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. Proposals submitted by email must arrive so that the receipt date of the email is prior to the submittal time and date listed on the cover page of this RFP. It is the Offerors responsibility to ensure that their proposal has arrived on time. Proposals which are late for any reason, including failure of the University’s email delivery system, shall be rejected.

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 Request for Proposals shall be submitted as the cover sheet of each proposal.

1.2 Pre-proposal Conference

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

1.3 Modification or Withdrawal of Proposal

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

1.4 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 face of this RFP. Alternatively, questions may be telefaxed to the University of Alaska at the telefax number shown on the face of this RFP. All inquiries must include the RFP number.
c. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting proposals or if the lack of it would be prejudicial to any other prospective offerors.

1.5 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 face of the RFP prior to the Pre-proposal Conference and in any case must be reported prior to the proposal submittal deadline. Any changes or corrections to the RFP will be made only by written amendment issued by the University.

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

1.6 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.

1.7 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.

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

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

1.9 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 Contracting Agency will award a contract resulting from this solicitation to the responsible offeror whose proposal conforming to the solicitation will be most advantageous to the Contracting Agency, cost or price and other factors, specified elsewhere in this solicitation considered.
c. The Contracting Agency may (1) reject any or all proposals if such action is in the University’s interest, (2) accept other than the lowest price proposal, and (3) waive informalities and minor irregularities in proposals received.

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

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

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

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

1.10 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 of Alaska may require offerors to supply additional information or documentation, may perform on-site pre-award surveys, and inspect equipment or facilities.

d. To be determined responsible, a prospective contractor must:

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

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

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

1.12 Public Information

a. 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.

1.13 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).

1.14 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 UAF Procurement & Contract Services, at the address listed on the Cover Sheet of this RFP, not later than the close of business three (3) working days prior to the closing date listed herein, or listed in any subsequent Amendments to the RFP. A protest of the specifications and/or terms and conditions of this RFP which is not filed 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 UAF Procurement & Contract Services at the address listed on the Cover Sheet of this RFP not later than ten (10) days after issuance of the Notice of Intent to Award. A protest of an award of a contract resulting form 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

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

d. UAF 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 UAF’s best interests. The Procurement Officer will issue a written decision within fourteen (14) days after date of filing of the protest. An appeal from a decision of a Procurement Officer may be filed with the Chief Procurement Officer not later than ten (10) days after the decision is received by the protester. The decision of the Chief Procurement Officer will be issued within fifteen (15) days after completion of the appeal report and comment period as prescribed by AS 36.30.
1.15 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.

1.16 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.

1.17 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.

1.18 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.

1.19 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.

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.

1.20 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

1.21 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, an offeror shall have a valid Alaska business license at the time designated, in the request for proposals, for opening of the proposals. Acceptable evidence that the offeror possesses a valid Alaska business license may include any one of the following:
a. Certification the proposal that the offeror has a valid Alaska business license and has written the license number in the space provided on the solicitation.
b. Copy of the Alaska business license.
c. A canceled check that demonstrates payment for the Alaska business license fee.
d. A copy of the Alaska business license application with a receipt stamp from the State’s business license office.
e. A sworn notarized affidavit that the offeror has applied and paid for the Alaska business license.

1.22 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.

1.24 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 2001 Approved List for Procurement Preference of qualified employment entities maintained by the State of Alaska, Department of Labor and Workforce Development, Division of Vocational Rehabilitation.
d. A preference under this section is in addition to any other preference for which the offeror qualifies, including the Alaska Bidder Preference. However, an offeror shall not receive more than one of the disability preferences outlined in 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.

1.25 Alaska Product Preferences

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

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

1.26 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.
1.27 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.