

UNIVERSITY OF ALASKA SOUTHEAST
REQUEST FOR PROPOSAL (RFP) NO. 19P001J
LIBRARY COURIER SERVICES
FOR UNIVERSITY OF ALASKA SOUTHEAST

MAIL OR DELIVER PROPOSALS TO:

For Delivery:
Procurement Services
University of Alaska Southeast
11066 Auke Lake Way,
Hendrickson Bldg. Rm 201
Juneau, AK 99801

For US Mail:
Procurement Services
University of Alaska Southeast
11066 Auke Lake Way
Juneau, AK 99801

PROPOSALS MUST BE RECEIVED NO LATER THAN:

Friday, May 06, 2019
5:00 p.m. local time
One original and two signed copies required
(Faxed proposals will not be accepted)

NOTE: Emailed, faxed, or telegraphed proposals, or proposals submitted by other electronic means **are not acceptable** and shall be rejected as non-responsive.

NOTICE TO OFFERORS - SINGLE POINT OF CONTACT FOR RFP INQUIRIES:

Richard Hitchcock
Procurement Service Manager
Email: rhitchc1@alaska.edu
Phone: (907) 796-6493
Fax: (907) 796-6469

Mailing Address:
Procurement Services
University of Alaska Southeast
11066 Auke Lake Way
Juneau, AK 99801

The person designated above shall be the only contact for any and all inquiries regarding any aspect of this RFP or its requirements. To ensure the integrity of the RFP process, prospective Offerors are advised not to contact anyone else. A copy of this solicitation and any amendments issued shall be posted on the UAS Procurement Services Website at <http://www.uas.alaska.edu/businessservices>

PRE-PROPOSAL CONFERENCE: None currently scheduled.

AVAILABILITY OF FUNDING: A contract resulting from this RFP shall only be issued subject to the availability of funding.

ISSUE DATE: April 12, 2019

Richard Hitchcock, Procurement Service Manager

SCHEDULE FOR AWARD/TABLE OF CONTENTS

Courier Services for the Capital City Libraries
FOR UNIVERSITY OF ALASKA SOUTHEAST

Schedule for Award

Proposals Mailed/Advertised..... Friday, April 12, 2019
Proposals Due..... Monday, May 06, 2019
Contract Award (approx).....Wednesday, May 15, 2019

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INFORMATION

Scope

The University of Alaska Southeast is seeking proposals from qualified Offerors for pickup and delivery services between the Capital City Libraries (Juneau Public Library, Mendenhall Valley Library, Douglas Public Library, Alaska State Library, and the UAS William A. Egan Library) and delivery service to the Friends of the Library (FOL).

To be considered, one (1) original and two (2) copies of the proposal must be received by University of Alaska Southeast (UAS) Procurement Services, physically located at 11066 Auke Lake Way, Hendrickson Building, Room 201, Juneau, AK 99801 by 5:00 p.m. on Monday, May 06, 2019. Please note USPS mailing address listed on RFP cover.

Any inquiries concerning this Request for Proposal (RFP) should be addressed to Richard Hitchcock, Purchasing Agent, UAS Procurement Services.

Note: Prospective Offerors shall submit questions or requests for clarification by fax to (907) 796- 6469 or email to Richard Hitchcock. rhitchc1@alaska.edu.

Basis of Award

UAS shall award a contract resulting from this RFP to the low, responsive and responsible Offeror whose proposal, conforming to the RFP requirements, is determined to be technically acceptable.

It is anticipated that the Notice of Intent to Award will be issued on or about Wednesday, May 15, 2019. It is expected that a contract will be executed between both parties on or about Friday, May 24, 2019 with work to begin Monday, July 1, 2019.

Past Performance

Offerors must demonstrate satisfactory past performance. If a prospective Offeror is unable to demonstrate satisfactory past performance for the services specified herein, the Offeror's proposal will be considered non-responsive and eliminated from further consideration.

As part of their proposals, Offerors are required to provide specific information regarding their most recent past and present performance information (within the past three years.) This shall include all contracts performed by the Offeror within that period of time, including any and all contracts which were terminated, whether for cause or for other reasons. A Past Performance Information Sheet is provided herein and must be submitted with your proposal. If necessary, please attach additional pages to this form. Failure to supply information pertaining to a relevant contract as required will cause the Offeror's proposal to be rejected as non-responsive.

Contract Type

The contract awarded as a result of this solicitation shall be a firm fixed price, non-personal services contract and the prices offered on the RFP Rate Response Form shall be those charged to UAS for the required services.

Term of Contract

Unless terminated in accordance with provision 31 "Termination for Convenience" or provision 32 "Termination for Default" of the Non-Personal Services Contract General Provisions, the term of any contract awarded as a result of this RFP shall be from the date of award through June 30, 2020. UAS may elect to exercise up to four, one-year options to renew the contract subject to availability of funding, satisfactory contractor performance, and the University's continued need of the services under contract. UAS has the unilateral right to exercise the option to extend the contract performance period.

Modifications

The terms of the contract awarded as a result of this RFP may only be modified in writing which shall be signed by duly authorized representatives of both UAS and the Contractor.

GENERAL INFORMATION

Contract Administrator

The Contract Administrator for any contract awarded as a result of this solicitation will be Elise Tomlinson, UAS Dean of Libraries, 907-796-6467.

Billing

All billing will be submitted to:

University of Alaska Southeast
William A. Egan Library
11066 Auke Lake Way
Juneau, Alaska 99801

Contract Contents

The contents of this RFP and the contents of any offer selected as a result of this RFP may be included as part of the Contract document, unless terms, conditions, and sample documents provided by the Offeror are excluded as contrary to the best interest of UA.

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 STATEMENT OF 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 an original and two (2) signed copies of the completed proposal (including all items indicated in the CHECKLIST OF REQUIRED SUBMITTALS for this Request for Proposals) to the University of Alaska proposal depository office designated herein for receipt of proposals.
- b. Late proposals will not be considered and will be returned to the Offeror 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 must 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 telefax, facsimile 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 FORM from this Request for Proposals shall be submitted as the cover sheet of each proposal.

3. Pre-proposal Conference

A pre-proposal conference, if required, will be held at the time and place specified on the face of this solicitation for purposes of detailed discussion of this Request for Proposals and clarification of requirements for the benefit of interested parties. Prospective Offerors who wish to participate by teleconference instead of in person should make arrangements with the Purchasing Department by telephoning the number shown on the face page of this RFP. All prospective Offerors are encouraged to attend or otherwise participate in this conference, if such a conference is held.

4. Period for Acceptance of Proposals

The proposal shall remain valid for at least sixty (60) days after the closing date for receipt of proposals except as otherwise specified elsewhere in this solicitation.

5. Modification or Withdrawal of Proposal

Modifications to or withdrawal of proposals may be 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 at the address shown for inquiries on the face of this RFP. Alternatively, questions may be telefaxed to the University of Alaska at the telefax number 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

INSTRUCTIONS TO OFFERORS

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 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

Subcontracting is prohibited unless approval is obtained by University of Alaska Southeast Procurement Services.

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.

INSTRUCTIONS TO OFFERORS

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 Request for Proposals 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

a. Alaska Statute 36.30 and Federal Regulations (OMB Circular A-110, Attachment O) 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 may be 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 data (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 the 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

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. Properly marked proprietary information 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).

INSTRUCTIONS TO OFFERORS

16. Protest

a. Protest of Solicitation: An interested party may protest the specifications and/ or terms and conditions of this RFP provided that such protest is submitted to UAS Procurement Services, at the address listed on the Cover Sheet of this RFP, not later than the close of business three (3) working days prior to the closing date listed herein, or listed in any subsequent Amendments to the RFP. A protest of the specifications and/or terms and conditions of this RFP which is not filed three (3) working days prior to the closing date shall be rejected as untimely.

b. Protest of Award: An interested party may protest an award under this RFP to the Procurement Officer provided that such protest is submitted to UAS Procurement Services at the address listed on the Cover Sheet of this RFP not later than ten (10) days after issuance of the Notice of Intent to Award. A protest of an award of a contract resulting from this RFP not filed within ten (10) days after issuance of the Notice of Intent to Award shall be rejected as untimely.

c. 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.

d. UAS does not guarantee that a protest of a solicitation will result in an amendment to the terms and conditions, or postponement of the closing deadline. Nor does it guarantee postponement of award of a contract resulting from this RFP. Such action shall be taken only if the responsible Procurement Officer determines in writing that the protest has merit, is likely to be upheld, and that amendment, postponement, or other action is not contrary to UAS's best interests. The Procurement Officer will issue a written decision within fourteen (14) days after date of filing of the protest. An appeal from a decision of a Procurement Officer may be filed with the Chief Procurement Officer not later than ten (10) days after the decision is received by the protester. The decision of the Chief Procurement Officer will be issued within fifteen (15) days after completion of the appeal report and comment period as prescribed by AS 36.30.

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 BID". Failure to submit a proposal or respond may be 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 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 non-responsive. 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.

INSTRUCTIONS TO OFFERORS

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 "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 "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, an offer may be rejected as non-responsive 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.
- c. 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 any of the solicitation provisions.

23. Alaska Business License

The Offeror must have a valid Alaska business license at the time designated in the solicitation for closing receipt of proposals. Acceptable evidence that the Offeror possesses a valid Alaska business license may include any one of the following:

- a. Certification the proposal that the Offeror has a valid Alaska business license and has written the license number in the space provided on the solicitation.
- b. Copy of the Alaska business license.
- c. A canceled check that demonstrates payment for the Alaska business license fee.
- d. A copy of the Alaska business license application with a receipt stamp from the State's business license office.
- e. A sworn notarized affidavit that the Offeror has applied and paid for the Alaska business license.

24. Alaska Bidder Preference

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

An "Alaska Bidder" is a person who:

1. holds a current Alaska business license;
2. submits an offer 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 Offeror or employee of the Offeror for a period of six months immediately preceding the date of the offer;
4. is incorporated or qualified to do business under the laws of the state, is a sole proprietorship, and the proprietor is a resident of the state or is a partnership, and all partners are residents of the state;
5. if a joint venture, is composed entirely of ventures that qualify under (1) – (4) of this provision.

25. Additional Bidder Preference Entitlement

In accordance with AS 36.30.170(c) and (e) through (i), preference may be applied to an offer submitted by any qualified state certified employment program, person with disability, and/or employer whose employees include fifty percent (50%), or more, persons with a disability.

- a. In accordance with AS 36.30.170(c), a fifteen percent (15%) preference may be applied to offers received from any qualified Alaskan Bidder who qualifies as a state certified employment program.
- b. In accordance with AS 36.30.170(e), a ten percent (10%) preference may be applied to offers received from any qualified Alaska Bidder who qualifies as:
 1. A sole proprietorship owned by a person with a disability;
 2. A partnership, if each of the partners is a person with a disability; or
 3. A corporation that is wholly owned by individuals and each of the individuals is a person with a disability.

INSTRUCTIONS TO OFFERORS

c. Preference under this section may be claimed only by qualified Offerors who, at the closing time for receipt of proposals stipulated herein, are on the 2001 Approved List for Procurement Preference of qualified employment entities maintained by the State of Alaska, Department of Labor and Workforce Development, Division of Vocational Rehabilitation.

d. A preference under this section is in addition to any other preference for which the Offeror qualifies, including the Alaska Bidder Preference. However, an Offeror shall not receive more than one of the disability preferences outlined in 25.b.

26. Alaska Product Preferences

a. The Commissioner of Commerce and Economic Development administers the Alaska Product Preferences program under AS 36.30 and publishes the "Alaska Product Preferences List." Only products included in the list that was published at least 30 days before the solicitation was issued will be eligible to receive preference in the evaluation of offers. (This provision for preference does not apply to solicitations for forest products, including timber, lumber, manufactured lumber products, and construction. Alaska forest product preference is covered by the Instruction of this solicitation entitled "Use of Local Forest Products.")

b. Materials and supplies with value added in the state that is:

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

c. Offerors claiming this preference shall so indicate clearly in the offer, indicate class of preference claimed (I, II, or III), and the item or items to which the preference applies. Failure to so indicate will result in no preference being granted. Offerors are encouraged to review the provisions AS 36.30.322 – 338 to determine product preferences to which they may be entitled.

27. Use of Local Forest Products

a. If this solicitation is for procurement of forest products, including timber, lumber, and manufactured lumber products, only such products originating in Alaska may be procured under this solicitation except when the manufacturers and suppliers who have notified the Commissioner of Commerce and Economic Development of their willingness to manufacture or supply such Alaska forest products (1) have been given reasonable notice of this solicitation, and (2) are unable to supply the products at a cost that is not more than seven percent (7%) higher than the price of non-Alaska forest products.

b. Instructions of this solicitation entitled "Alaska Product Preferences" above, do not apply to procurements of timber, lumber, and manufactured lumber products.

c. Exception to the requirement for Alaska forest products under this provision will be granted only if the Offeror provides with its offer documentation satisfactory to the procurement officer showing non-availability of Alaska forest products, or that the cost of Alaska forest products is more than seven percent (7%) higher than non-Alaska forest products.

d. To the extent that this solicitation proposes procurement of forest products, award may be made to the lowest responsive responsible Offeror of Alaska forest products whose price is not more than seven percent (7%) higher than competing non-Alaska forest products offers in accordance with AS 36.30.322.

28. Preference for Recycled Products

In addition to any other preferences claimed by the Offeror, to the extent that recycled products or materials are offered under this solicitation, the University shall decrease the proposal price by five percent (5%) of the offered price for purposes of evaluation. The Offeror must indicate in its proposal that it is claiming this preference, and to which items it applies. U.S. Environmental Protection Agency guidelines shall be used to determine recovered material content requirements or other criteria for qualification as a recycled product under this provision. The procurement officer's determination regarding qualification as a recycled product for purposes of evaluation of offers and preferences shall be based on documented information supplied or obtained in support of an offer, and shall be final.

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

2. Excusable Delays, Extension of Performance Period - Cost Reimbursement Contract (This provision is applicable only to cost-reimbursement contracts.)

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

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

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

3. Termination Or Suspension of Work (Cost-Reimbursement Contract) (This provision is applicable only to cost-reimbursement contracts.)

(a) This contract may be terminated by either party upon 10 days written notice if the other party fails substantially to perform in accordance with its terms through no fault of the party initiating the termination (default termination). If the Contracting Agency terminates this contract, the

NON-PERSONAL SERVICES CONTRACT GENERAL PROVISIONS

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.

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

4. Anti-Kickback Provisions and Covenant Against Contingent Fees

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

and made a part of this contract.

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

(c) The Contracting Agency warrants that neither the Contractor nor the Contractor's representative has been required, directly or indirectly as an express or implied condition in obtaining or carrying out this contract, to employ or retain, any organization or person or to make a contribution, donation or consideration of any kind.

5. Contract Work Hours and Safety Standards Act (This provision is applicable if the contract amount exceeds \$2,500 or if for construction, the contract amount exceeds \$2,000.)

The Contractor and its subcontractors shall comply with applicable 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.)

(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 under federal contracts or grants, of 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.

(b) Any and all employees of the Contractor, while engaged in the performance of any work or services required by the Contractor under this contract, shall be considered employees of the Contractor only and not of the Contracting Agency and any and all claims that may or might arise

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under the workers' compensation act on behalf of said employees, while so engaged and any and all claims made by a third party as a consequence of any negligent act or omission on the part of the Contractor's employees, while so engaged in any of the to be rendered herein, shall be the sole obligation and responsibility of the Contractor.

(c) This contract may be declared null and void should the Contracting Agency determine that by Internal Revenue Service criteria the Contractor is an employee of the Contracting Agency.

8. Indemnification and Hold Harmless Agreement:

(a) The Contractor shall indemnify, save harmless and defend the University of Alaska, its Board of Regents, officers, agents, and employees from all liability, including costs and expenses, for all actions or claims resulting from injuries or damages sustained by any person or property arising directly or indirectly as a result of any error, omission, or negligent or wrongful act of the Contractor, subcontractor, or anyone directly or indirectly employed by them in the performance of this contract.

(b) All actions or claims including costs and expenses resulting from injuries or damages sustained by any person or property arising directly or indirectly from the Contractor's performance of this contract which are caused by the joint negligence of the Contracting Agency and the Contractor shall be apportioned on a comparative fault basis; however, any such joint negligence on the part of the Contracting Agency must be a direct result of active involvement by the Contracting Agency.

9. Insurance

(a) 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 all 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 subsections (b) (2) through (4) and (c) of this provision 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.

(b) 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 \$100,000 per person, \$100,000 per occurrence.

Where applicable, coverage for all federal acts (i.e., U.S.L. & H and Jones Act) must also be included. The University shall be provided a waiver of subrogation.

(2) Commercial General Liability Insurance: With coverage limits not less than \$1,000,000 per occurrence and annual aggregate not excluding premises, operations, independent contractors, personal/advertising injury, products completed operations, liability assumed under an insured contract (including defense costs assumed under contract), broad form property damage. The University of Alaska shall be named as an additional insured and provided with a waiver of subrogation.

(3) Business Automobile Coverage: Covering all owned, hired, and non-owned vehicles with coverage limit not less than \$1,000,000 each accident. The University of Alaska shall be provided a waiver of subrogation.

(4) Fidelity/Crime Coverage: With limits of not less than \$100,000 per occurrence.

(c) Coverage shall be maintained for the duration of this contract plus one year following the date of final payment for claims made policies. Failure to comply with this provision may preclude other contracts and agreements between the Contractor and the Contracting Agency. Failure of the University to demand certificates or other evidence of full compliance with these insurance requirements or failure of the University to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. If Contractor fails to maintain the insurance as set forth herein, the University shall have the right, but not the obligation, to purchase said insurance at Contractor's expense. All insurance must be issued by companies admitted to do business in the State of Alaska and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, the Contracting Agency shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Contract Administrator prior to beginning work and must provide for a 30-day prior notice to the Contracting Agency of cancellation, non-renewal, or material change. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach and grounds for termination of the Contractor's services.

10. ACCESS TO FACILITIES AND INSPECTION BY CONTRACTING AGENCY

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

11. 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 of the United States, or their agents may deem necessary, make available for examination all of its records with respect to all matters covered by this contract for a period ending three (3) years after date of final payment under this contract or any subcontract whichever is later.

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Upon request, and within a reasonable time, the Contractor shall submit such other information and reports relating to its activities under this contract in such form and at such times as the Contracting Agency or the Comptroller General may reasonably require. The Contractor shall permit the Contracting Agency, the Comptroller General, or their agents to examine and make copies of such records, invoices, materials, payrolls, records of personnel, and other data relating to all matters covered by the contract. The Contractor shall include the substance of this provision, including this statement, in all subcontracts.

12. 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, including this statement, 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.

13. 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 developed under this contract without prior written approval of the Contracting Agency's Contract Administrator.

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

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

15. SUBCONTRACTORS, SUCCESSORS, AND ASSIGNS (a) The Contracting Agency must concur in the

selection of all subcontractors for services to be engaged in performance of this contract.

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

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

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

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

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

17. PATENT INDEMNITY AND COPYRIGHT INFRINGEMENT (a) Patent Rights and Copyright of Works Under Contract:

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

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

(b) Patent Indemnity and Copyright Infringement:

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

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

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18. 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; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

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

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

20. ORDER OF PRECEDENCE OF DOCUMENTS AND PROVISIONS In the event of any inconsistency between provisions of this contract, the inconsistency shall be resolved by giving precedence in the following order:

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

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

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

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

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

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

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

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

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

24. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY The Contractor shall comply with all applicable state and federal rules governing equal employment opportunity and non-discrimination, including, but not limited to: E.O. 11246 as amended and applicable orders and regulations issued by the U.S. Secretary of Labor or designee (41 CFR 60). The Contractor shall include this provision in all subcontracts.

25. 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.

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

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

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

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

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Procurement Officer decides that the facts justify it, the Procurement Officer may receive and act upon a proposal submitted before final payment of the contract. No claim by the Contractor for an

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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.

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

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

(1) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

(2) by unit prices specified in the contract or subsequently agreed upon;

(3) by costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as specified in the contract or subsequently agreed upon;

(4) in such other manner as the parties may mutually agree; or

(5) in the absence of agreement between the parties, by a unilateral determination by the Procurement Officer of the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as reasonably and equitably computed by the Procurement Officer. Adjustments made pursuant to this subsection, absent agreement between the parties may be a dispute under the Disputes provision of this contract.

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

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

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

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

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

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

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

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

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

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

(c) The Contractor shall not perform any services or deliveries of products without a purchase order or other

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written notice to proceed with the work. Accordingly, the Contracting Agency will not pay the Contractor for any goods, services or associated costs, if any, performed outside those which are authorized by the applicable purchase order. The Contracting Agency will exert every effort to obtain required approvals and to issue purchase orders in a timely manner.

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

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

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

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

(b) Contractor's invoices shall be submitted when services are completed, or monthly for months during which services are performed, as applicable, in a summary format, which details costs incurred for each item identified in the project budget. Backup documentation including but not limited to invoices, receipts, proof of payments and signed time sheets, or any other documentation requested by the Contracting Agency's Contract Administrator, is required, and shall be maintained by the Contractor in accordance with cost principles applicable to this contract. Contractor invoices shall be signed by the Contractor's official representative, and shall include a statement certifying that the invoice is a true and accurate billing. Cost principles contained in the federal acquisition regulations, 48 CFR, Subpart 31.3 and OMB circular A-21 shall be used as criteria in the determination of allowable costs.

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

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

31. 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.

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

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

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

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

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

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

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

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

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

(f) **PROCUREMENT OFFICER** - The person who signed this contract on behalf of the University of Alaska, and

includes a duly appointed successor or authorized representative.

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

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

34. ALTERATIONS IN GENERAL PROVISIONS

(a) 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.

(b) Wherever in these general provisions the statement is made that "This provision is applicable only to cost-reimbursement type contracts," or "This provision is applicable only to fixed-price type contracts," it shall also be deemed to mean that the provision is applicable only to cost-reimbursement type items or fixed-price items, respectively, within a contract.

35. CONTRACT SUBJECT TO THE AVAILABILITY OF FUNDS

(a) Unless this Contract is accompanied by a University of Alaska Purchase Order, funds are not presently available for this Contract. The CONTRACTING AGENCY'S obligation under this Contract is contingent upon the availability of funds from which payment for Contract purposes can be made. No legal liability on the part of the CONTRACTING AGENCY for any payment may arise until funds are made available to the University of Alaska for this Contract and until the CONTRACTOR receives notice of such availability, confirmed by issuance of a purchase order by the CONTRACTING AGENCY.

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

36. DISPUTES (a) Any dispute which may arise between the Contractor and the Contracting Agency, in any manner, concerning this contract, shall be resolved in accordance with Alaska Statutes 36.30.620 - 632, AS 36.30.670 - 695, and University of Alaska regulations and procedures.

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

SERVICE REQUIREMENTS

Requirements

The contractor will furnish pickup and delivery services between the Capital City Libraries (Juneau Public Library, Mendenhall Valley Library, Douglas Public Library, Alaska State Library, and the William A. Egan Library). The required services shall be delivered Monday through Friday, except as otherwise indicated herein. In addition, the contractor will make approximately One (1) delivery per week between the William A. Egan Library and Friends of the Library Bookstore. The approximate number of stops is listed below; however, each library maintains a separate schedule for closed days. For informational purposes, the UAS Egan Library will provide the contractor with a list of closures; however, changes to the schedule for each library will be determined by the individual library director. Payment will only be made for services performed, there will be no payment made for stops on closed days. The times listed are required and may not be changed or deviated from without prior approval by the affected library director. At the Contractor's own expense the Contractor shall provide and maintain a vehicle for the performance of the contract.

The number of containers (bags) to be picked up at each library will average five and will not exceed ten for one day. The items transported will be only books, audio and video media, and papers. The typical containers will be bags not exceeding 11 inches wide, 14 inches high and 17 inches long and may weigh up to 40 pounds. After the last daily stop required, there may be containers picked up that will require overnight storage for delivery on the following workday. The Contractor shall provide secure storage for any such containers.

The contractor will maintain a delivery log indicating the number of stops made per location on each delivery day. This log will be submitted with the monthly invoice.

The following detail of stops per month represents past courier stops and the projected stops per month for the ensuing contract period.

MONTH	UAS	JUN/DGL/VAL	ASL	FOL	TOTAL
July	20	105	21	1	147
August	23	115	23	1	162
September	19	95	19	1	134
October	23	110	22	1	156
November	20	100	20	1	141
December	15	100	20	1	136
January	21	105	21	1	148
February	20	95	19	1	135
March	20	100	20	1	141
April	22	110	22	1	155
May	22	110	22	1	155
June	20	100	20	1	141
TOTALS	245	1245	249	12	1751

Total estimated stops per year: 2019

SERVICE REQUIREMENTS

The following schedule of holiday closures represents typical closures for participating libraries and projected closures for the ensuing contract period.

Holiday Closure Schedule

Please deliver to ASL, UAS, JUN, DGL, and VAL each weekday with the following exceptions:

JULY

Thursday, July 4th	Independence Day Holiday	All Libraries Closed – No Deliveries
Friday, July 5th	Independence Day Holiday	No delivery to UAS

AUGUST

No closures

SEPTEMBER

Monday, September 2nd	Labor Day Holiday	All Libraries Closed – No Deliveries
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OCTOBER

Thursday, October 17th	Alaska Day Holiday	No delivery to ASL, JUN, VAL, DGL
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NOVEMBER

Monday, November 11th	Veteran's Day Holiday	No delivery to ASL, JUN, VAL, DGL
Thursday, November 21st	Thanksgiving Day Holiday	All Libraries Closed – No Deliveries
Friday, November 22nd	Thanksgiving Day Holiday	No Delivery to JUN, VAL, DGL, UAS

DECEMBER

December 24th-31st	Winter Closure	No delivery to UAS until Jan. 2nd
Tuesday, December 25th	Christmas Holiday	All libraries closed—no deliveries

JANUARY

Tuesday, January 1st	New Year's Day Holiday	All Libraries Closed—no deliveries
Monday, January 18th	Martin Luther King Day Holiday	All Libraries Closed—no deliveries

FEBRUARY

Monday, February 18th	President's Day Holiday	No delivery to ASL, JUN, VAL, DGL
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MARCH

Friday, March 12th	Spring Break Holiday	No delivery to UAS
Monday, March 25th	Seward's Day Holiday	No delivery to ASL, JUN, VAL, DGL

APRIL

No Holidays This Month

MAY

Monday, May 31st	Memorial Day Holiday	All Libraries Closed—no deliveries
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JUNE

No Holidays This Month

KEY: ASL - Alaska State Library
UAS - University Library
JUN - Juneau Public Library
DGL - Douglas Public Library
VAL - Mendenhall Valley Library

cc: Robert Barr: JUN - Cathy Turner: JUN -
Katie Fearer: ASL - Jonas Lamb: UAS

SERVICE REQUIREMENTS

Library Courier Schedule

STOPS

6:00 am	Pick-up and deliver: Mendenhall Valley Public Library. Pick-up for and delivery from: Juneau Public Library, Douglas Public Library, Alaska State Library, and William A. Egan Library.
6:30 am	Pick-up and deliver: Juneau Public Library. Pick-up for and deliver from: Douglas Public Library, Alaska State Library, William A. Egan Library, and Mendenhall Valley Public Library.
6:50 am	Pick-up and deliver: Douglas Public Library. Pick-up for and deliver from: Alaska State Library, Juneau Public Library, William A. Egan Library, and Mendenhall Valley Public Library.
7:30 am	Pick-up and deliver: Alaska State Library. Pick-up for and deliver from: Juneau Public Library, William A. Egan Library, Mendenhall Valley Public Library, and Douglas Public Library.
7:45 am	Deliver to: Juneau Public Library. Pick-up for and deliver from: William A. Egan Library, Mendenhall Valley Public Library, Douglas Library, and Alaska State Library.
8:00 am	Pick-up and deliver: William A. Egan Library. Pick-up for and deliver from: Mendenhall Valley Public Library, Juneau Public Library, Douglas Public Library, and Alaska State Library.
8:30 am	Pick-up and deliver: Mendenhall Valley Public Library. Pick-up for and deliver from: Juneau Public Library, Douglas Public Library, Alaska State Library, and William A. Egan Library.
Variable	Deliver to: Friends of the Library (FOL). Delivery for this stop may occur any time during the business hours of FOL, 10:00 am to 7:00 pm.

EVALUATION AND AWARD

1. GENERAL

University of Alaska Southeast (UAS) shall award a contract resulting from this RFP to the low, responsive and responsible Offeror whose proposal, conforming to the RFP requirements, is determined to be technically acceptable. UAS intends to evaluate proposals and make award without discussions with Offerors. However, UAS reserves the right to conduct discussions if the Procurement Officer later determines them to be necessary.

All proposals shall be subjected to an evaluation process consisting of a preliminary evaluation of administrative compliance followed by a secondary, technical evaluation of proposal content. The administrative evaluation will be performed by UAS Procurement Services. The technical evaluation will be performed by a committee of qualified UAS personnel consisting of members of the UA System Finance Office.

During the evaluation process, the Proposal Evaluation Committee reserves the right, where it may serve the University's best interests, to request additional information or clarifications from Offerors, or to allow corrections of errors or omissions.

2. ADMINISTRATIVE EVALUATION

UAS Procurement Services will perform an evaluation of administrative responsiveness to determine if Offerors have complied with the proposal requirements. These include:

- The proposal was received on time.
- The proper number of copies of the proposal were received, one (1) original and two (2) signed copies.
- Statement of Compliance, Proposal Transmittal Form, Representations, Certifications and Statements of Bidders/Offerors, Alaska Business License, and other required submissions, as specified in the checklist were included, complete, and in the format specified.
- One (1) Rate Response Form was included and complete, submitted in a sealed envelope, with the following information clearly marked on the outside: Offering firm's name, the RFP Number, "CONFIDENTIAL, RATE RESPONSE FORM". (Rate information should not be included in any other part of the proposal package.)
- Proposal forms were properly signed.
- No material alterations or erasures were included unless initialed by signer of proposal.
- Proposal was submitted in the requested format.

Proposals failing to comply with the above requirements may be declared non-responsive and eliminated from further consideration.

3. TECHNICAL EVALUATION

All proposals meeting the administrative requirements of the RFP will then be forwarded to the technical evaluation committee and subjected to a technical evaluation using past performance as the basis for evaluation. All Offeror's must submit with their proposals the Past Performance Information Sheet on Page 24 of the RFP. On this form, the Offeror should list all contracts of a similar size and scope which it has performed in the past three-year period, including any contracts which were terminated for cause or for other reasons. Failure to list all contracts during this period of time may cause the proposal to be rejected as non-responsive. Offerors may use additional sheets if necessary.

The evaluation committee will check references by contacting the customer contact provided and will determine technical acceptability based on the content and quality of the past performance information.

"Lowest Price Technically Acceptable" refers to the proposal which offers the best price to UAS after the minimum technical requirements have been met. All proposals will be evaluated during this phase using a "pass/fail" decision rule. There will be no comparative assessments. Proposals that are determined not to be technically acceptable will not be considered for award.

EVALUATION AND AWARD

4. PRICE EVALUATION

All proposals determined to be technically acceptable will then be evaluated for award based on price. UAS Procurement Services will perform price evaluation based upon the Price per stop submitted by each Offeror on the Rate Response Form. The technically acceptable proposal offering the lowest price, determined to be fair and reasonable, will be awarded a contract.

UAS reserves the right to reject any proposal offering what is determined to be an unreasonably low price. In such a case the Offeror may be required to confirm or withdraw their proposal. Price adjustments for future services if any will be allowed only to the extent they can be documented by the successful Offeror to be the result of changes that affect the cost or performance of these services. Any claims from the Offeror for price adjustments must be made in writing with supporting documentation.

PAST PERFORMANCE INFORMATION SHEET

Offerors are required to provide specific information regarding their most recent past and present performance information (within the past three years.) This shall include all contracts; of a size and scope similar to the requirements outlined herein, performed by the Offeror within that period of time, including any and all contracts which were terminated, whether for cause or for other reasons. If necessary, please attach additional pages to this form. Failure to supply information pertaining to a relevant contract as required will cause the Offeror's proposal to be rejected as non-responsive.

1. Name of Customer: _____

Contact: _____ Phone/Fax Number: _____

Address: _____

Description of Services: _____

2. Name of Customer: _____

Contact: _____ Phone/Fax Number: _____

Address: _____

Description of Services: _____

3. Name of Customer: _____

Contact: _____ Phone/Fax Number: _____

Address: _____

Description of Services: _____

4. Name of Customer: _____

Contact: _____ Phone/Fax Number: _____

Address: _____

Description of Services: _____

CHECKLIST OF REQUIRED INFORMATION

NOTICE TO OFFERORS:

a. An evaluation of administrative responsiveness will be performed to ensure compliance with the proposal submittal requirements of the RFP to determine the following:

1. The proposal was received on time.
2. The correct number of copies was submitted. (One original and two signed copies)
3. The proposal was submitted in the correct format.
4. The proposal forms were properly signed.
5. All other necessary forms were included.
6. All material alternations or erasures, if any, were initialed.

b. To assist you in returning all of the needed information, the list below has been prepared for your use. Please submit the following with your proposal:

1. Rate Response Form (**Page 26**)
2. Proposal Transmittal Form (**Page 27**)
3. Statement of Compliance Form (**Page 28**)
4. Representation, Certifications and Statements of Bidders/Offerors (**Pages 29-35**)

c. In addition to the above required items, Offerors are required to submit the Past Performance Information Sheet provided herein (**Page 24**).

RATE RESPONSE FORM

LIBRARY PARCEL PICKUP AND DELIVERY SERVICES

This form is to be returned with the Offeror's proposal.

Note: E-mailed, faxed, or telegraphed proposals, or proposals submitted by other electronic means are not acceptable and shall be rejected as non-responsive unless otherwise stated elsewhere in this solicitation.

Offerors must complete this Rate Response Form and submit it with their proposal in a **separate sealed envelope** clearly marked with the RFP number.

Item	Estimated Quantity/Unit	Description	Unit Price	Total Annual Price
1)	2019 Stops	Cost indicated will be a flat rate per stop	\$ _____	\$ _____

A stop is defined as the delivery of bags from any one/all of the libraries listed to any one of the other libraries and the pickup of bags from that library marked for delivery to the other libraries. For the Friends of the Library Bookstore, a stop is defined as the delivery of bags from any one/all of the libraries.

PROPOSAL TRANSMITTAL FORM

*****This form is to be returned with the Offeror's proposal.*****

Firm Name: _____

Address: _____

Telephone: () _____

Fax: () _____

E-mail: _____

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

DEFINITION OF SMALL BUSINESS CONCERN applicable to this solicitation:

North American Industry Classification System (NAICS) Category 492110 – Courier Services (i.e., intercity network)

In order to qualify as a small business concern for this solicitation, the total annual revenues must not exceed \$6,000,000.

Certification:

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. UAS 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: _____ Date: _____

Name: _____ (please print)

Title: _____ (please print)

STATEMENT OF COMPLIANCE FORM

*****This form is to be returned with the Offeror’s proposal.*****

I hereby acknowledge receipt of UAS Request for Proposal (RFP) No. 19P001J and certify that this proposal conforms to the requirements of the RFP except as noted below: (If none, write “NONE”). Any exception to a term, condition, or specification which is not listed on the RFP Statement of Compliance Form may NOT be accepted as part of an offer or incorporated into any resultant contract award.

Firm Name

Authorized Signature

Date

Title

REPRESENTATIONS, CERTIFICATIONS AND STATEMENT OF BIDDERS/OFFERORS**1. TYPE OF BUSINESS ORGANIZATION**

The Bidder/Offeror, by checking the applicable box, represents that--

a. The Bidder/Offeror is not a foreign entity and operates as

- ☐ a corporation incorporated under the laws of the State of _____,
- ☐ an individual,
- ☐ a partnership,
- ☐ a nonprofit organization, or
- ☐ a joint venture.

b. The Bidder/Offeror is a foreign entity and 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 Bidder/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

If not independently owned and operated, the full name and address of the Bidder/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 a Bidder/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 Bidder/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 Bidder/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 Bidder/Offeror to furnish the information may result in a 20 percent reduction of payments otherwise due under the contract.

REPRESENTATIONS, CERTIFICATIONS AND STATEMENT OF BIDDERS/OFFERORS**c. Taxpayer Identification Number (TIN) of Bidder/Offendor:**

(Bidder/Offendor 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: _____

☐ Offendor 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.

☐ Offendor is an agency or instrumentality of a state or local government.

☐ Other. Explain basis _____

d. Corporate Status of Bidder/Offendor:

(Bidder/Offendor 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 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a)

e. Common Parent:

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

☐ Bidder/Offendor is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

Name and TIN of Bidder/Offendor's common parent:

Name _____

TIN _____

f. If the Bidder/Offendor is a Joint Venture, the Bidder/Offendor 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. Bidder/Offendor shall specify here the names and full addresses of the entities which make up the joint venture, if applicable.

Joint Venture consists of:

(Bidder/Offendor must list name and address of all entities)

(Attach additional sheet(s) if necessary.)

4. CONTINGENT FEE REPRESENTATION AND AGREEMENT

(Note: The Offendor 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.)

REPRESENTATIONS, CERTIFICATIONS AND STATEMENT OF BIDDERS/OFFERORS

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

() has, () has not employed or retained any person or company to solicit or obtain this contract; and

() 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.

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:

A complete Standard Form 119, Statement of Contingent or Other Fees, (SF 119); or

A signed statement indicating 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 120 calendar days (unless a different period is inserted by the Offeror) 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 or quoter 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/Borough, State, Zip Code)

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

REPRESENTATIONS, CERTIFICATIONS AND STATEMENT OF BIDDERS/OFFERORS**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, which 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, mean U.S. citizens who are American Indian, Eskimo, Aleut, or native Hawaiian.

"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:

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

REPRESENTATIONS, CERTIFICATIONS AND STATEMENT OF BIDDERS/OFFERORS

It () has () has not, filed all required compliance reports; and

Representations indicating submission of required compliance reports, by proposed subcontractors, will be obtained before subcontract awards.

12. CERTIFICATION OF NONSEGREGATED 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 Bidder/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 Bidder/Offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

c. The Bidder/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).

**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

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.

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.

REPRESENTATIONS, CERTIFICATIONS AND STATEMENT OF BIDDERS/OFFERORS

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

15. ANTI-KICKBACK PROVISIONS

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.

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 Bidder/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 Bidder/Offeror agrees to include this provision in all subcontracts.

17. ASSURANCE OF FEDERAL COMPLIANCE BY THE CONTRACTOR

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

By submitting this offer, a Bidder/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 ANTICOMPETITIVE PRACTICES

By submitting this offer, the Bidder/Offeror certifies that its prices were independently arrived at and without collusion. Penalties for participation in anticompetitive 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.

19. PENALTY FOR FALSE STATEMENTS

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.

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 a bid/offer, the Bidder/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 bid/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 Bidder/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

REPRESENTATIONS, CERTIFICATIONS AND STATEMENT OF BIDDERS/OFFERORS

Bidder/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. BIDDER AND PRODUCT PREFERENCE ENTITLEMENT

a. The bidder/Offeror certifies that it is entitled to the procurement preferences indicated below. Bidder/Offeror shall list the items to which each product preference applies in the blank spaces following each indicated product preference:

1. Bidder Preference

() 5% Alaska Bidder Preference (AS 36.30.170)

() 10% Alaska Employment Program Preference (AS 36.30.170(c))

2. Product Preference

() 3% Class I Alaska Product Preference, (AS 36.30.332)

Items: _____

() 5% Class II Alaska Product Preference, (AS 36.30.332)

Items: _____

() 7% Class III Alaska Product Preference, (AS 36.30.332)

Items: _____

() 5% Recycled Product Preference, (AS 36.30.339)

Items: _____

b. The bidder/Offeror represents that it is entitled to claim said preferences in accordance with the provisions of Alaska Statute 36.30 State Procurement Code. (Also see INSTRUCTIONS TO OFFERORS.)

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

23. BIDDER/OFFEROR CERTIFICATION AND REPRESENTATION SIGNATURE

By signing below, the Bidder/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 bid/offer.

AUTHORIZED SIGNATURE: _____ **Date:** _____

BIDDER/OFFEROR: _____
(Type or Print Company Name and Address of Bidder/Offeror)