

UNIVERSITY OF ALASKA FAIRBANKS
REQUEST FOR PROPOSAL (RFP) NO. 04P0019DH

BOOM/CRANE TRUCK

MAIL OR DELIVER PROPOSALS TO:

University of Alaska Fairbanks
Procurement & Contract Services
3295 College Rd, Rm 103
PO Box 757940
Fairbanks, AK 99775-7940

**PROPOSALS MUST BE RECEIVED
NO LATER THAN:**

June 2, 2004
5:00 PM, Local Time
One original and one signed copy required
(Faxed proposals will not be accepted)

NOTICE TO OFFEROR – POINT OF CONTACT FOR RFP INQUIRIES:

Dale Henderson
Contracting Officer
Phone: (907) 474-7432
Fax: (907) 474-7720
email: dale.henderson@uaf.edu

Mailing Address:
University of Alaska Fairbanks
Procurement & Contract Services
PO Box 757940
Fairbanks, AK 99775-7940

The person(s) designated above shall be the only contact(s) for any and all inquiries regarding any aspect of this RFP or its requirements. To ensure the integrity of the RFP process, prospective Offerors are advised not to contact anyone else. A copy of this solicitation, and any amendments issued, shall be posted on the UAF Procurement & Contract Services website at www.uaf.edu/purch/solicitations.html.

PRE-PROPOSAL CONFERENCE:

None Currently Scheduled

AVAILABILITY OF FUNDING:

Funds are not currently available for this procurement
(See Non-Personal Services Contract General Provisions,
Paragraph 35)

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

ISSUE DATE: May 11, 2004

Dale A. Henderson
Contracting Officer

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General Information

SCOPE

The University of Alaska Fairbanks (UAF) is soliciting sealed proposals for a Boom/Crane Truck, as described herein. The successful Offeror shall furnish the required items in strict accordance with the specifications, provisions, and terms & conditions of this RFP.

By signing the RFP Transmittal Form, the Offeror indicates an intent to be bound by the terms and conditions of the RFP, its specifications, and the results of any subsequent negotiations.

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

BASIS OF AWARD

The basis of award for this solicitation is Low Price, Technically Acceptable (LPTA). Award will be made to the low, responsive and responsible Offeror whose proposal, conforming to the RFP requirements, is determined to be technically acceptable, pending availability of funds.

PRE-PROPOSAL CONFERENCE:

No Pre-Proposal Conference is currently scheduled. However, if the need to schedule one arises, all interested parties will be given adequate notice of the date, time, and location of such a conference.

F.O.B. POINT:

The successful Offeror will be responsible for making timely delivery, F.O.B. Destination, of all required items to the following address:

UAF Central Receiving
P.O. Box 757360
950 Aurora Drive
Fairbanks, Alaska 99775

PRICING:

Prices submitted on the Rate Response Form must include all costs associated with packing, shipping and delivery to the F.O.B. Point, any required on-site services, including airfare, accommodations, transportation, per diem, and personnel wages, and must remain valid for acceptance for a period of sixty (60) days after the RFP closing date and time.

It is not acceptable to add a separate line item for freight. If the Offeror adds a separate line for freight costs or alters the Rate Response Form in any other manner, the offer may be rejected as non-responsive and be eliminated from further consideration for award.

In case of discrepancy, the unit price shall prevail.

DELIVERY:

UAF has a required delivery date of October 1, 2004. Please indicate in the space provided on the Rate Response Form the time required to make delivery after receipt of order (ARO). Failure to make an entry in the space provided may be construed as an offer to deliver by the required date. Offers which specify a delivery date later than required, may be considered non-responsive and therefore be rejected.

DESCRIPTIVE LITERATURE:

All offers must include descriptive literature which details the offer sufficiently to ensure compliance with the specifications of this solicitation. If, due to lack of descriptive literature, it is impossible for the Procurement Officer to determine whether or not an offer meets all required specifications, the Procurement Officer reserves the right to declare the offer non-responsive. Failure to provide descriptive literature may cause the offer to be declared non-responsive. **(See Page 17 – Checklist of Required Submittals)**

General Information**BRAND NAME OR EQUAL:**

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

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

Offerors shall indicate on the Rate Response Form, in the spaces provided, the brand name offered for each of the specified components.

WARRANTY:

Offeror warrants that all items supplied under this contract, when delivered, will be new and in good working order and will conform to the Manufacturer's official published specifications and the technical specifications of this solicitation. UAF requires that the successful Offeror be able to transfer to UAF all first holder rights of any guarantees and warranties offered by the Manufacturer. Minimum acceptable coverage for all equipment is one (1) year, effective from the date of installation and/or startup. Manufacturing defects in materials and/or faulty workmanship discovered during the period of coverage will require the affected unit or part be repaired or replaced at NO additional cost to UAF, including shipping costs, if any, F.O.B. Destination. A minimum of one (1) year warranty is required on the boom, along with a three (3) year or 150,000 mile warranty on the truck engine and transmission.

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 UAF 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 UAF, 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.

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.

2. Sealed Proposals

- a. The offeror must mail or otherwise deliver an original and one (1) signed copy of the completed proposal (including all items indicated in the CHECKLIST OF REQUIRED SUBMITTALS for this Request for Proposals) to the University of Alaska proposal depository office designated herein for receipt of proposals.
- b. Late proposals will not be considered and will be returned to the proposer unopened. A proposal is late if it is not delivered to the University of Alaska proposal depository office at or before the time specified herein as the deadline for receipt of proposals.
- c. Proposals must be submitted in a sealed envelope or package bearing the offeror's name and address, with the RFP number and project title clearly marked on the outside. Unless otherwise specified elsewhere in the solicitation, proposals will not be accepted via transmittal by telefax, facsimile, or electronic communication equipment.
- d. Proposal submittals must show full firm name and address of the offeror. The offeror's firm name should appear on each page of the proposal.
- e. All material submitted as part of a proposal will become the property of the University for use at its discretion.
- f. Authorized signatures are required. Proposals must be signed by an individual authorized to bind the offeror to its provisions. The person signing the proposal must show title and/or evidence of authority to bind the firm in contract.
- g. Photographs may be included with the proposal as appropriate or as desired by the offeror. There is no guarantee that photographs will be returned to offeror.
- h. The PROPOSAL TRANSMITTAL FORM from this Request for Proposals shall be submitted as the cover sheet of each proposal.

3. Pre-proposal Conference

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

4. Period for Acceptance of Proposals

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

5. Modification or Withdrawal of Proposal

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

6. Questions and Explanations Regarding the RFP or Proposals

- a. Any prospective offeror desiring an explanation or interpretation of the solicitation, specifications, provisions, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their proposals.
- b. Written questions must be submitted to the University of Alaska at the address shown for inquiries on the face of this RFP. Alternatively, questions may be telefaxed to the University of Alaska at the telefax number shown on the face of this RFP. All inquiries must include the RFP number.
- c. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an

Instructions to Offerors

amendment of the solicitation, if that information is necessary in submitting proposals or if the lack of it would be prejudicial to any other prospective offerors.

7. Errors and Ambiguities

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

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

8. Anticompetitive Practices

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

9. Subcontracting

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

10. Solicitation and Responsiveness of Offers

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

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

11. Selection for Award or Rejection of Proposals

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

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

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

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

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

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

Instructions to Offerors

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

12. Responsible Prospective Contractors

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

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

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

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

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

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

13. Certified Cost or Pricing Data

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

"CERTIFICATE OF CURRENT COST OR PRICING DATA

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

14. Public Information

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.

15. Notice of Intent to Award

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

16. Protest

Instructions to Offerors

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 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

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.

17. Authority

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

18. No Bid/Proposal Response

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

19. Discounts for Prompt Payment

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

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

20. Descriptive Literature

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

21. Brand Name or Equal Specifications

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

Instructions to Offerors

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

22. Testing and Samples

- a. The University reserves the right to request a demonstration or test of any or all products offered in response to a brand name "or equal" purchase description. If offeror fails to respond within a reasonable time to a request by the procurement officer for demonstration/testing, an offer may be rejected as non-responsive to the solicitation.
- b. Samples of products, when requested, must be furnished free of expense to the University and if not destroyed by testing, will be returned at the offeror's request and expense immediately following contract award.
- c. Unsolicited samples are submitted at the offeror's risk and will not be examined or tested, and will not in any way cause variance from any of the solicitation provisions

23. Alaska Business License

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

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

24. Alaska Bidder Preference

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

An "Alaska Bidder" is a person who:

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

25. Additional Bidder Preference Entitlement

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

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

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

Instructions to Offerors

entities maintained by the State of Alaska, Department of Labor and Workforce Development, Division of Vocational Rehabilitation.

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

26. Alaska Product Preferences

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

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

27. Use of Local Forest Products

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

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

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

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

28. Preference for Recycled Products

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

Evaluation

1. GENERAL

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

All proposals shall be subjected to an evaluation process consisting of a preliminary evaluation of administrative compliance followed by a secondary, technical evaluation of proposal content. The administrative evaluation will be performed by UAF Procurement & Contract Services. The technical evaluation will be performed by a committee of qualified UAF personnel consisting of two members of the UAF Vehicle Pool staff.

2. ADMINISTRATIVE EVALUATION

All proposals will be evaluated first to determine that they are responsive to the administrative and submittal requirements of the RFP (See Checklist of Required Submittals – Page 17.) This evaluation will be performed by UAF Procurement & Contract Services. Proposals failing to comply with all administrative requirements may be declared non-responsive and given no further consideration.

3. TECHNICAL EVALUATION

All proposals meeting the administrative requirements of the RFP will then be forwarded to the technical evaluation committee and subjected to a technical evaluation using the following criteria.

“Lowest Price Technically Acceptable” refers to the proposal which offers the best price to UAF after the minimum technical requirements have been met. All proposals will be evaluated during this phase using a “pass/fail” decision rule; when evaluated against the attached specifications (pages 12-15). There will be no comparative assessments. Proposals that are determined not to be technically acceptable will not be considered for award.

4. PRICE EVALUATION

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

UAF reserves the right to reject any proposal offering what is determined to be an unreasonably low price. In such a case the Offeror may be required to confirm or withdraw his proposal

Specifications

GENERAL DESCRIPTION

Unit includes base assembly supporting front mounted rotating turret, hydraulically powered continuous rotation mechanism, oil reservoir mounted to truck frame, oil, and manual hydraulic controls mounted to turret and fiber-optic proportional single stick remote controls in platform. Base mounted "A" type hydraulically powered, individually controlled main outriggers. Underslung "A" type outriggers for rear stabilization. Two high strength steel boom sections and one fiberglass boom section hydraulically telescoping boom with one double acting 6" lift cylinder. Exposed cable carrier to boom tip. Hydraulically self-leveling 40" x 60" top mount fiberglass and steel work platform with remote leveling from platform, power take-off and pump drive, pump, holding valves on all cylinders, fire extinguisher, remote start/shutdown at upper and lower controls and (2) body harnesses. Installed on chassis, tested and ready to operate. Unit certified to ANSI A92.2 for Vehicle-Mounted Elevating and Rotating Aerial Devices, Category C insulating, 46KV rated. Working Height 55 ft. Platform minimum capacity 600 pounds. The unit must be a turnkey application.

DETAILED SPECIFICATIONS: Offeror shall indicate in the spaces provided the brand, model, type, size, or capacity, etc., as appropriate to the equipment being offered, for each item listed herein. If appropriate, it is acceptable to indicate "As Specified." However, if the item or component offered differs from the specifications, the Offer must indicate this. For example, if the specification requires the minimum platform height to be 50' ground to platform floor, and the item offered has a platform height of 52', the Offeror must indicate this in the space provided.

ACCEPTABLE MODELS: Elliot Hi-Reach I-50F, Versalift LT-56

Description of item(s) offered

Minimum Platform Height

50' ground to platform floor.

Minimum Working Range

55' height and 40' side reach.

Work Platform

Inverted "A" sub-frame with fiberglass, open grating bottom and fiberglass tubular rails, bonded and nylon bolted. Detachable platform support fitted to end of telescoping section with 2" diameter platform pivot shaft. Equipped with safety rope on opening and two safety lanyard attachment loops. Two safety harnesses and lanyards provided. Standard rating minimum 600 lbs.

Platform Leveling System

Hydraulic "closed" system, consisting of twin platform cylinders, interacting with a boom-actuated master cylinder mounted in boom support turret. System provided with factory-set relief valves to compensate for oil expansion or overload during platform leveling operation. Remote re-leveling controls provided in platform and at ground controls to give precise re-leveling capability.

Platform Controls

Proportional fiber optic controls meter pilot-operated, pressure-compensated modulating valves. Remote controls for boom operations from platform operate from a removable remote control box. Hi/Lo range, start/stop and engine speed toggle controls also located at platform. Fiber optic remote control light conductor to extend through the column to cable carrier on side of boom to

Specifications

extending boom sections.

Lower Controls

Mounted on curbside of turret.

Outrigger Controls

Parallel, open-center stack valve for lever-operated control of right and left outriggers. Main and secondary outrigger valves shall be mounted at the rear, under each corner of the bed, with roadside valve controlling roadside outriggers and curbside valve controlling curbside outriggers.

Outriggers

"A" type main outriggers with 12-1/2 ft. spread. Additional stabilization to be provided by under-slung rear outriggers. Unit to be equipped with an outrigger boom interlock which will not allow boom to be raised if outriggers are not properly placed.

Frame

One piece, all welded, box-type fabrication with integral outrigger mounts. Bolt-on torque frame distributes load to rear outriggers.

Turret

Reverse offset turret shall be a one-piece weldment. The turret shall rotate on large diameter ball bearing.

Rotation

Continuous turret rotation with no stops. Hydraulic motor shall drive the turret through a self-locking gear box.

Boom

High-strength steel rectangular tube sections have minimum 1/4" wall thickness. Platform section shall be constructed of continuous-strand intertwined fiberglass and shall have minimum 3/4" wall thickness. Assembly shall include heavy-duty cylinder fittings, pivot pins, and replaceable wear pads and polyurethane rollers.

Boom Extension

One opposed "double-case" double-acting 2-1/2" I.D. cylinder with 1-1/2" diameter rod to extend fiberglass section first, retract last. One external 3" I.D. cylinder with 2" rod to extend middle section.

Lift

One double-acting 6" full displacement, long stroke cylinders provide smooth and stable boom elevation. Equipped with holding valve to prevent boom from falling in event of hose failure.

Cylinders

All cylinders shall have microhoned cylinder tubing, chrome shafts, top grade packing and protective rod wipers. Cylinder-mounted holding valves shall be provided on all load-holding cylinders.

Hoses

Specifications

Lower boom pressure hose to be wire braid reinforced with a minimum safety factor of 4 to 1. Hoses at boom tip and in cable carrier fiberglass tube shall be non-conductive orange. All hoses are to be Arctic Grade, to withstand temperatures to -50 F.

Oil Tank Capacity

Minimum 35 gallon capacity mounted to truck frame on roadside.

Hydraulic System

Operating pressure approximately 2,000 PSI minimum. System to be parallel open center type and shall be equipped with liquid-filled pressure gauge. Oil shall be supplied to upper cylinders through hydraulic union in center of turret to cable carrier along side of boom.

Anti-Vacuum System

Positive pressure system maintained to safeguard insulated boom from vacuum flashover.

Pump

Gear type, direct mount to truck PTO. 14 GPM @ 2,000 PSI minimum on high engine speed.

PTO

Heavy-duty, high-speed. Cable engaged from cab.

Cab Equipment

PTO cable with indicator lights installed in truck cab. Engine speed control and start/stop installed with control switches in platform remote control box and also located at lower controls. U/L approved 5:BC dry chemical fire extinguisher installed in truck cab.

Operators Manual & Video

Two copies of operation, maintenance, safety and parts manual provided with each unit. Operational and safety video provided at delivery.

Paint

Top of bed painted with black nonskid surface. Tread/traction control on all surfaces.

Bumper

Bureau of Motor Carrier Safety rear bumper.

Weight

Approximately 11,500 lbs. with 18' steel-floor bed less truck.

Bed

Length 18', Width approximately 98" with 3/16" steel tread plate floor, 6" rub rail and heavy duty cross members. Stake pockets on both sides of bed. Spray suppressant splash guard installed. Chassis stop/turn/back-up lights remounted as necessary. Rear clearance and side market lights with reflectors on bed.

Specifications

Rear Mount

Two-worker fiberglass bucket.
Platform – 24 x 48 x 42

Heavy-Duty Hydraulic Winch

Mounted at the base of the boom for a long fleet angle and flat level spooling of cable. Heavy-duty, two-speed winch supplied with 150 ft. of 3/4" polyester double braid rope and weighted swivel hook.

Hydraulic Lines to Platform

Wood-Floor Bed
Line Bodies
Tool Storage
Full Cab Guard

Auxiliary Let Down

12 Volt

Truck Chassis

Approximately 120" C.A. (Cab-Axle) RBM 900,000 in-lb. per rail 10,000 lb. front axle and 29,000 lb. GVWR. Truck must have extended rear frame, increased cooling, heavy-duty front and rear springs, 12V electrical system with high capacity alternator, cab clearance stop/tail/backup lights, and I.D. lamps. Also required are front tow hooks, pintle hook, 10R22.5-12 ply mud and snow tires for off highway use, hydraulic brakes (ABS).

Automatic Transmission

4X4, 5-speed (Direct Drive, no overdrive)

Transmission PTO

Long life Coolant

Fuel Tank – 50 gallons ± 10 gallons , Fuel-Water Separator

Wheels – Hub-Piloted Steel, powder coated

Brakes: heavy duty, w/dust shields, and larger, more durable brake pads

Warranty

Boom: 1-year

Truck: 3-year or 150,000 mile on engine and transmission

Checklist of Required Submittals

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

- a. The proposal was received on time
- b. The correct number of copies were submitted (1 original and 1 signed copy of a Technical Offer. 1 original Rate Response Form submitted in a separate sealed envelope included with the submittal package)
- c. The proposal was submitted in the correct format
- d. The proposal forms were properly signed
- e. All other necessary forms were included
- f. All material alterations or erasures, if any, were initialed

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

2. The following goldenrod pages must be submitted with your proposal:

- a. Rate Response Form(s) **in a separate sealed envelop (Page 16)**
- b. Specifications (Completed with description of item being offered) **(Pages 12-15)**
- c. Proposal Transmittal Form **(Page 18)**
- d. Statement of Compliance Form **(Page 19)**
- e. Representations, Certifications, and Statements of Offerors **(Pages 20-27)**

Proposal Transmittal Form

Firm Name: _____ Telephone: (_____) _____

Address: _____ FAX: (_____) _____

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.

DEFINITION OF SMALL BUSINESS CONCERN applicable to this RFP:

NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE: 333924

NAICS CLASSIFICATION NAME: Industrial Truck, Tractor, Trailer, and Stacker Machinery Manufacturing

In order to qualify as a small business for this solicitation, the number of employees of the concern and its affiliates during the preceding twelve (12) month period must not exceed 750.

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)

Statement of Compliance Form

I hereby acknowledge receipt of University of Alaska Fairbanks Request for Proposals (RFP) No. 04P0019DH, 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

**Representations, Certifications, and Statements
of Bidders/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.

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(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.

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

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

TIN: _____

TIN has not been applied for.

TIN is not required because: _____

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

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

Other. Explain basis _____

(d) Corporate Status of Bidder/Offeror:

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

Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services

Other corporate entity

Not a corporate entity

Sole proprietorship

Partnership

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

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

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

Name_____

TIN_____

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

Joint Venture consists of:

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

(Attach additional sheet(s) if necessary.)

4. CONTINGENT FEE REPRESENTATION AND AGREEMENT

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

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

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

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

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

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

**Representations, Certifications, and Statements
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- (2) A signed statement indication that the SF 119 was previously submitted to the same procurement officer, including the date and applicable solicitation or contract number, and representing that the prior SF 119 applies to this offer or quotation.

5. AUTHORIZED NEGOTIATORS.

The offeror represents that the following persons are authorized to negotiate on its behalf with the University in connection with this solicitation: (List names, titles, 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, Facility County, State, Zip Code)	Name and Address of Owner and Operator of the Plant or if other than Offeror
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

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.

Representations, Certifications, and Statements of Bidders/Offerors

"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 its stock owned by one or more socially and economically disadvantaged individuals or (2) has its management and daily business controlled by one or more such individuals.

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

10. WOMAN-OWNED SMALL BUSINESS REPRESENTATION

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

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

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

11. PREVIOUS CONTRACTS AND COMPLIANCE REPORTS

The Contractor represents that:

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

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

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

12. CERTIFICATION OF 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--

Representations, Certifications, and Statements of Bidders/Offerors

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

**Representations, Certifications, and Statements
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17. ASSURANCE OF FEDERAL COMPLIANCE BY THE CONTRACTOR

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

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

18. CERTIFICATE OF INDEPENDENT PRICING AND PLEDGE TO REFRAIN FROM ANTICOMPETITIVE PRACTICES

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

19. PENALTY FOR FALSE STATEMENTS

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

21. DRUG FREE WORKPLACE

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

22. BIDDER AND PRODUCT PREFERENCE ENTITLEMENT

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

(1) Bidder Preference

5% Alaska Bidder Preference (AS 36.30.170)

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

(2) Product Preference

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

Items: _____

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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)