



# ANCHORAGE SCHOOL DISTRICT

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

## REQUEST FOR PROPOSAL

**THIS IS NOT AN ORDER**

Show the following on the outside of the sealed proposal envelope:  
**RFP 2024-610 HAZARDOUS MATERIALS PROFESSIONAL CONSULTING SERVICES – TERM CONTRACT**

ISSUED DATE:  
**JANUARY 30, 2024**

DUE: **PRIOR TO 10:00 A.M., LOCAL TIME**  
DATE: **FEBRUARY 21, 2024**

The Anchorage School District (referred to as the “District” or the “ASD”) invites sealed proposals from qualified persons/firms to PROVIDE HAZARDOUS MATERIAL CONSULTING SERVICES to the District in accordance with the following documents that are a part of this RFP 2024-610:

Cover Page	This Notice/Cover Page	Page(s)
<b>Section I</b>	Instructions to Offerors	Page(s) 2 – 12
<b>Section II</b>	Evaluation of Proposals	Page(s) 13 – 14
<b>Section III</b>	Proposal Format	Page(s) 15 – 16
<b>Section IV</b>	Specifications and Scope of Services	Page(s) 17 – 21
<b>Attachment A</b>	Proposal Transmittal Form	1 Page(s)
<b>Attachment B</b>	Sample Professional Services Agreement (PSA)	4 Page(s)

AVAILABILITY OF RFP: This Request for Proposals (.pdf) is available electronically at the District’s Purchasing website: <http://asdk12.org/depts/purchasing/>

A copy of the current plan holder’s list can be viewed at:  
[http://apps.asdk12.org/depts/purchasing/meeting/Plan\\_Holders/2024/610.xlsx](http://apps.asdk12.org/depts/purchasing/meeting/Plan_Holders/2024/610.xlsx)

SUBMISSION OF PROPOSALS: Proposals must be submitted to the Anchorage School District Purchasing Department, 4919 Van Buren Street, Anchorage, Alaska 99517-3137 prior to the time specified above. Proposals received after that time will not be considered and will be returned. FAXED or ELECTRONIC proposals are not acceptable. Proposals must be submitted in a SEALED package with the outside of the package clearly marked with Offeror’s name, address, and phone number, and as follows:

**REQUEST FOR PROPOSALS 2024-610  
HAZARDOUS MATERIALS PROFESSIONAL CONSULTING SERVICES – TERM  
CONTRACT  
DUE: PRIOR TO 10:00 A.M., LOCAL TIME  
DATE: FEBRUARY 21, 2024**

PRE-PROPOSAL CONFERENCE: **A pre-proposal conference will be held at 10:00 a.m., Local Time, February 6, 2024**, in the conference room of the Anchorage School District Purchasing Department, 4919 Van Buren Street, Anchorage, Alaska to discuss any matter concerned with this RFP. **Prospective Offerors are encouraged to participate by teleconference by calling (907) 742-6750. The line will be available approximately 5 minutes’ prior the conference start time.**

The Anchorage School District is committed to providing reasonable accommodations, according to applicable state and federal laws, to all individuals with a qualifying disability. If you require a reasonable accommodation in order to participate in this or any other district process, please contact the Anchorage School District’s Compliance/Equal Employment Opportunity Office (907) 742-4132.

END OF COVER PAGE

**A. GENERAL REQUIREMENTS**

This solicitation is a REQUEST FOR PROPOSALS (“RFP”) governed by applicable Anchorage School Board Policies, including Section 3311 of such Policies. Anchorage School Board Policies are available at <https://www.boardpolicyonline.com/?b=anchorage>

Offerors should read this RFP carefully and review all instructions contained herein. Incomplete or incorrect proposals may be rejected as not conforming to the essential requirements of the RFP. Proposals submitted on other than the prescribed forms contained in this RFP will be rejected. Offerors may copy the forms contained in the RFP for use in their proposals, but substitute forms or formats are unacceptable. Electronic copies of the forms which offerors must submit as part of any proposal, if any—if not provided with this RFP—may be obtained by contacting the Anchorage School District Purchasing Department. Forms shall not be altered except to supply requested offeror information.

**B. INTENT OF SPECIFICATIONS**

The Anchorage School District desires to enter into a contract with an offeror whose primary business is to provide professional HAZMAT Consulting Services in conjunction with Asbestos Hazard Emergency Response Act (AHEAR)/Environmental Protection Agency (EPA) protocols and District requirements and to complete the contract in accordance with all of its terms and conditions and in compliance with all applicable laws. The scope of work is considered performance oriented and it is the intent of the District to rely on the experience and expertise of the offeror to fully appraise itself of the work required to fulfill the terms of the contract resulting from the RFP.

**C. EXAMINATION OF CONTRACT DOCUMENTS**

Offerors should read this Request for Proposals carefully and review all instructions contained herein. The submission of a proposal shall constitute acknowledgement that the offeror has thoroughly examined and is familiar with the solicitation documents.

**D. CONDITIONS OF THE WORK**

Each offeror must acquaint itself thoroughly as to the character and nature of the services to be provided to fulfill the requirements of the resulting contract. Each offeror must complete a careful examination of the existing systems, infrastructure, geographical features, and prevailing weather conditions, as applicable, and must inform itself fully as to the difficulties to be encountered in the performance of the work, the availability of a qualified work force and other conditions related to providing the required services. No claim of ignorance of conditions that exist or hereafter may exist, or difficulties that may be encountered in the execution of the work, as a result of failures to make necessary investigations and examinations, will be accepted as an excuse for any failure or omission on the part of a successful offeror(s) to fulfill all of the requirements of the contract documents and to complete the work for the consideration set forth therein, or as the basis for any claim whatsoever.

**E. QUESTIONS; METHOD FOR CLARIFICATION**

Any offeror in doubt as to the true meaning of any part of this RFP may submit to the District a written request for an interpretation thereof. Questions must be received by the District’s Purchasing Department at least seven (7) days prior to the date set for the submission of proposals. If such date falls on a weekend or holiday, the deadline shall be the last business day before the weekend or holiday. Questions can be delivered as follows:

Fax: Anchorage School District Purchasing Department @ 907-243-6293  
Attn: Shannon Powers, Sr. Purchasing Agent

Reference: RFP 2024-610 HAZARDOUS MATERIALS PROFESSIONAL  
CONSULTING SERVICES – TERM CONTRACT

**E-mail: [purchasing@asdk12.org](mailto:purchasing@asdk12.org) (PREFERRED METHOD)**  
**Attn: Shannon Powers, Sr. Purchasing Agent**  
**Reference: RFP 2024-610 HAZARDOUS MATERIALS PROFESSIONAL**  
**CONSULTING SERVICES – TERM CONTRACT**

Mail: Anchorage School District Purchasing Department  
Attn: Shannon Powers, Sr. Purchasing Agent  
4919 Van Buren Street  
Anchorage Alaska 99517-3137  
Reference: RFP 2024-610HAZARDOUS MATERIALS PROFESSIONAL  
CONSULTING SERVICES – TERM CONTRACT

Two types of questions generally arise. One may be answered by directing the offeror to a specific section of the RFP. These questions may be answered by direct communication to the offeror 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 RFP or may be prejudicial to other prospective offerors, will be answered by issuing an addendum to all RFP holders prior to the submittal opening.

#### **F. ERRORS AND AMBIGUITIES**

1. Offeror comments concerning discrepancies, defects, ambiguities or other errors in the RFP must be made in writing and received by the District's Purchasing Department at least seven (7) days prior to the date set for the submission of proposals. If such date falls on a weekend or holiday, the deadline shall be the last business day before the weekend or holiday. Comments can be delivered as set forth in Section E, above. Any clarifications, changes or corrections to the RFP will be made only by written notice or addendum issued by the District.
2. If an offeror fails to notify the District of a discrepancy, defect, ambiguity or other error in the RFP, the offeror's proposal shall be submitted at the offeror's own risk and if a contract is awarded as a result of such proposal, the offeror shall not be entitled to additional compensation or other consideration by reason of the discrepancy, defect, ambiguity or other error, or its later correction or clarification. Protests based on any error or omission, or on the content of the solicitation, will be disallowed if the fault has not been brought to the attention of the District, in writing, at least five (5) days prior to the date set for submission of proposals. If such date falls on a weekend or holiday, the deadline shall be the last business day before the weekend or holiday.

#### **G. ADDENDA**

Addenda may be issued when changes, clarifications, or amendments to this RFP are deemed necessary by the District for any reason. If an addendum is issued, the District will make reasonable efforts to ensure that each prospective offeror receives the addendum in a timely fashion. However, the risk of non-receipt of any addendum lies solely with prospective offerors. Offerors should contact the District at the addresses set forth in Section E, above, to ascertain if any addenda have been issued. Offerors must acknowledge receipt of each addendum issued in the space provided on the appropriate addendum form and submit such signed addendum with the proposal. No oral change or interpretation of this RFP shall be relied upon by prospective offerors or shall be binding on the District whether issued at a pre-proposal conference or otherwise.

#### **H. SUBMISSION OF PROPOSALS**

Instructions to Offerors  
Section I

1. All proposals, addenda, and forms must be manually signed. **One (1) original and three (3) copies of the proposal, for a total of four (4).**
2. Proposals delivered by telefax, facsimile or by electronic means are not acceptable and will not be considered.
3. Signed and sealed Proposals must be at the District Purchasing Department on or before the time and date stated on the face page of this RFP. Offerors are solely responsible for ensuring that the offeror's proposal package is received by the District's Purchasing Department by the deadline.
4. Late proposals will not be considered and will be returned to the offeror unopened.
5. Photographs may be included with a proposal as appropriate or as desired by the offeror. Photographs will not be returned to an offeror.
6. Offerors may submit only one proposal for evaluation.
7. No responsibility will attach to any officer or agent of the District for the premature opening of, or the failure to open, a proposal not properly addressed and identified.

**I. ALASKA BUSINESS LICENSE**

Offerors must hold a valid Alaska business license and any necessary applicable professional licenses required by Alaska Statute as a condition of award. Offerors should contact the State of Alaska, Department of Commerce, Community and Economic Development, Division of Occupational Licensing, for information regarding business licensing. Contact information, information regarding business licensing, and business licenses, are available at <http://www.dced.state.ak.us/occ>.

**J. FIRM OFFER**

Offers made in response to this RFP must be good and firm for a period of ninety (90) calendar days from the date specified for submittal of proposals.

**K. WITHDRAWAL OF PROPOSALS**

Proposals may be withdrawn on written request delivered to the District Purchasing Director (fax is acceptable) prior to the time specified for submittal. Proposals not withdrawn prior to the specified time may not be withdrawn for a period of ninety (90) calendar days after the time for receipt of proposals.

**L. DISTRICT NOT RESPONSIBLE FOR PREPARATION COSTS**

Each offeror understands and agrees that it submits its proposal at its own risk and expense and releases the District from any claim for damages or other liability arising out of the Request for Proposals and award process, including but not limited to: proposal preparation costs and costs associated with any challenge (administrative, judicial or otherwise (including attorney fees)) to the determination of the highest ranked proposal and/or award of contract and/or rejection of proposals, except as follows: in the event that a contract is awarded to one offeror, and it is determined after award of the contract that it should have been awarded to some other offeror, the only financial liability of the District, if any, to the aggrieved offeror shall be actual costs reasonably incurred by that offeror in the preparation and submittal of its proposal. No other obligation of any sort is created nor may liability, financial or otherwise, be asserted against the District, its Board, Board members,

employees, agents or insurers to offer to award or award a contract. By submitting a proposal, each offeror agrees to be bound in this respect.

**M. REJECTION OF PROPOSALS**

1. Offerors must comply with all of the terms of this RFP, and all applicable local, state, and federal laws, codes and regulations. The District may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of this RFP and any proposal which contains information or material which cannot be verified or otherwise confirmed for purposes of determining responsiveness to the solicitation.
2. The District reserves the right to waive informalities and minor irregularities, and/or reject any and all proposals, and to not award the proposed contract, if in its best interest. "Informalities and minor irregularities" means matters of form rather than substance which are evident from the submittal, or are insignificant matters that have a negligible effect on price, quantity, quality, delivery, or contractual conditions and that can be waived or corrected without prejudice to other Offerors. These include items that:
  - Do not affect responsiveness;
  - Are merely a matter of form or format;
  - Do not change the relative standing or otherwise prejudice other offers;
  - Do not change the meaning or scope of the RFP;
  - Are trivial, negligible, or immaterial in nature;
  - Do not reflect a material change in the work, or;
  - Do not constitute a substantial reservation against a requirement or provision of the RFP.

**N. SELECTION FOR AWARD**

1. Selection for award will be accomplished in accordance with Anchorage School Board Policy Section 3311 and the terms and conditions of this solicitation. A recommendation for award, based upon the evaluation criteria specified in this RFP, will be made to the Anchorage School Board for approval, unless approval is not required under Board Policy Section 3311.
2. The District may award a contract on the basis of initial proposals received, without discussions. Therefore, each proposal should contain the offeror's best efforts from a technical standpoint.
3. For those awards requiring Board approval, the District's Purchasing Department will make public in the Purchasing Department each Notice of Intent to Award ten (10) calendar days prior to the scheduled date for award by the Board. Offerors may, upon request to the Purchasing Department, review the proposal scoring summary prior to the scheduled Board award date.
4. Any contract awarded as a result of this solicitation will incorporate the contents of this RFP and the successful offeror's proposal, subject to the reservations set forth herein for provisions of a proposal that do not comply with material and substantial terms, conditions, and requirements of this RFP or that impermissibly restrict the rights of the District. The successful offeror(s) will be required to execute a written contract in the form included as part of this RFP and comply with its terms.

**O. NEGOTIATIONS**

After final evaluation, the District may negotiate with the offeror of the highest-ranking proposal. Negotiations, if held, shall be within the scope of the RFP and limited to those items which would not have an effect on the ranking of proposals. The District reserves the right to change terms and

conditions during contract negotiations. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner or fails to negotiate in good faith, or if the offeror and the District, after a good faith effort, cannot come to terms, the District may terminate negotiations and commence negotiations with the offeror of the next highest-ranking proposal.

**P. RESPONSIBLE OFFERORS**

1. A contract will be awarded only to prospective offerors who are determined to be responsible.
2. In order to determine responsibility of a prospective offeror, the District may require offerors to supply additional information or documentation and may perform on-site pre-award surveys. Failure of an offeror to promptly cooperate or supply information in connection with a District inquiry with respect to responsibility may result in a determination of non-responsibility with respect to the offeror.
3. To be determined responsible, a prospective offeror must:
  - a. Have adequate financial resources to perform the contract or the ability to obtain them;
  - b. Be able to comply with the contract performance schedule taking into consideration all existing other business commitments;
  - c. Have a satisfactory performance record;
  - d. Have a satisfactory record of integrity and business ethics;
  - e. Have the necessary organization personnel, experience, accounting and operational controls, and technical skills, or the ability to obtain them;
  - f. Have the necessary equipment and facilities or the ability to obtain them; and
  - g. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

**Q. AWARD OF CONTRACT**

1. Award of Contract
  - a. The district may select up to three (3) firms from the highest ranked proposals for award.
  - b. Selection of the successful offeror will be by a notice in writing signed by a duly authorized representative of the District and no other act of the District or its representative will constitute an acceptance of a proposal.
2. Execution of Contract
  - a. The offeror whose proposal is accepted by the District shall execute the contract and furnish the required insurance within five (5) days after presentation of the contract for signature. Failure or neglect to provide the required insurance or to execute the contract within the time specified, or within such additional time as the District, in its sole discretion, may allow, shall constitute a breach of the agreement affecting the award. The damages to the District for such breach shall include loss due to delay and interference with the District's general operations improvements program, and increased administrative expense, and other items whose accurate amount would be difficult or impossible to compute.

- b. Upon receipt of the above-referenced contract executed by the offeror, and all required insurance certificates, the properly authorized District representatives will execute the contract. The Contract shall not be effective until it is executed by a properly authorized representative of the District.

## **R. AGGRIEVED OFFERORS**

### **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.
  - 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 \$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.
- c. The Purchasing Senior Director may, in his/her sole discretion, hold a hearing.
- d. 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).
- e. 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.
- b. 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.

Instructions to Offerors  
Section I

- c. The aggrieved bidder/proposer must serve all other interested parties with its appeal.
  - d. The Superintendent may obtain an independent review of the appeal issues if the Superintendent determines such review will assist consideration of the appeal.
  - e. The independent review shall not be conducted by a District employee, but must be conducted by an experienced but disinterested third party from outside the District.
  - f. 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.
  - b. 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 AR3311.1(c).1 of 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
    - v. Take such other action as appears appropriate and in the best interest of the District under the circumstances.
4. Frivolous Protests
- a. Signature on Protest Constitutes Certificate
    - i. 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. Sanctions for Violation
    - i. If a request for review, protest, pleading, motion, or other document is filed with the Purchasing Senior Director is signed in violation of Board Policy AR3311.1(c).1, the School 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.

**S. PUBLIC RECORDS/CONFIDENTIALITY**

1. This RFP and the resulting proposals received, together with copies of all documents pertaining to the award of a contract, will be kept by the District's Purchasing Office and made a part of the record which will be open to public inspection after contract award. Proposers, upon request to the Purchasing Officer, may review the proposal scoring summary after issuance of the notice of intent to award has been issued, except to the extent permissibly restricted by the offeror.
2. Offerors are advised to consult School Board Policy Section 1340 and the Alaska Public Records Act, A.S. 40.25.100-40.25.295 to verify if any of their proposal information may qualify for exemption from public disclosure. Exemptions to public disclosure requirements are narrowly construed. As such, the District cannot exempt materials that are not of a truly proprietary nature under applicable law and policy, and cannot be held liable for the disclosure of such information, even if marked for restriction by an offeror.
3. If a proposal contains any information that an offeror reasonably believes is proprietary or confidential, and is subject to protection under applicable law, each such page of the proposal must be marked "Confidential" by the offeror and the offeror must explain the basis for its determination that the information is not subject to disclosure under applicable public records laws. Cost or price information may not be restricted and will be open to public inspection. Marking an entire proposal "confidential" is not acceptable and may result in disclosure of the entire proposal.
4. By submitting a proposal, the offeror agrees to release the District from any liability resulting from the District's disclosure of information not clearly marked "Confidential." The offeror also agrees to defend any action seeking release of information marked "Confidential" and to indemnify and hold the District, its Board, employees and agents, harmless from any judgments, damages and costs awarded against the District, its Board, employees or agents, in favor of a party requesting information submitted by an offeror. Additionally, the offeror understands and agrees that if a request is made under applicable public records laws, the District will notify the offeror of such request but under no circumstance shall the District be required to commence or defend any action to prevent the disclosure of any information submitted by an offeror, including information the offeror believes to be confidential or proprietary.

**T. EQUAL EMPLOYMENT OPPORTUNITY**

1. The Contractor certifies that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, marital status, mental or physical disability, or change in marital status, in employment, provision of services or otherwise. The Contractor shall take affirmative action to ensure such non-discrimination, including but not limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor shall state, in all solicitations or advertisements for employees to work in the performance of this Agreement, that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, marital

status, mental or physical disability, or change in marital status.

3. The Contractor shall comply with the requirements of the Anchorage Municipal Code, Chapter 7.50.010-.120, as well as any procedures adopted by the District to implement the policies set forth therein.
4. The Contractor shall comply with any and all of the applicable laws and directives, and any regulations which may be applicable to the Project or this Agreement.
5. The Contractor shall include the provisions of this Article in every Subcontract and purchase order, and shall require each Subcontractor to include these provisions in every sub-subcontract, so that these provisions will be binding upon each Subcontractor, sub-subcontractor and vendor providing services or goods to the Project.
6. The Contractor shall cooperate fully with the District's efforts which seek to deal with the problem of unlawful discrimination, and with all other District efforts to guarantee fair employment practices under this contract and promptly comply with all requests and directions from the Anchorage Equal Rights Commission and State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.

**U. NON-DISCRIMINATION**

1. No Contractor on any District contract may illegally discriminate on the basis of sex, race, color, religion, gender identity, sexual orientation, national origin, ancestry, age, marital status, changes in marital status, pregnancy, parenthood, physical or mental disability, Vietnam era veteran status, genetic information, or good faith reporting to the board on a matter of public concern in employment, provision of services, or otherwise.
2. Any Contractor submitting a bid or proposal of one hundred thousand (\$100,000) or more must certify that if awarded a contract on the basis of that bid or proposal, he/she as the contractor will not illegally discriminate against any member or applicant for employment because of sex, race, color, religion, gender identity, sexual orientation, national origin, ancestry, age, marital status, changes in marital status, pregnancy, parenthood, physical or mental disability, Vietnam era veteran status, genetic information, or good faith reporting to the board on a matter of public concern in employment, provision of services, or otherwise.

**V. NOTICE OF COMPLIANCE**

1. All successful Contractors shall ensure such non-discrimination.
2. All successful Contractors must agree to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination section and this section shall be deemed to be a part of every contract entered into by the District under these policies.

**W. CONFLICT OF INTEREST**

1. The Contractor agrees to certify that Anchorage School District employees, School Board members, or a member of their household are not in conflict of interest with the contract and Board Policy as follows (AR3311.1(e).1 Disclosure and Waiver of Conflict of Interest):
  - a. No Board member, employee, or a member of their household, shall acquire, directly or indirectly, an economic interest in a District or Municipal contract, or engage in business with the District or the municipality, unless the contract is competitively solicited and other

requirements of Section 3311 of Board Policy and section 1.15 of the Anchorage Municipal Code are met.

- b. The following acts and circumstances shall not be deemed to be in conflict with the performance of official duties if, at the earliest opportunity after having acquired such knowledge, the Board member or employee files a disclosure pursuant to AR3311.1(e).1 or requests and obtains a waiver pursuant to Board Policy AR3311.1(e).2:
  1. Such person owns a sole proprietorship, or is a partner in a partnership, or is an officer, director, major shareholder (five percent (5%) or more of the outstanding shares) or has management control in a corporation that submits a bid, proposal or quotation to the District or attempts to enter or enters into a contract with the District;
  2. Such person has any significant (five percent (5%) or more) financial interest in any sale, lease or rental to the District of any service or property and such person has knowledge that the District intends to purchase, lease or rent the property or service;
  3. Such person wishes to sell or receive royalties on books or materials sold to the District for use in the school system for which the employee is the author;
  4. Such person is an employee who has been providing private services to a child who transfers to a new school or class or advances to a higher grade and the child becomes a student in the class being taught/aided by his/her provider.
2. Board Members, District employees, and their household and/or immediate family members are required to comply with Board Policies and the Municipal Ethics Code by disclosing conflicts of interest.
  - a. When a board member, employee, or their household and/or immediate family member intends to do business with the District, the appropriate District and Municipal forms must be filed by the Board Member or District employee with the Municipal Clerk's Office and the Purchasing Department.

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 **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](http://www.muni.org).

District *Disclosure* and *Request for Waiver* forms and instructions may be obtained from the Conflict of Interest link on the Procurement Department page of the ASD website, [www.asdk12.org](http://www.asdk12.org).

- b. The responsibility for complete and timely filing rests solely with the Board Member or District employee.

## X. SEX OFFENDER/CHILD KIDNAPPER REGISTRY

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. Certification will be required at time of award.

**Y. CONTACT WITH SCHOOL STAFF AND AUTHORIZED SCHOOL COMMUNITY GROUPS**

Offeror is not to contact site's school staff or authorized community groups for purposes of solicitation unless otherwise authorized by the Purchasing Senior Director.

**Z. CONTRACT INDUCEMENTS**

No payment, gratuity or offer of employment shall be made in connection with any contract, by or on behalf of the subcontractor to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

**AA. STANDARD CONTRACT TERMS**

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

END OF SECTION I

**A. EVALUATION OF PROPOSALS**

1. All proposals will be reviewed by the District's Purchasing Department to evaluate administrative responsiveness of proposals to determine if offerors have complied with the administrative proposal requirements and to determine if proposals meet the minimum mandatory criteria set forth below.
2. Proposals meeting minimum mandatory requirements then will be evaluated by an evaluation committee comprised of District employees or other persons deemed appropriate by the District using the Evaluation Criteria specified in this RFP. Evaluation of proposals in accordance with the evaluation criteria will result in a numerical score for each proposal. Each criterion has an assigned weight for this RFP which demonstrates its relative importance. Evaluation of proposals will be accomplished as follows:

- a. Each Evaluator will individually review and score each offeror's proposal on a scale of 0 to 1 for each of the Technical Evaluation Criteria.

A rating of "0" indicates a proposal which is non-responsive and/or provides no quality or value to the District and a rating of "1.0" indicates a proposal which is completely responsive and/or provides significant quality and value to the District. Ratings within the range indicate the level at which the proposal is responsive and/or provides quality and value to the District.

- b. After completion of ratings by each Evaluator, the Selection Committee may discuss the proposal. Evaluators may then alter their ratings; however, any changes shall be based only on the proposal and the Evaluation Criteria.
- c. The chairperson will obtain the ratings for the Evaluation Criteria, which ratings will then be multiplied against the points available for each criterion. The sum of the weighted scores for each proposal will result in a total weighted score from each member of the evaluation committee. The total weighted scores of all Evaluators will be summed to determine the total weighted score for each proposal. The maximum score obtainable for any proposal is equal to the product of the maximum points for the evaluation criteria multiplied by the number of Evaluators.
- d. Based upon the results of the proposal scoring, the District may, in its discretion, conduct discussions with offerors whose proposals are determined to be reasonably susceptible to award. Such discussions, visits and presentations are for the purpose of ensuring full understanding of the requirements of the RFP and offeror proposals and may not result in any material or substantive change to proposals. Offerors selected by the Selection Committee for interviews may be permitted to submit final written, graphic and verbal presentation information for consideration by the Selection Committee in response to the above purposes. Only those members of the offeror's staff who will be in responsible charge and/or will carry out the actual tasks should participate in the interviews.
- e. Subsequent to the interviews, the Selection Committee will make a final rating based upon the original criterion supplemented by interview information for the purposes of determining the highest ranked proposer. The Selection Committee shall use the same procedure as specified for the initial proposal rankings. The final ranking may or may not be the same as the order of ranking after completion of the initial ranking.
- f. For purposes of this RFP, proposals that are "reasonably susceptible to award" means the three (3) highest scoring proposals, unless, in the sole discretion of the District's Purchasing Senior Director, one or more of the three highest scoring proposals did not achieve a score high enough to be within the competitive range and to remain under

Evaluation of Proposals  
Section II

consideration for award when ranked with other proposals or the District received one or more additional proposals that are within the competitive range of the three highest scoring proposals such that the additional proposal(s) may remain under consideration when ranked with the other proposals. This is not a strict mathematical formula and may not be challenged on that basis except in the case of obvious arithmetic errors.

3. The District reserves the right, at any time, to determine that a proposal is non-responsive and to request additional information to determine responsiveness.
4. All Offerors will be advised of the offeror selected for negotiation with a Notice of Intent to Negotiate. If contract negotiations are unsuccessful with offeror selected for negotiation, the School District may either cancel the solicitation or negotiate with other offerors in the order of ranking.

**B. EVALUATION CRITERIA**

Proposals will be scored using the criteria listed below to determine which proposal best meets the needs of the Anchorage School District. The criteria to be considered during the evaluation and their associated weights are as follows:

<b>Item</b>	<b>Criteria</b>	<b>Points</b>
1.	<b>MANAGEMENT</b>	20
2.	<b>FIRM'S EXPERIENCE</b>	30
3.	<b>PROPOSED PROJECT STAFF</b>	40
4.	<b>WORKLOAD AND RESOURCES</b>	10
	<b>TOTAL POINTS POSSIBLE</b>	<b>100</b>

END OF SECTION II

Each response must be identified and keyed to the applicable criterion and assembled in the order in which the criteria are listed in Section II, Part B, so the criterion to which information applies shall be plainly evident. Material not so identified or assembled may be discarded without evaluation. Each proposal shall be submitted on standard 8 1/2" x 11" bond paper bound on one side. Proposals should be prepared simply and economically, providing a straightforward, concise delineation of the capabilities proposed to satisfy the requirements of this RFP. In addition, small print or typeface that is difficult to read may affect scoring.

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified below. **Proposals shall not exceed twenty (20) pages in length** (excluding letter of transmittal, resumes (resumes shall not exceed two (2) pages in length), table of contents, attachments, or dividers. Information in excess of those allowed will not be evaluated or scored. One page shall be interpreted as one side of single lined, typed, 8 1/2" X 11", piece of paper.

To ensure that proposals are evaluated fairly and that comparisons between proposals are accurate, Offerors must submit proposals in the format outlined below. Failure to comply with these requirements may cause a proposal to be rejected as non-responsive and eliminated from further consideration.

**A. PROPOSAL TRANSMITTAL FORM**

Submit the completed Proposal Transmittal Form (Attachment A) as the first page of the proposal. The Proposal Transmittal Form must be signed by an authorized representative of the offeror.

**B. PROPOSAL NARRATIVE**

1. MANAGEMENT Weight:

Response must describe the administrative and operational structures that will be used for performing the proposed contract. Address who will have overall responsibility for the contract and who will have direct responsibility for specific disciplines. Discuss the lines of authority. Use of a table or chart is preferred in your response. When applicable, include discussion of public participation process and coordination with State and Municipal agencies.

2. FIRM'S EXPERIENCE Weight:

Discuss the offeror's background and qualifications to establish experience and performance as a team leader for professional services similar to those required by this project. Discuss the relevance of past projects (program, unique features, schedules, budgets, etc.) to this project. List at least three (3) references (contact persons and telephone numbers) for the firm.

3. PROPOSED PROJECT STAFF Weight:

Response must name proposed leader(s) for the following categories plus any other essential personnel who will be directly and routinely engaged in performing the work:

1 – Principal-in-Charge	3 – Project Manager
2 – Contract Manager	4 – Project Engineer

Describe the work to be performed by the named Leader(s), and their qualifications in terms of educational and substantive experience directly related to the proposed services. Identify: employer, professional discipline and/or job classification, Alaskan registration number, and state of residency. A response prepared specifically for this proposal is required. Marketing resumes often include irrelevant information, which may detract from the evaluation of proposal. Lists of projects without relevant details are not useful. Focus on individuals' specific duties and responsibilities and how project experience is relevant to the proposed services.

4. WORKLOAD AND RESOURCES

Weight:

10
----

Response must: (1) discuss both current and potential time commitments to all clients (i.e. not only the District) for the proposed Project Staff; and (2) demonstrate adequate support personnel, facilities and other resources to provide the services required throughout the project's term. Briefly address capabilities for providing additional services and/or services under an accelerated schedule. Address capacity to reassign personnel, equipment and facilities whenever the proposed contract would not require such capabilities or would be delayed.

END OF SECTION III



**A. SCOPE OF SERVICES**

The requirements of this solicitation shall consist of providing complete design services necessary to support Hazardous Materials Professional Consulting Services – Term Contract. The district is soliciting proposals from qualified firms to provide professional hazardous materials consulting services for a term contract for a variety of District projects. The objective of the term contract(s) is to assist district staff as necessary to respond to a variety of contract task orders (CTOs). The CTOs are generally planned as part of the Capital Improvement Program; however, many unanticipated or emergency projects arise which may also require the use of the term contract(s). Proposers should be aware that it is the expectation of the district that assigned CTO's will receive quick attention by the term contractor and generally have short term duration for CTO completion.

1. The district reserves the option to enter into multiple contracts with separate firms as it determines is in the best interest of the District. Each selected consultant shall enter into a contract with the district. The performance period to complete all work associated with this request shall commence three (3) years from May 1, 2024, with two (1) one-year option period, upon satisfactory performance by the consultant and upon mutual consent of the parties.
2. Estimated Not to Exceed (NTE) amount for all work done in the initial 3-year term is \$57,000.00 and per year total for all work done is \$19,000.00. No single CTO will exceed \$99,999.00 without prior approval from the Senior Director of Purchasing.
3. Each CTO will be negotiated as to scope and existing negotiated fees and the notice-to-proceed/purchase order will be made a binding part of the term contract. The notice-to-proceed/purchase order will state the scope of work, maximum fee allowable, and CTO completion dates.
4. It is expected that each of the selected consultants will perform more than one (1) CTO during the contract period. However, the District does not guarantee any minimum amount to be paid under the term contract. The District expects to utilize each contract award to the fullest extent possible, but does not guarantee a minimum amount of work. The estimated NTE amounts indicated on the cover page are based on anticipated work and are subject to change. The amount of work will be determined on an "as required" basis, based on the number of determining factors and the availability of funds.
5. The requirements of each project may consist of providing design services necessary to support Hazardous Materials Professional Consulting Services.

Provide hazardous material professional services including:

- a. Develop the methodology for collecting samples of suspect hazardous materials (such as asbestos-containing materials, lead-containing materials, other heavy metals, PCB's, ventilation system microbial growths and air quality) and facilitate sample collection if required. Maintain chain of custody.
- b. Reporting of test results in a format consistent with AHERA /EPA protocol and ASD requirements.
- c. Report to Owner with test results and interpretations, regulatory constraints, abatement recommendations with alternatives, and cost estimates.

Specifications and Scope of Services  
Section IV

- d. Design abatement, removal, encapsulation, replacement and other corrective actions as and when directed.
- e. Provide observation and contract enforcement during maintenance- related construction activities.
  - i. Provide review of contractor's submittals.
  - ii. Provide air monitoring during abatement activities.
  - iii. Provide clearance testing and final inspections of abated areas.
  - iv. Provide retesting as required.
  - v. Provide Response Action Reports to ASD and regulatory agencies.
  - vi. Assist with the update of AHERA Management Plan and similar manuals at the conclusion of abated projects.
- f. All reports must be submitted in written and electronic formats.
- g. Firm shall be able to respond to call out, for rush work, within two hours during business hours and within four hours during non-business hours. There shall be no overtime rate for this work.
- h. Provide general consulting services to the District related to hazardous materials management.

**B. SCOPE OF CONSULTANT SERVICES**

For the purpose of this document, the phrase "Consultant(s)" refers to the person, partnership, corporation, joint venture, or other business entity with which the District contracts to provide the professional services required for this project.

Anticipated Scope of Consultant Services: For this project, the Consultant shall provide all professional services necessary to support the successful completion of this project. The Consultant's services shall include, but are not limited, to the following:

- 1. Consultant Design Phases/Deliverable Requirements: The following design phases with corresponding design deliverables may be required for this project. See District Design Guidelines for additional information on submittal requirements.
  - a. Schematic Design Phase Submittal (35%)
  - b. Design Development Phase Submittal (65%)
  - c. Construction Document Phase Submittal (95%)
  - d. Bid Documents Submittal (100%)
- 2. Phase 1 Design Development
  - a. Develop Project Scope and Design; Prepare Construction Drawings and Specifications with cost estimates
    - i. Verification of the Planned Project Scope of Work: As part of the Schematic Design Phase work, the Consultant shall verify and update the Planned Project Scope of Work. Consider sequencing and phasing of the work around the school's schedule, and provide recommendations. cursory review of the District's hazmat documentation will be necessary to ensure the project is viable and will remain within budget. The Consultant shall consult with the District Project Manager for any deviation from the Planned Project Scope of Work prior to completing the Schematic Submittal.

Schematic Submittal shall reflect the final approved project scope of work. Value engineering and innovative design solutions are encouraged.

- ii. Verification of the Construction Budget: The Consultant shall verify the project scope of work at each submittal with respect to required cost estimates at the 35%, 65%, and 95% submittal. Prior to all milestone submittals, the Consultant shall verify to the District Project Manager that the cost estimate was reviewed and is reflective of the design document submittal. Should the project cost estimate reflect a design (scope of work) that is over the District's budget (CCAP), the Consultant shall, at the direction of the District Project Manager, make changes to arrive at the optimum design and bidding strategy by one of the follow or combination of methods. In general, it is expected the Consultant shall develop appropriate project scope at, or slightly exceeding, the available construction budget.
  - a. Adjust the design (scope of work) and/or propose additive alternates in consultation with the District Project Manager at no additional cost to the District
  - b. Revise the cost estimate at no additional cost to the District
- iii. Project Design Review: ASD milestone Project Design Reviews are organized by the ASD PM and executed using Bluebeam Revu (Bluebeam) sessions at Planning/15%, 35%, 65%, and 95% design phases. The use of Bluebeam allows for a collaborative, digital review for the Project; involving ASD Reviewers and Consultants, including the Consultant's cost estimator. ASD will provide all comments, written and noted, in the Bluebeam session and the Consultant shall assist the District by reviewing and responding in writing to all comments in the Bluebeam session; identifying and making written recommendations to the ASD Project Manager regarding the most critical design issues. The most critical path design issues will be summarized and discussed in a Post-Review Debrief (to be held at each design phase). The Project Manager will organize/invite Reviewers to the Post-Review Debrief. The Consultant shall act as the Meeting Facilitator of the Post-Review Debrief. The Post-Review Debrief is not meant to be a 'page-turn' review of design documents and comments, but a one-hour summarization of the most critical path items in design development and the team's intent/approach to resolve. Once the Post-Review Debrief is held, the PM will give Consultant notice to proceed to next design phase, pending any requested changes prior to NTP. The Project Manager will then verify that each comment and response has a Bluebeam **status** set and **finish** the Bluebeam session for ASD archives.
- iv. Bidding and Permitting: The Consultant shall assist the District during the bidding and permit review of the project. During this phase of work, the Consultant's services shall include providing assistance during Municipality of Anchorage plan review and construction permit application process [utilizing MOA electronic plans review protocols], attendance at pre-bid conference and pre-bid site visits, answering bidder's questions, and assisting the District in preparing necessary bid addendum. Provide all signed and stamped bid documents electronically on writable CD-ROM (drawings should be submitted in most current version of AutoCAD used by the Anchorage School District or as determined by ASD Project Manager and PDF versions).

### 3. Phase 2 Construction Administration & Closeout

#### a. Perform Construction Administration Services

- i. The Consultant's services include attendance at the pre-construction conference and other scheduled meetings during construction.

Specifications and Scope of Services  
Section IV

- ii. Review of submittals; respond to Requests for Information (RFIs), Potential Change Orders (PCOs), DCVRs, Information Bulletins, inspections, reviews of contractor pay requests, and review of closeout documentation.
  - iii. If part of the project, the consultant will participate in commissioning.
  - iv. Provide as-built Record Drawings and "Roof Section Schedule" (in Excel) electronically on CD-ROM. ASD will provide an Excel template for the "Roof Section Schedule". Provide both CAD and independent PDF files. Drawings shall be prepared using current ASD approved AutoCAD version and clearly identified as record drawings.
4. Additional Requirements:
- a. Reference Record Drawings: The Consultant shall research the District Plans Room records to identify important record drawings that may be issued with the Bid Documents as Reference Record Drawings or made available for viewing by the bidders at the District Plans Room. The Reference Record Drawings are intended to provide sufficient information to allow bidders to ascertain the physical conditions of the building including types of construction, building dimensions, etc. The Consultant shall prepare a Reference Record Drawing Cover Memo describing the reference record drawings. The cover memo shall include historical building and project information. If applicable, the Reference Record Drawing Cover Memo and the Reference Record Drawings shall be issued as part of the Bid Documents.
  - b. Use of the Anchorage School District Design Guidelines: Unless otherwise directed, the Consultant's designs and submittals shall conform to the requirements of the Anchorage School District Design Guidelines. The Consultant is advised the Anchorage School District Design Guidelines will be periodically updated. The Consultant's services and design shall conform to revisions to the Design Guidelines as they occur throughout the project.
  - c. Use of the Anchorage School District Guide Specifications: Unless otherwise directed, the Consultant shall utilize the Anchorage School District Guide Specifications as the basis for the technical specifications for this project. The Consultant is advised the Anchorage School District Guide Specifications will be periodically updated. The Consultant's services and design shall conform to revisions to the Guide Specifications as they occur throughout the project.
  - d. Services related to Construction Submittals: For this project, the District will develop a Submittal Register and a Submittal Status Log based on the developed project specifications. The applicable specification section shall be based on a guide specification section to be provided by the District. During construction, the Consultant shall be responsible for communications, the management of the Construction submittals, Requests for Information, construction record documents and photographs, and other purposes as directed by the Project Manager for the District utilizing owner-provided construction management software, currently Procore Construction Management. The Consultant shall receive the submittals directly from the Construction Contractor. Upon completion of the review of the submittals, one copy of the submittal shall be retained by the Consultant. The Consultant shall return the remaining copies of the submittals directly to the Construction Contractor.
  - e. Extended District Review: The Consultant shall acknowledge that while review periods are scheduled during the design process, the District plan review resources may not be able to accommodate the schedule due to work load. In some cases, follow-up comments beyond the scheduled review period may be necessary. The Consultant is encouraged to be proactive in assisting the District in facilitating the design review process.

- f. Use of Standard Anchorage School District Invoice Format: The Consultant shall utilize a standardized Anchorage School District Invoice Format. The format will be provided by the District to the consultants.
- g. Technical Specifications Format: The Consultant shall utilize formatting standards for documenting technical specifications. The District will provide the standards format to the consultants.
- h. MOA Building Safety Pre-Application Meeting: At a minimum, one design pre-application meeting with the Municipality Building Safety officials at 35% schematic design is required. The following disciplines are suggested to attend: architectural, structural, mechanical, electrical, fire, traffic and zoning. Designer has responsibility to determine final list of disciplines required based on scope of project.

**C. SOLICITATION SCHEDULE**

- 1. Tentative Solicitation Schedule for Design Work:

<b>Requirement</b>	<b>Anticipated Dates</b>
RFP/Consultant Selection/Negotiation:	January - March 2024
Notification of selected firm(s) Intent to Award:	End of March 2024
Anticipated Contract Award/NTP:	May 1, 2024

**D. INFORMATION TO BE PROVIDED BY THE DISTRICT**

The following information is available for review and use by the consultants during design:

- 1. Historical As-Built/Project Documents/AHERA Documents – Existing documents are available at the District Capital Planning & Construction Department. Proposers can view existing documents by coordination with the project support section for access to the plans room. Proposer must coordinate a time in advance with Capital Planning & Construction (CP&C) project support staff at 907-348-5215.

END OF SECTION IV

**THIS FORM MUST BE RETURNED WITH THE OFFEROR'S PROPOSAL**

Addendum Number(s)/Date(s) \_\_\_\_\_ is/are hereby  
acknowledged.

FIRM'S NAME: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

PHYSICAL BUSINESS ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

CONTACT PERSON FOR THIS SOLICITATION: \_\_\_\_\_

FAX NO.: \_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_

CELL PHONE NO.: \_\_\_\_\_

ALASKA BUSINESS LICENSE NO.: \_\_\_\_\_

FEDERAL TAX ID NO.: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

**CERTIFICATION**

I certify that I am a duly authorized representative of the firm listed above and that the information and materials enclosed with this proposal accurately represent the capabilities of the firm to provide the services indicated in compliance with the requirements of the solicitation. I certify that no member of the School Board or District employee, or spouse or other member of his/her household, has or shall have any undisclosed interest in the firm or this proposal, as provided in the Instructions to Offerors ("Conflicts of Interest"). The School District is hereby authorized to request from any individual any pertinent information deemed necessary to verify information regarding the capacity of the firm and for purposes of determining responsiveness of the proposal or responsibility of the firm as a prospective contractor.

In compliance with the solicitation, the offeror agrees, if this offer is accepted within 90 calendar days from the date specified in the solicitation for receipt offers, to furnish any or all items on which prices are offered at the price set opposite each item, delivered at the designated places, within the times specified in the solicitation.

SIGNATURE: \_\_\_\_\_

PRINTED NAME AND TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

# ANCHORAGE SCHOOL DISTRICT PROFESSIONAL SERVICES AGREEMENT

(LESS Than \$100,000)

CONTRACT/P.O. NUMBER: DATE PREPARED:
---

PROJECT TITLE: PROJECT NUMBER: CONTRACTOR:															
ASD PROJECT MANAGER:	PHONE NUMBER:														
ARTICLE 1 – SERVICES (DESCRIBED BELOW OR IN REFERENCED ATTACHMENT)															
1.1 Provide professional design services @															
ARTICLE 2 – PERIOD OF PERFORMANCE															
2.1 The Contractor shall commence the services described herein upon receipt of this fully executed Agreement and shall complete services @															
ARTICLE 3 – COMPENSATION															
3.1 Compensation for services shall not exceed the authorized amount(s) entered below and is in accordance with the attached proposals from @ dated @.															
<p>Following completion of services and receipt of specific approval from the Anchorage School District, the Contractor shall submit one invoice. If the period of performance is in excess of three months, the Contractor may submit interim billings monthly, which represent the percentage of completed work for fixed-price work or substantiated charges for other than fixed-price work. The Contractor shall substantiate all charges other than for fixed price or fixed profit by attaching receipts, time sheets, summary of units completed, or other proof of expenditures.</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;"><u>Method of Payment</u></th> <th style="text-align: center; border-bottom: 1px solid black;"><u>Authorized Amount(s)</u></th> <th style="text-align: right; border-bottom: 1px solid black;"><u>Funding Code(s):</u></th> </tr> </thead> <tbody> <tr> <td>Fixed Price</td> <td rowspan="6" style="width: 30%;"></td> <td rowspan="6" style="width: 30%;"></td> </tr> <tr> <td>Time and Materials</td> </tr> <tr> <td>Unit Prices</td> </tr> <tr> <td>Salaries</td> </tr> <tr> <td>Expenses</td> </tr> <tr> <td>Hourly Rate</td> </tr> <tr> <td><b>TOTALS</b></td> <td></td> <td></td> </tr> </tbody> </table>		<u>Method of Payment</u>	<u>Authorized Amount(s)</u>	<u>Funding Code(s):</u>	Fixed Price			Time and Materials	Unit Prices	Salaries	Expenses	Hourly Rate	<b>TOTALS</b>		
<u>Method of Payment</u>	<u>Authorized Amount(s)</u>	<u>Funding Code(s):</u>													
Fixed Price															
Time and Materials															
Unit Prices															
Salaries															
Expenses															
Hourly Rate															
<b>TOTALS</b>															
ARTICLE 4 – SIGNATORIES															
4.1 To this Agreement between the above-named Contractor and the Anchorage School District, effective on the last date executed by its parties, in consideration of the terms, conditions and requirements of Articles 1 through 6 herein, the parties hereto agree. (Incorporated Contractor must affix corporate seal or attach corporate resolution authorizing signatory to execute this Agreement.)															
<u>CONTRACTOR NAME</u>	<u>ANCHORAGE SCHOOL DISTRICT</u>														
SIGNATURE _____	SIGNATURE _____														
DATE _____	DATE _____														
TITLE: Principal	NAME: David Whiting TITLE: Senior Director, Purchasing/ Warehouse														

ARTICLE 5 - INDEMNIFICATION AND INSURANCE

- 5.1 The A/E consultant shall obtain and maintain all insurance required under this section. The A/E consultant shall file with the Contracting Officer a Certificate of Insurance showing the type and amounts of insurance, the policy number, and the expiration date.
- 5.2 Certificates of Insurance shall be in the name of the Anchorage School District as an additional insured and shall provide the Contracting Officer, Anchorage School District, with at least a thirty (30) day written notice of any material change, cancellation or non-renewal of the policy(s) during the Contract Period.
- 5.3 Statement of Insurance. At the time of contract execution the A/E consultant must have in effect:
- |                                  |                 |  |
|----------------------------------|-----------------|--|
| WORKER'S COMPENSATION            | Statutory Limit |  |
| EMPLOYER'S LIABILITY             | \$1,000,000     |  |
| COMMERCIAL GENERAL LIABILITY     | \$1,000,000     | Combined Single Limit                            |
|                                  | \$2,000,000     | Aggregate Limit                                  |
| COMPREHENSIVE AUTOMOBILE         | \$1,000,000     | per accident for any auto                        |
| PROFESSIONAL LIABILITY INSURANCE | \$100,000       | <input type="checkbox"/> not required if checked |

ARTICLE 6 - GENERAL CONDITIONS

- 6.1 Termination
- 6.1.1 Termination - This Agreement may be terminated for just cause by either party upon ten days written notice. If warranted, the Contractor will be compensated for reasonable expenses incurred for services completed prior to the date of termination. Federal funding agency, if any, must approve any settlement in conformance with applicable federal regulations.
- 6.1.2 Termination - The Anchorage School District may at any time terminate (convenience termination) or suspend this Agreement for its needs or convenience upon ten (10) Days' written notice to the Contractor. In the event of a convenience termination or a suspension of the Agreement for more than three (3) months, the Anchorage School District will compensate the Contractor for services performed and any expenditures incurred prior to the effective date of the written notice of termination or suspension. No fee, profit or other compensation for the uncompleted portion of the services will be paid, except for already incurred indirect costs which the Contractor can establish and for which the Anchorage School District would have compensated the Contractor over the life of this Agreement, but because of the termination or suspension would have to be absorbed by the Contractor without further compensation.
- 6.2 Officials not to Benefit - The Contractor shall comply with all applicable federal and state laws and regulations regarding ethical conduct of public officials and employees.
- 6.3 Independent Contractor - The Contractor and their agents and employees shall act in an independent capacity and not as officers or agents of the Anchorage School District in the performance of this Agreement except that the Contractor may function as the Anchorage School District's agent as may be specifically set forth in this Agreement.
- 6.3.1 Any and all employees of this Contractor while engaged in the performance of any work or services required by the Contractor under this Agreement, shall not be considered employees of the Anchorage School District and any and all claims that may or might arise under the Worker's Compensation Act on behalf of said employees, while so engaged and any and all claims made by a third party as a consequence of any negligent act or omission on the part of the Contractor's employees, while so engaged on any of the services to be rendered herein, shall be the sole obligation and responsibility of the Contractor.



- 6.3.2 This Agreement will be declared null and void should the Anchorage School District determine that by Internal Revenue Service definitions employees of the Contractor or of any subcontractor may be an employee of the Anchorage School District.
- 6.4 Proselytizing - The Contractor agrees that it will not engage, on a full or part time basis, during the period of this Agreement, any person or persons who are or have been employed by the Anchorage School District during the period of this Agreement or during the 90 days immediately preceding the date of this Agreement except those who have been regularly retired or approved in writing by the Anchorage School District.
- 6.5 Covenant Against Contingent Fees - The Contractor shall comply with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in federal Department of Labor Regulations (29 CFR, Part 3), which are incorporated by reference and made a part of this Agreement.
- 6.6 Subcontractors - The Contractor shall not engage any subcontractor(s) without the prior approval of the Anchorage School District.
- 6.7 No Assignment or Delegation - The Contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Anchorage School District.
- 6.8 Disputes - Any dispute concerning a question of fact arising under this Agreement which is not disposed of by mutual consent shall be decided without bias by the Anchorage School District which shall reduce the decision to writing and furnish a copy of it to the Contractor within 30 days of receipt of all necessary information from the Contractor upon which to base the decision. The Anchorage School District's decision is final and conclusive unless, within 30 days of receipt of the decision, the Contractor delivers a Notice of Appeal to the Anchorage School District. The Notice of Appeal shall include specific exceptions to the Anchorage School District's decision including specific provisions of this Agreement, which the Contractor intends to rely upon on appeal. General assertions that the Anchorage School District's decision is contrary to law or to fact are not sufficient. The Superintendent will appoint an Appeals Officer who will render a decision within 60 days of Notice of Appeal and the decision constitutes the exhaustion of contractual and administrative remedies.
- 6.9 Extent of Agreement/Changes - This Agreement represents the entire and integrated Agreement between the Anchorage School District and the Contractor and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may be changed only by written amendment executed by both the Anchorage School District and the Contractor.
- 6.10 Taxes - As a condition of performance of this Agreement, the Contractor shall pay all federal, state and local taxes incurred by the Contractor and shall require their payment by any other persons in the performance of this Agreement.
- 6.11 Governing Laws - This Agreement is governed by the laws of the State of Alaska and federal and local laws and ordinances applicable to the work performed. The Contractor shall be cognizant and shall at all times observe and comply with such laws which in any manner affect those engaged or employed in the performance, or which in any way affects the manner of performance, of this Agreement.
- 6.12 Ownership of Work Products
- 6.12.1 Ownership of Work Products produced under this Agreement, including items which have pre-existing copyrights, shall remain with the Contractor. The Anchorage School District shall have an unrestricted, irrevocable license to use the Work Products without infringing any copyrights, and without additional compensation to the Contractor.
- 6.12.2 Unrestricted use shall include use: (1) for any additions, alterations, or other subsequent work to the Project; (2) to demonstrate or reference conceptual arrangements, in whole or in part, for incorporation into any District project; and (3) reuse of a prototypical design on an Anchorage School District project.
- 6.12.3 Should the Anchorage School District elect to reuse Work Products produced by the Contractor and its Subcontractors under this Agreement and owned by the Contractor on any other project, the Anchorage School District shall indemnify, hold harmless and defend the Contractor and its Subcontractors against any damages or liabilities arising from such reuse.

- 6.12.4 When Work Products produced by the Contractor and its Subcontractors under this Agreement are reused by the Anchorage School District, the Contractor's and Subcontractors' signatures, professional seals and dates shall be removed. Such Work Products, which require professional signature and seal, will be signed, sealed and dated by the professional who is in direct supervisory control and responsible for the new project for which such Work Products are being reused.
- 6.12.5 The Contractor shall include this provision in every Subcontract so as to be binding on every Subcontractor.

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