to functional requirements – Faculty/staff

Level of importance: 3

Offeror: [insert]

Offeror Response – Explain your approach/strategy in how you meet or plan to meet the identified requirements. Limited to 250 words.

Self-Evaluation of Offeror Response

Generic performance measure	Explicit performance measure	Select One
This criterion is not met	Proponent shows a limited understanding of and ability to meet faculty/staff functional specifications.	
This criterion is partially met.	Proponent shows a good understanding of and ability to meet faculty/staff functional specifications.	
This criterion is fully met (what we are looking for).	Proponent shows an excellent understanding of and ability to meet faculty/staff functional specifications.	
This criterion is exceeded	Proponent shows an excellent understanding of and ability to meet faculty/staff functional specifications. In addition, the Offeror provides insight into the faculty/staff e-portfolio experience.	

N.RESPONSE AND EVALUATION RUBRICS

Explicit rubric for: Response to functional requirements – Program/office

Level of importance: 2

Offeror: [insert]

Offeror Response – Explain your approach/strategy in how you meet or plan to meet the identified requirements. Limited to 250 words.

Self-Evaluation of Offeror Response

Generic performance measure	Explicit performance measure	Select One
This criterion is not met	Proponent shows a limited understanding of and ability to meet program/office functional specifications.	
This criterion is partially met.	Proponent shows a good understanding of and ability to meet program/office functional specifications.	
This criterion is fully met (what we are looking for).	Proponent shows an excellent understanding of and ability to meet program/office functional specifications.	
This criterion is exceeded	Proponent shows an excellent understanding of and ability to meet program/office functional specifications. In addition, the Offeror provides insight into how their e-portfolio tool/service supports various UAA programs and offices.	

N.RESPONSE AND EVALUATION RUBRICS

Explicit rubric for: Response to functional requirements – Institution

Level of importance: 2

Offeror: [insert]

Offeror Response – Explain your approach/strategy in how you meet or plan to meet the identified requirements. Limited to 250 words.

Self-Evaluation of Offeror Response

Generic performance measure	Explicit performance measure	Select One
This criterion is not met	Proponent shows a limited understanding of and ability to meet institutional functional specifications.	
This criterion is partially met.	Proponent shows a good understanding of and ability to meet institutional functional specifications.	
This criterion is fully met (what we are looking for).	Proponent shows an excellent understanding of and ability to meet institutional functional specifications.	
This criterion is exceeded	Proponent shows an excellent understanding of and ability to meet institutional functional specifications. In addition, the Offeror provides insight into how their e-portfolio tool/service supports institutional strategies and goals.	

N.RESPONSE AND EVALUATION RUBRICS

Explicit rubric for: Response to standards/specifications – current and emerging

Level of importance: 2

Offeror: [insert]

Offeror Response – Explain your approach/strategy in how you meet or plan to meet the identified requirements. Limited to 250 words.

Self-Evaluation of Offeror Response

Generic performance measure	Explicit performance measure	Select One
This criterion is not met	Proponent shows a limited understanding of and ability to meet identified set of standards.	
This criterion is partially met.	Proponent shows a good understanding of and ability to meet identified set of standards.	
This criterion is fully met (what we are looking for).	Proponent shows an excellent understanding of and ability to meet identified set of standards.	
This criterion is exceeded	Proponent shows an excellent understanding of and ability to meet identified set of standards. In addition, the Offeror provides insight into their understanding of current and emerging sets of standards.	

N.RESPONSE AND EVALUATION RUBRICS

Explicit rubric for: Response to technical requirements

Level of importance: 3

Offeror: [insert]

Offeror Response – Explain your approach/strategy in how you meet or plan to meet the identified requirements. Limited to 250 words.

Self-Evaluation of Offeror Response

Generic performance measure	Explicit performance measure	Select One
This criterion is not met	Proponent shows a limited understanding of and ability to meet identified set of technical requirements.	
This criterion is partially met.	Proponent shows a good understanding of and ability to meet identified set of technical requirements.	
This criterion is fully met (what we are looking for).	Proponent shows an excellent understanding of and ability to meet identified set of technical requirements.	
This criterion is exceeded	Proponent shows an excellent understanding of and ability to meet identified set of technical requirements. In addition, the Offeror provides insight into their understanding of developing education technology strategies.	

N.RESPONSE AND EVALUATION RUBRICS

Explicit rubric for: Response to legal requirements, See Section J. #14.

Level of importance: Special

Offeror: [insert]

Offeror Response – Explain your approach/strategy in how you meet or plan to meet the identified requirements. Limited to 250 words.

Self-Evaluation of Offeror Response

Generic performance measure	Explicit performance measure	Select One
This criterion is not met	Proponent's tools and services do not meet legal requirements.	
This criterion is fully met (what we are looking for).	Proponent's tools and services meet legal requirements.	

N.RESPONSE AND EVALUATION RUBRICS

Explicit rubric for: Response to university/Offeror relationship expectations

Level of importance: 1

Offeror: [insert]

Offeror Response – Explain your approach/strategy in how you meet or plan to meet the identified requirements. Limited to 250 words.

Self-Evaluation of Offeror Response

Generic performance measure	Explicit performance measure	Select One
This criterion is not met	Proponent shows a limited understanding of university/Offeror expectations.	
This criterion is partially met.	Proponent shows a good understanding of university/Offeror expectations.	
This criterion is fully met (what we are looking for).	Proponent shows an excellent understanding of university/Offeror expectations.	
This criterion is exceeded	Proponent shows an excellent understanding of university/Offeror expectations. In addition, the Offeror has insights into the broader e-portfolio community.	

N.RESPONSE AND EVALUATION RUBRICS

Explicit rubric for: Response to support requirements

Level of importance: 3

Offeror: [insert]

Offeror Response – Explain your approach/strategy in how you meet or plan to meet the identified requirements. Limited to 250 words.

Self-Evaluation of Offeror Response

Generic performance measure	Explicit performance measure	Select One
This criterion is not met	Proponent shows a limited understanding of support requirements.	
This criterion is partially met.	Proponent shows a good understanding of support requirements.	
This criterion is fully met (what we are looking for).	Proponent shows an excellent understanding of support requirements.	
This criterion is exceeded	Proponent shows an excellent understanding of support requirements. In addition, the Offeror has insights into various successful support strategies for e-portfolio tools and services.	

N.RESPONSE AND EVALUATION RUBRICS

Explicit rubric for: Response to proposed timeframes and project structure

Level of importance: 1

Offeror: [insert]

Offeror Response – Explain your approach/strategy in how you meet or plan to meet the identified requirements. Limited to 250 words.

Self-Evaluation of Offeror Response

Generic performance measure	Explicit performance measure	Select One
This criterion is not met	Proponent shows a limited understanding of the proposed timeframes and project structure.	
This criterion is partially met.	Proponent shows a good understanding of the proposed timeframes and project structure.	
This criterion is fully met (what we are looking for).	Proponent shows an excellent understanding of the proposed timeframes and project structure.	
This criterion is exceeded	Proponent shows an excellent understanding of university/ Offeror expectations. In addition, the Offeror has provided insights into the proposed project based on prior successful projects.	