Bids entitled to consideration must be made to the University of Alaska in accordance with the following instructions:

1. **PREPARATION OF BIDS:**
   a. Bids shall be submitted on forms provided and must be signed manually by an authorized representative of the bidder.
   b. Erasures or other changes made to the bid document must be initialed by the person signing the bid.
   c. All bid documents including the completed cover sheet, bid form and bid guaranty, if any, shall be submitted in a sealed envelope with the name and address of the bidder, the Invitation For Bid number and the date and time of bid opening clearly written on the outside of the envelope.

2. **F.O.B. POINT:** All bids shall be offered F.O.B. DESTINATION. Destination unless otherwise stated is: University of Alaska Fairbanks, Central Receiving, 950 Aurora Dr, Fairbanks, Alaska 99775-7360

3. **DELIVERY:** It is understood and agreed that the delivery date and/or date of installation after receipt of a purchase order is the bidder's best offer. In its acceptance of any bid, the University of Alaska is relying on the promised delivery date and/or installation date as material and basic to its acceptance. Should the seller fail to deliver when and as promised, the University reserves the right to cancel its acceptance order, or any part thereof, and seller agrees that the University may return all or part of any shipment so made and charge the seller with any loss or expense sustained as a result of such failure to deliver as promised.

4. **DESCRIPTIVE LITERATURE:** Descriptive literature must be submitted in duplicate especially when an "equal" item is offered. Failure to provide descriptive literature when indicated may render the bid nonresponsive. Descriptive literature means information that is submitted as part of a bid for evaluation and award.

5. **BIDDER'S REPRESENTATIONS:**
   a. Each bidder by submitting a bid represents that he/she has read and understands the bidding documents, and the bid is made in accordance therewith.
   b. Bidders certify, by the submission of their bid, that they comply with the applicable portions of the Federal Civil Rights Act of 1964, the Equal Employment Opportunity Act, Alaska Statute 18.80.010 -18.80.300, and the regulations issued under these acts by the state and federal governments. Offerors not in compliance with these requirements will be declared nonresponsive.
   c. Bidders certify by submittal of their bid that the prices submitted have been independently arrived at and without collusion. Penalties for participation in anticompetitive practices may include, but are not limited to rejection of the offer, suspension, debarment, civil and/or criminal prosecution.

6. **ETHICS IN PUBLIC PROCUREMENT:** It is unlawful for any vendor to offer, or any employee of the University or their immediate family to solicit or accept a gratuity in connection with the solicitation, award, or administration of an order issued by the University.

7. **INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS:**
   a. Bidders shall promptly notify the University procurement officer in writing of any ambiguity, inconsistency, or error which they may discover upon examination of the bidding documents.
   b. Bidders requiring clarification or interpretation of the bidding documents shall make a written request which shall reach the University procurement officer not later than ten (10) days prior to the date for opening of bids.
   c. Any interpretation, correction, or change of the bidding documents will be made by written amendment. Interpretations, corrections, or changes of the bidding documents made in any other manner will not be binding and bidder shall not rely upon such interpretations, corrections or changes.
   d. Protests based upon any omissions or errors or on the content of the IFB will be disallowed if not
made known in writing, prior to the bid opening.

8. AMENDMENTS:
   a. All who are known by the University procurement officer to have received the bidding documents will be notified of any amendments issued.
   b. No amendment will be issued later than four (4) days prior to the date for opening of bids except an amendment withdrawing the Invitation For Bid or one which includes postponement of the date for opening of bids.
   c. It shall be the bidder’s responsibility to ascertain prior to submitting a bid that he/she has received all amendments issued and bidder shall acknowledge their receipt in the bid.

9. MULTIPLE, ALTERNATE, OR CONDITIONED OFFERS: Unless specifically allowed, multiple, or alternate offers, or bids conditioned upon receiving award of all or a portion of this and/or another contract shall be deemed non responsive, and shall be rejected.

10. ALL OR NONE OFFERS: Unless specifically allowed, line item or lot offers which restrict acceptance to the entire offer shall be rejected as nonresponsive.

11. NEW AND ORIGINAL EQUIPMENT: Unless otherwise specified all supplies and equipment bid shall be new, and of the manufacturer’s current make and model.

12. BRAND NAME OR EQUAL SPECIFICATIONS:
   a. Unless specifically stated to the contrary, the use of a brand name is intended to describe the standard of quality, performance, and characteristics desired, and is not intended to exclude substantially equivalent products.
   b. An item shall be considered to be substantially equivalent, or "equal" to the specified brand, when, in the opinion of the procurement officer, the University can reasonably anticipate sufficiently similar quality, capacity, durability, performance, utility and productivity as provided by the specified brand.

13. BRAND NAME ONLY SPECIFICATIONS: When the procurement officer has determined that only a particular brand name will meet the University’s needs, a brand name “only” specification will be issued. A brand name only specification is restrictive, and shall render offers for alternate brands nonresponsive for that item.

14. TESTING AND SAMPLES:
   a. The University of Alaska reserves the right to request a demonstration or test of any or all equipment offered as equals. Requests for demonstration/testing must be responded to within a reasonable time or bidder will relinquish his/her right to be considered for award and will be determined nonresponsive to this invitation.
   b. Samples of items, when requested, must be furnished free of expense to the University and if not destroyed by testing, will be returned at the bidder’s request and expense immediately following award.
   c. Unsolicited samples which are submitted at the bidder’s risk will not be examined or tested, and will not in any way vary the provisions of this bid.

*15. ALASKA BUSINESS LICENSE: Bidder must supply evidence of the bidder’s valid Alaska business license. The Alaska business license number must be entered in the space provided on the cover sheet. If bidder is on the University of Alaska’s bidders list and has a copy of a current license on file with University Statewide Procurement Office, it is not necessary to submit another copy. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:
   a. Copy of the Alaska business license.
   b. Certification on the bid that bidder has a valid Alaska business license and has written the license number in the space provided.
   c. A cancelled check 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 bidder has applied and paid for the Alaska business license.

*16. **ALASKA BIDDER PREFERENCE:**

a. A bid shall be awarded to an Alaskan bidder if his/her bid is no more than five (5) percent higher than the lowest non-resident's bid.

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

*17. **ADDITIONAL BIDDER PREFERENCE ENTITLEMENT:**

a. In accordance with AS 36.30.170(c) and (e) through (i), preference may be applied to a bid 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.

b. In accordance with AS 36.30.170(c), a fifteen percent (15%) preference may be applied to bids received from any qualified Alaskan Bidder who qualifies as a state certified employment program.

c. In accordance with AS 36.30.170(e), a ten percent (10%) preference may be applied to bids 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.

d. Preference under this section may be claimed only by qualified Bidders who, at the time of bid opening, are on the current list of qualified employment entities maintained by the State of Alaska, Department of Education, Division of Vocational Rehabilitation.

e. A preference under this section is in addition to any other preference for which the Bidder qualifies, including the Alaska Bidder Preference. However, a Bidder shall not receive more than one of the disability preferences outlined in (c.)

*18. **ALASKAN PRODUCT PREFERENCE:**

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

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 products and will be given a three percent (3%) preference in the evaluation of this bid. (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 or manufactured in the state are Class III products and will be given a seven percent (7%) preference.

c. Bidders claiming this preference shall so indicate clearly on the bid cover sheet and indicate class of preference claimed (I, II, or III). Failure to so indicate will result in no preference being granted.

*19. **RECYCLED PRODUCTS PREFERENCE:** In accordance with AS 36.30.337, a five percent (5%)
preference will be applied to bid items offering eligible recycled products. This preference is in addition to other preferences allowed for the procurement.

*20. APPLICATION OF PREFERENCES: If both the Alaska bidders preference or the employment program preference and the Alaska products preference apply, the procurement officer shall apply either the bidder’s preference or employment program preference first and the products’ preference second.

21. BUSINESS CLASSIFICATION:
   a. The University of Alaska offers an equitable opportunity to small business and small business owned and controlled by the socially and economically disadvantaged, and women owned businesses. Bidders are therefore instructed to indicate correct classification in the space provided on the cover sheet, page 1, of this bid document.
   b. The classifications are defined as follows: (1) Small business is a business that meets the pertinent criteria established by the Small Business Administration. (2) Socially and economically disadvantaged small business means any small business which is at least 51 percent owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned business, at least 51 percent of the stock which is owned by one or more socially and economically disadvantaged individuals and whose management and daily business operations are controlled by one or more of such individuals.
   c. The office of Minority Small Business and Capital Ownership Development in the Small Business Administration will answer inquiries relative to eligibility.
   d. Women owned business means a business that is at least 51 percent owned by a woman or women who also control and operate the business.
   e. In the case of tie bids, equal in all terms, the classifications above will be used to determine the successful bidder in accordance with University regulations.

22. CANCELLATION/REJECTION: The University reserves the right to cancel this solicitation, and/or reject any or all bids/items when, in the opinion of the procurement officer, there is reason to believe that such cancellation/rejection is in the best interests of the University.

23. SUBMISSION OF BIDS:
   a. Bids will be received at the time and place stated. It is the sole responsibility of the bidder to see that his/her bid is submitted in time. Bids received after the scheduled opening time will not be considered.
   b. This invitation does not obligate the University to pay any costs incurred in the preparation or submission of such bids, or to purchase or to contract for materials and/or service.

24. MODIFICATION, CORRECTION OR WITHDRAWAL OF BIDS: Bids may be modified, corrected or withdrawn on written or telegraphic request received prior to the time fixed for bid opening, provided that written confirmation of any telegraphic modification, correction or withdrawal over the signature of the bidder is placed in the mail and postmarked prior to the time set for bid opening.

25. RECEIPT AND OPENING OF BIDS:
   a. Bids received prior to the advertised hour of opening will be time stamped and kept securely sealed. Time of receipt will be determined by the procurement office time stamp. Bids received after the specified date and time of bid opening are late. Late hand-carried bids shall not be accepted. Bids received by other methods shall remain unopened in the bid file.
   b. No responsibility will attach to the University or its representatives for the premature opening of, or the failure to open, a bid not properly addressed and identified.
   c. At the time and place fixed for the opening of bids, the University’s representative will cause the bids to be opened and publicly read aloud. Bidders and other persons properly interested may be present, in person or in representative.
   d. The bid acceptance period shall extend for a period of forty-five (45) calendar days from the date
26. AWARD OF CONTRACT:
   a. It is the intent of the University to award a contract to the responsive, responsible bidder submitting the lowest bid complying with the requirements of the bid provided that the bid is reasonable and it is in the interests of the University to accept it.
   b. Unless otherwise stated, award may be by line item, multiple line items or in the aggregate.
   c. Discounts for prompt payment and/or rebates shall not be considered in the award.
   d. The University reserves the right to award any single low offer of $75.00 or less to the next low offeror receiving other awards. This provision is not subject to protest.

27. RESPONSIVE BID: A responsive bid is one which conforms in all material respects to the solicitation. The University reserves the right to waive technicalities or minor informalities in determining a bidder's responsiveness.

28. RESPONSIBLE BIDDER: A responsible bidder means a bidder who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.

29. MISTAKES BY THE BIDDER:
   a. The University reserves the right to correct or allow withdrawal of offers which contain obvious non-judgmental errors, such as typing, price extension, dates and others when, in the opinion of the procurement officer, it is in the best interests of the University to do so. Withdrawal of offers will be allowed when the offeror clearly demonstrates that the errors are inadvertent and non-judgmental. In such instances, the bond or other security, if any, will be returned.
   b. Offers with errors discovered after the opening, but before award, which are judgmental in nature may be withdrawn upon forfeiture of the bond or other security, if any.

30. NOTICE OF INTENT TO AWARD: Ten (10) days prior to formal award of a contract a notice of intent to award shall be issued listing the name and address of the successful bidder and the amount of the award.

31. LIST OF SUBCONTRACTORS: Within five (5) working days after bid opening, the apparent low bidder shall submit a list showing all subcontractor's names, location of their places of business and a description of the work to be subcontracted to each subcontractor.

32. PROTEST:
   a. Protest of Solicitation: An interested party may protest the specifications and/or terms and conditions of this IFB provided that such protest is submitted in writing to the University address listed on the Cover Sheet of this IFB not later than the close of business three (3) working days prior to the bid opening date listed herein. A protest of the specifications and/or terms and conditions of this IFB not filed at least 3 days prior to the bid opening date may be rejected as untimely.
   b. Protest of Award: An interested party may protest an award under this IFB provided that such protest is submitted in writing to the University at the address listed on the Cover Sheet of this IFB 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 IFB not filed within ten (10) days after issuance of the Notice of Intent to Award shall be rejected as untimely.
   c. A protest must be filed in writing and must include the following information.
      1. The name, address and telephone number of the Protester.
      2. The signature of the Protester, or the Protester's representative.
      3. Identification of the solicitation at issue.
4. A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents.
5. The form of relief requested.

d. The University does not guarantee that a protest of a solicitation will result in an amendment to the specifications or terms and conditions, or postponement of the bid opening date. Nor does it guarantee postponement of award of a contract resulting from this IFB. 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 the best interest of the University. The Procurement Officer will issue a written decision within fourteen (14) days after date of filing of the protest. An appeal from a decision of a Procurement Officer may be filed with the Chief Procurement Officer not later than ten (10) days after the decision is received by the protester. The decision of the Chief Procurement Officer will be issued within fifteen (15) days after completion of the appeal report and comment period as prescribed by AS 36.30.

33. BIDDER'S LIST: To be considered for future bids, it is necessary that all bidders return a signed cover sheet. If offering a "NO BID", sign and return the cover sheet indicating such. Businesses that fail to respond to bids for three (3) consecutive solicitations for similar items may be removed from the applicable bidder's list after notice. Names and addresses on University bidder's lists are not available for public inspection.

*NOTE:* Provisions 15-20 herein are not applicable to solicitations and contracts for items for research which will be funded by federal government money or private grants. When these provisions do not apply, the cover page of this solicitation which indicates that items or services for research are funded by federal money or private grants.

End of Instructions to Bidders