



## Procurement & Contract Services

### Request for Proposals No. 21P0043JH

### **University of Alaska (UA) Public Awareness Campaign**

The University of Alaska (UA) is soliciting proposals from qualified Offerors to provide the University with support for a public awareness campaign as specified herein.

<b><u>DELIVERY OF PROPOSALS</u></b> UA Procurement & Contract Services Via the BONFIRE Portal Per instructions on page 31 <a href="https://uaa.bonfirehub.com/opportunities/38202">https://uaa.bonfirehub.com/opportunities/38202</a>	<b><u>SUBMITTAL DEADLINE</u></b> Proposals <u>must</u> be received no later than: <b>February 25, 2021</b> <b>5:00 PM Alaska Standard Time (AKST)</b>
<b><u>DEADLINE FOR SUBMISSION OF QUESTIONS:</u></b> <b>February 22, 2021</b>	<b><u>RFP ISSUE DATE:</u></b> <b>February 4, 2021</b>

**NOTE:** Faxed submittals, or those submitted by any means other than described herein, **will not be accepted**, and will be rejected as non-responsive.

### **NOTICE TO OFFERORS**

#### **POINT OF CONTACT FOR RFP INQUIRIES:**

John A. Hebard, C.P.M.  
Chief Procurement Officer  
Email: [jahebard@alaska.edu](mailto:jahebard@alaska.edu)  
Telephone: ( 907) 474-6831

The person listed above is the only point of contact for any inquiries regarding any aspect of this RFP or its requirements. Offerors who seek or receive information regarding this solicitation from any other University official may be declared non-responsive and removed from further consideration. This procurement is exempt from formal competitive processes under University of Alaska Procurement Policy and Regulation 13.1(a)(17).

### **AVAILABILITY OF FUNDING**

Any contract resulting from this solicitation will only be issued subject to the availability of funding. The funding source ☒ allows or ☐ does not allow application of Alaska preference laws.

### **PROCUREMENT OFFICER**

DocuSigned by:

*John Hebard*

D4EB1237801044B...

John A Hebard, C.P.M.  
Chief Procurement Officer

## Website Support for ASF DAAC

### TABLE OF CONTENTS

	page
Cover Page .....	1
Table of Contents .....	2-3
<b>I INTRODUCTION &amp; RFP INFORMATION</b>	
A. Purpose of Solicitation.....	4
B. Anticipated Schedule for Contract Award.....	4
C. General Information .....	4-5
D. Faxed Proposals Shall <u>Not</u> be Accepted.....	5
E. Basis of Award .....	5
F. Period of Performance .....	5
F. Inquiries/Questions .....	5-6
G. Period for Acceptance of Proposals.....	6
H. Pre-Proposal Conference .....	6
I. Clarifications and Discussions.....	6
J. Contract Type .....	6
K. Pricing.....	6
L. Payments.....	6
M. Subcontracting .....	6
N. Descriptive Literature .....	7
O. Offeror Authorized to Bind the Manufacturer.....	7
P. Alaska Business License .....	7
<b>II INSTRUCTIONS TO OFFERORS</b>	
1. General Requirements .....	8
2. Pre-Proposal Conference .....	8
3. Modification or Withdrawal of Proposals .....	8
4. Questions and Explanations Regarding the RFP or Proposals .....	8-9
5. Errors and Ambiguities.....	9
6. Anticompetitive Practices.....	9
7. Subcontracting .....	9
8. Solicitation and Responsiveness of Offerors .....	9
9. Selection for Award or Rejection of Proposals .....	10
10. Responsible Prospective Contractors .....	10
11. Certified Cost or Pricing Data .....	11
12. Public Information.....	11
13. Notice of Intent to Award.....	11
14. Protest .....	11-12
15. Authority.....	12
16. No Bid/Proposal Response .....	12
17. Discounts for Prompt Payment.....	12
18. Descriptive Literature .....	12
19. Brand Name or Equal Specifications.....	12-13
20. Testing and Samples .....	13
21. Alaska Business License .....	13
22. Alaska Bidder Preference .....	13-14
23. Additional Bidder Preference Entitlement.....	14

# PROCUREMENT & CONTRACT SERVICES REQUEST FOR PROPOSALS NO. 21P0043JH



24. Alaska Product Preferences .....	14-15
25. Use of Local Forest Products.....	15
26. Preference for Recycled Products.....	15

## **III SCOPE, PROPOSAL REQUIREMENTS, AND RATE FORM**

1. Scope of Work .....	16
2. Proposal Requirements (Technical Proposal).....	16-17
3. Proposal Requirements (Rate Proposal) .....	18
4. Rate Form .....	18

## **IV EVALUATION AND AWARD**

1. Preliminary Administrative Evaluation .....	19
2. Technical Evaluation .....	19-20
3. Scoring Methodology .....	20-21
4. Best and Final Offer .....	21

## **V REQUIRED PROPOSAL SUBMITTALS**

1. Checklist of Required Submittals .....	22-23
2. Proposal Transmittal Form .....	24
3. Statement of Compliance Form .....	25
4. Representations, Certifications & Statements of Offerors.....	26-31

## **VI ATTACHMENTS**

1. Sample Professional Services Contract .....	32-34
2. Sample Professional Services Contract General Provisions.....	35-42

# PROCUREMENT & CONTRACT SERVICES REQUEST FOR PROPOSALS NO. 21P0043JH



## I. Introduction & RFP Information

### A. Purpose of Solicitation

The University of Alaska (UA) is soliciting proposals from qualified Offerors to provide a UA Public Awareness Campaign as specified herein.

All Offerors submitting proposals are responsible for examining the entire RFP and any supplemental documents. Failure to do so shall be at the Offeror's risk.

Offerors may request an editable version of this RFP (in MS Word format) to facilitate preparation of a proposal. The solicitation is provided in such a format only to assist Offerors to more easily prepare a response to the RFP. The Offeror may not add, delete, or alter any language in this solicitation. In the event that there is any difference between the language contained in the MS Word version of the solicitation and the Adobe PDF version accessed on the BONFIRE portal, the version in the portal shall prevail.

**(Note: The terms offeror(s), vendor(s), and contractor(s) are used interchangeably throughout this solicitation.)**

### B. Anticipated Schedule for Contract Award

This schedule is presented as a rough guideline of the project for informational purposes only. Although it is based upon the best information currently available, UA makes no claims or guarantees as to its accuracy.

Issue Date of RFP .....	February 4, 2021
Deadline for Submission of Questions.....	February 19, 2021
Proposal Submittal Deadline.....	February 25, 2021
Notice of Intent to Award .....	March 11, 2021
Contract Award.....	March 22, 2021

### C. General Information

Offerors must follow all instructions contained in the **Instructions to Offerors**.

To be considered, an Offeror must submit the required information and meet the minimum qualifications outlined herein. Offerors shall submit one (1) electronic proposal (two data files) which **must** be received by UA Procurement & Contract Services via the BONFIRE portal, by the date and time specified on the RFP Cover Page, or as subsequently amended.

As stated in the Instructions to Offerors, any deviations in a proposal from the requirements of this RFP must be fully disclosed in detail on the **Statement of Compliance Form** and submitted with the proposal. Failure by an Offeror to disclose all such information as required may result in that proposal being declared non-responsive and thereby disqualified from further consideration.

In addition to meeting the requirements for technical responsiveness, which include compliance with all RFP requirements, a proposal may not be contingent upon, or subject to, any other contract or agreement, unless required by law, whose terms and conditions may be in conflict with the terms and conditions of the RFP, or whose terms and conditions purport to govern or supersede those of the RFP. Unless specifically allowed, UA will not accept multiple or alternate offers or offers conditioned or contingent upon receiving award of all or a portion of this and/or another contract award. Offers in conflict with the intent of this paragraph will be rejected as non-responsive.

It is UA's intent to evaluate proposals and, if it deems necessary, to schedule oral presentations. Evaluations are expected to be completed soon after the submittal deadline.

# PROCUREMENT & CONTRACT SERVICES REQUEST FOR PROPOSALS NO. 21P0043JH



**This is only a Request for Proposals and is not an offer or order to perform services, and is not a commitment on the part of UA to award a contract.**

## D. Faxed Proposals Shall NOT be Accepted

Proposals **shall not** be ACCEPTED by fax transmission, *or by any means other than as electronic files submitted via the BONFIRE portal before the Submittal Deadline listed on the RFP Cover Page.*

UA reserves the right to reject any or all proposals.

Proposals submitted must arrive so the receipt date of the email is prior to the Submittal Deadline. It is the Offeror's responsibility to ensure that its proposal has arrived on time. Proposals which are late for any reason shall be rejected.

## E. Basis of Award

Pending availability of funding, UA will award a contract resulting from this RFP to the responsive, responsible Offeror whose proposal, conforming to the RFP requirements, provides the best value to the University, price and other factors considered. This methodology permits award of a contract to an Offeror who does not offer the lowest price. Conversely, it also permits award to an Offeror whose proposal does not receive the highest technical score.

## F. Period of Performance

A Contract awarded as a result of this solicitation shall be from the date of award to June 30, 2022. The estimated budget for this period is \$500,000. This amount includes all placement, administrative and out-of-pocket expenses. NOTE: Proposals with a total cost on the RFP Rate Form exceeding \$500,000 may be rejected as non-responsive. The University reserves the right to renew the contract up to two (2) additional one (1) year periods potentially extending the contract to June 30, 2024. This renewal shall be contingent upon satisfactory performance, availability of funding, and the University's continued need of the services under contract. The decision whether to extend the contract rests solely with the University. It is estimated that the budget for the option years will be similar to the base period.

## F. Inquiries/Questions Received Prior to the Deadline for Receipt of Proposals

All questions concerning this RFP shall be addressed by email or submitted via the BONFIRE portal to:

John A. Hebard, C.P.M.  
Chief Procurement Officer  
UA Procurement & Contract Services  
([jahebard@alaska.edu](mailto:jahebard@alaska.edu))

who is the single point of contact for any inquiries regarding this RFP. Offerors' questions and any UA responses will become public records.

Generally, there are two types of questions that arise. The first type typically requires directing the questioner to the specific section of the RFP where the answer may be found. At UA's option, response to this type of question may be given by email over the telephone; such questions and answers are unofficial and in no case shall an oral response to a question affect any aspect of the RFP process.

The second type of question involves clarifying or interpreting parts of the RFP or the intent of the RFP. While UA has no obligation to respond to such questions, this type of question, and any response, will be made in writing. Any written responses conveying material information will be provided to all recipients of the original solicitation. If any oral responses are given, or claimed to have been given, no person may

# PROCUREMENT & CONTRACT SERVICES REQUEST FOR PROPOSALS NO. 21P0043JH



rely upon them and they will not affect any aspect of this RFP process. Offerors who seek or receive information regarding this solicitation from any UA or other University of Alaska official other than the individual listed above may be declared non-responsive and removed from further consideration.

**Note: Prospective Offerors are encouraged to submit questions or requests for clarification.**

## G. Period for Acceptance of Proposals

Except as otherwise specified in this solicitation, all proposals shall remain valid for a minimum of one hundred twenty (120) days after the Submittal Deadline listed on the RFP Cover Page.

## H. Pre-Proposal Conference

No pre-proposal conference is currently scheduled. However, if UA determines that it would be in its best interest, one may be scheduled at a later date and notice will be given to all interested parties.

## I. Clarifications and Discussions

Proposals will be reviewed by an evaluation committee in accordance with the criteria and methodology described in the Proposal Evaluation and Award section of this RFP. During the review process, UA reserves the right, where it may serve its best interests, to request additional information or clarifications from Offerors and, if it deems additional discussions or information to be useful and/or necessary to the fair and complete evaluation of a proposal, to allow corrections of errors or omissions. At the discretion of the evaluation committee and the responsible Procurement Officer, Offerors may be requested to make oral presentations or Best and Final Offers.

UA reserves the right to make award of a contract without conducting negotiations or discussions with Offerors. However, it reserves the right to conduct discussions with Offerors if the Procurement Officer determines that they may be useful and that they will produce the best outcome for UA.

## J. Contract Type

Any contract awarded as a result of this solicitation will be a firm-fixed price contract based on the hourly rate offered. Prices shall include all costs associated with providing the goods and services described in this solicitation.

## K. Pricing

All prices offered shall be in U.S. Dollars. Prices submitted on the Rate Response Form must include all costs associated with providing the services specified in the RFP.

## L. Payments

UA requires payment terms of Net 30 Days on its contracts. UA may consider different payment terms if requested, but UA does not guarantee, nor does it have any obligation to do so.

## M. Subcontracting

Offerors may use subcontractors to provide services required for contracts awarded as a result of this solicitation. UA reserves the right to approve all subcontractors employed in the performance of the contract(s). All subcontractors and their employees shall be held to, and must meet the same standards and requirements of the Contractor and the contract specification. If subcontractors are proposed, the Offeror shall provide the subcontractor's qualifications for evaluation as part of the proposal.

## N. Descriptive Literature

It is recommended that all offers be accompanied by descriptive literature which details the item(s) offered sufficiently to ensure compliance with the specifications outlined herein. Failure to supply this documentation may cause the offer to be declared non-responsive.

## O. Offeror Authorized to Bind the Manufacturer

An Offeror shall be an original equipment manufacturer (OEM), or an authorized distributor or regular dealer of the manufacturer with legal authority to bind the manufacturer to the terms and conditions of this RFP. The Offeror shall be an agent of the manufacturer with authority to make UA the first owner of record of the items solicited herein, and the first holder of the Manufacturer's warranty. Substitute warranties, or warranties provided by other than the OEM, are not acceptable, unless otherwise provided for in this solicitation. Offerors must be able to provide, if requested by UA, written verification from the OEM that this legally binding relationship existed at the time the proposal was submitted. Offerors not in compliance with this section shall be considered non-responsive.

## P. Alaska Business License

1. The Offeror shall have a valid Alaska business license at the time a contract is awarded.
2. To qualify as an Alaska bidder under AS 36.30.321, an Offeror shall have a valid Alaska business license at the time designated in the RFP as the Submittal Deadline for proposals.

## II. Instructions to Offerors

### 1. General Requirements

Offerors should read this solicitation carefully and review all instructions contained herein. Incomplete or incorrect proposals may be rejected as not conforming to the essential requirements of the Request for Proposals (RFP). Any deviations in a proposal from RFP requirements must be fully disclosed in detail on the 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.

- a. Late proposals will not be considered and will be returned to the proposer unopened. A proposal is late if it is not delivered to the University of Alaska proposal depository office at or before the time specified herein as the deadline for receipt of proposals.
- b. Proposal submittals must show full firm name and address of the offeror.
- c. All material submitted as part of a proposal will become the property of the University for use at its discretion.
- d. 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.
- e. 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.
- f. The PROPOSAL TRANSMITTAL FORM from this RFP shall be submitted as the cover sheet of each proposal.

### 2. Pre-proposal Conference

A pre-proposal conference, if required, will be held at the time and place specified on the RFP Cover Page for purposes of detailed discussion of this RFP 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 UA Procurement & Contract Services by telephoning the number shown on the Cover Page. All prospective offerors are encouraged to attend or otherwise participate in this conference, if such a conference is held.

### 3. Modification or Withdrawal of Proposals

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.

### 4. 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 RFP Cover Page. Alternatively, questions may be telefaxed to the University of Alaska at the telefax number shown on the Cover Page. All inquiries must include the RFP number.



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

## 5. 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 RFP Cover Page 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.

## 6. 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.

## 7. Subcontracting

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.

## 8. Solicitation and Responsiveness of Offerors

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.

## 9. 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 University will award a contract resulting from this solicitation to the responsible Offeror whose proposal, conforming to the solicitation, will be most advantageous to the University, cost or price and other factors, specified elsewhere in this solicitation considered.
- c. The University 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 University may award a contract on the basis of initial proposals received, without discussions. Therefore, each initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint.
- e. Discussions or negotiations may be conducted with all Offerors in the competitive range. If "Best and Final" offers are requested, they will be evaluated against the same criteria as were the initial proposals.
- f. This solicitation does not obligate the University to pay any cost incurred in the preparation or submission of such proposals, or to contract for service.
- g. Any contract awarded as a result of this solicitation will incorporate the contents of this RFP and the successful Offeror's proposal. The successful offeror(s) will be required to execute such a written contract and comply with its terms.

## 10. 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 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.

## 11. 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 University that are part of the proposal."

## 12. 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.

## 13. 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).

## 14. 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 UA Procurement & Contract Services, at the address listed on the RFP Cover Page, 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 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 UA Procurement & Contract Services at the address listed on the RFP Cover Page 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 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

- i. The name, address and telephone number of the protester.
- ii. The signature of the protester, or the protester's representative.
- iii. Identification of the contracting agency and the solicitation at issue.

# PROCUREMENT & CONTRACT SERVICES REQUEST FOR PROPOSALS NO. 21P0043JH



- iv. A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents.
- v. The form of relief requested.

d. UA 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 UA'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 UA Procurement Policy & Due Process Officer not later than ten (10) days after the decision is received by the protester. The decision of the UA Procurement Policy & Due Process Officer will be issued within fifteen (15) days after completion of the appeal report and comment period as prescribed by AS 36.30.

## 15. 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.

## 16. 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.

## 17. 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.

## 18. Descriptive Literature

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

## 19. 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.

# PROCUREMENT & CONTRACT SERVICES REQUEST FOR PROPOSALS NO. 21P0043JH



- 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.

## 20. 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

## 21. Alaska Business License

The Offeror shall have a valid Alaska business license at the time the contract is awarded. To qualify as an Alaska bidder under AS 36.30.321, and Offeror shall have a valid Alaska business license at the time designated, in the RFP, as the deadline for submitting proposals. Acceptable evidence that the Offeror possesses a valid Alaska business license may include any one of the following:

- a. Certification in 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.

## 22. Alaska Bidder Preference

In accordance with UA Procurement Policy 6.23(c)(1), the procurement officer shall award a contract based on solicited offers to the responsive and responsible Offeror either earning the greatest number of evaluation points, or providing the best value, after an Alaska bidders preference of five percent (5%) has been applied to the price offer of each qualified Alaska Offeror.

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 of the state;

(5) if a joint venture, is composed entirely of ventures that qualify under (1) – (4) of this provision.

## 23. Additional Bidder Preference Entitlement

In accordance with AS 36.30.321(a) through (g), 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 36.30.321(b) and (e), 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 36.30.321(d) and (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.
- 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 2014 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 AS 36.30.321(d).
- e. If a Bidder or Offeror qualifies as an Alaska bidder and is a qualifying entity, a five percent preference shall be applied to the price in the bid or proposal. The preference may not exceed \$5,000. In this subsection,
  - (1) "Alaska veteran" means an individual who is both a resident of the state and a veteran;
  - (2) "qualifying entity" means a
    - (A) sole proprietorship owned by an Alaska veteran;
    - (B) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;
    - (C) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or
    - (D) corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans;
  - (3) "veteran" means an individual who
    - (A) served in the
      - (i) armed forces of the United States, including a reserve unit of the United States armed forces; or
      - (ii) Alaska Territorial Guard, the Alaska Army National Guard, the Alaska Air National Guard, or the Alaska Naval Militia; and
    - (B) was separated from service under a condition that was not dishonorable.

## 24. 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



# PROCUREMENT & CONTRACT SERVICES REQUEST FOR PROPOSALS NO. 21P0043JH



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 are:
  - (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.

## 25. 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.

## 26. 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.

## III. Scope, Proposal Requirements, and Rate Form

### **SCOPE OF WORK:**

The successful firm [contractor] will work with the UA System Office of University Relations to develop a public awareness campaign including an initial statewide poll to determine public opinion to help determine the level of broad-based support for the university and to test possible messaging. Once the poll is completed, the campaign will rely on its results to develop an overall theme, messaging, outreach strategies, and to proactively promote the university system.

The messaging and tactics developed under this contract shall communicate the importance of the university system to the State of Alaska, the successes of each university in the system, with an overall focus on growing enrollment at each university and integrating with the UA Foundation's themes and messaging in promotion of its philanthropic campaign.

#### **Campaign Approach:**

- The successful contractor will provide conceptual strategies for the campaign's overall strategic approach, theme and messaging. The successful campaign concept will take into consideration the following:
  - Building community support for the University
  - Promoting the university's role in leading the state's economic recovery
  - Incorporating efforts to increase student enrollment
  - Coordinating with other ongoing campaigns including the teacher education and industry sector report campaigns
  - Integration with the UA Foundation's work to promote philanthropic giving

#### **Specific Deliverables Include:**

- Develop and conduct an annual statewide public opinion poll to test public opinion and possible campaign messaging. The university will own the poll instrument in order to update/conduct future polls as needed;
- Develop strategies for communicating messages including promoting each university's enrollment strategies as a key component;
- Integrate strategies and tactics with the UA Foundation on all advocacy efforts;
- Amplify specific storytelling about alums of the University and their career successes;
- Recommend speaking events with community organizations and influencer groups;
- Develop a coalition with co-leaders and assist with the development of community support;
- Coordinate with other state marketing efforts [tourism, seafood marketing, etc.] to leverage messaging
- Develop major special opportunities that exemplify the university's work to educate Alaskans; and,
- Develop outreach activities/messaging that can be implemented by supporters.

### **Proposal Requirements (Technical Proposal)**

Provide your proposal following the format, and in the order, listed below. Include page numbers and a table of contents. These items, along with the Proposal Transmittal Form, Statement of Compliance Form and the Representations, Certifications, and Statements of Offerors shall comprise your technical offer.

#### **1. Proposal Transmittal Form:**

The Proposal Transmittal Form must be signed by a company officer empowered to bind the company to the terms of this Request, and should be cover page of your submittal.



# PROCUREMENT & CONTRACT SERVICES REQUEST FOR PROPOSALS NO. 21P0043JH



## 2. Concept Paper:

Provide a brief (no more than five pages) concept paper that illustrates your firm's vision for how this campaign would be developed and implemented. Be specific about which groups (public, legislature, students, alumni, donors) will be the focal point of each element of the campaign.

## 3. Estimated Schedule:

Provide a flowchart or timeline showing your estimated schedule for when each element of the campaign would be implemented after contract award.

## 4. Proposer's Project Experience and Qualifications:

Provide a brief description of your firm including key team members and their roles in this campaign. Identify the team leader who will be the main University contact for the campaign, and please confirm that this person will dedicate the majority of his/her time to this effort through its conclusion. Provide names and a brief bio on team member who will perform work on this contract. At a minimum, include individuals with responsibility for client relations, contract management and/or project management. It is understood that some individuals may serve multiple functions. Provide an org chart that identifies the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverables. Also identify and joint venture partners or subcontractors (if applicable) who will be part of your team for this contract. Provide a summary of how you believe your team meets the requirements of this solicitation. Explain how your agency's experience is relevant to this contract. Identify unique experience or qualifications beneficial to this work.

## 5. Past Performance:

Provide the names of at least three (3) customers for whom you have provided services similar to those sought by the University. Higher education clients are preferred but not required. Provide firm name, contact name, contact phone number and email address for each reference.

## 6. Statement of Compliance Form

## 7. Representations Certifications, and Statements of Offerors

# PROCUREMENT & CONTRACT SERVICES REQUEST FOR PROPOSALS NO. 21P0043JH



## **Proposal Requirements (Rate Proposal)**

The RFP Rate Form and detailed quote shall comprise the rate offer. NOTE: Proposals with a total cost on the RFP Rate Form exceeding \$500,000 for the period encompassing the date of contract award to June 30, 2022 may be rejected as non-responsive. The rate offered shall include all expenses such as travel, polling, collateral development, advertising, telephone, courier/overnight mail or postage charges that will be required during the initial contact period. In addition to the total cost on the rate form, the rate proposal must include a detailed quotation with fixed hourly rates for all key personnel, the percentage of time each key staff member will spend on this work, and any other administrative costs which will be billed. Also provide an estimated contract amount for the out buys anticipated for this project. The rates offered on the detailed quotation shall be the contract rates for the option years if taken by the University.

## RFP Rate Form

Services	Total
University of Alaska Public Awareness Campaign from the date of contract award to June 30, 2022	\$

## IV. RFP Evaluation and Award

UA will award a contract, resulting from this RFP, to the responsive, responsible Offeror whose proposal, conforming to the RFP requirements, provides the best value to the University, price and other factors considered. This methodology permits award of a contract to an Offeror who does not offer the lowest price. Conversely, it also permits award to an Offeror whose technical proposal does not receive the highest rating.

### 1. Preliminary Administrative Evaluation

Prior to review by the evaluation committee, all proposals will be evaluated to determine if they are responsive to the administrative and submittal requirements of the RFP as to form, format, and substance. This administrative evaluation, performed by the responsible Procurement Officer, will determine that:

1. The proposal was received prior to the deadline.
2. The proposal was submitted in the correct format(s).
3. The correct proposal forms were properly completed, signed and dated, and submitted.
4. Any other necessary forms are included.
5. All material alterations or erasures to any forms, if any, were initialed by the signer of the proposal, and noted on the RFP Statement of Compliance Form.
6. The proposal includes evidence of a current State of Alaska business license, which is required by Alaska Statute at the proposal submittal deadline in order for Alaska preferences to be applied, if applicable.

Proposals failing to comply with all administrative requirements may be declared non-responsive and removed from further consideration.

### 2. Technical Evaluation

Proposals which comply with the preliminary administrative requirements of the RFP will be forwarded to an evaluation committee made up of University employees, and others as may be described herein, to score or rate proposals for technical merit according to the criteria included herein (see below). The committee will serve under the guidance of the Procurement Officer, who serves as chair and ex officio member of the committee.

# PROCUREMENT & CONTRACT SERVICES REQUEST FOR PROPOSALS NO. 21P0043JH



Proposals will be evaluated and scored using the following criteria:

Required	Criteria Table	Weight
<input checked="" type="checkbox"/>	<b>Understanding of Campaign Goals &amp; Proposed Strategic Approach</b>	<b><u>35</u></b>
	Proposals will be evaluated based upon how their concept paper and estimated schedule demonstrate alignment with the University's goals for the campaign	
<input checked="" type="checkbox"/>	<b>Samples of Prior Work</b>	<b><u>25</u></b>
	Proposals will be evaluated based upon how samples of prior work provided show experience with campaigns similar to what is requested by the University. In addition, the aesthetics, vision, demonstrated success of prior campaigns will be evaluated.	
<input checked="" type="checkbox"/>	<b>Experience &amp; Qualifications</b>	<b><u>25</u></b>
	Proposals will be evaluated based upon their qualifications and experience summary including the experience of the key members or subcontractors who would be used for the University's contract.	
<input checked="" type="checkbox"/>	<b>Past Performance</b>	<b><u>15</u></b>
	Proposal will be evaluated based responses provided by references. The University may also contact other known customers of proposers or use experiences of University staff with previous contracts in order to evaluate past performance.	
<b>TOTAL OF ALL WEIGHTS</b>		<b>100</b>

The technical proposal should address all requirements with descriptions of the offeror's capabilities to meet the requirements, with examples. The narrative need not be long, but should be comprehensive. Additional supplementary materials may be included with the technical proposal.

Non-price, technical evaluations of each proposal will be performed independently by each committee member, with no attempt to reach a scoring consensus. The committee may discuss the details and features contained in proposals for the purpose of ensuring there is agreement about what is contained there and/or to clarify parts of an offer which may be unclear.

## 3. Scoring Methodology

**Non-Price:** The individual members of the technical evaluation committee will rate the above criteria for each offeror's technical proposal on a scale of 1 to 10. The scaled rating multiplied by the weight will provide the weighted score for each criterion. The sum of the weighted scores for each proposal will result in a total weighted score from each member of the evaluation committee. The total weighted scores of all evaluators will be summed, then divided by the number of evaluators, to determine an average total weighted technical score for each proposal. A ranking, from highest score to lowest score, of the technical proposals will be made based on the average total weighted technical score for each proposal.

# PROCUREMENT & CONTRACT SERVICES REQUEST FOR PROPOSALS NO. 21P0043JH



For evaluating Past Performance, UA will use information gained from the references the Offeror provides in their proposal. Additionally, UA may use past performance information obtained from a Federal agency automated contractor performance systems and sources other than those identified by the Offeror.

The University provides the above weights to advise the Offeror of the relative importance assigned to the criteria. The scaled scoring is provided as an aid to the evaluators in assigning a tangible expression of their assessment of the Offer relative to each technical criterion and to identify an Offer's deficiencies and weaknesses. Based upon the results of the scoring, the University may seek clarifications from all offerors in the competitive range. The competitive range shall include all offers receiving both a minimum weighted technical score of 500 points (out of a possible 1000 points) AND, at the sole discretion of the Contracting Officer, achieving a technical score high enough to remain under consideration for award when ranked with other offers received. This is not a strict mathematical formula and may not be challenged on that basis except in the case of obvious arithmetic errors.

At the conclusion of the technical evaluation, the Rate Response Forms will be provided to the evaluation team by the Contracting Officer. The evaluation committee will then begin its best value evaluation of proposals in order to make a determination of the Offeror(s) whose proposal offers the overall best value. The committee will follow the procedures outlined below to make its determination of best value.

If the Offeror with the highest technical score is also the Offeror with the lowest price, then this Offeror's proposal represents the best value and the University may award to this Offeror. However, if the Offeror with the highest technical score is not also the Offeror with the lowest price then the evaluation committee will compare proposals in a series of paired comparisons. In comparing two proposals, if one proposal has both a higher technical score and the lower price, then the University will consider that proposal to be a better value. If one proposal has the higher technical score, but a higher price than the other proposal, then the evaluation committee will determine if the difference in the technical proposal is worth the difference in price. If the evaluation committee decides that the better technical proposal is worth the higher price, then the University will consider the Offeror with the better technical proposal and the higher price to be the better overall value. If the University decides that the better technical proposal is not worth the higher price, then the University will consider the Offeror with the lower technical proposal score and the lower price to be the better value. The evaluation committee will continue to make paired comparisons until it has identified the Offeror whose proposal represents the best overall value.

## 4. Best and Final Offer

UA reserves the right to request clarifications and a best and final offer (BAFO) from each Offeror within the competitive range. However, UA also reserves the right to make award of a contract based exclusively on the submitted proposals without seeking a BAFO.

# PROCUREMENT & CONTRACT SERVICES REQUEST FOR PROPOSALS NO. 21P0043JH



## V. Required Proposal Submittals

As outlined in the RFP, proposals will consist of a technical proposal and a price proposal. Offerors must complete all required forms and submit them with the technical proposal, in the order indicated, as an Adobe PDF file. In addition, Offerors must complete the **Rate Response Form(s)** and submit it as a separate clearly marked PDF file with their proposal. Do not include rate information in the technical offer or any other part of your proposal.

### A. Required Submittal Method

The University of Alaska uses Bonfire portal for accepting and evaluating proposals digitally.

Upload your submission using the following link: <https://uaa.bonfirehub.com/opportunities/38202>.

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **Tuesday, February 23, 2021 at 5:00 PM AKST**. We strongly recommend that you give yourself sufficient time and **at least ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.

Note the type and number of files allowed. The maximum upload file size is 1000 MB. Do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

Each item of Requested Information will only be visible after the Closing Time. Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

Please contact Bonfire at [Support@GoBonfire.com](mailto:Support@GoBonfire.com) for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>

### B. Checklist of Required Submittals

By submitting a response to this solicitation, Offeror attests to its understanding, agreement and compliance with all forms and documents indicated below. Any exceptions must be explained on the Statement of Compliance Form. Failure to provide the required completed documents in the manner requested may result in the Offeror's proposal being declared non-responsive.

To be considered for award, proposals must include all required submittals. To assist Offerors in returning all of the required information, the following checklist has been prepared.

#### **Administrative Requirements:**

During the Administrative Evaluation, proposals will be reviewed for compliance with the proposal submittal requirements outlined in the Instructions to Offerors to determine that:

- The proposal was received on time
- The proposal was submitted in the correct format (1 signed original of a Technical Proposal and 1 separate Price Proposal submitted on the Rate Response Form in PDF format)
- The proposal forms were properly signed
- All other necessary forms were included
- All requested narrative and technical documentation were included
- All material alterations or erasures, if any, were initialed
- Proof of Alaska Business License, as may be required

# PROCUREMENT & CONTRACT SERVICES REQUEST FOR PROPOSALS NO. 21P0043JH



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

## **Required Forms:**

The following Required Forms must be submitted with your proposal:

- ☐ A. Checklist of Required Submittals
- ☒ B. Proposal Transmittal Form
- ☒ C. Technical Proposal (including concept paper, project experience and qualifications narrative, and reference information).
- ☒ D. Statement of Compliance Form
- ☒ E. Representations, Certifications and Statements of Offerors
- ☒ F. Rate Form and detailed quote (provided as a separate Adobe PDF file)

# PROCUREMENT & CONTRACT SERVICES REQUEST FOR PROPOSALS NO. 21P0043JH



## B. Proposal Transmittal Form

**Firm Name:** \_\_\_\_\_ **Telephone:** (\_\_\_\_) \_\_\_\_\_

**Address:** \_\_\_\_\_ **FAX:** (\_\_\_\_) \_\_\_\_\_

\_\_\_\_\_ **Email:** \_\_\_\_\_

**Alaska Business License No.** \_\_\_\_\_

The Offeror has made true and accurate representations, certifications, and statements regarding its status and its proposal in the Representations and Certifications by Bidders/Offerors included in this proposal, including representations regarding small business status.

### **NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE:**

The North American Industry Classification System (NAICS) is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy.

<http://www.census.gov/eos/www/naics/>

### **SMALL BUSINESS SIZE STANDARDS:**

To qualify as a small business concern for most SBA programs, small business size standards define the maximum size that a firm, including all of its affiliates, may be. A size standard is usually stated in number of employees or average annual receipts. SBA has established two widely used size standards—500 employees for most manufacturing and mining industries, and \$7 million in average annual receipts for most nonmanufacturing industries. While there are many exceptions, these are the primary size standards by industry. (For more complete information on size standards, see SBA's Small Business Size Regulations ([13 CFR §121](#)) or the ([Table of Small Business Size Standards](#))).

**North American Industry Classification System (NAICS) Code:** 541810  
**NAICS Classification Name:**  
Advertising Agencies

In order to qualify as a small business for this solicitation, the gross receipts of the company and its affiliates during the preceding twelve (12) month period must not exceed \$16.5 million.

### **Certification:**

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

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name:** \_\_\_\_\_  
(please print)

**Title:** \_\_\_\_\_  
(please print)



# PROCUREMENT & CONTRACT SERVICES REQUEST FOR PROPOSALS NO. 21P0043JH



## C. Statement of Compliance Form

I hereby acknowledge receipt of University of Alaska Fairbanks Request for Proposals (RFP) No. 21P0043JH, and certify that this proposal conforms to the requirements of the RFP except as noted below. (If none, write "NONE".) List specific exceptions, if any, below by page, paragraph, and line references. Attach additional pages as necessary. **Do not submit Offeror's terms and conditions as blanket replacement of terms and conditions in these Proposal Documents.**

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

# PROCUREMENT & CONTRACT SERVICES REQUEST FOR PROPOSALS NO. 21P0043JH



## E. Representations, Certifications & Statements of Offerors

### 1. TYPE OF BUSINESS ORGANIZATION

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

(a) It operates as

- ☐ a corporation incorporated under the laws of the State of \_\_\_\_\_
- ☐ an individual,
- ☐ a partnership,
- ☐ a nonprofit organization, or
- ☐ a joint venture; or

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

- ☐ a corporation registered for business in the Country of \_\_\_\_\_
- ☐ an individual,
- ☐ a partnership,
- ☐ a nonprofit organization,
- ☐ or a joint venture.

### 2. PARENT COMPANY INFORMATION

The 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; and 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.

# PROCUREMENT & CONTRACT SERVICES REQUEST FOR PROPOSALS NO. 21P0043JH



(c) Taxpayer Identification Number (TIN) of Bidder/Offoror:

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

☐ TIN: \_\_\_\_\_

☐ TIN has not been applied for.

☐ TIN is not required because: \_\_\_\_\_  
\_\_\_\_\_

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the US.

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

☐ Other. Explain basis \_\_\_\_\_  
\_\_\_\_\_

(d) Corporate Status of Bidder/Offoror:

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

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

☐ Name and TIN of Bidder/Offoror's common parent:

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

TIN: \_\_\_\_\_

(f) If the Bidder/Offoror is a Joint Venture, the Bidder/Offoror 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 venturer to which it applies. Bidder/Offoror shall specify here the names and full addresses of the entities which make up the joint venture, if applicable.

☐ Joint Venture consists of:  
(Bidder/Offoror must list name and address of all entities)  
(Attach additional sheet(s) if necessary.)

#### 4. CONTINGENT FEE REPRESENTATION AND AGREEMENT

(Note: The offeror must check the appropriate boxes. For interpretation of the representation, including the term "bona fide employee," see Subpart 3.4 of the Federal Acquisition Regulations.)

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

# PROCUREMENT & CONTRACT SERVICES REQUEST FOR PROPOSALS NO. 21P0043JH



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

(b) Agreement. The offeror agrees to provide information relating to the above Representation as requested by the University, particularly when subparagraph (a) (1) or (a) (2) is answered affirmatively.

## 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, 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 180 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, Name and Address of Owner and Operator  
County, State, Zip Code) of the Plant or Facility if other than Offeror

## 8. SMALL BUSINESS CONCERN REPRESENTATION

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

## 9. SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION

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

(b) Definitions.

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

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

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

"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

# PROCUREMENT & CONTRACT SERVICES REQUEST FOR PROPOSALS NO. 21P0043JH



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 U.S. Small Business Administration under 13 CFR 124.1.

## **10. WOMAN-OWNED SMALL BUSINESS REPRESENTATION**

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

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

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

## **11. PREVIOUS CONTRACTS AND COMPLIANCE REPORTS**

The Contractor represents that:

(a) It ( ) has ( ) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation the clause originally contained in Section 310 of Federal Executive Order No. 10925, or the clause contained in Section 201 of Federal Executive Order No. 1114

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

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

## **12. CERTIFICATION OF 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 Nonsegregated 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

# PROCUREMENT & CONTRACT SERVICES REQUEST FOR PROPOSALS NO. 21P0043JH



12549, the Government-Wide Common Rule for Non-Procurement Debarment and Suspension, and Federal Acquisition Regulations (FAR), 48 CFR Subpart 9.4.

## **14. CLEAN AIR AND WATER CERTIFICATION**

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

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

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

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

## **15. ANTI-KICKBACK PROVISIONS**

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

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

## **16. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION**

By submitting this offer, the Bidder/Offeree 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/Offeree agrees to include this provision in all subcontracts.

## **17. ASSURANCE OF FEDERAL COMPLIANCE BY THE CONTRACTOR**

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

By submitting this offer, a Bidder/Offeree 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/Offeree 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**

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

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

## **20. CERTIFICATION OF PROCUREMENT INTEGRITY**

By submitting its bid/offer, the Bidder/Offeree 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/Offeree 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 Bidder/Offeree 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/OFFEROR CERTIFICATION AND REPRESENTATION SIGNATURE**

# PROCUREMENT & CONTRACT SERVICES REQUEST FOR PROPOSALS NO. 21P0043JH



(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 36.30.321(a))
- ☐ 15% Alaska Employment Program Preference (AS 36.30.321(b))
- ☐ 5% Alaska Domestic Insurer Preference (AS 36.30.321(c))
- ☐ 10% Disability Preference (AS 36.30.321(d))
- ☐ 5% (NTE \$5,000) Alaska Veteran Preference (AS 36.30.321(f))

(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 BIDDERS.)

(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)

## VI. Sample Professional Services Contract and General Provisions

### PROFESSIONAL SERVICES CONTRACT

between

and

UNIVERSITY OF ALASKA

Procurement & Contract Services

P.O. Box 757940

Fairbanks, AK 99775-7940

\_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Contract Number)

\_\_\_\_\_  
(Date of Contract)

The UNIVERSITY OF ALASKA, hereafter referred to as the CONTRACTING AGENCY and \_\_\_\_\_ hereafter referred to as the CONTRACTOR mutually agree as follows. This Contract sets forth the terms and conditions under which the CONTRACTING AGENCY proposes to use the services of the CONTRACTOR for

\_\_\_\_\_  
(Short Name of Services or Project)

#### This is a Contract of the type indicated by a check mark below:

☐ This is a fixed price type contract. (Applicable if marked) ☐ This is a cost-reimbursement type contract (Applicable if marked)

#### 1. SCOPE OF WORK.

The work or service to be performed by the CONTRACTOR for the CONTRACTING AGENCY under this Contract (hereinafter collectively referred to as "Work") is more fully described in Schedule A attached hereto.

#### 2. PERIOD OF PERFORMANCE

Performance of the Work shall commence on \_\_\_\_\_ or the date specified in University of Alaska Purchase Order, whichever is later, and continue through \_\_\_\_\_, unless terminated earlier under the provisions of this Contract.

This Contract may be renewed or extended, subject to funding limitations and other provisions specified herein.

#### 3. AMOUNT OF CONTRACT.

In consideration for performance of the Work described herein, the CONTRACTING AGENCY will pay the CONTRACTOR a sum not to exceed

\_\_\_\_\_  
(Total Amount of Contract)

#### 4. CONTRACT ADMINISTRATION. The CONTRACTING AGENCY'S Contract Administrator for this Contract is

\_\_\_\_\_  
(Typed or Printed Name)

Mailing Address

Phone (907)

:

Email:



**5. FUNDING.** Issuance of a University of Alaska Purchase Order shall constitute notice of funding for the Work covered by this Contract Funding for this Contract shall be in accordance with the following provision.

**FUNDING - CONTRACT SUBJECT TO THE AVAILABILITY OF FUNDS**

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

(b) If the Contract performance covers a period spanning more than the current fiscal year, the CONTRACTING AGENCY is not liable for payments in unfunded future years until funds are confirmed by a purchase order covering such periods as required by this provision. **The period covered by funding will be specified in the applicable University of Alaska Purchase Order.**

**6. INVOICES AND TERMS OF PAYMENT.**

(a) Payments for any good or service furnished under this Contract will be due 30 days after (i) receipt and acceptance of goods and/or services, (ii) receipt of proper billing, or (iii) receipt and approval of all documents required by the Contract, by the CONTRACTING AGENCY, whichever is latest. The provisions of this paragraph do not apply if a payment is in dispute under the Contract.

(b) Invoices will be sent to the address shown in the applicable University of Alaska Purchase Order. Payments will be sent to the address indicated on the CONTRACTOR'S invoice.

(c) Payment is considered made on the date when the payment is personally delivered to the CONTRACTOR or the agent of the CONTRACTOR, or on the date the payment is mailed.

(d) The CONTRACTOR on receiving final payment will execute a release, if required by the CONTRACTING AGENCY, in full of all claims against the University of Alaska arising out of or by reason of the services and work products furnished under this Contract.

**7. PERSONNEL.** The CONTRACTOR shall ensure that its employees, agents, and subcontractors observe and comply with applicable laws, rules, regulations, ordinances, and procedures and do not engage in activities objectionable to government authorities. The CONTRACTOR at its own expense will replace any of its employees, agents or subcontractors (1) whose conduct or behavior may be reasonably considered by the CONTRACTING AGENCY to be inimical to the maintenance of harmonious relations between the CONTRACTING AGENCY and such authorities, or (2) whom the CONTRACTING AGENCY may consider to be technically incompetent or otherwise objectionable. The CONTRACTOR shall include this provision, including this statement in every subcontract

**8. APPROVAL OF SUBCONTRACTORS.**

(a) The CONTRACTING AGENCY must concur in the selection of all subcontractors for services to be engaged in performance of this Contract.

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

**9. SAFETY.** The CONTRACTOR shall comply with all federal, state and municipal laws, rules, regulations, and ordinances which are now or may become applicable to operations covered by this Contract or arising out of the performance of such operations, and shall comply, but not by way of limitation, with the Occupational Safety and Health Act and will ensure that its employees, agents, and subcontractors, observe and comply with such laws, rules, regulations and procedures and do not engage in activities which are inconsistent with this provision. The CONTRACTOR shall include this provision, including this statement in every subcontract.

**10. NONWAIVER.** Either party's failing to enforce a provision of this Contract does not waive the provision or affect the validity of the Contract or a party's right to enforce any provision of the Contract.

**11. JURISDICTION AND CHOICE OF LAW.** Any civil action arising from this Contract shall be brought in the trial courts in the city nearest the CONTRACTING AGENCY department involved in the dispute. The law of the State of Alaska governs this Contract.

**12. SEVERABILITY.** Any provision of this Contract decreed invalid by a court of competent jurisdiction shall not invalidate the remaining provisions of the Contract.

**13. CONFLICT OF INTEREST.** This Contract is subject to the provisions of the Alaska Executive Branch Ethics Act AS 39.52 et seq, University of Alaska Procurement Regulations, Alaska Administrative Code 23 AAC 05, and the CONTRACTING AGENCY may cancel this Contract if any person significantly involved in negotiating, drafting, securing or obtaining this Contract for or on behalf of the CONTRACTING AGENCY becomes an employee in any capacity of any other party or a consultant to any other party with reference to the subject matter of this Contract while the Contract or any extension hereof is in effect.

**14. AUDIT.** It is understood that if the primary source of the CONTRACTING AGENCY'S funds for this project is Federal, the Contract is subject to Federal audit, including access to, availability, and examination of CONTRACTOR records in accordance with the Contract General Provisions.

**15. RENEWAL, EXTENSION, AND MODIFICATION OF CONTRACT.** Any renewal, extension, or other change to this Contract shall not be

effective unless approved in writing by the Procurement Officer for the University of Alaska.

**16. PUBLICITY.** The CONTRACTOR shall not release any information for publication or advertising purposes relative to the services furnished under this Contract without the prior written consent of the CONTRACTING AGENCY.

**17. AGREEMENT.** This Contract consists of this written agreement, clauses (1) through (17), and attachments as listed herein. The persons whose signatures are affixed and dated below, possess requisite authority to bind the parties to the obligations of this Contract.

Attachments (As indicated by check marks)

- |               |   |
|---------------|---|
| <u>  x  </u>  | 1. Appendix "A" Scope of Work   |
| <u>      </u> | 2. Appendix "B" Schedule of Items or Services   |
| <u>      </u> | 3. Special Provisions   |
| <u>  x  </u>  | 4. Professional Services Contract General Provisions  |
| <u>      </u> | 5. Additional General Provisions  |
| <u>      </u> | 6. Policies of the University of Alaska Board of Regents and University of Alaska Regulations concerning Patents and Copyrights |
| <u>  x  </u>  | 7. Other:   |

This Contract with attachments constitutes the entire agreement between the parties, and supersedes all previous communications, representations, or agreements regarding this subject, whether written or oral, between the parties. The persons whose signatures are affixed and dated below, possess requisite authority to bind the parties to the obligations of this Contract.

CONTRACTOR: \_\_\_\_\_

Tax I.D. No: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Signature)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Name and Title of Signer -- Type or Print)

UNIVERSITY OF ALASKA

By: \_\_\_\_\_  
(Procurement Officer Signature)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Name and Title of Signer -- Type or Print)

# Professional Services General Provisions

## INDEX

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

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

In the event the Contractor subcontracts any part of the work to be performed under this contract, the Contractor agrees to make good faith efforts to utilize small business 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. 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.

## 3. 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 work products or to perform the services within the time specified herein or any extension thereof; or

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

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

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

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

## Professional Services General Provisions

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) As used in subsection (c) of this provision, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

(g) 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.

### 4. ANTI-KICKBACK PROVISIONS AND COVENANT AGAINST CONTINGENT FEES

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

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

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

### 5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

This provision is applicable if the contract amount exceeds \$100,000, or if for construction, the contract amount exceeds \$2,000 (40 U.S.C. 3141-3148).

The Contractor and its subcontractors shall comply with applicable federal labor standards provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C.3701-3708).

### 6. CLEAN AIR AND WATER (This provision is applicable if the contract amount exceeds \$150,000.)

(a) The Contractor shall comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

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

### 7. PROCUREMENT OF RECOVERED MATERIALS (2 CFR § 200.322)

All contractors/subcontractors/vendors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. All purchases of items designated in 40 CFR Part 247, which are in excess of \$10,000, must contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

### 8. INDEPENDENT CONTRACTOR

(a) The Contractor and its agents and employees shall act in an independent capacity and not as officers or agents of the Contracting Agency in the performance of this contract except that the Contractor may function as the Contracting Agency's agent as may be specifically set forth in this contract.

(b) Any and all employees of the Contractor, while engaged in the performance of any work or services required by the Contractor under this contract, shall be considered employees of the Contractor only and not of the Contracting Agency and any and all claims that may or might arise under the workers' compensation act on behalf of said employees, while so engaged and any and all claims made by a third party as a consequence of any negligent act or omission on the part of the Contractor's employees, while so engaged in any of the to be rendered herein, shall be the sole obligation and responsibility of the Contractor.

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

### 9. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

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

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

### 10. INSURANCE

(a) It is agreed that the Contractor, and any subcontractor, shall purchase at its own expense and maintain in force at all times during

## Professional Services General Provisions

the performance of services under this agreement the insurance and endorsements required under this Clause, and to provide within (10) days of the Notice-of-Intent-to-Award a contract and prior to receiving a fully executed contract, proof of insurance and endorsements of the kind and amounts stated. Limits may be a combination of primary and excess (umbrella) policy forms. Without limiting its indemnification, the Contractor shall maintain, until acceptance of the project by the University, coverage of the kinds and minimum amounts set forth below.

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

(b) Comprehensive (Commercial) General Liability Insurance (CGL): With coverage limits not less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregates where generally applicable and shall include premises-operations, independent contractors, products/completed operations, broad form property damage, blanket contractual, and personal injury endorsement. Each CGL policy required of the Contractor and subcontractors by this Agreement shall be endorsed to name the University as an additional insured.

(c) Professional Liability Insurance: The Contractor shall provide and maintain, through the term of this Contract, professional liability insurance to cover all errors, omissions, or negligent wrongful acts of the Contractor, subcontractor, or anyone directly or indirectly employed by them, made in the performance of this contract which result in financial loss to the Contracting Agency. Professional liability coverage limits not less than \$1,000,000 shall be maintained for the performance of work under this and remain in effect until three (3) years after the substantial completion of the project.

(d) Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees of the Contractor engaged in work under this Contract, Workers' Compensation Insurance as required for the states where work is performed. The Contractor shall be responsible for Workers' Compensation Insurance for any subcontractor who directly or indirectly provides services under this contract. This coverage must include statutory coverage for states in which employees are engaging in work and employer's liability protection not less than \$100,000 per person, \$100,000 per occurrence. This coverage must include statutory coverage for states in which employees are engaging in work. Where applicable, coverage for all federal acts (i.e., U.S.L. & H and Jones Act) must also be included. Each Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the University.

(e) Business Auto Liability Insurance: Contractor is required to maintain automobile liability insurance with a limit of not less than \$500,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Each policy required of the Contractor and subcontractors by this Agreement shall be endorsed to name the University as an additional insured, and shall be endorsed with a waiver of subrogation in favor of the University.

(f) Proof of Insurance: The Contractor shall furnish the University with a Certificate of Insurance or, where requested by the

University, the policy declaration page, with required endorsements attached thereto showing the type, amount, effective dates, and dates of expiration of all policies. The Contractor agrees, to the extent and in the manner required by the Contracting Officer, to submit for the approval of the Contracting Officer, copies of any insurance policies maintained by the Contractor specified in connection with the performance of this contract.

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

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

**12. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY** The Contractor agrees to comply with all applicable state and federal rules governing equal employment opportunity and non-discrimination, including, but not limited to: E.O. 11246 and E.O. 11625 (EEO), 41 CFR 60 (EEO), 49 CFR 21 (Non-Discrimination). The Contractor shall include this provision in all subcontracts. If applicable, the parties hereby incorporate the requirements of 41 CFR §§60-1.4(a)(7), and 29 CFR Part 471, Appendix A to Subpart A.

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

The University of Alaska is an affirmative action/equal opportunity employer and educational institution. The University of Alaska does not discriminate on the basis of race, religion, color, national origin, citizenship, age, sex, physical or mental disability, status as a protected veteran, marital status, changes in marital status, pregnancy, childbirth or related medical conditions, parenthood, sexual orientation, gender identity, political affiliation or belief, genetic information, or other legally protected status. The University's commitment to nondiscrimination, including against sex discrimination, applies to students, employees, and applicants for admission and employment. Contact information, applicable laws, and complaint procedures are included on UA's statement of nondiscrimination available at [www.alaska.edu/titleIXcompliance/nondiscrimination](http://www.alaska.edu/titleIXcompliance/nondiscrimination)

### 13. PROTECTION OF MINORS

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

(b) For contracts which include direct contact with minors Contractor shall purchase an insurance rider, endorsement, or secondary policy that names the University as an additional insured

## Professional Services General Provisions

and covers and protects the University from claims and losses for the abuse defined in A. above and provide the University with a copy of that rider prior to the commencement of work under this contract. The Campus Risk Manager will have the authority to waive this requirement with written approval from the Chief Risk Officer and the UA General Counsel's Office.

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

(1) Be trained and certified in the identification, prevention and reporting of the sexual abuse of minors;

(2) Undergo a local, state, and nationwide criminal background check and national sex offender registry check as defined in this policy and, if requested, provide a copy of the background check to UAF;

(3) Be prohibited from working under this contract involving minors if they:

- i. have been convicted of a crime of violence, neglect, reckless endangerment, or abuse against a minor or vulnerable adult;
- ii. are a registered sex offender;
- iii. have been convicted of possession of child pornography.

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

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

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

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

### 14. AUDIT, EXAMINATION, AND RETENTION OF RECORDS

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

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

(c) The Contractor shall, at any time during normal business hours and as often as the Contracting Agency, the Comptroller General of

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

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

### 15. CONFIDENTIALITY OF INFORMATION

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

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

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

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

### 16. OWNERSHIP OF WORK PRODUCTS

## Professional Services General Provisions

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.

### 17. PATENTS AND COPYRIGHTS

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

- (1) Any discovery or invention resulting from work carried on with the funding of this contract shall be subject to the applicable provisions of the University of Alaska regulations and Board of Regents Policies.
- (2) University of Alaska regulations and Board of Regents Policies shall govern regarding copyrightable materials developed in the course of or under this contract.

(b) Patent Indemnity and Copyright Infringement:

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

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

### 18. ASSIGNMENT

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

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

### 19. GOVERNING LAWS

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

### 20. 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.

### 21. OFFICIALS NOT TO BENEFIT

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

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

### 22. 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.

### 23. DEBARRED, SUSPENDED AND INELIGIBLE STATUS

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

### 24. 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) The basic text portion of the Professional Services Contract;
- (b) Appendix "B" Schedule of Items or Services;
- (c) General Provisions
- (d) Additional General Provisions;
- (e) Special Provisions;
- (f) Appendix "A" - Scope of Work
- (g) Other attachments to the Contract.

### 25. CONTRACT ADMINISTRATION

## Professional Services General Provisions

(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.

### 26. 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.

### 27 DISPUTES

(a) Any disputes which may arise between the Contractor and the UAF, in any manner, concerning this contract, shall be resolved in accordance with Alaska Statutes 36.30620-632, 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.

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

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

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

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

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

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

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

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

### 29. 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.

### 30. 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



## Professional Services General Provisions

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.

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

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

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

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

(d) The Contractor shall submit a final invoice and required documentation within 90 days after final acceptance of goods or services by the Contracting Agency. The Contracting Agency will

not be held liable for payment of invoices submitted after this time unless prior written approval has been given.

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

### **32. PAYMENTS TO THE CONTRACTOR (COST REIMBURSEMENT CONTRACT)** (This provision is applicable only to cost-reimbursement type contracts.)

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

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

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

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

### **33. 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,

## Professional Services General Provisions

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.

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

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

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

(c) 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.

(d) 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 may be adjusted as provided in this clause for convenience termination.

### **35. 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.

### **36. ALTERATIONS IN GENERAL PROVISIONS**

Any deletion or modification of these General Provisions shall be specified in detail in subparagraphs added to this provision. Deletions or modifications of General Provisions, if any, are listed herein, and were made prior to the signature of the parties to the contract.