REQUEST FOR PROPOSAL (RFP) NO. 13P0008SAS

TITLE OF SOLICITATION:
Project Name: Legal Services Register

The University of Alaska is requesting proposals from attorneys interested in providing legal services for the University in order to establish a pool of qualified attorneys from which to select counsel whenever the need for such services may arise.

EMAIL OR DELIVER PROPOSALS TO:
For Delivery of electronic media:
University of Alaska Fairbanks
Procurement & Contract Services
3295 College Rd, Rm 103
Fairbanks, AK  99709
For Email: sasnedden@alaska.edu

PROPOSALS MUST BE RECEIVED NO LATER THAN:
October 15, 2012
4:00 PM. Alaska Time
(FAX PROPOSALS WILL NOT BE ACCEPTED)

SUBMITTAL DEADLINE

PRE-PROPOSAL CONFERENCE:
None Scheduled

DEADLINE FOR QUESTIONS:
October 1, 2012

ISSUE DATE:
August 15, 2012

Offers will be received in the following format(s):
☒ USB Flash Memory    ☒ CD or DVD    ☒ Email sasnedden@alaska.edu

Faxed, telegraphed proposals, or proposals submitted by means other than those indicated above are not acceptable and shall be rejected as non-responsive.

NOTICE TO OFFERORS:
POINT OF CONTACT FOR RFP INQUIRIES:
Scott Snedden, Senior Contracting Officer
e-mail: sasnedden@alaska.edu
Phone: 907.474.7787
Fax: 907.474.7720

MAILING ADDRESS:
University of Alaska Fairbanks
Procurement & Contract Services
3295 College Rd, Rm 103
Fairbanks, AK 99709

The person designated above in this notice shall be the only contact for all inquiries regarding any aspect of this RFP or its requirements. Offerors who seek or receive information regarding this solicitation from any University official other than those listed above may be declared non-responsive and removed from further consideration. A copy of this solicitation, support documents and any amendments issued shall be accessed from the UAF Procurement and Contract Services Website at the following starting link:

http://tinyurl.com/UAF-Solicitations

AVAILABILITY OF FUNDING:
A contract resulting from this RFP shall only be issued subject to the availability of funding. The funding source ☒ allows or ☐ does not allow application of Alaska preference laws.

PROCUREMENT OFFICER:
Scott A. Snedden,
Senior Contracting Officer
A. PURPOSE OF SOLICITATION

This Request for Proposals (RFP) will develop registers of qualified attorneys available to 1) represent and advise the University of Alaska in various areas of the law and 2) provide services as independent hearing officers for use in internal University matters such as employment termination, student suspension, and procurement disputes. See Section D for areas in which the University will be seeking legal representation or advice. A register of qualified and available counsel will be developed for each concentration area and for independent hearing officers.

The University anticipates opening this request for proposal (RFP) process approximately once every five years to allow new or revised offers from qualified attorneys. However, the University, at its sole discretion, may elect to request or accept proposals from qualified attorneys during the five-year period as result of which successful offerors may be added to the registers.

Please see RFP Cover Sheet, Section B, Section F and Section H for required proposal format.

To be considered in this process, a proposer must meet the minimum qualifications outlined herein and submit one (1) Register Response Package for each area of concentration in which they seek consideration, or for independent hearing officer, which must be received by UAF Procurement and Contract Services by the date and time specified on the RFP Cover Sheet or as subsequently amended.

Faxed Proposals will not be accepted.

The University reserves the right to reject any or all proposals submitted. Any inquiries concerning this Request for Proposal (RFP) should be addressed by email to Scott Snedden, Senior Contracting Officer[sasnedden@alaska.edu], UAF Procurement and Contract Services.

Note: Prospective proposers are encouraged to submit questions or requests for clarification by email to Scott Snedden, Senior Contracting Officer[sasnedden@alaska.edu], UAF Procurement and Contract Services.

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<tr>
<th>ANTICIPATED SCHEDULE FOR AWARD</th>
<th>PROJECTED TIMELINE</th>
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<tbody>
<tr>
<td>Negotiate Contract...............as needed</td>
<td>Review..............................2 weeks effort</td>
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<td>Contract Award (approx): ........as needed</td>
<td>Prepare Register(s)...............1 month effort</td>
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<tr>
<th>NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE:</th>
<th>541110</th>
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<tr>
<td>NAICS CLASSIFICATION NAME:</td>
<td>Offices of Lawyers</td>
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In order to qualify as a small business for this solicitation, the business receipts of the concern and its affiliates during the preceding twelve (12) month period must not exceed $7 million.
B. ELECTRONIC SUBMITTAL PROCESS

REGISTER RESPONSE PACKAGE

The final section of this document is integrated into a Register Response Package. A single pdf will be submitted as a proposal for each area of concentration, or for independent hearing officer, assembled into a proposer’s Register Response Package. The Register Response Package consists of five parts: the Cover Sheet, Attorney Information Sheet(s), Attorney Experience and Performance Narrative(s), Proposal Transmittal Form, and Proposal Representations Of Bidders/Offerors Form. The documents shall be assembled in the proper order and combined into a single PDF.

COPIES OF OFFICIAL DOCUMENTS

Proposers/Offerors may request an MS Word copy of the RFP documents to include all forms that require a response or submittal. The University of Alaska Fairbanks, Procurement & Contract Services, Administrative Policy states as follows: “This solicitation is provided as an MS Word document in order to allow offerors the ability to more easily prepare a response to the RFP. The offeror may not add, delete, or alter any language provided by the University in the solicitation. In the event that there is any difference between the language contained in the MS Word version of the solicitation and the Adobe pdf version located on the UAF Procurement website, the language on the website prevails.”

C. GENERAL INFORMATION

UNIVERSITY OF ALASKA ORGANIZATIONAL INFORMATION

The University of Alaska is the only public institution of higher learning in the State of Alaska. It represents a statewide system of higher education that consists of a system office; three separately accredited regional Universities, including regional campuses and a separately accredited community college, and various extension and research sites. The University was established at Fairbanks, Alaska by Congress in 1915 as the Alaska Agricultural College and School of Mines; in 1935 it was renamed the University of Alaska; and in 1959 was established as the state university under the Alaska State Constitution. The University has expanded to include full-service universities in Fairbanks, Anchorage, and Juneau; a separately accredited community college in Valdez, and campuses in Bethel, Dillingham, Ketchikan, Kodiak, Kotzebue, Nome, Palmer, Sitka, Soldotna, and rural education and extension sites throughout the state.

The University is governed by an 11 member Board of Regents appointed by the governor. The chief executive officer for the University system is the University President. Chancellors head each of the major regional academic units; the University of Alaska Fairbanks, the University of Alaska Anchorage, and the University of Alaska Southeast. The system’s administrative offices are located in Fairbanks.

The University has a legal existence sanctioned by the Constitution of the State of Alaska and is responsible for managing its financial and legal obligations. The University is substantially self-insured
with regard to workers’ compensation, employment, property, tort and contract claims. The Office of the General Counsel of the University is responsible for the oversight and coordination of all legal matters affecting the Board of Regents and the University. The Office of the General Counsel includes five in-house counsel located in Fairbanks.

D. SCOPE OF SERVICES

Selected counsel will provide all legal services requested by the University and/or required in order to fully represent the University in the assigned matter. Counsel for representation and advice may also be required to provide any legal services required to undertake an appeal of an adverse decision. These services include but are not limited to: preparation of legal memoranda and other documents, preparation and filing of answers to complaints, any additional necessary pleadings, all discovery and discovery responses, development of expert and lay witnesses, depositions, motion practice, trial and any and all other legal services required to bring an assigned case to conclusion. The General Counsel's Office will serve as the primary contact and will be apprised of case developments as appropriate.

AREAS OF CONCENTRATION

The areas of concentration for representation and advice are:

- administrative law, including student appeals;
- admiralty/marine protection and indemnity;
- bankruptcy;
- communications/FCC;
- construction, including architects/engineers errors and omissions;
- contracts, including insurance;
- disability law;
- employment, including wrongful termination, discrimination, and employee relations;
- employee benefits;
- environmental/hazardous materials issues;
- export compliance/ITAR;
- immigration;
- intellectual property and copyright/patent;
- labor/collective bargaining;
- land management (real property, oil and gas, and/or timber);
- personal injury/tort liability;
- public competitive procurement/disposal;
- public debt financing;
- public utilities;
- workers’ compensation;
- appellate practice; and
- trial practice.
**INDEPENDENT HEARING OFFICERS**

The University will also develop a register of independent hearing officers for use in internal University matters such as employment termination, student suspension, and procurement disputes.

**PROPOSERS SHOULD BE AWARE THAT DUE TO ETHICAL CONSIDERATIONS, PLACEMENT ON A REPRESENTATION/ADVICE REGISTER MAY DISQUALIFY A PROPOSER FROM WORKING AS AN INDEPENDENT HEARING OFFICER AND VICE VERSA.**

**E. GENERAL PROVISIONS**

**CASE ASSIGNMENT, MANAGEMENT AND BILLINGS**

The University will contract with private counsel whenever the General Counsel's Office is unable to represent or advise the University in a particular matter or when the General Counsel’s office determines it is in the University’s best interest to do so. When the University has determined that there is a need for private counsel, the University may make a selection from the register of the areas of law which relate to the issue in the case by taking into consideration the reputation, credentials, price, experience, location, performance for the University (including quality of work, communications with the University, billings, etc.), availability of attorneys on the register and such other objective or subjective information known to or opinions held by the University at the time. **Additionally, the University reserves the right to assign cases by any legal procurement method separate from this RFP.**

The selected counsel will be contacted to determine whether he or she is available and does not have a conflict of interest with the University or other parties involved in the matter to be assigned. Should that counsel either not be available or have a conflict of interest, another attorney may be selected.

During the course of performance, the General Counsel's Office will serve as the primary contact with retained counsel, who must keep the General Counsel's Office and the University apprised of case developments on an appropriate basis. If required by the General Counsel’s Office, counsel will propose and attempt to adhere to a cost budget. Attorney billings will be itemized with the amount of professional effort for each discrete task segregated, and directed to the General Counsel’s Office no more frequently than monthly. Each billing shall consist of a detailed invoice separately listing time and actual expenses. Billings shall segregate the amount of time spent on discrete tasks to enable the University to determine how much time is spent on a particular matter. If requested, billings or separate statements shall reflect cumulative totals of billings on each task. No payment will be made prior to the approval of the invoice by the Office of the General Counsel.

**CONTRACT NEGOTIATIONS**

Contract negotiations will commence when needed and as appropriate for each assignment. More than one successful proposer may be contacted with respect to the same assignment. If appropriate, negotiations may provide for a flat fee, contingent fee or fee structure other than hourly.
FAILURE TO ARRIVE AT AGREEMENT
If negotiations with one or more attorneys fail to result in assignment for a specific task, the University may terminate negotiations and begin negotiations with other attorneys listed in the register.

CONTRACT TYPE
Legal services will be contracted as “professional services” as provided in the University's procurement regulations.

CONTRACT TERM
Generally, the period of performance for any contract entered into as a result of this RFP will be from the date of assignment to the date of completion; however, the University reserves the right to terminate a contract at any time, for any reason, or for no reason, without penalty.

LOCATION OF WORK
The location and/or locations where the work is to be performed, completed and managed will depend on the individual matters assigned.

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

CONTRACT ADMINISTRATOR
Unless otherwise directed by the President of the University, the University General Counsel’s Office will serve as the contract administrator for any contract awarded as a result of this solicitation.

CONFIDENTIALITY OF EDUCATION RECORDS
The Family Educational Rights and Privacy Act (FERPA) limits the use and redisclosure of personally identifiable information from student education records. Contractors must agree to hold education records in strict confidence. Contractors shall not use or disclose information from education records except as permitted or required by the contract. Contractors and their officers, employees, and agents shall use the information only for the purposes for which the disclosure was made. Contractors shall not disclose the information to any other party without the prior consent of the student. Contractors shall destroy or return the information to the University upon termination, cancellation, expiration or other conclusion of the contract, or when the information is no longer needed by Contractor for the purposes of the contract. Paper and electronic versions of student records must be appropriately safeguarded against unauthorized access.
SUBCONTRACTING

Contractors will not have the right to subcontract any portion of the work without the University’s prior consent. The University will have the sole discretion to allow or disallow subcontracting, however, there may be more than one attorney, from more than one office, selected to work on a given matter. The University requires that subcontractors meet its criteria for responsible prospective contractors. The University may require replacement of any subcontractor at any time, for any reason, or for no reason, without penalty.

JOINT VENTURES

Joint ventures will not be acceptable for the proposing or performance of any contract to be awarded pursuant to this RFP.

OWNERSHIP OF DOCUMENTS

Other than hearing officer notes, all documents and other work developed in the performance of a contract are the sole property of the University and may be used by the University for any purpose without additional compensation to the Contractor. The Contractor agrees not to assert any rights or to establish any claim under patent or copyright laws. The Contractor, for a period of five (5) years after final payment under a contract, agrees to furnish and provide access to all retained materials at the request of the Office of the General Counsel. Unless otherwise directed by the University, a contractor may retain copies of all the materials that were required to be surrendered to the University.

SOLICITATION/ADVERTISING

No attorney or firm may use the name of the University in advertising without the express written consent of the President of the University.

NEWS RELEASES

News releases pertaining to this RFP, the project to which it relates, or individual assignments, may not be made on behalf of the University or otherwise without the prior written approval of the Office of the General Counsel, which approval may be withheld for any reason.

INDEMNIFICATION AND HOLD HARMLESS

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

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

**INSURANCE**

The Contractor shall not commence work until satisfactory evidence has been provided to the University that the Contractor can cover the following requirements with regard to the Contractor and all subcontractors when engaged in any work performed under the contract.

Without limiting Contractor’s indemnification, Contractor shall purchase at its own expense and maintain in force at all times during the performance of services policies of insurance covering the following types and limits:

1. **Workers' Compensation Insurance:** The Contractor shall provide and maintain, for all employees of the Contractor engaged in work under the contract, Workers' Compensation Insurance as required by the laws of the state where the work is to be performed. The Contractor shall be responsible for Workers' Compensation Insurance for any subcontractor who directly or indirectly provides services under the contract. This coverage must include statutory coverage for states in which employees are engaging in work and employer's liability protection not less than $1,000,000 Each Accident, $1,000,000 Each Employee, $1,000,000 Policy Limit and must include a Waiver of Subrogation.

2. **Comprehensive (Commercial) General Liability Insurance:** Coverage limits not less than $1,000,000 Per Occurrence, $2,000,000 General Aggregate. Policy must show the University of Alaska as additional insured and where generally applicable shall include premises-operations, independent contractors, products/completed operations, broad form property damage, blanket contractual, and personal injury endorsements.

3. **Comprehensive Automobile Liability Insurance:** Covering all owned, hired, and non-owned vehicles with coverage limit not less than $1,000,000 Combined Single Limit.

4. **Professional Liability Insurance:** Covering all errors, omissions, or negligent or wrongful acts of the Contractor, subcontractor, or anyone directly or indirectly employed by them, made in the performance of the contract which result in financial loss to the University with coverage limits not less than $1,000,000 each claim and $5,000,000 Aggregate, or any combination of coverage that may include Umbrella limits to reach the total Aggregate.

Certificates of Insurance must be furnished to the Contract Administrator prior to beginning work and must provide for a 30-day prior written notice to the University of cancellation, non-renewal, or material change. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach and grounds for termination of the Contractor's services.

**F. PROPOSAL FORMAT**

The University wishes to discourage unnecessarily lengthy and costly proposal preparation. To ensure that proposals are screened fairly, accurately and consistently, proposers must submit proposals in the specific format outlined in this document and on the Register Response Package. Failure to comply
with this specific format may cause a proposal to be rejected as non-responsive and to thereby be eliminated from further consideration.

Proposers must complete and submit forms required by this RFP (see Proposal Response Format Section H), including Cover Sheet, Attorney Information Sheet(s), Attorney Experience and Performance Narrative(s), Proposal Transmittal Form, and Proposal Representations Of Bidders/Offerors Form, as well as comply with the additional requirements set forth herein.

Proposers must clearly indicate each area of concentration in which they seek consideration. For the purpose of submitting a proposal response, independent hearing officer is considered an area of concentration.

Proposers are required to complete a separate proposal response for each individual attorney or firm seeking to be qualified in an area of concentration. A proposal response from a firm must include the required information (Attorney Information Sheet and Attorney Experience and Performance Narrative) for each lead attorney in the specified area of concentration.

**MULTIPLE OR ALTERNATE PROPOSALS**

It is acceptable for an attorney or a firm to submit proposals in different areas of concentration. It is acceptable for individual attorneys from the same firm to submit separate proposals in the same area of concentration, as long as the firm does not also submit a proposal in that area of concentration.

Multiple or alternate proposals from the same firm or the same attorney in a single area of concentration are unacceptable and shall be considered non-responsive.

More than one proposal in one area from any one attorney will result in all proposals in that area of concentration from the proposer being declared non-responsive.

**BAR MEMBERSHIP**

Each attorney must be admitted to the appropriate specialty bar (e.g., patent, admiralty, etc.) or be authorized to practice law and possess the necessary applicable professional licenses required by Alaska law at the time designated in the Request for Proposal for opening and thereafter.

Alaska Bar Membership or other appropriate credentials must be evidenced by indicating each individual attorney's membership or registration number on the Attorney Information Sheet.

Proposers must clearly indicate which locations and/or judicial jurisdictions they practice or are licensed to practice.

**GRIEVANCES AND JUDGMENTS**

Proposers must disclose any negative results of Bar grievances or disciplinary proceedings and all judgments adverse to proposer and in favor of a client of proposer.
CONFLICT OF INTEREST

Proposers must indicate by case name, case file number, issues and final outcome, any civil proceeding in which any attorney proposing to perform services for the University is presently representing, or has represented, a party in that proceeding against the University. Civil proceedings include both judicial and administrative proceedings.

Each proposal shall include a statement indicating whether or not the proposer’s firm or any individual who may work on an assigned matter has other possible conflicts of interest and, if so, the nature of such conflicts.

The University reserves the right to cancel a contract award if any interest disclosed from any source identifies a conflict of interest which could either the appearance of a conflict or, in the case of hearing officers, cause speculation as to the objectivity of the services to be performed by the proposer. The General Counsel’s determination shall be final with respect to whether a conflict of interest or appearance of conflict of interest exists, or is significant enough to be disqualifying. Existing conflicts of interest will not prevent proposers from being placed on the register of qualified proposers for future or unrelated work.

RATE AND COST INFORMATION

Proposers are required to provide a full and complete breakdown of their fee structure, including hourly rates for attorneys and support staff, and all expenses for which the proposer will expect to be reimbursed at actual costs.

Rates quoted must be firm through the FY2012-2013 fiscal year.

Note that travel may be reimbursed only if it is pre-approved by the University and only for an amount pursuant to the University’s travel regulations.

EXPERIENCE AND PERFORMANCE NARRATIVE

Proposers must describe their relevant background, experience and qualifications for the specific area of concentration utilizing the evaluation criteria set forth in Section G and the appropriate response form.

Unless otherwise explained in terms of the significance of the reporting attorney’s role, experience reported must be as sole or lead counsel and must be the product of the reporting attorney and support staff.

The RFP allows for a three (3) page, double spaced, page limitation for each attorney in each area of concentration. Proposals exceeding this limitation may not be considered.

PROPOSER LITERATURE

Proposers may include with their proposal any advertising, brochures, or other informational literature, at the proposer’s discretion, which describes their practice or may otherwise supplement their proposal. Submitting such literature, however, may not be done in lieu of submitting other documents or
PROCUREMENT & CONTRACT SERVICES

information as may be required by the RFP and will be considered for informational purposes only and not for evaluation purposes.

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Please Note:
Proposals will become public information after award of this RFP, in accordance with Alaska law. Once submitted, all proposals become the property of the University of Alaska.

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G. EVALUATION AND AWARD

ADMINISTRATIVE EVALUATION

UAF Procurement & Contract Services will perform an evaluation of administrative responsiveness to determine if proposers have complied with the proposal requirements. These include:

- The proposal was received on time.
- The electronic submittal was performed properly with correct forms and signatures.
- A copy of the Alaska Business License pursuant to which the proposer operates, or alternative documentation, was included.
- Evidence of membership in the Alaska Bar or appropriate specialty bar was included.
- No material alterations or erasures were included unless initialed by signer of proposal.
- Proposal was submitted in the requested format.

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

COMMITTEE EVALUATION

Proposals that pass the administrative evaluation process for compliance with the RFP requirements will receive further evaluation by a Proposal Evaluation Committee consisting of a member or members of the Office of the General Counsel and up to two other University employees.

A review of each proposal submitted in response to this RFP will be conducted by a member or members of the Proposal Evaluation Committee to determine suitability for placement on the register of qualified proposers. Division of labor within the committee as is deemed appropriate by the committee may occur. All members of the committee need not evaluate all proposals or all aspects of any proposal. The final decision on any proposal rests with the Office of the General Counsel.

The following is a list of evaluation criteria to be considered in evaluating counsel proposing to provide representation and/or advice:

1. Relevant general legal qualifications and experience
2. Qualifications in litigating or adjudicating cases and drafting operative documents in the proposed area of concentration
3. Cost Proposal

The following is a list of evaluation criteria to be considered in evaluating counsel proposing to serve as independent hearing officers:

1. Relevant general legal qualifications
2. Dispute resolution experience
3. Cost Proposal

The University is entitled to consider a proposer’s reputation and references. In addition to former clients, the University may contact references, including the following:

1. Representatives of the State of Alaska Department of Law
2. Alaska Court System
3. Members of the Alaska Bar Association
4. Anyone else who may have knowledge of the proposer

Investigation through contacts with references will be at the discretion of the University. By submitting a proposal, each proposer authorizes the University to, at its discretion, investigate the proposer and inquire of any references concerning the proposer. As consideration for evaluation of a proposal, proposers release the University and any references from any and all liability arising out of such investigation and inquiry. At the request of the University, proposers must provide signed releases of liability as deemed appropriate by the University to facilitate any investigation/inquiries undertaken.

Proposals may be disqualified and not further evaluated if, in the discretion of the evaluator(s), any aspect of the proposal or proposer’s qualifications is so deficient or otherwise lacking in suitability to the needs of the University as to suggest that the proposal should not be accepted.

NOTICE OF REGISTER PLACEMENT

After completion of the evaluation process, the issuing office will issue a Notice of Register Placement that will be available for review on the UAF Current Solicitation website.

BASIS OF REGISTER PLACEMENT

The University shall place all attorneys whose proposals meet the University’s requirements, price and non-price factors considered, pursuant to the processes listed herein, on a list of attorneys eligible to provide legal services in each area of concentration and as independent hearing officers. Proposals shall be evaluated on a “Pass/Fail” basis. Attorneys on the list shall not be ranked. It is anticipated that multiple attorneys shall be placed on each list. However, being placed on the list does not guarantee that an attorney shall be selected to provide legal representation for the University.

Selection for each assignment will be made on an as-needed basis to supplement the efforts of the University’s General Counsel’s Office based on an internal, flexible and informal evaluation that takes into account such factors as an appropriate representative of the Office of the General Counsel deems RFP and Legal Register Response Package

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relevant to each particular assignment. At its sole discretion, the University reserves the right to select the attorney that it deems to be best suited to provide the required services, whether or not on the register. Selection of counsel may be based upon ability of an attorney to meet a schedule, price, or other criteria as determined by the University. Counsel who have demonstrated exceptional competence in an area of law for which they have been selected may be selected to provide services in any other area of law.

**INTERIM PROCUREMENTS**

At any time, an attorney who has not previously had a proposal evaluated by the University may submit a proposal for evaluation. All proposers whose proposals meet the University’s requirements may be added to the list of eligible contractors to provide service to the University. Any proposer whose proposal does not meet the University’s requirements may resubmit a proposal no sooner than one year after notification by the University that it has been rejected.
H. PROPOSAL RESPONSE FORMAT

- All proposers are required to complete a separate Register Response Package consisting of five parts for each area of concentration in which consideration is sought:
  - Response Form 1 - Cover Sheet;
  - Response Form 2 - Attorney Information Sheet(s);
  - Response Form 3 - Attorney Experience and Performance Narrative(s);
  - Proposal Transmittal Form; and
  - Proposal Representations Of Bidders/Offerors Form.

- A law firm must complete a separate Response Form 2 - Attorney Information Sheet and a separate Response Form 3 - Attorney Experience and Performance Narrative for each attorney who will be primarily responsible for an assigned matter for each area of concentration in which consideration is sought.

- One electronic copy of each applicable proposal Register Response Package is required. Failure to provide the requested information in the requested format may result in disqualification.
This Request for Proposals (RFP) will develop registers of qualified attorneys available to 1) represent and advise the University in various areas of the law and 2) provide services as independent hearing officers for use in internal University matters such as employment termination, student suspension, and procurement disputes. See Section D for areas in which the University will be seeking legal representation or advice. A register of qualified and available counsel will be developed for each concentration area and for independent hearing officers.

A proposal will consist of a Register Response Package for each area of concentration in which the attorney or firm seeks consideration. For the purpose of submitting a proposal response, independent hearing officer is considered an area of concentration.

Complete the following forms for each area of concentration in which consideration is sought.
RESPONSE FORM 1 - COVER SHEET

AREA OF CONCENTRATION:  
(Name of area of concentration – or independent hearing officer)

Proposal is submitted by (check one):

[ ] Name:  
Individual Attorney

OR

[ ] Name of Firm:  
Law Firm

Name of each attorney in law firm who will be primarily responsible for an assigned matter in this area of concentration:

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Submit a separate Response Form 2 - Attorney Information Sheet and a separate Response Form 3 - Attorney Experience and Performance Narrative in this area of concentration for each attorney listed above.
RESPONSE FORM 2 - ATTORNEY INFORMATION SHEET

ATTORNEY NAME: .....................................  ALASKA BAR MEMBER #: .....................................
POSITION IN FIRM: .....................................  DATE OF ADMISSION TO AK BAR: .....................................
OTHER CREDENTIAL (patent attorney registration, etc.): .....................................

LIST ADMISSION TO ALL OTHER JURISDICTIONS (e.g., SUPREME CT, U.S. FEDERAL):

BUSINESS ADDRESS:

TELEPHONE #: .....................................
MOBILE #: .....................................
EMAIL: .....................................

ATTORNEY HOURLY RATE: .....................................
HOURLY RATE FOR SUPPORT STAFF: .....................................

OTHER COST INFORMATION:
List all expenses for which the proposer will expect to be reimbursed at actual costs:

CONFLICT OF INTEREST:

(report case, issues and status of past and present actions against University - see Section F – Conflict of Interest)

BAR GRIEVANCES AND DISCIPLINE, AND JUDGMENTS IN FAVOR OF CLIENTS:

(report case, issues and status of past and present actions against University - see Section F - Grievances and Judgments)
• Utilizing the evaluation criteria set forth in Section G, describe the attorney’s relevant background, experience and qualifications for this area of concentration.

• There is a three (3) page, double spaced, page limitation for each attorney in each area of concentration. Proposals exceeding this limitation may not be considered.

• Resumes and proposer’s literature may be attached and will not count towards the page limit. Submitting such literature, however, may not be done in lieu of submitting other documents or information as may be required by the RFP and will be considered for informational purposes only and not for evaluation purposes.
PROCUREMENT & CONTRACT SERVICES

PROPOSAL TRANSMITTAL FORM

Firm Name: _______________________________ Telephone: (______) ____________

Address: ________________________________

FAX: (______) ____________________________ Email: ______________________________

Alaska Business License No. __________________________
The Offeror has made true and accurate representations, certifications, and statements regarding its status and its proposal in the Representations and Certifications by Bidders/Offerors included in this proposal, including representations regarding small business status.

NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE:
The North American Industry Classification System (NAICS) is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy. http://www.census.gov/eos/www/naics/

NAICS Code applicable to this solicitation are indicated in the Purpose of Solicitation section of the RFP Specifications or Statement of Work.

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

SBA size standards applicable to this solicitation are indicated in the Purpose of Solicitation section of the RFP Specifications or Statement of Work.

Certification:
Bidders/Offerors agree by submittal of their bid or offer by electronic means that: Email responses may not be as secure or confidential as if delivered or mailed in a sealed envelope; The risk of delayed transmissions, especially as the submittal deadline approaches, is substantial; Electronic responses must include all required pages, and information and shall be received in its entirety prior to the submittal deadline; An Incomplete electronic response, or a response not received in its entirety prior to the submittal deadline, are late and may be rejected as untimely; That no accommodation will be made for receipt of electronic responses that are late due to busy networks, equipment incompatibility, or delays in transmission, and that rejection of a bid due to the above causes is not grounds for protest; The bidder bears sole responsibility for follow-up to ensure that the entire document has been received timely.

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

Signature: _______________________________ Date: __________________________

Name: ________________________________ (please print)

Title: ________________________________ (please print)
PROCUREMENT & CONTRACT SERVICES

PROPOSAL REPRESENTATIONS OF BIDDERS/OFFERORS FORM

STRIKETHROUGHS OF TEXT INDICATE THAT THE TERM OR CONDITION DOES NOT APPLY TO THIS SOLICITATION.

1. TYPE OF BUSINESS ORGANIZATION
The Bidder/Offeror, by checking the applicable box, represents that--

(a) It operates as

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

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

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

2. PARENT COMPANY INFORMATION
The Bidder/Offeror by checking the applicable box, represents that--

☐ It is independently owned and operated and it is not owned or controlled by a parent company or parent organization.
☐ It is not independently owned and operated; it is owned or controlled by a parent company or parent organization; and the full name and address of the Bidder/Offeror's parent company or parent organization is:

☐ If not independently owned and operated, the parent company or parent organization's Taxpayer Identification Number (TIN) or Employer Identification Number (E.I. No.) is

______________________________________________.
3. TAXPAYER IDENTIFICATION
(a) Definitions

(1) "Common parent," as used in this solicitation provision, means a Bidder/Offeror that is a member of an affiliated group of corporations that files its Federal income tax returns on a consolidated basis.

(2) "Corporate status," as used in this solicitation provision, means a designation as to whether the Bidder/Offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the Bidder/Offeror in reporting income tax and other returns.

(b) The Bidder/Offeror is required to submit the information required in paragraphs (c) through (e) of this provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to reporting requirements described in 4.902(a), the failure or refusal by the Bidder/Offeror to furnish the information may result in a 20 percent reduction of payments otherwise due under the contract.

(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

☐ 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

(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, County, State, Zip Code) Name and Address of Owner and Operator if other than Offeror
8. SMALL BUSINESS CONCERN REPRESENTATION

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

9. SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION

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

(b) Definitions.

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

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

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

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

"Small disadvantaged business concern," as used in this provision means a small business concern that is (1) at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or a publicly owned business having at least 51 percent of 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--

(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.

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/OFFEROR CERTIFICATION AND REPRESENTATION SIGNATURE

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

(1) Bidder Preference

☐ 5% Alaska Bidder Preference (AS 36.30.170)
☐ 10% Alaska Employment Program Preference (AS 36.30.170(c))

(2) Product Preference

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

Items: ____________________________________________________________
5% Class II Alaska Product Preference, (AS 36.30.332)
Items: ________________________________________________________________
______________________________________________________________
______________________________________________________________

7% Class III Alaska Product Preference, (AS 36.30.332)
Items: ________________________________________________________________
______________________________________________________________
______________________________________________________________

5% Recycled Product Preference, (AS 36.30.339)
Items: ________________________________________________________________
______________________________________________________________
______________________________________________________________

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