



Anchorage School District

Educating All Students for Success in Life

Purchasing Department, 4919 Van Buren Street, Anchorage, AK 99517-3137

INVITATION TO BID

THIS IS NOT AN ORDER

Show the following on the outside of the sealed bid envelope:
ITB 2025-516 TAXICAB SERVICES TERM CONTRACT

DATE ISSUED:
JUNE 20, 2025

DUE: **PRIOR TO 10:00 A.M., LOCAL TIME**
DATE: **JULY 3, 2025**

The Anchorage School District (referred to as the “District”) invites sealed bids from qualified vendors to provide TAXICAB SERVICES TERM CONTRACT, in accordance with the following documents that are a part of this ITB 2025-516:

Section	Title	Pages
Cover Page	Invitation to Bid	Consisting of 2 pages
Section I	Instructions to Bidders	Consisting of 6 pages
Section II	Additional Provisions	Consisting of 4 pages
Section III	Scope of Services & Insurance Requirements	Consisting of 7 pages
Attachment A	Signature Page	Consisting of 1 page
Attachment B	Bidder’s Checklist	Consisting of 1 page
Attachment C	Bid Form	Consisting of 1 page
Exhibit A	State of Alaska Sex Offender/Child Kidnapper Certifications (SOCK)	Consisting of 3 pages
Exhibit B	Sample DPA (Data Protection Addendum to Agreement)	Consisting of 7 pages
Exhibit C	Sample Daily Rider List	Consisting of 1 page
Exhibit D	Sample Account Application Form	Consisting of 1 page
Exhibit 1	Disadvantaged Business Enterprise (DBE) Supplemental Terms and Conditions	Consisting of 7 pages

THIS ITB IS FUNDED WITH A FEDERAL GRANT AND HAS DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM PARTICIPATION REQUIREMENTS.

AVAILABILITY OF ITB:

This Invitation to Bid (.pdf) is available electronically at the District’s Purchasing website: <https://www.asdk12.org/Page/5417>.

AWARD:

This ITB may result in more than one award. Award(s) will be made to the lowest responsive, responsible bidder(s) in accordance with Board Policy 3311, Administrative Regulation 3311.1(a).1. Evaluation for determining the lowest bid(s) shall be made in the aggregate. **TO BE CONSIDERED FOR AWARD, ALL ITEMS MUST BE BID.**

PLAN HOLDER’S LIST:

A copy of the current plan holder’s list can be viewed at:

http://apps.asdk12.org/depts/purchasing/meeting/Plan_Holders/2025/2025-516.xlsx

PRE-BID CONFERENCE:

A pre-bid conference will be held at 10:00 a.m., Local Time, June 25, 2025, at the Purchasing Department's Conference Room located at 4919 Van Buren Street, Anchorage, Alaska. Prospective Bidders are encouraged to participate by teleconference by calling (907) 742-6750. The line will be available approximately 5 minutes prior to the conference start time.

SECTION I
INSTRUCTIONS TO BIDDERS

A. GENERAL REQUIREMENTS

This solicitation is an INVITATION TO BID (referred to as “ITB”) governed by applicable Anchorage School Board Policies, including Section 3311 of said Policies. School Board Policies are available at www.asdk12.org/School Board/policy. Bidders should read this ITB and review all instructions contained herein. Incomplete or incorrect bids may be rejected as not conforming to the essential requirements of this ITB. Bids submitted on other than the prescribed forms contained in this ITB will be rejected. Bidders may copy the forms contained in the ITB for use in their bids; however, substitute forms or formats are unacceptable.

B. EXAMINATION OF CONTRACT DOCUMENTS

Bidders should read this ITB and review all instructions contained herein. The submission of a bid shall constitute acknowledgement that the bidder has thoroughly examined and is familiar with the solicitation documents.

C. DEBARMENT AND SUSPENSION

Bidders must fully comply with the requirements regarding debarment and suspension in Subpart C of 2 CFR Part 180, as adopted by the Department of Education at 2 CFR Part 3485.12. Bidders are responsible for ensuring lower tier covered transactions include a term or condition requiring compliance with Subpart C of 2 CFR Part 180 and 2 CFR Part 3485, entitled Responsibilities of Participants Regarding Transactions. Contractors, subcontractors, or suppliers that appear on the Excluded Parties List System are not eligible for award of contracts that are a covered transaction under Subpart B of 2 CFR Part 180 and 2 CFR Part 3485. Bidders may access the Excluded Parties List System at www.sam.gov.

D. CONFLICT OF INTEREST

1. The Contractor agrees to certify that District employees, School Board members, or a member of their household are not in conflict of interest with the contract and Board Policy 3311, Administrative Regulation 3311.1(e).1.
2. Board Members, District employees, and their household and/or immediate family members are required to comply with Board Policy 3311, Administrative Regulation 3311.1(e).1 and the Municipal Ethics Code by disclosing conflicts of interest. The responsibility for complete and timely filing rests solely with the Board Member or District employee.

Note: *Notice of Intent to Respond to Public Solicitation* shall be filed with the Municipal Clerk’s office in advance to allow a minimum of seven (7) calendar days to elapse between electronic publication by the clerk and the final date for submitting a response to the solicitation. The form may be obtained from the Municipality of Anchorage website, www.muni.org/.

District *Disclosure* and *Request for Waiver* forms and instructions may be obtained from the District’s Purchasing Department webpages, www.asdk12.org/purchasing/conflictinterest/.

E. FIRM BID

Bids made in response to this ITB must be good and firm for a period of 120 calendar days from the date specified for submittal of bids.

F. WITHDRAWAL OF BIDS

Bids may be withdrawn on written request delivered to the District Purchasing Senior Director (email is acceptable) only prior to the time specified for submittal.

G. MODIFICATION OF BIDS

Bid modifications requested in person, via fax, or via email for bids already submitted will be considered if received prior to the due date and time as indicated on the Notice/Cover Page of this ITB. Hand delivered, faxed, or emailed bid modifications shall not reveal the amount of the original or revised bid unit price(s) and/or total price(s), but rather should indicate only the dollar amount of increase or decrease of the unit price(s) and or total prices(s). Bid modifications must be signed by an authorized representative of the bidder. It is the responsibility of the bidder to ensure delivery of any bid modifications prior to the due date and time for bid submission. Bid modifications received after the due date and time for submissions will NOT be considered. Bidders are encouraged to ensure that the District has received any bid modifications prior to the bid opening.

H. AVAILABILITY OF FUNDS

Awards are contingent upon the availability of funds.

I. FEDERAL EXCISE TAXES

The District is exempt from Federal Excise Taxes. An Exemption Certificate will be furnished when required.

J. QUESTIONS; METHOD FOR CLARIFICATION

Any bidder in doubt as to the true meaning of any part of this ITB may submit to the District a written request for an interpretation thereof. Questions must be received by the District's Purchasing Department no later than seven (7) calendar days prior to the date set for the submission of bids. Oral questions cannot be answered and are not binding for this ITB. Questions can be submitted as follows:

Reference: ITB 2025-516 TAXICAB SERVICES TERM CONTRACT
Email: purchasing@asdk12.org **PREFERRED METHOD**
[OR Fax: Anchorage School District Purchasing Department, 907-243-6293]
Attn: Shannon Powers, Sr. Purchasing Agent

Two types of questions generally arise. One may be answered by directing the bidder to a specific section of the ITB. These questions may be answered by direct communication to the bidder submitting the question. Questions which, in the opinion of the Purchasing Senior Director, require a more detailed or complex reply, or require an answer that may affect responses to this ITB or may be prejudicial to other prospective bidders, will be answered by issuing an addendum prior to the bid opening.

K. SUBMISSION OF BIDS

1. Complete sealed bids MUST be in the office of the Purchasing Department, Anchorage School District, 4919 Van Buren Street, Anchorage, Alaska prior to the time and date stated on the Cover Page of this ITB. At the submittal deadline, the bids may be opened and publicly read in the conference room of the District's Purchasing Department. It is the responsibility of the bidder to ensure that their complete bid and acknowledgement of subsequent addenda, if any, are in the office of the Purchasing Department prior to the time of the scheduled bid opening.
2. Bidders are cautioned that bids which arrive after the time of the scheduled bid opening will not be considered and will be returned unopened.
3. Bidders should be aware addenda could be issued after the pre-bid conference is held. It is the bidder's responsibility to ascertain if addenda have been issued by checking the District's Purchasing website: www.asdk12.org/depts/purchasing/.
4. No oral change or interpretation of the provisions contained in this ITB is valid. Written addenda may be issued when changes, clarifications, or amendments to bid document are deemed necessary by the District.
5. If mailed, bids shall be addressed as follows:

Anchorage School District
Purchasing Department
4919 Van Buren Street
Anchorage, AK 99517-3137

6. Bids **MUST** be in **SEALED** envelopes with the outside of the envelope clearly marked with bidder's name, address, and phone number and as follows:

BID: **ITB 2025-516 TAXICAB SERVICES TERM CONTRACT**
DUE: **PRIOR TO 10:00 A.M., LOCAL TIME, JULY 3, 2025**

7. **The District will not accept bid responses via fax or email.** Email and faxes are available for informational inquiries only. ITB responses received via fax or email will be considered non-responsive; however, modifications to original bids and addenda, (including signature) may be emailed, faxed, or delivered in person.
8. The District reserves the right to make awards within 120 calendar days from the date bids are due.
9. All bids shall be submitted on the attached Signature Page (Attachment A) and Bid Form (Attachment C) in the spaces indicated and must comply with these instructions.
10. The Signature Page (Attachment A) and Bid Form (Attachment C) must be completed and signed by an authorized representative of the firm submitting the bid. Additional information requested in this ITB shall be submitted as indicated on the Bidder's Checklist (Attachment B).
11. The District reserves the right to accept or reject any and all bids and to waive irregularities.

L. BID CONSIDERATION

Factors that may be considered in evaluating bids in addition to price will include:

1. The ability, capacity and skill of the bidder to perform the contract;
2. Whether the bidder can perform the contract within the time specified without delay or interference;
3. The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
4. The quality of performance by the bidder on previous contracts;
5. Previous compliance by the bidder with laws and regulations relating to the contract.

M. RIGHT OF REJECTION, CLARIFICATION, AND CANCELLATION

The District reserves the right to reject any and all bids, to request clarification of information from any bidder and to waive irregularities in the bid procedures. The District is not obligated to enter into a contract on the basis of any bid submitted in response to this ITB. The District reserves the right, at its sole discretion, to cancel this ITB or any part thereof, at any time, prior to the award of contract under this ITB.

N. REQUEST FOR ADDITIONAL INFORMATION

Prior to the final selection, bidders may be required to submit additional information, which the District may deem necessary to further evaluate the bidder's submission. Responses are due within three (3) calendar days of request by the District.

O. DISTRICT NOT RESPONSIBLE FOR PREPARATION COSTS

The District will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any bid. The District shall not be liable for any cost incurred by a bidder in responding to this solicitation or incurred for any work done, even in good faith, prior to execution of a contract and issuance of a notice to proceed, including but not limited to: bid preparation costs and other costs, including attorney fees associated with any challenge (administrative, judicial or otherwise) to the determination of the lowest responsive, responsible bidder and/or award of contract and/or rejection of bids. By submitting a bid, each bidder agrees to be bound in this respect and waives all claims to such costs and fees.

P. PROTEST AND APPEAL PROCESS FOR AGGRIEVED BIDDERS/PROPOSERS

1. Protest
 - a. An interested party may protest a solicitation or a proposed award of a contract.
 - i) A protest as to the specifications and/or terms and conditions of a solicitation must be received by the Purchasing Senior Director at least five (5) calendar days prior to the due date of the bid or proposal; failure to protest as provided herein constitutes a waiver of any objection to the solicitation.
 - ii) For construction projects and architectural/engineering design services, the protest of a proposed award of a contract must be received by the Purchasing Senior Director within ten (10) calendar days after issuance of the notice of intent to award, except that for purchases under one hundred thousand dollars (\$100,000), the protest must be received within three (3) business days.

- iii) For goods or services, the protest of a proposed award of a contract must be received by the Purchasing Senior Director within seven (7) calendar days after issuance of the notice of intent to award, except that for purchases under one hundred thousand dollars (\$100,000), the protest must be received within three (3) business days.
 - iv) The protest must include the name of the person submitting the protest, the name of the bidder/proposer represented by that person, the specific action or bid/request for proposal contract award which is being protested, a detailed explanation of the reasons for the protest, and the relief requested.
 - v) The aggrieved person must serve all other interested parties with its protest.
- b. The Purchasing Senior Director shall stay the intended award of a contract unless the Purchasing Senior Director determines the award of the contract without further delay is necessary to protect the District's best interest. The Purchasing Senior Director may, in his/her sole discretion, hold a hearing.
 - c. The rights and remedies granted by this section are not available for informal small purchases with an actual or potential value of less than twenty-five thousand dollars (\$25,000). Failure to protest as provided herein constitutes a waiver of any objection to the solicitation and contract award.

2. Appeal

- a. A decision by the Purchasing Senior Director may be appealed to the Anchorage School Board. Any appeal shall be filed with the Superintendent within five (5) days after the decision is received by the protester and must include the name of the person submitting the appeal, the name of the bidder/proposer represented by that person, and a detailed explanation of the basis for the appeal. The aggrieved bidder/proposer must serve all other interested parties with its appeal. Emergency Contract Awards are not appealable.
- b. The Superintendent may obtain an independent review of the appeal issues if the Superintendent determines such review will assist consideration of the appeal. The independent review shall be conducted by a not directly involved District employee or an experienced but disinterested third party from outside the District.
- c. Failure to appeal to the Anchorage School Board as provided herein constitutes a waiver of any objections to the solicitation and the contract award.

3. Consideration of Appeal

- a. The decision being appealed and the findings from the independent review, if any, will be reported to the Board. Upon consideration of the appeal and allowing interested parties an opportunity to address the issues on appeal, the Board may:
 - i) Award the contract as recommended, if applicable, indicating its reasons for rejecting the appeal;
 - ii) Grant the appeal, indicating its reasons for granting the appeal, and determine an appropriate remedy consistent with Board policy. The Board may award the contract at

that meeting to some other bidder/proposer if it finds that a delay in making the award would adversely affect the District;

- iii) Stay any award of the contract to permit further consideration of the appeal, with action to be scheduled as soon as practicable, but in no event more than twenty (20) days after the stay as initiated;
- iv) Reject all bids/proposals in accordance with Board Policy 3311, Administrative Regulation 3311.1(a).13;
- v) Take such other action as appears appropriate and in the best interest of the District under the circumstances, in accordance with Board policy.

4. Frivolous Protests

- a. The signature of an attorney or party on a request for review, protest, motion, or other document constitutes a certificate by the signer that the signer has read the document, to the best of his/her knowledge, information, and belief formed after reasonable inquiry it is well grounded in fact and is warranted by existing law or a good faith argument for the extension, modification, or reversal of existing law, and that it is not interposed for an improper purpose, such as to harass, limit competition, or to cause unnecessary delay or needless increase in the cost of the procurement or of the litigation.
- b. If a request for review, protest, pleading, motion, or other document filed with the Purchasing Senior Director is signed in violation of the paragraph above, the Board, may impose upon the person who signed it, a represented party, or both, an appropriate sanction, that may include an order to pay to the other party or parties the amount of the reasonable expenses incurred because of the filing of the protest, pleading, motion, or other paper, including a reasonable attorney's fee.

Q. PUBLIC RECORDS CLAUSE

This ITB and the resulting bids received, together with copies of all documents pertaining to the award of a contract, will be kept by the Purchasing Department and made part of the record which will be open to public inspection. If a bid contains any information which is proprietary or confidential, each page of the bid containing such information must be clearly marked. Cost or price information will be open to public inspection.

R. CONTRACT

In addition to reading all of the information in the ITB, bidders must read and review the standard contract terms and conditions. The successful bidder shall be required to enter into an agreement with the District which will be substantially similar to the sample.

A sample copy of the form of contract can be viewed at:

http://apps.asdk12.org/depts/purchasing/meeting/Sample_Contract/FORM_OF_CONTRACT.dotx

END OF SECTION I

SECTION II
ADDITIONAL PROVISIONS

A. SEX OFFENDER/CHILD KIDNAPPER CERTIFICATION

Anchorage School Board Policy 3515.5 prohibits a contractor whose employees or agents may have direct or incidental contact with District students from sending any employee or agent to district property who has been convicted of a sex offense under federal law or the law of any state and who is required to register as a sex offender under Alaska law or by court order, or who has been convicted of child kidnapping under federal law or the law of any state and who is required under Alaska law or court order to register on the Alaska Department of Public Safety Sex Offender/Child Kidnapper Central Registry. Board Policy 3515.5 requires contractors to certify in writing the contractor's knowledge of and compliance with Board Policy 3515.5. **Prior to executing a contract for this project**, the selected Contractor shall verify that no employee or agent who will be on district property is registered as a sex offender or child kidnapper in Alaska [Alaska Department of Public Safety "Sex Offender/Child Kidnapper Registry"] or in any other state. In addition, the contractor shall certify that, to its knowledge, no employee or agent is a convicted sex offender or child kidnapper. The required form of certification is included as Exhibit 1 in the bid documents.

1. State of Alaska Sex Offender/Child Kidnapper Registry Contractor Certification

Contractor certifies contractor is familiar with and is in compliance with Anchorage School Board Policy 3515.5, that no employee or agent of contractor who will be on district property is registered as a sex offender or child kidnapper in Alaska [Alaska Department of Public Safety "Sex Offender/Child Kidnapper Registry"] or in any other state in which the employee or agent previously lived or worked, and that, to contractor's knowledge, no employee or agent is a convicted sex offender or child kidnapper.

2. State of Alaska Sex Offender/Child Kidnapper Registry Subcontractor Certification

Subcontractor certifies subcontractor is familiar with and is in compliance with Anchorage School Board Policy 3515.5, that no employee or agent of subcontractor who will be on district property is registered as a sex offender or child kidnapper in Alaska [Alaska Department of Public Safety "Sex Offender/Child Kidnapper Registry"] or in any other state in which the employee or agent previously lived or worked, and that, to subcontractor's knowledge, no employee or agent is a convicted sex offender or child kidnapper.

3. State of Alaska Sex Offender/Child Kidnapper Registry Sub-Subcontractor Certification

Sub-subcontractor certifies sub-subcontractor is familiar with and is in compliance with Anchorage School Board Policy 3515.5, that no employee or agent of sub-subcontractor who will be on district property is registered as a sex offender or child kidnapper in Alaska [Alaska Department of Public Safety "Sex Offender/Child Kidnapper Registry"] or in any other state in which the employee or agent previously lived or worked, and that, to sub-subcontractor's knowledge, no employee or agent is a convicted sex offender or child kidnapper.

B. NONDISCRIMINATION

See sample "Form of Contract" in this ITB for Nondiscrimination terms and conditions

C. INDEMNIFICATION

See sample Form of Contract for Indemnification terms and conditions

D. HOLD HARMLESS

See sample Form of Contract for Hold Harmless terms and conditions

E. PROTECTION OF PROPERTY

See sample Form of Contract for Protection of Property terms and conditions

F. ALASKA BUSINESS LICENSE

The selected bidder must provide the District with the bidder's Alaska business license number prior to award. Bidders should contact the State of Alaska; Department of Commerce, Community and Economic Development; Division of Corporations, Business & Professional Licensing, for information regarding business licensing. Contact information, information regarding business licensing, and business licenses, is available at <https://www.commerce.alaska.gov/web/cbpl/BusinessLicensing.aspx>.

G. LOCAL PREFERENCE - NOT APPLICABLE TO SOLICITATION/CONTRACT

H. BRAND - NOT APPLICABLE TO SOLICITATION/CONTRACT

I. QUANTITIES; CONTRACT VOLUME

The items and quantities shown are in no way indicative of the actual items or quantities the District may purchase. The items and quantities listed are for evaluation purposes only. The District expects, but does not guarantee to purchase the quantities listed. The estimated quantities are based on historical data and are subject to change due to several factors, including availability of funding and District priorities.

J. PRICING AND PAYMENT

1. In the case of discrepancy in the extended price calculation(s), the unit price(s) will prevail.
2. Payment will be made within 30 days after acceptance by the District. The District reserves the right to exercise a 10 day inspection period upon receipt, prior to acceptance. The District will provide notification(s), in writing, of any product not meeting the specifications contained herein. Any product determined to not meet the required specifications will be returned to the successful bidder, at no additional cost to the District and/or replaced with a product which meets or exceeds the required specifications. A successful bidder's failure to furnish a product that does not meet or exceed the required specification may be found in default, and their award may be cancelled in part or in whole, as determined by the District. Official acceptance shall be determined after an inspection of the product.
3. All prices shall be stated in U.S. dollars.
4. **PROMPT PAYMENT DISCOUNTS - NOT APPLICABLE TO SOLICITATION/CONTRACT**
5. **PROCUREMENT CARD PAYMENT - NOT APPLICABLE TO SOLICITATION/CONTRACT**

6. REBATES - NOT APPLICABLE TO SOLICITATION/CONTRACT

7. DELIVERY REQUIREMENTS - NOT APPLICABLE TO SOLICITATION/CONTRACT

8. WARRANTY - NOT APPLICABLE TO SOLICITATION/CONTRACT

9. COMPLIANCE WITH LAWS

See sample Form of Contract for Compliance with Laws terms and conditions

10. OCCUPATIONAL SAFETY AND HEALTH WARRANTY

See sample Form of Contract for Occupational Safety and Health Warranty terms and conditions

11. ASSIGNMENT

See sample Form of Contract for Assignment terms and conditions

12. CONTRACT TERM

The term of the contract(s) shall be effective from July 1, 2025 through June 30, 2028, at the same unit price, with two (2) one-year options, upon satisfactory performance of the Contractor(s), and upon mutual consent of the parties. This ITB may result in more than one award. Award(s) will be made to the lowest responsive, responsible bidder(s) in accordance with Board Policy 3311, Administrative Regulation 3311.1(a).1.

13. TERMINATION FOR CONVENIENCE

See sample Form of Contract for Termination For Convenience terms and conditions

14. TERMINATION FOR DEFAULT

See sample Form of Contract for Termination For Default terms and conditions

15. DISPUTES

See sample Form of Contract for Disputes terms and conditions.

K. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)

1. Parental consent must be obtained before personally identifiable information is used for any purpose other than meeting a requirement under the Individuals with Disabilities Education Act or disclosed to anyone other than officials of agencies collecting or using this information. The District may not release information from these records without parental consent except as provided in this ITB the "Family Educational Rights and Privacy Act" (FERPA).
2. The Bidder(s) acknowledges that information disclosed to it concerning District operations or participants during performance of the Contract that is confidential and/or proprietary to the District, shall not be disclosed to third parties without the District's prior written consent.

3. The Bidder(s) shall establish and maintain procedures and controls for the purpose of assuring that no information in its records or obtained from the District or from others in carrying out its functions under the contract shall be used or disclosed by it. The District reserves the right to review such procedures to ensure acceptability. Persons requesting such information should be referred to the District.
4. All proprietary information and all copies thereof shall be returned to District upon completion of the work for which it was obtained or developed.

END OF SECTION II

SECTION III
SCOPE OF SERVICES & INSURANCE REQUIREMENTS

A. PURPOSE

The Anchorage School District (“District”) invites the submission from **local** qualified taxicab firm(s) **permitted under Anchorage Municipal Code, Title 11 – Transportation, Chapter 11.20 Taxicabs** (See: AMC 11.20.010 through AMC 11.20.140) to provide taxicab transportation services for students who are eligible for the Anchorage School District’s Title I Child in Transition/Homeless Project and other District programs. Cab transportation is used when there are no other transportation options available and is mostly used on days when the District schools are in session (August thru May, approximately 172 days per year). Taxicab transportation services are required when summer school is in session. On some occasions taxicab service is required for Saturday classes and on other days when District schools are not in session to transport students to and from school registration, immunization appointments, or other authorized activities.

B. BACKGROUND INFORMATION

As determined by the McKinney-Vento Federal law, school districts are required to provide transportation to the school of origin for students who are defined as homeless. This law, which was reauthorized with Every Student Succeeds Act (ESSA), provides definition of who is homeless and outlines the obligations of school districts. The Child in Transition/Homeless (CIT/H) Project is charged with determining eligibility and providing appropriate services for homeless students. They set up transportation plans as needed and work closely with the Anchorage School District’s Transportation Department. Whenever possible students are accommodated on existing District school bus routes. In addition to Anchorage School District buses and taxicabs, options for transportation assistance include gas cards, contract buses, and People Mover bus passes. Additionally, ESSA requires school districts and Child Welfare agencies to provide similar transportation support to students in foster care. In ASD, this is achieved through an MOA with the State of Alaska’s Office of Children’s Services (OCS) and may require taxicab transportation for students in OCS custody.

C. SCOPE OF SERVICES

1. The vendor will:
 - a. Have a Central Dispatch Office with one primary dispatch staff person assigned to this ASD account.
 - b. Only use drivers who have a municipal chauffeur’s license.
 - c. Only use drivers who have NOT been charged for actions including, but not limited to; 1) sexual abuse of a minor in any degree (AS 11.41.434-11.41.440); 2) sexual assault in any degree (AS 11.41.410-11.41.425); 3) incest (AS 11.41.450); 4) unlawful exploitation of a minor (AS 11.41.455); 5) contributing to the delinquency of a minor (AS 11.51.130); 6) possession of a controlled or imitation controlled substance (AS 11.71 or AS 11.73); 7) distribution of a controlled or imitation controlled substance (AS 11.71 or 11.73); 8) promoting prostitution in the first or second degree (AS 11.66.110 or AS 11.66.120); 9) indecent exposure in the first or second degree (AS 11.41.458 or AS 11.41.460); 10) persons convicted of felony level violent crimes; 11) persons convicted of crimes or who are alleged to have committed crimes in another state or under federal law which, on the facts alleged, would support an information or indictment under any of the statutes described above; or

12) persons charged with other crimes involving harm or the risk of harm to children; will not be accepted or retained while those actions are pending, as drivers who may have contact with school children. Persons charged with driving while intoxicated or failure to submit to a breathalyzer test will not be accepted as drivers while that action is pending. Persons convicted at any time of driving while intoxicated shall not be acceptable. **See Section II A. Sex Offender/Child Kidnapper Certifications (SOCK) & Exhibit A SOCK Certifications.**

- d. The vendor shall have the ability to conduct background checks of all drivers assigned to trips under this contract. Copies of background checks will be provided to the District upon request.

The District reserves the right to reject any of the personnel assigned driver responsibilities under this contract. The Vendor agrees to take appropriate disciplinary or corrective action against any employee, up to and including elimination from District service, if the District, in its sole discretion, determines the same to be in the best interest and welfare of the District.

- e. All drivers providing service under this contract will be required to attend an annual one-hour training session provided by the District. Training sessions will be made available prior to the start of school in August and at least quarterly during the school year.
- f. Have the ability to dispatch cabs to pick up and deliver students daily to arrive on time for school schedules between the hours 6:45 A.M. to 10:30 A.M. and 2:00 P.M. to 9:00 P.M. Demand increases as the school year evolves.
- g. Have a properly working seatbelt available for every passenger. Most trips involve four or fewer passengers; however, occasionally, there may be a requirement for five passengers.
- h. Have cabs available for other service as needed during the day, including late afternoon and evening tutoring programs.
- i. Ensure each driver and dispatcher has a copy of the scope of services outlining the expectations of their responsibilities.
- j. Ensure a supply of car seats and booster seats to meet the needs of the District so as to be compliant with applicable state and federal laws. Minimum of one booster seat per taxicab.
- k. Prompt, safe and reliable transportation of students to schools and to their homes, while placing a minimum burden on students, their families and school staff, is essential for students to benefit fully from their school program. Because of the nature of the transportation services to be rendered hereunder, it would be impractical and extremely difficult to fix actual damages under the contract that are caused by deficiencies in service that do not result in easily observable personal injury or property damage. Therefore, the Vendor and the District agree that the District may, but is not required to, assess liquidated damages in the amounts set forth in below for the deficiencies in performance identified therein.

The District may assess liquidated damages in the amount of 100 percent of the applicable fare for each of the following performance deficiencies:

- i. Operation of a trip by a driver who has not presented evidence of having received training as specified herein.

- ii. A trip operated by a driver who has been charged with a crime listed in section 1.c. above.
- iii. Failure to provide for the following information for each trip operated:

Date and time of trip
Pick Up and Drop off address
Name of Student(s)
Name of Driver
Medallion Number
Cab number

- iv. Student(s) delivered to a location other than the location requested by the relevant District Programs office.
 - v. Failure to report to the designated location, show identification and sign in when picking up a child at elementary and middle schools.
 - vi. Failure to notify the relevant District Program office when a cab transporting and District student is involved in a crash.
- l. Vendor dispatch logs, GPS reports, reports from building principals and District field auditors will be used as verification of occurrences that may result in assessment of liquidated damages.
- m. Liquidated damages for trip delays, which are, in the sole judgment of the District, clearly and unquestionably caused by factors totally beyond the control of the Contractor, will not be assessed.
- n. All vehicles will have recording devices that record video and sound of passengers. Video will be stored for 168 hours and made available for District to review.
2. Dispatch will:
- a. Call relevant District Program office if information needs to be clarified after receiving daily fax or email of scheduled trips.
 - b. Have an established tracking system that keeps record of students with ongoing cab plans. System will include student name, address, and school.
 - c. Call relevant District Program office to verify student's name or address at any time there is a question.
 - d. Call relevant District Program office immediately to report problems reported by drivers regarding student's behavior in the cab.
 - e. Inform drivers that they are not to knock on family's doors for morning pick-up. A wait fee will not be paid unless preauthorized by relevant District Program office.
 - f. Ensure that vehicles dispatched to riders that need booster seat(s) and/or car seat(s) have the appropriate quantity of car seat(s) and/or booster seat(s) to ensure compliance with applicable state and federal laws.
 - g. Incorporate Exhibit D Account Application Form. The form will be sent from vendors Dispatch to the District's end-users needing Taxicab Services, then the District's end-user

will send to the District's Purchasing Department for review, after internal District review the District end-users will sign and send copy to Vendor Dispatch for their records.

3. Drivers will:
 - a. Produce taxicab company photo ID and chauffer's license that expires annually when requested by a parent or school district personnel.
 - b. Have a trip ticket containing the student's name and address and will produce information if asked by the school.
 - c. Deliver students only to address provided by relevant District Program office; the driver will call dispatch to request verification from relevant District Program office if student or school staff indicates a different pick up or delivery location.
 - d. Allow students only 5 minutes to get to cab after scheduled pick-up time. If cab arrives after scheduled pick-up time, driver still has to wait 5 minutes. *Wait fees will not be paid unless authorized through the vendor dispatch.*
 - e. Ensure that students have entered the facility at the designated address or school location prior to departure. If student is not able to enter building at drop off location, driver will contact dispatch immediately and wait for instructions from relevant District Program office.
 - f. Deliver students only to the designated delivery area at schools. If instructed, drivers will walk a student into the main office. Drivers may be required to enter the main office at the school to pick up students.
 - g. Contact dispatch when a student is not at school for a scheduled pick up. Cab will not leave until relevant District Program office staff verifies they are no longer needed.
 - h. Notify dispatch immediately when there are problems that arise with students' behavior.
 - i. Not smoke in the presence of students, on school grounds, or locations where students are picked up or delivered.
 - j. Ensure that all passengers are complying with state and federal law in regards to seat belt use and child restraint systems use.
 - k. Ensure that only passengers over the age of 12 ride in the front seat of a cab.
4. Capacity
 - a. If Taxicab Company is not able to provide enough cabs to meet the volume needs of the District, the District may, at their discretion, utilize other taxicab or transportation contractors to ensure on time arrival and pick-up of District students.
5. District will:
 - a. The District will provide pickup information to the vendor, by fax/emailing the Daily Rider List, (Exhibit C) with the names, pickup location and destinations of each student requiring a ride. For PM riders the list will be faxed/emailed to the vendor by 11:30 AM and for AM

riders by 3:00 PM the day prior. There may be last minute cancelations or additions. The District will make every effort to communicate any changes in a clear and timely manner.

- b. District Program Contacts:
 - Child in Transition (CIT) Program, 907-742-3833
 - Migrant Education Program, 907-742-4275
 - Special Education Department, 907-742-4236
 - Title IV/Indian Education Department, 907-742-4445
 - Benny Benson Alternative High School/SEARCH, 907-742-2050
 - Save High School, 907-742-1250

D. VENDOR INSURANCE REQUIREMENTS

1. General Requirements. Without limiting the Vendor's indemnification obligations, it is agreed that the Vendor shall maintain for the duration of the contract, at its sole cost and expense, the insurance required below. Where specific limits are shown, they are minimum acceptable limits and if the Vendor's policy contains higher limits, the District will be entitled to coverage to the extent of such higher limits. Certificates of Insurance naming the Anchorage School District as an additional insured must be furnished to the District and must provide for a 30-day prior notice of cancellation, nonrenewal or material change of conditions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of Vendor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21 and shall be with insurers having a Best's rating of no less than A-. The failure to supply satisfactory proof of insurance within the time required will cause the District to terminate this contract and/or to declare the Vendor non-responsive and to reject the contract.

2. Commercial General Liability Insurance covering all business premises and operations used by the Dispatcher in the performance of services under the contract with minimum coverage limits of \$1,000,000 combined single limit per occurrence.

NOTE: Should Commercial General Liability Insurance not be provided, the person's or entity's personal assets may be at risk in the event of injury or lawsuit for any claims. District insurance policies do not cover contracted services.

3. Commercial Automobile Liability Insurance covering any vehicle or vehicles used in the performance of work under this contract, with minimum coverage limits of \$100,000 per person \$300,000 aggregate; and property damage \$50,000.00 per occurrence; and bodily injury or property damage in any one accident caused by an uninsured or underinsured motorist: Bodily injury \$100,000.00 per person, \$300,000.00 aggregate; and property damage \$50,000.00 per occurrence.
4. Worker's Compensation Insurance. Vendor shall provide and maintain for all employees engaged in work under this contract coverage as required by AS 23.30.045; and, where applicable, any other statutory obligations. Vendor shall comply with all applicable provisions of the Alaska Workers' Compensation Act, AS 23.20.010 et seq., while performing work for the District and for the entire term of this contract and any renewal of this contract.
5. Waiver of Subrogation. Waivers of subrogation shall be required on the General Liability insurance policies.

6. Additional Insured Status is required for the General Liability, with the exception of Worker's Compensation insurance policies, shall name the District as an additional insured.
7. Additional Requirements. The Vendor shall notify the District immediately of any material changes in its insurance policies, such as changes in limits, coverages, and change in status of any policy. The Vendor shall furnish the District with a copy of each notice of renewal of the insurance policies required so long as this contract is in effect.

E. TAXICAB/TAXICAB DRIVERS INSURANCE REQUIREMENTS (Vendor to have on file for review if requested by ASD)

- A. If state law establishes insurance requirements for taxicab services, the provisions of this section shall apply only to the extent not inconsistent with the state law. Before any permit is issued for any taxicab, the applicant shall furnish one or more policies or certificates of liability insurance issued by or on behalf of an insurance company that is an authorized insurer or that is placed by a surplus lines broker. If surplus lines insurance is issued, it shall be from an insurer rated A or better by A.M. Best or a comparable rating by a nationally recognized statistical rating organization by the National Association of Insurance Commissioners, and listed by the State of Alaska, Division of Insurance, as an eligible surplus lines insurer. For purposes of this section an "authorized insurer" and "surplus lines broker" shall have the meaning set forth in AS 21.97.900.
- B. The insurance required by this section for vehicles with a manufacturer's rated seating capacity (or, if a minivan, the seating capacity after seat removal to accommodate baggage) of seven persons or less shall provide coverage as follows:
 1. For all bodily injury or property damage arising from one accident: Bodily injury \$100,000.00 per person, \$300,000.00 aggregate; property damage \$50,000.00 per occurrence; and
 2. For all bodily injury or property damage in any one accident caused by an uninsured or underinsured motorist: Bodily injury \$100,000.00 per person, \$300,000.00 aggregate; property damage \$50,000.00 per occurrence.
- C. The insurance required by this section for vehicles with a manufacturer's rated seating capacity (or, if a minivan, the seating capacity after seat removal to accommodate baggage) of eight persons or more shall provide coverage as follows:
 1. For all bodily injury or property damage arising from one accident: Bodily injury \$100,000.00 per person, \$700,000.00 aggregate; property damage \$50,000.00 per occurrence; and
 2. For all bodily injury or property damage in any one accident caused by an uninsured or underinsured motorist: Bodily injury \$100,000.00 per person, \$300,000.00 aggregate; property damage \$50,000.00 per occurrence.
- D. The policy or policies of liability insurance shall be approved as to substance and form by the risk manager for the municipality and filed with the transportation inspector. Insurance policies shall be issued for periods of not less than one year. Permittees shall be allowed to suspend insurance coverage on vehicles idle from service on a month-to-month basis so long as reasonable prior notice is given to the dispatch service and the transportation inspector. Reasonable prior notice is as defined in section 11.40.040B.

- E. The insurance policies required by this section shall contain a clause obligating the insurer or surety to give the District and the taxicab driver affiliated written notice no less than 30 days before the cancellation, expiration, nonrenewal, lapse, or other termination of such insurance. A lapse, cancellation, expiration, nonrenewal, or termination of insurance coverage shall automatically require the taxicab driver's access to the taxicab app to be disabled for so long as the insurance required by this section is not in effect. The insurance policy shall list as a certificate holder:

Anchorage School District
5530 E Northern Lights Blvd.
Anchorage, AK 99504-3135

- F. Posting of insurance notice in the interior of all vehicles regulated by this title must post a notice stating "This vehicle is insured according to Municipal ordinances." No person may provide services with a regulated vehicle unless this notice is properly posted therein.
- G. Before any personal vehicle is authorized for use in providing taxicab services, the taxicab shall verify and retain in its records proof of coverage as required by this section by one or more policies or certificates of liability insurance issued by an insurance company that is an authorized insurer within the meaning of AS 21.97.900. Insurance policies shall be issued for periods of not less than one year.
- H. In the event of an accident, the taxicab driver shall comply with all applicable law regarding provision of insurance coverage information and shall disclose to directly interested parties, automobile insurers, and investigating police officers whether the driver was offering or providing taxicab services.
- I. In a claims coverage investigation, a taxicab and any insurer potentially providing coverage under this section shall cooperate to facilitate the exchange of relevant information with directly involved parties and any insurer of the taxicab driver, if applicable, including the precise times that a taxicab driver logged onto and off of the taxicab 's digital network in the 12-hour period immediately preceding and 12-hour period immediately following the accident and disclose to one another a clear description of the coverage, exclusions, and limits provided under any automobile insurance maintained under state law. (MOA AO (Municipality of Anchorage, Anchorage Ordinance) No. 2017-30, § 1, 3-21-17)

END OF SECTION III

ATTACHMENT A
SIGNATURE PAGE

This form must be returned with the submission/bid.

We the undersigned, in accordance with ITB 2025-516 TAXICAB SERVICES TERM CONTRACT, hereby submit our bid.

Addendum Number(s) _____ is/are hereby acknowledged.

**REPRESENTATION. THE BIDDER REPRESENTS THAT IT IS, IS NOT A MINORITY BUSINESS ENTERPRISE;
AND/OR
REPRESENTATION. THE BIDDER REPRESENTS THAT IT IS, IS NOT A WOMEN BUSINESS ENTERPRISE;
AND/OR
REPRESENTATION. THE BIDDER REPRESENTS THAT IT IS, IS NOT A LABOR SURPLUS AREA FIRM.**

FOR BIDDERS USE ONLY
PLEASE COMPLETE ALL APPROPRIATE INFORMATION

Date: _____

Bidder: _____

Mailing Address: _____

City/State/Zip: _____

Physical Business Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

Email Address: _____

Central Dispatch Phone Number and Point of Contact: _____

Federal Tax ID No.: _____ Alaska Business License No.: _____

Bidder Signature: _____

Printed Name: _____

Printed Title: _____

ATTACHMENT B
BIDDER'S CHECKLIST

INSTRUCTIONS

A. GENERAL

Bidders are advised that, notwithstanding any instructions or implications elsewhere in this ITB, only the documents shown and detailed on this Checklist need to be submitted with and made part of their bid. Other documents may be required to be submitted after bid opening, but prior to award. Bidders are hereby advised that failure to submit the documents shown and detailed on this Checklist may be justification for rendering the bid non-responsive.

B. REQUIRED DOCUMENTS FOR BID SUBMISSION

1. Attachment A, Signature Page must be signed.
2. Attachment C, Bid Form.
3. Erasures and/or other corrections made to the Bid Form must be initialed by the person signing the bid.
4. All addenda issued shall be acknowledged by signing each addendum and submitting prior to the bid opening, or by indicating acknowledgement in the space provided on the Signature Page - Attachment A.

***5. Exhibit 1, Disadvantaged Business Enterprise Supplemental Term, Conditions and Forms**

1. Acknowledgement of Terms, Conditions, and Grant Clauses
2. Certification Regarding Lobbying

*** SUBMISSION ITEM 5: EXHIBIT 1 DISADVANTAGED BUSINESS ENTERPRISE SUPPLEMENTAL TERMS AND CONDITIONS, MUST BE COMPLETED/SIGNED BY THE BID DUE DATE AND SUBMITTED AS PART OF BID OR WITHIN THREE (3) WORKING DAYS OF NOTICE FROM THE DISTRICT.**

ATTACHMENT C
BID FORM

Item	Est. Qty.	Unit	Description	Unit Price	Extended Price
1.	20,000	Each	Flag Drop Fee , When the taxi meter is turned on.	\$ _____ (Per Trip)	\$ _____
2.	150,000	Miles	Meter Rate , actual distance driven.	\$ _____ (Per Mile)	\$ _____
3.	1,200	Minutes	Waiting Rate , ASD authorizes a cab to wait for a rider when not driving – situation; an afterschool drop and the parent is not at home to let student in the home. ASD authorizes a cab to wait (and receive payment) until parent arrives.	\$ _____ (Per Minute)	\$ _____
4.	1,400	Each	No-Go/No-Show Rate , Cab is dispatched to school or home and student does not ride.	\$ _____ (Per Trip)	\$ _____

TOTAL (Items 1 through 4): \$ _____

CONTRACT VOLUME:

The District does not guarantee any minimum nor maximum purchase quantities and/or dollar amounts. The above quantities are for evaluation purposes only. The District reserves the right to increase or decrease the quantities listed at the same unit price(s). The items and quantities shown are in no way indicative of the actual items or quantities the District may purchase. The estimated quantities are based historical data and are subject to change due to several factors, including availability of funding and program priorities.

VENDOR NAME: _____

EXHIBIT A

STATE OF ALASKA SEX OFFENDER/CHILD KIDNAPPER REGISTRY
CONTRACTOR CERTIFICATION

Pursuant to Board Policy 3515.5, Sex Offenders and Child Kidnappers, I
_____ the undersigned Principal for
_____ on Solicitation _____, certify:

1. That I, either personally or through a person designated by me, have researched the State of Alaska Sex Offender/Child Kidnapper Registry to confirm that no employee or agent who may enter Anchorage School District property in connection with the contract is listed in the Registry.
2. That I have required all subcontractors and any of their sub-subcontractors to certify, or they will require all subcontractors and any of their sub-subcontractors to certify, that they researched the State of Alaska Sex Offender/Child Kidnapper Registry to confirm that no employee or agent who may enter district property in connection with the contract is listed in the Registry. I will provide all such certification to the district upon request.
3. To my knowledge, no any employee or agent of bidder, or any sub-contractor or sub-sub-contractor of bidder, who may enter district property in connection with the contract is: (a) listed in the sex offender/child kidnapper registry of any other state; or, (b) is a convicted sex offender or child kidnapper.
4. I have read Board Policy 3515.5 and certify that the bidder will comply with Board Policy 3515.5. Bidder will not send any employee or agent who is a sex offender or child kidnapper to District property, as that term is defined in Board Policy 3515.5.

Contractor Name: _____

Dated: _____

By: _____
Signature

Printed Name

Title: _____

STATE OF ALASKA SEX OFFENDER/CHILD KIDNAPPER REGISTRY
SUBCONTRACTOR CERTIFICATION

Pursuant to Board Policy 3515.5, Sex Offenders and Child Kidnappers, I
_____ the undersigned Principal for
_____ on Solicitation _____, certify:

1. that I, either personally or through a person designated by me, have researched the State of Alaska Sex Offender/Child Kidnapper Registry to confirm that no employee or agent who may enter Anchorage School District property in connection with the contract is listed in the Registry.

2. that I have required all subcontractors and any of their sub-subcontractors to certify, or they will require all subcontractors and any of their sub-subcontractors to certify, that they researched the State of Alaska Sex Offender/Child Kidnapper Registry to confirm that no employee or agent who may enter district property in connection with the contract is listed in the Registry. I will provide all such certification to the district upon request.

3. that if my company enters into an agreement to perform work as a Subcontractor for _____ the General Contractor for the district under Solicitation No. _____, my company will not allow any worker whose name appears on the State of Alaska Sex Offender/Child Kidnapper Registry to perform work on or at the Project site.

Subcontractor Name: _____ Dated: _____

By: _____
Signature Printed Name

Title: _____

STATE OF ALASKA SEX OFFENDER/CHILD KIDNAPPER REGISTRY
SUB-SUBCONTRACTOR CERTIFICATION

Pursuant to Board Policy 3515.5, Sex Offenders and Child Kidnappers, I
_____ the undersigned Principal for
_____ on Solicitation _____, certify:

1. that I, either personally or through a person designated by me, have researched the State of Alaska Sex Offender/Child Kidnapper Registry to confirm that no employee or agent who may enter Anchorage School District property in connection with the contract is listed in the Registry.

2. that if my company enters into an agreement to perform work as a Subcontractor for _____ the General Contractor for the district under Solicitation No. _____, my company will not allow any worker whose name appears on the State of Alaska Sex Offender/Child Kidnapper Registry to perform work on or at the Project site.

Sub-Subcontractor Name: _____

Dated: _____

By: _____

Signature

Printed Name

Title: _____

SAMPLE

ANCHORAGE SCHOOL DISTRICT

DATA PROTECTION ADDENDUM TO AGREEMENT

This Addendum (“Addendum”) is entered into between **[NAME OF CONTRACTOR]** (hereinafter “SERVICE PROVIDER”) and the Anchorage School District (“ASD”) and is fully incorporated into the existing Agreement between SERVICE PROVIDER and ASD (“Agreement”). In this Addendum, “Parties” will refer to SERVICE PROVIDER and ASD collectively. This Addendum is effective on the date it is fully signed.

1. Data Provided. SERVICE PROVIDER acknowledges that its performance of the Agreement may involve the SERVICE PROVIDER receiving, collecting, obtaining, accessing, storing, using, or performing other operations on (collectively, “Processing”) information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual (“Personal Information”).

2. Data Transformation. SERVICE PROVIDER may, with written authorization from ASD, and as permitted by and subject to standards set forth by Applicable Law, de-identify, aggregate, or otherwise transform Personal Information in such a way that does not reasonably, alone or in combination, identify a specific individual, provided that SERVICE PROVIDER does not attempt to or successfully re-identify an individual from such transformed information (“Transformed Data”). Transformed Data is not considered Personal Information for the purposes of this Addendum.

3. Use and Confidentiality of Personal Information. SERVICE PROVIDER agrees to comply with all applicable laws and regulations that apply to Personal Information, including any state and federal privacy and data protection laws (“Applicable Law”). SERVICE PROVIDER agrees to Process Personal Information in strict confidence and in accordance with Applicable Law. Only authorized SERVICE PROVIDER employees or subcontractors that are performing services under the Agreement may Process Personal Information. SERVICE PROVIDER shall not Process Personal Information, except to provide the services described in the Agreement, as required by law, or as otherwise explicitly authorized in writing by ASD. SERVICE PROVIDER shall ensure that all authorized individuals Processing Personal Information received confidentiality training before Processing Personal Information and shall conduct such confidentiality training on an annual basis. SERVICE PROVIDER shall enter into confidentiality agreements with authorized individuals, including subcontractors, with respect to the Personal Information covered in this Addendum.

4. Subcontractors. SERVICE PROVIDER may engage subcontractors in connection with the provision of services under the Agreement and this Addendum. SERVICE PROVIDER must take all reasonable steps to ensure the reliability and qualification of each subcontractor that may be given access to Personal Information. SERVICE PROVIDER shall notify ASD of chosen subcontractors at least ninety (90) business days in advance of SERVICE PROVIDER providing subcontractor access to Personal Information. ASD may reasonably reject the use of a subcontractor, such as due to data protection concerns. SERVICE PROVIDER agrees that ASD’s rejection of a subcontractor does not constitute a breach of this Addendum or the Agreement. SERVICE PROVIDER shall enter into a written agreement with each subcontractor that imposes obligations on such subcontractor that are at least as restrictive as those imposed on SERVICE PROVIDER under this Addendum. SERVICE PROVIDER shall be liable for the acts and omissions of its subcontractors to the same extent SERVICE PROVIDER would be liable if performing the services of each subcontractor directly under the Agreement and this Addendum.

5. Cooperation. SERVICE PROVIDER shall promptly notify ASD upon receipt of a complaint, inquiry, privacy rights request, or other communication from individuals, regulators, law enforcement, or other entity, in relation to SERVICE PROVIDER'S Processing of Personal Information covered by this Addendum. SERVICE PROVIDER shall not respond to such communications, other than as instructed by ASD, unless applicable law requires SERVICE PROVIDER to do so.

6. Children's Personal Information. To the extent that Personal Information is subject to the Children's Online Privacy Protection act ("COPPA"), SERVICE PROVIDER shall ensure that it complies with COPPA, including its notice, privacy policy, and verifiable parental consent requirements. Nothing contained in the Agreement or this Addendum shall be interpreted or construed as ASD providing consent on behalf of a parent to SERVICE PROVIDER under COPPA. Should SERVICE PROVIDER seek COPPA consent from ASD, SERVICE PROVIDER shall enter into a separate Children's Privacy Addendum with ASD, subject to Section 12 of this Addendum.

7. Student Personal Information.

[OPTION 1 – SERVICE PROVIDER IS NOT A SCHOOL OFFICIAL: To the extent that Personal Information is considered an education record as defined by the Family Educational Rights and Privacy Act ("FERPA") ("Education Records"), SERVICE PROVIDER shall ensure that it has obtained the appropriate explicit, written consent, subject to FERPA's consent requirements, to collect, receive, disclose, or otherwise Process such Education Records. SERVICE PROVIDER agrees that where SERVICE PROVIDER obtains such consent directly from the parent and/or student, that it will provide ASD copies of the relevant documents, including notices and consent forms, ("FERPA Consent Documents") prior to providing FERPA Consent Documents to parents and/or students. The FERPA Consent Documents shall comply with FERPA consent requirements, and must (a) be in written form; (b) be signed and dated by the parent and/or student related to the Education Records; (c) specify the Education Records that may be disclosed to SERVICE PROVIDER, including specific types of Personal Information; (d) state the purposes of the disclosure, including any purposes of SERVICE PROVIDER'S Processing of Education Records; and (e) identify the SERVICE PROVIDER as the party to whom the disclosure of Education Records may be made. SERVICE PROVIDER agrees and acknowledges that ASD may require the content of FERPA Consent Documents to differ depending on the services that the SERVICE PROVIDER provides to ASD under the Agreement and any attached statements of work, order forms, or other integrated contracts and depending on the services provided to parents and/or students. SERVICE PROVIDER shall not Process Education Records before ASD approves the relevant FERPA Consent Documents.

SERVICE PROVIDER agrees to fully cooperate with ASD in the event that any individual requests to exercise their rights under FERPA, such as the opportunity to review his/her Education Records or the right to revoke consent. SERVICE PROVIDER also agrees to promptly notify (and in any event within 3 days) ASD in the event SERVICE PROVIDER obtains: (i) written consent to FERPA Consent Documents; or (ii) a revocation of consent to FERPA Consent Documents.

To the extent that ASD has obtained such consent, ASD shall notify SERVICE PROVIDER that such consent has been obtained by ASD before SERVICE PROVIDER processes Education Records and ASD will provide details of any limitations of Processing to SERVICE PROVIDER. SERVICE PROVIDER shall not Process Education Records before appropriate consent is obtained, as determined by ASD, subject to FERPA. ASD shall only Process Education Records as per the consent obtained.]

[OPTION 2 – SERVICE PROVIDER IS A SCHOOL OFFICIAL: To the extent that Personal Information is considered an education record as defined by the Family Educational Rights and Privacy Act (“FERPA”) (“Education Records”), SERVICE PROVIDER shall operate as a “school official” as defined by FERPA, with a legitimate educational interest, and performing services otherwise provided by ASD. SERVICE PROVIDER shall comply with FERPA, to the extent applicable, and shall be under the direct control and supervision of ASD, with respect to its Processing of Education Records. SERVICE PROVIDER does not obtain ownership or other property rights to Education Records in its role as a school official. As a school official, SERVICE PROVIDER shall: (i) cooperate with and assist ASD in establishing reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records, correct erroneous information, and transfer student-generated content to a personal account, consistent with the functionality of SERVICE PROVIDER’S services; (ii) respond in a reasonably timely manner, and no later than ten (10) business days from the date of the request, to respond to ASD’s request for Education Records held by SERVICE PROVIDER, in order to respond to a parent or student’s request to view or correct the Education Records; (iii) not make any re-disclosure of any Education Record or any portion thereof, other than as directed or permitted by ASD or this Addendum, to authorized subcontractors, or as required by applicable law; (iv) not sell, lease, or rent Education Records to any third party; (v) not Process Education Records for targeted or cross-context behavioral advertising purposes; (vi) not develop a profile of a student, family member/guardian or group, for any purpose other than providing services to ASD; (vii) Process Education Records as per any additional instructions provided by ASD; and (viii) provide to ASD a list of its subcontractors that will Process Education Records before SERVICE PROVIDER Processes Education Records, including what Personal Information and Education Records each subcontractor will Process and for what purposes and SERVICE PROVIDER’S determination of which subcontractor shall operate as a “school official” as defined by FERPA.

Where SERVICE PROVIDER discloses Education Records to a subcontractor that is a “school official”, SERVICE PROVIDER shall enter into a written agreement with each school official subcontractor that imposes obligations on such school official subcontractor that are at least as restrictive as those imposed on SERVICE PROVIDER as a school official under this Addendum. SERVICE PROVIDER shall also provide all agreements with such school official to ASD immediately upon ASD’s written request.

Where SERVICE PROVIDER discloses Education Records to a subcontractor that is not a school official, SERVICE PROVIDER’s disclosures shall comply with FERPA, including its consent requirements.

SERVICE PROVIDER shall provide to ASD any copies of relevant consent documents provided to the parent and/or student, whether by SERVICE PROVIDER’S subcontractor or by SERVICE PROVIDER, including notices and consent forms, (“FERPA Consent Documents”) prior to the subcontractor or SERVICE PROVIDER providing FERPA Consent Documents to parents and/or students. The FERPA Consent Documents shall comply with FERPA consent requirements, and must (a) be in written form; (b) be signed and dated by the parent and/or student related to the Education Records; (c) specify the Education Records that may be disclosed to SERVICE PROVIDER, including specific types of Personal Information; (d) state the purposes of the disclosure, including any purposes of SERVICE PROVIDER’S Processing of Education Records; and (e) and identify the SERVICE PROVIDER as the party to whom the disclosure of Education Records may be made.

SERVICE PROVIDER agrees and acknowledges that ASD may require the content of FERPA Consent Documents to differ depending on the services that the SERVICE PROVIDER provides to ASD under

the Agreement and any attached statements of work, order forms, or other integrated contracts and depending on the services provided to parents and/or students.

SERVICE PROVIDER agrees to fully cooperate with ASD in the event that any individual requests to exercise their rights under FERPA, such as the opportunity to review his/her Education Records or the right to revoke consent. SERVICE PROVIDER also agrees to promptly notify (and in any event within 3 days) ASD in the event SERVICE PROVIDER obtains: (i) written consent to FERPA Consent Documents; or (ii) a revocation of consent to FERPA Consent Documents.

This Section 5 does not prohibit SERVICE PROVIDER from using Education Records (a) for adaptive learning or customized student learning (including generating personalized learning recommendations) or (b) to make product recommendations to ASD.]

8. Maintenance of the Data Security: SERVICE PROVIDER shall develop, implement, maintain and use appropriate administrative, technical, and physical security measures to preserve the security, confidentiality, integrity, and availability of all Personal Information, including protecting Personal Information from accidental, unlawful, or unauthorized, destruction of, loss of, alteration of, release of, access to, or acquisition of Personal Information. At minimum, SERVICE PROVIDER shall: (i) implement and maintain a written information security program that safeguards Personal Information based on a dynamic risk assessment process that periodically evaluates security risks and threats; (ii) ensure that there is no material decrease in the level of data security afforded to Personal Information while the Agreement is in effect; (iii) report to ASD without delay if there is any material decrease in security safeguards; (iv) strictly limit access to Personal Information to personnel and subcontractors performing the Services; and (v) take steps to ensure that any individual with access to Personal Information Process Personal Information in confidentiality and does not Process it except on as permitted by this Addendum. For information stored electronically, (a) SERVICE PROVIDER must provide secure, password-protected data server(s) or information network(s); and (b) any electronic transmission of data must be encrypted to prevent interception.

9. Reporting of Unauthorized Disclosures or Misuse of Covered Data and Information: Upon discovery of unauthorized release of, access to, or acquisition of Personal Information, SERVICE PROVIDER shall report the incident to ASD and provide timely information, if known, including: (i) the nature of the unauthorized release, access, or acquisition; (ii) the Personal Information accessed, used or disclosed; (iii) who made the unauthorized access, use and/or acquired, received or transmitted the unauthorized disclosure; (iv) what SERVICE PROVIDER has done or shall do to mitigate any deleterious effect of the unauthorized release, access, or acquisition; and (v) what corrective action SERVICE PROVIDER has taken or shall take to prevent future similar unauthorized release, access, or acquisition. SERVICE PROVIDER shall provide a secure physical environment for storing, filing, maintaining, transferring, and transmitting Personal Information. SERVICE PROVIDER shall provide such other information as reasonably requested by ASD and shall reasonably, and in good faith, cooperate with ASD to comply with applicable data breach laws, including notifying affected individuals and regulators, at ASD's request, and mitigating against potential future unauthorized release of, access to, or acquisition of Personal Information. SERVICE PROVIDER shall not notify any third parties of such an incident affecting Personal Information unless otherwise directed by ASD and/or notification is required to be made by SERVICE PROVIDER under Applicable Law. In each case, ASD reserves the right to review and approve the form and content of any notification before it is provided to any party. SERVICE PROVIDER will pay the reasonable costs and expenses incurred by or on behalf of ASD for investigation, remediation, and notification, as well as any regulatory investigation or penalties, attributed to SERVICE PROVIDER'S acts or omissions, to the extent an unauthorized release of, access to, or acquisition of Personal Information is caused by the acts or omissions of SERVICE

PROVIDER or any of its affiliates, contractors, or personnel or a material breach of the Agreement by SERVICE PROVIDER or any of its affiliates, contractors, or personnel. Such costs shall be considered direct damages under the Agreement and subject to the cap on damages set forth in the limitation of liability provision. To the extent an additional or enhanced cap on damages for unauthorized release of, access to, or acquisition of Personal Information is provided under the Agreement, these costs shall be payable under such cap.

10. Return or Destruction of Covered Data and Information. Upon termination, cancellation, expiration, or other conclusion of the Agreement, SERVICE PROVIDER shall, within ten (10) business days, return all Personal Information to ASD, unless not feasible to do so, in which case, SERVICE PROVIDER will promptly use best practices to, within thirty (30) business days, securely destroy all copies of Personal Information, unless applicable law requires otherwise, in which case SERVICE PROVIDER shall provide ASD notice of such applicable legal requirements and detailed information related to what Personal Information is affected, unless applicable law prohibits such a notice. SERVICE PROVIDER shall provide ASD certified confirmation of such return or destruction within two (2) business days of such return or destruction. SERVICE PROVIDER'S obligations under this Addendum shall remain in effect as long as the SERVICE PROVIDER retains access to or possession of any Personal Information, and it shall remain effective until all Personal Information has been destroyed or returned by SERVICE PROVIDER in accordance with this Addendum.

11. Audits. No more than once a year, or following an unauthorized release of, access to, or acquisition of Personal Information, upon receipt of a written request from ASD with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, SERVICE PROVIDER will allow ASD to audit the security and privacy measures that are in place to ensure protection of Personal Information. SERVICE PROVIDER will cooperate reasonably with ASD and any local, state, or federal agency with oversight authority or jurisdiction in connection with any audit or investigation of SERVICE PROVIDER, and shall provide reasonable access to the SERVICE PROVIDER'S facilities, staff, agents and Personal Information and all records pertaining to the SERVICE PROVIDER LEA. Failure to reasonably cooperate shall be deemed a material breach of the Addendum.

12. Additional Contractual Provisions. If SERVICE PROVIDER processes any Personal Information that is subject to additional protections under Applicable Law that are not explicitly described in this Addendum, SERVICE PROVIDER shall comply with all additional instructions from ASD relating to such Personal Information, as well as make a good-faith effort to enter into additional amendments to this Addendum, as required by Applicable Law, to memorialize such additional protections. For example, to the extent that Personal Information includes protected health information, governed by Health Insurance Portability and Accountability Act, SERVICE PROVIDER SHALL enter into a Business Associate Agreement, as applicable.

13. Indemnification. To the fullest extent permitted by law and in addition to any indemnification obligations under the Agreement, SERVICE PROVIDER shall defend, indemnify, and hold ASD harmless from all claims, liabilities, damages, or judgments involving a third party (including, but not limited to, costs and legal fees and costs, identity protection assistance and similar services procured for consumers, and reasonable technical consultant fees), which relate to or arise from (i) SERVICE PROVIDER'S negligence, willful misconduct, or failure to meet any of its obligations under this Addendum; (ii) SERVICE PROVIDER'S failure to comply with Applicable Laws; or (iii) any unauthorized release of, access to, or acquisition of Personal Information.

14. Remedies for Breach. If ASD reasonably determines in good faith that SERVICE PROVIDER has materially breached any of its obligations under this Addendum, ASD, in its sole discretion, shall have the right to require SERVICE PROVIDER to submit to a plan of monitoring and reporting; provide SERVICE PROVIDER with a thirty- (30-) day period to cure the breach; or terminate the Agreement immediately if cure is not possible. Before exercising any of these options, ASD shall provide written notice to SERVICE PROVIDER describing the violation and the action it intends to take.

15. Conflicting or Inconsistent Terms. If there is a conflict or inconsistency between any terms in this Addendum and the Agreement, this Addendum takes precedence with regards to Personal Information.

16. Severability. If any provision of this Addendum is determined to be invalid, unlawful, or unenforceable by a competent court or regulator, the validity and enforceability of the other provisions in this Addendum will not be affected. The provision(s) determined to be invalid, unlawful, or unenforceable will continue to be in force in those jurisdictions that do not recognize the competency of the court or regulator making the decision or do not otherwise afford reciprocity to such decision.

SERVICE PROVIDER:	ANCHORAGE SCHOOL DISTRICT
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

APPENDIX 1: CHILDREN’S PRIVACY ADDENDUM

This Children’s Privacy Addendum (“Children’s Privacy Addendum”) is entered into between [NAME OF CONTRACTOR] (hereinafter “SERVICE PROVIDER”) and the Anchorage School District (“ASD”) and is fully incorporated into the existing Agreement (“Agreement”) and Data Protection Addendum to the Agreement (“Addendum”) between SERVICE PROVIDER and ASD. To the extent any provision in this Children’s Privacy Addendum contradicts a provision in the Agreement or the Addendum, this Children’s Privacy Addendum shall govern in relation to the Processing of Children’s Personal Information. Any capitalized terms in this Children’s Privacy Addendum that are not defined by this Children’s Privacy Addendum shall take on the defined meaning as in the Addendum.

1. Definitions. For the purpose of this Children’s Privacy Addendum, the following definitions shall apply:
- a. “**Child**” or “**Children**” means any natural person or persons, under the age of thirteen (13).
 - b. “**COPPA**” means the Children’s Online Privacy Protection Act of 1998, and any implementing rules or regulations as may be enacted or amended from time to time.
 - c. “**Children’s Personal Information**” means individually identifiable information about a Child collected by SERVICE PROVIDER through an online service.
 - d. “**Services**” means the services provided by SERVICE PROVIDER to ASD as contemplated by the Agreement.

2. General. SERVICE PROVIDER represents and warrants that it complies with COPPA. SERVICE PROVIDER shall not disclose Children’s Personal Information to any third party unless the

third party is an approved subcontractor, subject to the Addendum, including its Section 4. SERVICE PROVIDER (a) is responsible for performing its own due diligence in reviewing a subcontractor's privacy and compliance practices before using such subcontractor; (b) shall only Process Children's Personal Information for educational purposes and shall not Process Children's Personal Information (i) for commercial purposes not related to the provision of the Services requested by ASD, (ii) for online behavioral advertising, or (iii) to build profiles unrelated to providing the Services as requested by ASD; (c) agrees and acknowledges that it has the sole responsibility to comply with COPPA, and ASD is not liable for ASD's compliance with COPPA.

3. Notice, Consent, and Privacy Rights. SERVICE PROVIDER represents and warrants to (a) provide ASD with a children's privacy notice that includes: (i) the names and contact information of the Children from whom SERVICE PROVIDER has collected Children's Personal Information, (ii) a statement that SERVICE PROVIDER'S will not collect, use, or disclose any Children's Personal Information if ASD does not provide consent, (iii) a description of the Children's Personal Information the SERVICE PROVIDER intends to collect and the potential opportunities for the disclosure of Children's Personal Information, and (iv) a hyperlink to the SERVICE PROVIDER'S relevant and applicable children's privacy policy; (b) provide ASD with a publicly available and relevant children's privacy policy that includes: (i) the name, address, telephone number, and email address of SERVICE PROVIDER, (ii) a description of what Children's Personal Information SERVICE PROVIDER Processes, including whether the Children's Personal Information can be publicly available, (iii) how SERVICE PROVIDER uses and discloses Children's Personal Information, and (iv) how, including any procedures, a parent can review, delete, or refuse further collection or use of Children's Personal Information; (c) upon request from ASD, unless prohibited by applicable law, immediately (i) provide ASD a description of the types of Children's Personal Information collected, (ii) provide ASD access to review Children's Personal Information Processed, (iii) delete Children's Personal Information; and (iv) cease further Processing of Children's Personal Information.

EXHIBIT C
 SAMPLE DAILY RIDER LIST

<i>DEPARTMENT NAME</i> AM/PM DAILY RIDER LIST								
<i>DATE: MONTH DAY, YEAR</i>								
	NAME OF CHILD	AGE	TIME	PICK-UP LOCATION	DESTINATION	PHONE	COMMENTS	BOOSTER?
NEW	<i>Jill Tumbling</i>	<i>8</i>	<i>10:00 AM</i>	<i>Gladys Wood Elementary</i>	<i>1411 California Street</i>	<i>(907) 867-5309</i>	<i>NO CABS TUESDAY PM</i>	<i>Y</i>
	<i>Jack Crown</i>	<i>16</i>	<i>10:25 AM</i>	<i>East High</i>	<i>69411 Ramon Road</i>	<i>(907) 935-0934</i>	<i>Bragaw entrance</i>	
NEW	" "	<i>20</i>	<i>1:30 PM</i>	<i>ACE/ACT</i>	" "	" "		
	" "	<i>15</i>	<i>2:00 PM</i>	<i>Crossroads</i>	" "	" "	<i>CANCEL 10/21****</i>	
	" "	<i>17</i>	<i>2:00 PM</i>	<i>Crossroads</i>	" "	" "	<i>Pick up in back...Drop (childs name) 1st</i>	
	" "	<i>17</i>	<i>2:10 PM</i>	<i>Chugiak High</i>	" "	" "		
	" "	<i>15</i>	<i>2:15 PM</i>	<i>Bartlett High</i>	" "	" "		
	" "	<i>16</i>	<i>2:15 PM</i>	<i>Dimond High</i>	" "	" "	<i>CANCEL 10/21****</i>	
	" "	<i>14</i>	<i>2:15 PM</i>	<i>East High</i>	" "	" "		
	" "	<i>18</i>	<i>2:15 PM</i>	<i>Service High</i>	" "	" "	<i>CANCEL 10/21****</i>	
NEW	" "	<i>14</i>	<i>2:15 PM</i>	<i>East High</i>	" "	" "		
	" "	<i>16</i>	<i>2:20 PM</i>	<i>Eagle River High</i>	" "	" "	<i>After Chugiak</i>	
NEW	" "	<i>17</i>	<i>2:20 PM</i>	<i>Whaley</i>	" "	" "		
NEW	" "	<i>11</i>	<i>3:30 PM</i>	<i>Willow Crest Elementary</i>	" "	" "		<i>Y</i>
	" "	<i>14</i>	<i>4:15 PM</i>	<i>West High</i>	" "	" "	<i>B.K. coach Frank (phone number)</i>	
	" "	<i>12</i>	<i>4:30 PM</i>	<i>Begich Middle</i>	" "	" "		
	" "	<i>12</i>	<i>4:30 PM</i>	<i>Begich Middle</i>	" "	" "	<i>S.B. (phone number) 21st Jen (phone number)</i>	
	" "	<i>7</i>	<i>4:45 PM</i>	<i>Baxter Elementary</i>	" "	" "	<i>w/sib YMCA (phone number)</i>	
	" "	<i>5</i>	<i>4:45 PM</i>	<i>Baxter Elementary</i>	" "	" "	<i>YMCA (phone number)</i>	

VENDOR NAME/LOGO

SAMPLE

Physical Address:
Mailing Address:
Email Address:
Business Office: (907) XXX-XXXX
Fax: (907) XXX-XXXX

ANCHORAGE SCHOOL DISTRICT
SCHOOL(S)/DEPARTMENT(S) ACCOUNT APPLICATION FORM

School/Department Name: _____

School/Department Contact Information:

Name: _____

Phone Number: _____

Email: _____

Billing Address: _____

Type of Charge Authorization:

- Email Faxed Pre-filled Signed Charge Slip

All charge authorizations must specify the locations Students are allowed to travel or the charge cannot be authorized by our dispatchers.

Bill Type:

Bill Frequency:

- Email Mail Weekly Monthly

TO PROVIDE TAXI CAB SERVICES IN ACCORDANCE WITH ITB 2025-516; PER THE TERMS AND CONDITIONS AND PRICING OF TAXICAB SERVICES TERM CONTRACT NO **C000XXX DATED (MONTH DAY, YEAR).**

I CERTIFY THAT I AM AN AUTHORIZED ASD REPRESENTATIVE ALLOWED TO SIGN THIS APPLICATION. I ALSO CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Print Name: _____ Signature: _____ Date: _____

Send your application for review to Attention: ASD Senior Purchasing Agent
purchasing@asdk12.org for review *prior to signing and submitting* your application to
(VENDOR EMAIL ADDRESS).

It will be reviewed and our Billing Office will contact you within 2 – 3 business days.

Thank you for considering (VENDOR NAME) for your transportation needs!

EXHIBIT 1: DISADVANTAGED BUSINESS ENTERPRISE SUPPLEMENTAL TERMS AND CONDITIONS

(2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses)

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications **for the acquisition of supplies, services, equipment, or construction services to insure compliance with 2 C.F.R. § 200.317 through 200.327 and 2 C.F.R. Part 200, Appendix II** for contracts being awarded using Federal Grant funds.

1. Flow Down of Terms and Conditions from the Grant Agreement

Subcontracts: If the vendor Subcontracts any of the work required under this Agreement, a copy of the signed Subcontract must be available to the Anchorage School District (“District”) for review and approval. The vendor agrees to include in the Subcontract that (i) the Subcontractor is bound by the terms of this Agreement, (ii) the Subcontractor is bound by all applicable local, state and federal laws and regulations, and (iii) the Subcontractor shall hold the District harmless against all claims of whatever nature arising out of the Subcontractor’s performance of work under this Agreement, to the extent allowed and required by law.

2. Compliance with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- (5) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the *portion of the sentence immediately preceding the first paragraph* and the provisions of Paragraphs (1) through (7) in every Subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each Subcontractor or Vendor. The Contractor will take such action with respect to any Subcontract or Purchase Order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, That in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or Vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States."
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out

such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

3. Davis Bacon Act (See Contract Provisions within Original Contract, if applicable); and Copeland Anti-Kickback Act (See Attached Certification, if applicable).

Note: In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback Act.

4. Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq.

The Contractor agrees it will require that mechanics and laborers (including watchmen and guards) employed on this federally assisted contract be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

5. Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq.

The Contractor agrees it will require that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

6. Copeland “Anti-Kickback” Act (U.S.C. Section 51)

The Contractor agrees to comply with the Copeland Anti-Kickback Act of 1968, if applicable, which outlaws and prescribes penalties for “kickbacks” of wages in federally financed or assisted construction activities.

7. Reporting

The Contractor will provide any information requested by the District which is determined to be required to comply with 2 C.F.R. § 200 requirements and regulations pertaining to reporting.

8. Patents and Data

No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the Contractor. The grantor agency and the grantee shall possess all rights to invention or discovery, as well as rights in data which may arise as a result of the Contractor’s services.

9. Clean Air Act, Federal Water Pollution Control Act, Executive Order 11738, and US EPA Regulations

Contracts and sub grants of amounts in excess of \$100,000 shall contain a provision that requires the Contractor or recipient to comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. § 1857 (h), Section 508 of the Clean Water Act (33 U.S. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR Part 15 and 61). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

10. Energy Conservation Requirements - 42 USC 6201

Energy Conservation - The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

11. If appropriate to the project, the Contractor will provide assurances regarding the following:

- **Procurement of Recovered Materials.** The requirements of Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89.272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962. The requirements of 6002 include procuring only items designated in guidelines of EPA 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000.

- a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.

- b) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

12. Disadvantaged Business Enterprise Program Goals and Six Affirmative Steps.

The Contractor on this project **shall** carry out the required Six Affirmative Steps, listed as items 1 through 6 below when soliciting subcontractor or supplier bids:

1. Include qualified small, minority, women's business enterprises, and labor surplus area firms on solicitation lists.
2. Assure that small, minority, women's business enterprises, and labor surplus area firms are solicited. If the MBE/WBE is only certified as a Disadvantaged Business Enterprise (DBE), such as through the Small Business Administration (SBA), Alaska District Office; and the Alaska Department of Transportation and Public Facilities (DOT&PF), Civil Rights Office, and the bidder has exhausted all efforts to determine the subcontractor MBE/WBE status, the bidder may document either category of certification to meet the good faith efforts.
3. Divide total requirements when economically feasible, into small tasks or quantities to permit maximum participation of small, minority, women's business enterprises, and labor surplus area firms.
4. Establish delivery schedules, where requirements of the work permit, which will encourage participation by small, minority, women's business enterprises, and labor surplus area firms.
5. Use the services and assistance of the U.S. Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce, as appropriate.
6. If the prime contractor or proposer awards subcontracts/procurements, require the subcontractor to take the affirmative steps 1 through 5 above.

THE FOLLOWING DOCUMENTS NEED TO BE RETURNED TO THE DISTRICT.

1. Acknowledgement of Terms, Conditions, and Grant Clauses
2. Certification Regarding Lobbying

Acknowledgement of Terms, Conditions, and Grant Clauses

Flow Down of Terms and Conditions from the Grant Agreement

Subcontracts: If the Vendor Subcontracts any of the work required under this Agreement, a copy of the signed Subcontract must be available to the Department for review and approval. The Vendor agrees to include in the Subcontract that (i) the Subcontractor is bound by the terms of this Agreement, (ii) the Subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the Subcontractor shall hold the District harmless against all claims of whatever nature arising out of the Subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

Grant Clauses

On behalf of my firm, I acknowledge, and agree to perform all of the specifications and grant requirements identified in this document.

Vendor/Contractor Name _____ Date _____

Authorized Signature _____

Email Address _____

Address/Phone Number _____

Contract Number _____

CERTIFICATION REGARDING LOBBYING

(Byrd Anti-Lobbying Amendment, awards over \$100,000)

The undersigned _____ (Vendor/ Contractor) certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including Subcontracts, sub grants, and Contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Vendor/Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

_____ Signature of Vendor/Contractor's Authorized Official

_____ Name and Title of Vendor/Contractor's Authorized Official

_____ Date