



## **Anchorage School District**

*Educating All Students for Success in Life*

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 package/envelope:

**RFP 2025-616 EMERGENCY SERVICES  
CONTINUITY OF OPERATIONS PLAN  
DEVELOPMENT**

DATE ISSUED:  
**MAY 1, 2025**

DUE: **PRIOR TO 10:00 A.M., LOCAL  
TIME**  
DATE: **MAY 22, 2025**

The Anchorage School District (referred to as the "District") invites sealed proposals from qualified persons/firms to perform Emergency Services Continuity of Operations Plan (COOP) Development for the District, in accordance with the following documents that are a part of this RFP 2025-616:

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<b>Section I</b>	Instructions to Offerors	Pages 3 - 11
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<b>Attachment A</b>	Proposal Transmittal Form	Consisting of 1-Page
<b>Attachment B</b>	Fee Proposal	Consisting of 1-Page
<b>Attachment C</b>	Form of Contract (Sample)	Consisting of 10-Pages
<b>Attachment D</b>	Offeror's Checklist	Consisting of 1-Page
<b>Exhibit 1</b>	Supplemental Terms and Conditions	Consisting of 7-Pages
<b>Exhibit 2</b>	Disadvantaged Business Enterprise (DBE) Contract Participation Form	Consisting of 2-Pages
<b>Exhibit 3</b>	Disadvantaged Business Enterprise (DBE) Prime Consultant/Contractor Certification	Consisting of 1-Page
<b>Exhibit 4</b>	Disadvantaged Business Enterprise (DBE) Contract Documentation Form	Consisting of 1-Page
<b>Special Provisions</b>	Disadvantaged Business Enterprise (DBE) Program Specifications for District Contracts	Consisting of 5-Pages

**THIS RFP IS FUNDED WITH A FEDERAL GRANT.**

**THIS RFP HAS DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM PARTICIPATION REQUIREMENTS.**

**DBE PARTICIPATION REQUIREMENTS MUST BE COMPLETED BY THE PROPOSAL SUBMISSION DATE AND SUBMITTED WITH PROPOSAL.**

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

ANCHORAGE SCHOOL DISTRICT  
RFP 2025-616 Emergency Services Continuity of Operations Plan Development

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/2025/616.xlsx](http://apps.asdk12.org/depts/purchasing/meeting/Plan_Holders/2025/616.xlsx)

SUBMISSION OF PROPOSALS:

Proposals received after the time stated in this RFP will not be considered and will be returned. FAXED or ELECTRONIC proposals are not acceptable. Proposals must be submitted in a SEALED package/envelope with the outside of the package clearly marked with the offeror's name, address, and phone number, and as follows:

REQUEST FOR PROPOSAL 2025-616 Emergency Services Continuity of Operations Plan Development

Due: Prior to 10:00 a.m. Local Time

Date: May 22, 2025

PRE-PROPOSAL CONFERENCE:

A pre-proposal conference will be held at 10:00 a.m., Local Time, May 7, 2025 to discuss matters concerned with this RFP. **Prospective Proposers are encouraged to participate by teleconference by calling (907) 742-6750. The line will be available approximately 5 minutes prior the conference start time.**

Estimated amount of proposed contract: \$50,000-\$100,000

**END OF COVER PAGE**

**SECTION I**  
**INSTRUCTIONS TO OFFERORS**

**A. GENERAL REQUIREMENTS**

This solicitation is a REQUEST FOR PROPOSAL (referred to as "RFP") governed by applicable Anchorage School Board Policies, including Section 3311 of said Policies. 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 this 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; however, 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 District's Purchasing Department. Forms shall not be altered except to supply requested offeror information.

**B. INTENT OF SPECIFICATIONS**

The District desires to enter into a contract with an offeror whose primary business it to provide Emergency Services Continuity of Operations (COOP) Plan Development 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 fulfil the terms of the contract resulting from the RFP.

**C. EXAMINATION OF DOCUMENTS**

Offerors should read this RFP 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. DEBARMENT AND SUSPENSION**

Offerors 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 §3485.12. Offerors 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. Offerors may access the Excluded Parties List System at [www.sam.gov](http://www.sam.gov).

**E. CONDITIONS OF THE WORK**

Each offeror must acquaint itself thoroughly as to the character and nature of the services to be provided to fulfil 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.

**F. ALASKA BUSINESS LICENSE**

The selected offeror must provide the District with the offeror's Alaska business license number **prior to award**. Offerors 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 [www.commerce.alaska.gov/web/cbpl/BusinessLicensing.aspx](http://www.commerce.alaska.gov/web/cbpl/BusinessLicensing.aspx).

**G. LOCAL PREFERENCE**

Does not apply to this Solicitation.

**H. 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/](http://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/](http://www.asdk12.org/purchasing/conflictinterest/).

**I. 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.

**J. WITHDRAWAL OF PROPOSALS**

Proposals may be withdrawn on written request delivered to the District's Purchasing Director only 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.

**K. AVAILABILITY OF FUNDS**

1. The District reserves the right, at its sole discretion, to cancel this RFP or any part thereof, at any time, prior to the award of contract under this solicitation.
2. Awards are contingent upon the availability of funds.

**L. FEDERAL EXCISE TAXES**

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

**M. 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 no later than seven (7) calendar 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. Oral questions cannot be answered and are not binding for this RFP. Questions can be submitted as follows:

Reference: RFP 2025-616 Emergency Services Continuity of Operations Plan Development  
Email: [purchasing@asdk12.org](mailto:purchasing@asdk12.org)  
Attn: Shannon Powers, Sr. Purchasing Agent

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 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 plan holders prior to the submittal opening.

**N. CONTACT WITH DISTRICT PERSONNEL**

Offerors shall not contact any District Employee or elected official, except at the request or authorization of the District's Purchasing Senior Director. Please see the preceding paragraph for information regarding questions and methods for clarification.

**O. ERRORS AND AMBIGUITIES**

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 ten (10) 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 M, above. Any clarifications, changes or corrections to the RFP will be made only by written notice or addendum issued by the District.

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 ten (10) 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.

**P. 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 Paragraph M – Questions/Method for Clarification, 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.

**Q. SUBMISSION OF PROPOSALS**

ANCHORAGE SCHOOL DISTRICT  
RFP 2025-616 Emergency Services Continuity of Operations Plan Development

1. Proposals must be submitted to the Anchorage School District Purchasing Department, 4919 Van Buren Street, Anchorage, AK 99517-3137 prior to the date and time specified on the Cover Page of this RFP. Proposals received after that time will not be considered and will be returned.
2. Proposals must be submitted in the format specified in Section III of this RFP.
3. All proposals, addenda, and forms must be manually signed.
4. Proposals must be submitted in a SEALED package with the outside of the package clearly marked with the offeror's name, address, and phone number, and as follows:

REQUEST FOR PROPOSALS  
RFP 2025-616 EMERGENCY SERVICES CONTINUITY OF OPERATIONS PLAN  
DEVELOPMENT  
DUE: PRIOR TO 10:00 A.M. LOCAL TIME  
DATE: MAY 22, 2025

5. **One (1) original and three (3) copies of the proposal, for a total of four (4) must be submitted.**
6. **The Fee Proposal Form must be submitted in a separate sealed envelope (clearly marked as Fee Proposal) and included within the proposal package.**
7. Proposals delivered by telefax, facsimile or by electronic means are not acceptable and will not be considered.
8. Offerors are solely responsible for ensuring that the offeror's proposal package is received by the District's Purchasing Department prior to the deadline.
9. Late proposals will not be considered and will be returned to the offeror unopened.
10. Offerors may submit only one (1) proposal for evaluation.
11. 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.
12. Any proposal and associated bid package not clearly identified or submitted incomplete, not conforming to the instructions herein, which cannot be verified or otherwise confirmed for purposes of determining responsiveness to the solicitation, may be considered non-responsive and may not be considered for evaluation (see Paragraph S – Right of Rejection of Proposals).

**R. FEE PROPOSAL (COST)**

The Offerors must provide all services and deliverables outlined in Section IV Scope of Services and Specifications for a fixed, predetermined price, with the Offeror submitting a single total cost (Lump Sum) for the entire project, encompassing all labor, materials, and overhead, with no additional charges allowed unless specified Amendments are approved and signed by both parties.

**S. RIGHT OF 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 and 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:

- a. Do not affect responsiveness;
- b. Are merely a matter of form or format;
- c. Do not change the relative standing or otherwise prejudice other offers;
- d. Do not change the meaning or scope of the RFP;
- e. Are trivial, negligible, or immaterial in nature;
- f. Do not reflect a material change in the work; or
- g. Do not constitute a substantial reservation against a requirement or provision of the RFP.

#### **T. 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.

#### **U. 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 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.

## **V. 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.

## **W. DISTRICT NOT RESPONSIBLE FOR PREPARATION COSTS**

The District will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any offer. The District shall not be liable for any cost incurred by an offeror 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: offer preparation costs and costs, including attorney fees associated with any challenge (administrative, judicial or otherwise) to the determination of the lowest responsive, responsible offeror and/or award of contract and/or rejection of offers. By submitting an offer, each offeror agrees to be bound in this respect and waives all claims to such costs and fees.

## **X. AWARD AND EXECUTION OF CONTRACT**

### **1. Award of Contract**

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.

## **Y. STANDARD CONTRACT TERMS**

In addition to carefully reading all of the information in the RFP, offerors must carefully read and review the standard contract terms and conditions [Attachment C – Form of Contract (Sample)]. The successful offeror shall be required to enter into an agreement with the District which will be substantially similar to the sample.

## **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. PROTEST AND APPEAL PROCESS FOR AGGRIEVED OFFERORS/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 as 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 \$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 \$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.

- 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 be conducted by a not directly involved District employee or 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 Board Policy 3311. 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.
  - v) Take such other action as appears appropriate and in the best interest of the District under the circumstances, in accordance with Board Policy 3311 Purchasing and Contracting.

### 4. Frivolous Protests

#### a. Signature on Protest Constitutes Certificate

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

If a request for review, protest, pleading, motion, or other document is filed with the Purchasing Senior Director is signed in violation of 3311 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.

## **BB. PROTECTION OF PROPERTY**

The contractor assumes full responsibility for and shall indemnify the District for any loss or damage to any District property, resulting in whole or in part from the negligent acts or omissions of the contractor, or any employee, agent or representative of the contractor.

## **CC. PUBLIC RECORDS CLAUSE/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 Department and made part of the record which will be open to public inspection after contract award. Proposers, upon request to the Purchasing Director, 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 3311 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.

**END OF SECTION I**

**SECTION II**  
**EVALUATION OF PROPOSALS**

**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 in this RFP.
2. Proposals meeting minimum mandatory requirements will then 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" 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 evaluation 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 and 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 purposes 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 evaluation committee for interviews may be permitted to submit final written, graphic and verbal presentation information for consideration by the evaluation committee in response to the aforementioned 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 evaluation committee will make a final rating based upon the evaluation criteria. The evaluation 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. The District reserves the right to request the highest-ranking proposers whose proposals are determined to be reasonably susceptible to award to review their previous bids with consideration of any additions, clarifications or modifications, submit revised cost proposal for Best and Final Offers (cost proposal). If Best and Final Offers are requested, selected offerors must submit revised cost proposals on the forms provided by the District to be considered for evaluation and

award. Offerors who do not submit a Best and Final Offer (revised cost proposals) will not be considered for evaluation and award and their proposals will be rejected and considered non-responsive.

- g. 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 (3) highest scoring proposals did not achieve a score high enough to be within the competitive range and to remain under 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 (3) 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.

**B. EVALUATION CRITERIA**

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

<u>Item</u>	<u>Criteria</u>	<u>Points</u>
1.	QUALIFICATIONS & GENERAL EXPERIENCE	12
2.	PROPOSED METHODOLOGY & APPROACH	12
3.	PROJECT PLAN & STRATEGY	12
4.	FIRM'S EXPERIENCE	12
	<b>Subtotal</b>	<b>48</b>
5.	COST (FEE PROPOSAL)	52
	<b>TOTAL POINTS POSSIBLE</b>	<b>100</b>

**END OF SECTION II**

**SECTION III**  
**PROPOSAL FORMAT**

Each response must be identified and keyed to the applicable criterion and assembled in the order in which the criterion is 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 the left side with one staple. 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 twelve (12) pages in length**. Information in excess 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 technical proposal. The Proposal Transmittal Form must be signed by an authorized representative of the offeror.**

**B. PROPOSAL CONTENT**

Proposals will be evaluated against the following criteria:

- |   |           |
|---|-----------|
| <b>1. QUALIFICATIONS &amp; GENERAL EXPERIENCE</b>   | <b>12</b> |
| Demonstrated knowledge of FEMA's COOP planning frameworks (CGC, CPG 101) and experience in COOP planning for school districts or public sector organizations.   |           |
| <b>2. PROPOSED METHODOLOGY &amp; APPROACH</b>   | <b>12</b> |
| Detailed approach and methodology for completing the scope of work, while addressing alignment with FEMA guidelines and ASD's needs.  |           |
| <b>3. PROJECT PLAN &amp; STRATEGY</b>   | <b>12</b> |
| A detailed timeline and work plan, outlining major milestones, planning sessions, and deliverables. Timeline should include anticipated requests for meetings with key stakeholders or other officials. |           |
| <b>4. FIRM'S EXPERIENCE</b>   | <b>12</b> |
| References from similar COOP planning projects, particularly those with a focus on K-12 schools or public education institutions.   |           |
| <b>5. COST (FEE PROPOSAL)</b>   | <b>52</b> |

**Please submit one (1) copy of the completed Fee Proposal Form (Attachment B) in a separate sealed envelope, clearly marked as Fee Proposal.**

The fee proposed is Lump Sum and shall be inclusive of overhead, G&A, fringe benefits, profit, yearly insurance, and all other costs with the sole exception of travel expenses (airfare, hotel, car rental, and

ANCHORAGE SCHOOL DISTRICT  
RFP 2025-616 Emergency Services Continuity of Operations Plan Development

per diem). District approved travel expenses for airfare, hotel, car rental and per-diem, charges will be reimbursed at the actual rate.

The proposed fee will be scored based on the total proposed price with the maximum possible points awarded to the lowest total fee proposed. Fee Proposals will be examined to determine if they are consistent with the rest of the proposal and that their calculations are accurate. The offeror is entirely responsible for the accuracy, completeness, and consistency of its Fee Proposal Form.

Proposed fee will be scored using the following formula:

$$\frac{PL}{PE} \times PP = PA$$

Lowest Proposal Fee = PL

Proposal Fee of proposal being evaluated = PE

Points Possible = PP

Points Assigned = PA

**END OF SECTION III**

**SECTION IV**  
**SCOPE OF SERVICES & SPECIFICATIONS**

**A. PURPOSE**

The Anchorage School District (ASD) is seeking proposals from qualified consultants to develop a comprehensive Continuity of Operations Plan (COOP). The plan will focus on sustaining essential functions across key operational facilities during emergencies or disruptions. The COOP plan must comply with FEMA's Continuity Guidance Circular (CGC), FEMA's Comprehensive Preparedness Guide (CPG) 101, as well as relevant national best practices for K-12 schools. The COOP will also integrate considerations from the U.S. Department of Education's guidelines for school preparedness and other applicable federal, state, and local frameworks.

**B. FACILITIES TO BE ADDRESSED**

1. Education Center – 5530 E Northern Lights Blvd, Anchorage, AK

The Education Center is the primary Administrative building for the Anchorage School District, and includes the Superintendent's Office and associated executives, as well as the Payroll, Human Resources, Security, Safety, and Emergency Management functions. The building functions as the primary Emergency Operations Center for the district.

2. Kennedy Data Center – 540 Dyea Ave, JBER, AK

The Kennedy Data Center is the hub of the District's information technology department, and includes a server farm which enables administrative and education functions. The facility is located on Joint Base Elmendorf-Richardson (JBER), a military facility with restricted access.

3. Capital Projects & Construction (CP&C), Maintenance & Operations (M&O) – 1301 Labar St, Anchorage, AK

This facility is the primary facility-support building for the district. CP&C oversees major construction projects including school building, remodel, and other functions. M&O oversees routine maintenance needs for facilities, sanitation/custodial, and other key functions. This facility would support the physical infrastructure recovery of the district following a catastrophic event.

4. Student Nutrition - 1307 Labar St, Anchorage, AK

Student Nutrition provides feeding and watering needs to all schools within the district. It houses the largest commercial kitchen in Alaska, as well as an attached warehouse. Nutrition Services provides not only lunch support, but breakfast and dinner support options for students, and continued to provide this support during previous major incidents such as COVID via a "meals on wheels" style delivery.

5. Transportation Department - 3580 Tudor Road, Anchorage, AK

The Transportation Department is shared between ASD-owned, and ASD-contracted buses with both headquartered out of the Tudor Road facility. Sustainment of the transportation capability will enable the reunification of families by returning students to their residences, and will be required to restart the education function during the recovery phase.

6. Purchasing/Warehouse – 4919 Van Buren St, Anchorage, AK

The Purchasing/Warehouse serves as the primary district warehouse, and the headquarters of district purchasing. These functions are vital to the ability of the district to successfully maintain or recover from disruptions caused by natural disasters.

### C. SCOPE OF SERVICES

1. Facility-Specific Assessments: Assess each of the six ASD facilities to identify critical mission-essential functions (MEFs), vulnerabilities, and resource requirements in compliance with FEMA's COOP plan framework.
2. MEF Identification and Prioritization: Collaborate with ASD staff to identify and prioritize MEFs, ensuring that essential services such as data security, education services, transportation, and maintenance can continue during disruptions.
3. Development of Continuity Strategies: Propose and document detailed continuity strategies, including alternate facilities, communication systems, resource allocation, and leadership succession plans, following FEMA's CGC and CPG 101 guidance.
4. COOP Plan Documentation: Develop a comprehensive COOP plan that includes key FEMA-required elements: orders of succession, delegation of authority, vital records management, IT systems recovery, communications protocols, and reconstitution planning.
5. Plan Review, Testing, and Validation: Ensure the COOP plan is reviewed by ASD stakeholders and accompanied by a recommended validation approach, including a multi-year, progressive exercise and training plan consistent with FEMA's Continuity of Operations guidance and national best practices.
6. Final Submission: Deliver the final COOP plan, fully compliant with FEMA standards and national best practices, by December 31, 2025.

#### a. Key Deliverables

- i. Initial Planning Meetings: Consultants will conduct comprehensive planning meetings with ASD leadership, department heads, and facility representatives starting in June 2025. These meetings will focus on gathering data about the operations, vulnerabilities, and MEFs of each facility in compliance with FEMA's guidelines.
- ii. Draft COOP Plan: A draft COOP plan will be submitted by September-October 2025, including the identification of MEFs, continuity of leadership and operations, relocation planning, and resource management strategies. This draft must follow FEMA's template and structure for COOP plans.
- iii. Final COOP Plan: The final COOP plan, incorporating feedback from ASD stakeholders, will be submitted to the ASD Office of Emergency Management by December 2025. The final document will comply with FEMA's Continuity Guidance Circular (CGC) and Comprehensive Preparedness Guide (CPG) 101 and will be delivered in both digital and hardcopy formats. The Office of Emergency Management, in coordination with district leadership, will be responsible for review and adoption of the final plan.

#### b. Project Objectives

- i. Compliance with FEMA and National Guidelines: Develop a COOP Plan that adheres to FEMA's [CGC](#), [CPG 101](#), and other national school preparedness guidelines. The plan should include essential elements such as mission-essential functions (MEFs), orders of succession, delegation of authority, communications, and reconstitution operations.
- ii. Identification of Essential Functions and Services: Assess each of the six identified facilities and their mission-essential functions (MEFs) to prioritize operations during a disruption, ensuring the continued provision of critical services such as education, data security, facility management, nutrition services, and transportation.

- iii. Comprehensive Continuity Strategies: Provide detailed continuity strategies for leadership, staff communications, relocation plans, resource management, IT backup, and recovery protocols. Ensure compliance with FEMA's guidance on orders of succession, delegation of authority, and alternate facilities.
- iv. Stakeholder Collaboration: Ensure the plan reflects the input of ASD leadership, department heads, and relevant staff to align with the district's goals, resource availability, and emergency response strategies.
- v. Validation and Testing: Provide a recommended multi-year exercise and training plan that supports the ongoing validation and improvement of the COOP. The plan should follow a progressive approach and align with FEMA's Homeland Security Exercise and Evaluation Program ([HSEEP](#)) and other national best practices.

**c. Project Timeline**

June 2025: Grant kickoff meeting and coordination between contractors, ASD Office of Emergency Management, and other stakeholders as appropriate.

June-August 2025: Facility site inspections, MEF identification, research, and meetings with stakeholders as needed to develop the plan. The contractor will conduct In-Progress Reviews (IPRs) bi-weekly, with deviations from this requirement approved by ASD OEM.

September-October 2025: Draft COOP Plan submitted to ASD OEM for review, ensuring compliance with FEMA and Department of Education guidelines.

November 2025: Draft COOP plan returned to contractor with identified revisions.

December 2025: Final COOP Plan submitted to the ASD OEM.

**D. CONTRACT TYPE**

The contract awarded as a result of this solicitation shall be lump sum and shall furnish all services and deliverables, listed herein and offered by the offeror.

**E. CONTRACT FUNDING; NON-APPROPRIATION**

The contract is contingent upon funding. No financial obligation beyond a current District fiscal year shall exist under the contract unless and until an appropriation of funds to be expended on the contract for the following fiscal year is made by the School Board. In the event that the School Board does not appropriate funds, or appropriates insufficient funds for the following fiscal year, the District shall notify the contractor and the contract shall terminate on the last day of the preceding fiscal year, or on the date when appropriated funds for the contract are exhausted. Under no event shall the District be financially obligated to the contractor in any way beyond amounts appropriated by the School Board.

**F. CONTRACT TERM**

The term of the contract shall be from the date of award through December 31, 2025, at the Lump Sum price.

**END OF SECTION IV**

**ATTACHMENT A**  
**PROPOSAL TRANSMITTAL FORM**

**This form must be returned with the offeror's proposal.**

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

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**REPRESENTATION. THE OFFEROR REPRESENTS THAT IT [ ] IS, [ ] IS NOT A MINORITY BUSINESS ENTERPRISE;**

**AND/OR**

**REPRESENTATION. THE OFFEROR REPRESENTS THAT IT [ ] IS, [ ] IS NOT A WOMEN BUSINESS ENTERPRISE;**

**AND/OR**

**REPRESENTATION. THE OFFEROR REPRESENTS THAT IT [ ] IS, [ ] IS NOT A LABOR SURPLUS AREA FIRM.**

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

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

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

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

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

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

TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

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

ALASKA BUSINESS LICENSE NO: \_\_\_\_\_ FEDERAL TAX ID NO: \_\_\_\_\_

<b>CERTIFICATION</b>
----------------------

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 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 ninety (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: \_\_\_\_\_

**ATTACHMENT B**  
**FEE PROPOSAL**

Item	Description	LUMP SUM PRICE
1.	Continuity of Operations Plan (COOP) Development per Section IV Scope of Services and Specifications. Subsequent contract will be Lump Sum with Not to Exceed Amount. Deliverables paid by percentage complete.	\$ _____

LUMP SUM TOTAL: \$ \_\_\_\_\_

**NOTE:** This Form **must** be in a **separate sealed envelope** (clearly marked as “Fee Proposal”) and included with the proposal.

---

FOR PROPOSERS USE ONLY  
PLEASE COMPLETE ALL BLANKS

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

FIRM NAME: \_\_\_\_\_

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

PRINTED NAME: \_\_\_\_\_

PRINTED TITLE: \_\_\_\_\_

**ATTACHMENT C  
FORM OF CONTRACT**

**ANCHORAGE SCHOOL DISTRICT PURCHASING DEPARTMENT**

Award/Contract	Contract Number	Contract Date	Required Delivery/Completion Date	Page 1 of ____	
Issued By: Anchorage School District Purchasing Department 4919 Van Buren Street Anchorage, AK 99517-3137		Submit Invoices To:		Accounting Data	
Contractor		Ship To/Mark For:		Delivery: FOB <input type="checkbox"/> Destination <input type="checkbox"/> Other: _____	
Item	Title and Description of Supplies/Services	Estimated Quantity	Unit	Unit Price	Estimated Amount
<div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <p><b>CONTRACTOR'S NEGOTIATED AGREEMENT:</b>            (Contractor is required to sign this document and return all copies to the Anchorage School District Purchasing Department.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, (c) your offer, and (d) such provisions, representations, certifications, and specifications as are attached or incorporated by reference herein. (Attachments are listed herein).</p> <p>Company Name            By: _____            (Signature of Person authorized to sign)</p> </div> <div style="width: 48%;"> <p><b>AWARD:</b>            Your offer on Solicitation No. RFP 2025-616, including the additions or changes set forth in full herein, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) this award/contract, (b) the solicitation, (c) your offer, and (d) such provisions, representations, certifications, and specifications as are attached or incorporated by reference herein. (Attachments are listed herein). No further contractual documents are necessary. (A purchase order may also be issued for administrative purposes.)</p> <p>Anchorage School District            By: _____            (Signature of District Purchasing Officer)</p> </div> </div>					
Name and Title of Signer (type or print)		Date Signed		Name of Purchasing Officer (type or print)	
_____ David Whiting Sr. Director, Purchasing/Warehouse		_____		_____	

**ANCHORAGE SCHOOL DISTRICT  
STANDARD CONTRACT TERMS**

**1. COMPLIANCE WITH LAWS**

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, and local laws, rules and regulations.

**2. NO ADDITIONAL SERVICES, WORK OR MATERIAL**

No claim for additional services performed or furnished by the contractor will be allowed, nor may the contractor do any work or furnish any material not covered by the contract, unless the additional services, work or material is ordered in writing by the District.

**3. SUITABLE MATERIALS**

Unless otherwise specified, all materials, supplies or equipment furnished by the contractor shall be new, unused, and of the latest edition, version, or model and of recent manufacture.

**4. PAYMENT OF TAXES**

As a condition of performance of the contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by a subcontractor or other persons in the performance of the contract. Satisfactory performance of this requirement is a condition precedent to payment by the District under the contract.

**5. INDEPENDENT CONTRACTOR**

It is expressly understood and agreed by the contractor and the District that the contractor, its officers, employees and agents, are not employees of the District. The contractor's relationship to the District is solely that of an independent contractor. Therefore, the contractor assumes all legal and financial responsibility for applicable taxes, FICA, employee fringe benefits, worker's compensation liabilities, employee insurance, minimum wage requirements, overtime, etc., and the contractor agrees to indemnify, save, and hold the Anchorage School District, its board members, officers, agents, and employees, harmless from and against, any and all loss, cost (including attorney fees), and damage of any kind related to such matters.

**6. PERSONNEL**

The contractor shall immediately assign and maintain a staff of competent personnel fully equipped and qualified to perform the services required by the contract. The District reserves the right to approve the assignment of key offeror personnel, including the project manager and/or any replacement personnel.

**7. NONLIABILITY OF PUBLIC OFFICIALS**

Under no circumstances shall any board member, officer, employee, or agent of the District, acting within the course and scope of his/her District employment or responsibility be personally liable to the contractor, or any party claiming through or on behalf of the contractor, with regard to resulting contract, including but not limited to its negotiation, execution, performance, or termination.

**8. DISTRICT PROPERTY**

The Contractor assumes full responsibility for and shall indemnify the District for any loss or damage to any District property, including any equipment, supplies, accessories, or parts furnished while in Contractor's use, custody and care, and for storage, repairs, or services to be performed under the terms

of the contract, resulting in whole or in part from the negligent acts or omissions of the Contractor, or any of its employees, agents, or representatives.

## 9. CONTRACT INDUCEMENTS

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

## 10. NON-DISCRIMINATION

- 10.1** No bidder/offeror on any District contract shall illegally discriminate on the basis of race; color; gender; sex (including pregnancy); national origin; age; marital status; political or religious beliefs; physical or mental disabilities; genetic information; family, social, or cultural background; sexual orientation; veteran status; or any other classification set forth in federal, state, or municipality of Anchorage law relating to equal employment opportunity.
- 10.2** The submission of a bid or proposal constitutes certification that if awarded a contract with the District, the bidder or offeror shall fully comply with the requirements of paragraph 10.1 above. This section of the Instruction to Bidders shall be deemed a part of the contract entered into by the successful bidder/offeror.
- 10.3** The successful bidder/offeror shall post in conspicuous places at its business operations a copy of this section, or notice setting forth the contents of this section, so that employees and job applicants are made aware of the protections against discrimination that this section provides.
- 10.4** Minority Business Enterprises:  
The District requires adherence to the Anchorage Municipal Code, relating to Minority Business Enterprises and will monitor and implement these policies through the District's Equal Employment Opportunity Director (EEO).
- 10.4.1** It is the policy of the District that socially and economically disadvantaged minority businesses located within the Municipality of Anchorage be afforded an equitable opportunity to participate in District contracts.
- 10.4.2** Any appeal from a decision of the Equal Employment Opportunity Director shall be to the Superintendent and, if not satisfied, to the Board.

## 11. DRUG-FREE WORKPLACE; SAFETY, SECURITY AND CONDUCT

If Contractor conducts any work on District property, Contractor shall maintain pre-employment and employment practices designed to prevent the hiring and/or employment of individuals who use illegal drugs or individuals whose use of legal drugs (including alcohol) causes a potential for impaired or unsafe job performance. A Contractor's failure to do so constitutes a material breach of the contract. In addition, Contractor shall follow District requirements regarding site safety, security, accessibility, or any other procedural matters, including but not limited to the following requirements:

- 11.1 Safety.** Contractor will be responsible for maintaining a safe work site and for working in a safe manner while on District property. The Contractor shall not leave any tools and/or equipment unattended or unsecured at any time. The Contractor shall conduct appropriate safety training for all employees.

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- 11.2 Security/Access.** The Contractor shall check in at the start of each day with the District's Project Manager or the supervisor at the building location where the Contractor is working, if requested by the District. All work outside of the hours of 7:00 a.m. – 4:30 p.m. and on weekends shall be coordinated with the District Project Manager. Any accidents, unusual incidents, or security issues should be reported immediately to the District's Risk Management office.
- 11.3 Restrooms Facilities.** Use of student restrooms for any reason is forbidden.
- 11.4 Individual Conduct.** The Contractor shall ensure that the behavior of its employees is appropriate for a school environment, including, but not limited to:
- 11.4.1** There shall be no loud or profane language.
  - 11.4.2** Obscene signs, pictures, or logos will not be permitted on any equipment, material or clothing.
  - 11.4.3** Site parking regulations shall be adhered to and special arrangements coordinated through the District's Project Manager.
  - 11.4.4** All District buildings are tobacco free. All tobacco products are forbidden in District buildings.
  - 11.4.5** Illegal drug and alcohol consumption on District property is strictly forbidden.

The District reserves the right to have any worker removed from a site, solely at the District's discretion.

## **12. ACCESS AND RETENTION OF RECORDS**

The Contractor agrees to provide the District or its authorized representatives access to any records necessary to determine contract compliance. The Contractor agrees to create and retain records supporting the contractor's work for a period of three years after either the expiration or termination date of this contract or the conclusion of any claim, litigation or exception relating to this contract taken by the District or a third party.

## **13. CONTINUING OBLIGATION OF CONTRACTOR**

Notwithstanding the expiration date of the contract, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have expired.

## **14. OWNERSHIP OF WORK PRODUCT**

All design, drawings, specifications, notes, artwork, and other work developed in the performance of this contract are produced for hire and remain the sole property of the District and may be used by the District for any other purpose without additional compensation to the contractor. The contractor agrees not to assert any rights and not to establish any claim under design patent or copyright laws. The contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the District. Unless otherwise directed by the District, the contractor may retain copies of all the materials.

## **15. INDEMNIFICATION**

The contractor shall indemnify, defend, and hold harmless the District from and against any and all claims of, or liability for, error, omission or negligent act of the contractor under the contract or in any way arising from the contractor's performance of the work under the contract, breach of warranties set forth in the contract, or from any defect in equipment furnished by the contractor. The contractor shall not be required to indemnify the District for a claim of, or liability for, the independent negligence of the District. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the District, the indemnification and hold harmless obligation shall be

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apportioned on a comparative fault basis. "Contractor" and "District," as used within this Section, including the board members, officers, employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the District's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

## 16. INSURANCE REQUIREMENTS

**16.1** General Requirements. Without limiting the Consultant's indemnification, it is agreed that the Consultant shall maintain for the duration of the contract, at its cost and expense, the insurance required under this Section. Where specific limits are shown, they are minimum acceptable limits and if the Consultant's policy contains higher limits, the District will be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the District and must provide 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 Consultant'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 the 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 Consultant non-responsible and to reject the Consultant's contract. Proof of insurance is required for the following:

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

**16.1.2** Commercial Automobile Liability Insurance. Covering all vehicles used by the Contractor in the performance of work under this contract, including owned, non-owned and hired vehicles, with coverage limits of \$1,000,000 combined single limit per occurrence, and including uninsured/underinsured motorist coverage with limits of \$500,000 because of bodily injury to or death of one person in one accident, and, subject to the same limit for one person, \$1,000,000 because of bodily injury to or death of two or more persons in one accident.

**16.1.3** Workers' Compensation Insurance. Contractor 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 including, but not limited to, Federal U.S.L. & H. and Jones Act requirements. Contractor 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.

**16.2** Certificates of Insurance. Certificates of Insurance shall be in the name of the ANCHORAGE SCHOOL DISTRICT.

**16.3** Waiver of Subrogation. Waivers of subrogation shall be required on the General Liability, Professional General Liability, Worker's Compensation, and Auto Liability.

**16.4** Additional Insured Status. The policies of the insurance required under this Section, with the exception of Worker's Compensation insurance policies, shall name the District as an additional insured.

**16.5** Additional Requirements. The Consultant 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 Consultant 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.

## 17. PATENT AND COPYRIGHT PROTECTION

- 17.1 Third Party Claim.** In the event of any claim by any third party against the District that the products or services furnished under this contract infringe upon or violate any patent or copyright, the District shall promptly notify Contractor. Contractor shall defend such claim, in the District's name or its own name, as appropriate, but at Contractor's expense. Contractor will indemnify and hold the District harmless from and against all costs, damages and attorney's fees that accrue as a result of such claim. If the District reasonably concludes that its interests are not being properly protected, or if principles of governmental or public law are involved, it may enter any action in its sole discretion. The contractor shall have no obligation with respect to any such claim based upon the District's modification of the product.
- 17.2 Subject of Claim.** If any product or service furnished under this contract is likely to or does become the subject of a claim of infringement of a patent or copyright, then contractor may, at its option, procure for the District the right to continue using the alleged infringing product or service, or modify or replace the product or service so that it becomes non-infringing. If none of the above options can be accomplished, or if the use of such product or service by the District shall be prevented by injunction, the District will determine if the contract has been breached.

## 18. RISK OF LOSS OR DAMAGE

Prior to the date that the District accepts any machines or other equipment or products furnished by the contractor, the contractor and its insurers relieve the District of responsibility for all risk of loss of, or damage to, the machines and other equipment. Upon acceptance by the District, all risk of loss of, or damage to, such machines and equipment shall be on the District, except to the extent of the contractor's warranty and other express obligations under the contract.

## 19. LIMITATION ON DISTRICT LIABILITY

IN NO EVENT SHALL THE DISTRICT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, LOST PROFITS, EXEMPLARY OR LIFE EXPECTANCY DAMAGES ARISING OUT OF THIS CONTRACT.

## 20. CHANGE MANAGEMENT

- 20.1** The District may modify this contract at any time without notice to any surety and make changes within the general scope of this contract, by written amendment, executed by the parties and their signatories hereto.
- 20.2** If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the District shall make an equitable adjustment in the: (1) price, performance or completion schedule, or both; and (2) other affected terms, and shall modify the contract accordingly. Both the District and the contractor shall evidence their acceptance of a Change Order by signature of their respective Project Managers upon the Change Order.
- 20.3** The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the District decides that the facts justify it, the District may receive and act upon a proposal submitted before final payment

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of the contract. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract. In no event shall the District be liable to the contractor for additional compensation for any alleged change to the work for which the District has not agreed to and signed a Change Order.

- 20.4** Any adjustment in contract price pursuant to this provision shall be determined in accordance with the Price Adjustments provision of this contract.
- 20.5** Failure to agree to any adjustment shall be resolved in accordance with the Disputes provision of this contract. However, failure to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

## **21. PRICE ADJUSTMENTS**

- 21.1** Any adjustment in contract price pursuant to a provision of this contract shall be made in one or more of the following ways:
  - 21.1.1** by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
  - 21.1.2** by agreement on unit prices specified in the contract or subsequently agreed upon;
  - 21.1.3** by agreement on costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as specified in the contract or subsequently agreed upon;
  - 21.1.4** in such other manner as the parties may mutually agree; or
- 21.2** The Contractor shall provide sufficient information and pricing data for any price adjustments and shall include a certification that, to the best of the contractor's knowledge and belief, the data submitted is accurate, complete and current as of the a mutually determined specified date and will continue to be accurate and complete during the performance of the contract.

## **22. TERMINATION FOR CONVENIENCE**

The District, by written notice to contractor, may terminate this contract, in whole or in part, when it is in the District's interest. If this contract is terminated, the District shall be liable only for payment for acceptable services and performance rendered before the effective date of termination, and the contract total price will be adjusted accordingly.

## **23. TERMINATION FOR DEFAULT**

- 23.1** The District may, by written notice of default to the contractor, terminate the whole or any part of this contract in any one of the following circumstances:
  - 23.1.1** If the contractor fails to make delivery of the work products or to perform the services within the time specified herein or any extension thereof; or
  - 23.1.2** If the contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within the period specified by the District after receipt of notice from the District specifying such failure.

- 23.2** In the event the District terminates this contract in whole or in part as provided in subsection 23.1.1 of this provision, the District may procure, upon such terms and in such manner as the District may deem appropriate, work products or services similar to those so terminated, and the contractor shall be liable to the District for any excess costs for such similar work products or services; provided, that the contractor shall continue the performance of this contract to the extent not terminated under this provision.
- 23.3** If this contract is terminated as provided in subsection 23.1.1 of this provision, the District, in addition to any other rights provided in this provision, may require the contractor to transfer title and deliver to the District, in the manner and to the extent directed by the District, such completed and partially completed reports, materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights and any other work product as the contractor has specifically produced or specifically acquired for the performance of such part of this contract as has been terminated; and the contractor shall, upon direction of the District, protect and preserve the property in possession of the contractor in which the District has an interest. Payment for completed work and work products delivered to and accepted by the District shall be at the contract price. Payment for partially completed work and work products delivered to and accepted by the District shall be in an amount agreed upon by the contractor and the District, and failure to agree to such amount shall be a dispute which shall be resolved under the Disputes clause of this contract.
- 23.4** The rights and remedies of the District provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- 23.5** If after termination for failure of the contractor to fulfill its contractual obligations, it is determined that the contractor had not failed to fulfill contractual obligations, or that such failure was excusable under criteria set forth herein, the termination shall be deemed to have been for the convenience of the District. In such event, settlement costs and the contract price may be adjusted as provided in the Termination For Convenience provision of this contract.

## **24. WAIVER OF BREACH**

No failure by the District to enforce any provisions hereof after any event of breach shall be deemed a waiver of its rights with regard to that event, or any subsequent event. No express failure of any event of breach shall be deemed a waiver of any provision hereof. No such failure or waiver shall be deemed a waiver of the right of the District to enforce each and all of the provisions hereof upon any further or other breach on the part of the Contractor.

## **25. TRANSITION ASSISTANCE**

If this contract is not renewed at the end of this term, or is terminated prior to the completion of a project, or if the work on a project is terminated, for any reason, the Contractor shall provide, for a reasonable period of time after the expiration or termination of the project or this contract, all reasonable transition assistance requested by the District, to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the District or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this contract, except for those terms or conditions that do not reasonably apply to such transition assistance. The District shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by the contract. If there are no established contract rates, then the rate shall be mutually agreed upon. If the District terminates a project or this contract for cause, then the District will be entitled to offset the cost of paying the Contractor for the

additional resources the Contractor utilized in providing transition assistance with any damages the District may have otherwise accrued as a result of said termination.

## **26. ASSIGNMENT, TRANSFER AND SUBCONTRACTING**

The District reserves the right to assign all or any part of its interests under the contract. Contractor may not assign any part of its rights or obligations under a contract without the prior written approval of the District. Specifically, a Contractor may not transfer, pledge, or assign funds or the right to receive funds due or to become due under this Contract, in whole or in part, without the prior written consent of the District. Any such transfer, pledge or assignment by the Contractor which is not approved by the District is invalid, and shall in addition constitute an event of default under the contract. The Contractor shall be responsible to the District for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor.

## **27. FORCE MAJEURE**

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required under the contract by reason or strikes, lock-outs, labor troubles, failure of power, riots, insurrection, war or other reasons of a like nature, not the fault of the party delayed in performing work or doing acts required under the terms of the contract, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

## **28. DISSEMINATION OF INFORMATION**

All reports, information, or data, prepared or assembled by the selected offeror under the contract, are confidential and the selected offeror agrees that said reports, information or data shall not be made available to any individual or organization without the prior written approval of the District. In addition, the District may disclose certain information to offeror and offeror may have access to certain information that is not generally known to others and is confidential. Offeror agrees not to use or disclose to any third party, except in the performance of services hereunder, any such confidential information. Offeror further agrees to cause its employees and subcontractors to undertake the same obligations of confidentiality. These provisions shall survive termination of the contract.

## **29. SEVERABILITY**

If any term or provision of the contract or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this contract, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this contract shall be valid and be enforced to the fullest extent permitted by law.

## **30. DISPUTES**

The contract and any disputes arising out of the contract shall be governed by the laws of the State of Alaska. The parties agree that any appeal of an administrative decision or any original action to enforce any provision of the contract, or to obtain relief from or remedy in connection with the contract, may be brought only in the federal district court for the District of Alaska or the state courts for the Third Judicial District, State of Alaska, at Anchorage.

## **31. CONTRACT FUNDING; NON-APPROPRIATION**

The contract is contingent upon funding. No financial obligation beyond a current District fiscal year shall exist under the contract unless and until an appropriation of funds to be expended on the contract for the following fiscal year is made by the Anchorage School Board. In the event that the School Board does

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not appropriate funds, or appropriates insufficient funds for the following fiscal year, the District shall notify the contractor and the contract shall terminate on the last day of the preceding fiscal year, or on the date when appropriated funds for the contract are exhausted. Under no event shall the District be financially obligated to the contractor in any way beyond amounts appropriated by the School Board.

### **32. OCCUPATIONAL SAFETY AND HEALTH WARRANTY**

Bidder, if awarded a contract, warrants that the products sold or services rendered to the buyer shall conform to the standards and/or regulations promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970 (29 U.S.C. 651, pl 91-596). In the event the product sold does not conform to the OSHA standards and/or regulations, the buyer may return the product for correction or replacement at seller's option and at the seller's expense. Services performed by the seller which do not conform to the OSHA standards and/or regulations must be corrected by seller at seller's expense or by buyer at seller's expense in the event seller fails to make the appropriate correction within a reasonable time.

### **33. HOLD HARMLESS**

Bidders shall defend and hold the District, its officers, employees, agents and insurers harmless from any and all claims arising from the use or consumption of product provided by bidder unless bidder can establish that such claims arise from the District's improper handling, storage, or use of the product.

SAMPLE

**ATTACHMENT D**  
**OFFEROR'S CHECKLIST**

**GENERAL**

Proposers/Offerors are advised that, notwithstanding any instructions or implications elsewhere in this RFP, only the documents shown and detailed on this Check List need to be submitted with and made part of their proposal/offer. Proposers/Offerors are hereby advised that failure to submit the documents shown and detailed on this Check List may be justification for rendering the proposal/offer non-responsive.

**A. REQUIRED DOCUMENTS FOR OFFER SUBMISSION**

1. Attachment A, Proposal Transmittal Form
2. Attachment B, Fee Proposal
3. All addenda issued should be acknowledged by manually signing the Addendum sheet and submitting it prior to the offer opening, or by indicating acknowledgement in the space provided on the Attachment A, Proposal Transmittal Form.
4. Exhibit 1, Supplemental Term, Conditions and Forms
  1. Acknowledgement of Terms, Conditions, and Grant Clauses
  2. Certification Regarding Lobbying
5. Exhibit 2, Disadvantage Business Enterprises, Contract Participation Form
6. Exhibit 3, Disadvantaged Business Enterprises, Prime Consultant/Contractor Certification
  1. Prime Consultant/Contractor Certification
7. Exhibit 4, Disadvantaged Business Enterprises, Contact Documentation Form
  1. Contact Documentation Form

**THIS RFP IS FUNDED WITH A FEDERAL GRANT.**

**THIS RFP HAS DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM PARTICIPATION REQUIREMENTS (ABOVE EXHIBITS 1, 2, 3, & 4).**

**DBE PARTICIPATION REQUIREMENTS MUST BE COMPLETED BY THE PROPOSAL SUBMISSION DATE AND SUBMITTED WITH PROPOSAL.**

**EXHIBIT 1:**  
**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 forwarded 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>.

**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

**EXHIBIT 2**  
Disadvantage Business Enterprise  
**CONTRACT PARTICIPATION FORM**

**Efforts to Obtain MBE/WBE/LSAF Participation**

- A. Please answer the following questions and return this questionnaire with attachments (i.e., ads, meeting attendance list, etc.) to the Purchasing Agent with your offer.

Project Name: \_\_\_\_\_  
Solicitation Number: \_\_\_\_\_  
Contractor: \_\_\_\_\_

- B. Did your company: YES/NO

1. Attend any pre-proposal meetings that were scheduled by the District?  Yes  No  N/A  
(provide documentation)

If YES, please list the meetings (e.g. site-visit, pre-bid, bid opening) attended below.

- a)
- b)
- c)

2. Did your company utilize the services or assistance, as appropriate, of such organizations as the Small Business Administration, Alaska District Office, the Department of Transportation and Public Facilities (DOT), Civil Rights Office and/or the US Department of Labor?

Yes  No  N/A (provide documentation)

3. Advertise subcontracting opportunities in major circulation newspapers, such as:

- a) Anchorage Daily News?
- b) Pubic Website?
- c) Plans Rooms?
- d) Other types of notices?

Yes  No  N/A (provide documentation)

If YES, please attach copies of any ads or notices.

4. Provide timely written notice to specific MBEs/WBEs/LSAFs that their interest in the contract is being solicited?  Yes  No  N/A (provide documentation)

If YES, please attach a sample of such notification and list MBEs/WBEs contacted on the Contact Documentation Form (Exhibit 4).

5. Follow-up initial solicitations of interest by personally contacting MBEs/WBEs/LSAFs?  Yes  No  N/A (provide documentation)

If YES, please list those MBEs/WBEs/LSAFs contacted on the Contact Documentation Form (Exhibit 4).

6. Select the portions of the contract to be performed by MBEs/WBEs/LSAFs in a manner that will increase the likelihood of MBE/WBE/LSAF participation?  Yes  No  N/A (provide documentation)

If YES, please attach a list of those portions of the contract selected for MBE/WBE/LASf participation.

7. Provide interested MBEs/WBEs/LSAFs with timely and thorough information about the plans, specifications and technical requirements of the contract?  Yes  No  N/A (provide documentation)

If YES, please list the MBEs/WBEs/LSAFs provided with such information on the Contact Documentation Form (Exhibit 4).

8. Negotiate in good faith with interested MBEs/WBEs/LSAFs, and not reject MBEs/WBEs/LSAFs as unqualified without sound reasons based on a thorough investigation of their capabilities?  Yes  No  N/A (provide documentation)

If YES, list MBEs/WBEs/LSAFs with whom good faith negotiations were conducted on the Contact Documentation Form (Exhibit 4).

9. Assist interested MBEs/WBEs/LSAFs in obtaining bonding and/or insurance.  Yes  No  N/A (provide documentation)

If YES, list MBEs/WBEs/LSAFs assisted on the Contact Documentation Form (Exhibit 4).

10. For each question answered "YES" above that requires a listing of MBEs/WBEs/LSAFs, please provide that listing on this page. Answers need not be limited to a single line. If more space is needed, please attach supplemental sheets. You need only list an MBE/WBE/LSA firm only once. Use the first column to indicate the question(s) referenced above by each firm listed. Any question answered "N/A" above, please provide supporting documentation of Affirmative Steps taken.

**EXHIBIT 3**  
Disadvantaged Business Enterprise  
**PRIME CONSULTANT/CONTRACTOR CERTIFICATION**

**I. PROJECT INFORMATION**

District Project Number	Applicant/Entity Name	Total of District Funding
	Anchorage School District	\$

**Prime Consultant/Contractor:** \_\_\_\_\_  
**Contract Number:** \_\_\_\_\_ **Contract Amount:** \_\_\_\_\_

**II. AFFIRMATIVE STEPS** (Applicant to all subcontracts awarded by the prime consultant/contractor)

I understand that it is my responsibility to comply with all state and federal regulations and guidance in the utilization of Minority, Women-Owned Businesses and Labor Surplus Area Firms in procurement. I certify that I will apply the affirmative steps to afford opportunities for Minority Business Enterprise (MBE), Women-Owned Business Enterprise (WBE) and Labor Surplus Area Firms (LSAF) by:

1. Including qualified MBEs/WBEs/LSAFs on procurement solicitation lists
  2. Soliciting potential MBE's/WBE's/LSAFs.
  3. Reducing contract size/quantities when economically feasible to permit maximum participation by MBE's/WBE's/LSAFs.
  4. Establishing delivery schedules to encourage participation by MBE's/WBE's/LSAFs.
  5. Using the services and assistance of the Small Business Administration, Minority Business Development Agency, U.S. Department of Commerce (<https://www.sba.gov/>), as appropriate, the Department of Transportation and Public Facilities (DOT), Civil Rights Office (<http://www.dot.state.ak.us/cvlrts/directory.shtml>) and/or the US Department of Labor (<http://www.doleta.gov/lsa>).
  6. Requiring all Prime Consultants/Contractors to follow steps 1-5 listed above in employing MBE/WBE/LSA Subcontractors.
- Exception:** As Prime Consultant/Contractor, I certify that I have reviewed the contract requirements and found no available subcontracting opportunities. I also certify that I will fulfill 100 percent of the contract requirements with my own employees and resources. (Check if applicable).

Signature – Prime Consultant/Contractor	Name & Title (print legibly)	Certification Date

**III. DISTRICT APPROVAL SIGNATURE**

Signature indicates the form meets DBE Requirements.

District Coordinator	Approval Date

**EXHIBIT 4**  
**Disadvantaged Business Enterprise**  
**CONTACT DOCUMENTATION FORM**

Project Name: \_\_\_\_\_ RFQ/ITB/RFP No. \_\_\_\_\_

Company Name: \_\_\_\_\_

This form is provided for your convenience to document your efforts to meet the DBE affirmative steps on this project. You may use additional sheets, if needed. You may return this form or other supporting documentation, such as explanations, advertising notices, solicitations, telephone logs, etc. with your Contract Participation Form (Exhibit 2).

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Firm: \_\_\_\_\_ MBE / WBE / LSAF

Address: \_\_\_\_\_ Phone No: \_\_\_\_\_

Type of Work: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

Dates of Contact: \_\_\_\_\_

Method of Contact: \_\_\_\_\_

Name of Person Contacted: \_\_\_\_\_

Results of Contact: \_\_\_\_\_

If rejected, why: \_\_\_\_\_

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Firm: \_\_\_\_\_ MBE / WBE / LSAF

Address: \_\_\_\_\_ Phone No: \_\_\_\_\_

Type of Work: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

Dates of Contact: \_\_\_\_\_

Method of Contact: \_\_\_\_\_

Name of Person Contacted: \_\_\_\_\_

Results of Contact: \_\_\_\_\_

If rejected, why: \_\_\_\_\_

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Firm: \_\_\_\_\_ MBE / WBE / LSAF

Address: \_\_\_\_\_ Phone No: \_\_\_\_\_

Type of Work: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

Dates of Contact: \_\_\_\_\_

Method of Contact: \_\_\_\_\_

Name of Person Contacted: \_\_\_\_\_

Results of Contact: \_\_\_\_\_

If rejected, why: \_\_\_\_\_

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**SPECIAL PROVISIONS**  
**Disadvantaged Business Enterprise Program (DBE)**  
**Specifications for District Contracts**

This project is a FEMA Public Assistance Program construction contract and, is subject to any applicable federal and state regulations. Bidders/proposers shall be fully informed regarding the requirements of the regulations, statutes, and code regarding the Disadvantaged Business Enterprise Program (DBE).

**A bidder/proposer who is determined not in compliance with the requirements of the applicable regulations and code, or these specifications will not be awarded this contract.** Noncompliance after award of the contract constitutes a breach of the contract and may result in termination of the contract or other appropriate remedy for such breach.

Part I. Disadvantaged Business Enterprise Program Goals and Six Affirmative Steps.

**All bidders/proposers shall solicit subcontractor or supplier bids/offers prior to bid/proposal opening for this project.** The bidder/proposer acknowledges that post-bid/proposal opening of solicitations do not qualify for meeting Fair Share objectives or the Six Affirmative Steps.

- A. All bidders/proposers on this project **shall** carry out the required Six Affirmative Steps, listed as items 1 through 6 below:
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 affirmative steps.
  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.
  7. Exception: As prime consultant/contractor, certify that they have reviewed the contract requirements and found no available subcontracting opportunities; and certify that they will fulfill 100 percent of the contract requirements with their own employees and resources.
- B. The District will presume a lack of six affirmative steps to satisfy MBE, WBE and LSAF requirements if the bidder/proposer rejects any bids/offers from MBEs, WBEs and/or LSAF's, which are as low,

or lower, than other competitor's bids/offers. The bidder/proposer that rejects an as-low or lower bid/offer from an MBE, WBE or LSAF may submit proof to rebut this presumption.

- C. If a prime contractor is a MBE, WBE or LSAF, such prime also must carry out the Six Affirmative Steps to award any subcontracts or procurements on this project.
- D. Record keeping requirements. The prime contractor must retain all records documenting their Six Affirmative Step for audit purposes and provide copies of these to the District DBE Officer upon request.

**Apparent successful bidders/proposers, who fail to demonstrate completion of the required Six Affirmative Steps, will not be awarded this contract.**

### **Part II: Certified Minority (MBE) and Women's (WBE) Business Enterprises**

- A. A MBE/WBE, or a joint-venture with a MBE/WBE, must be currently certified prior to opening of bids/proposals in order to be considered a MBE/WBE enterprise.
- B. Businesses must be certified by the Small Business Administration (SBA), Alaska District Office <https://www.sba.gov/offices/district/ak/anchorage>, Department of Transportation and Public Facilities (DOT), Civil Rights Office <http://www.dot.state.ak.us/cvlrts/directory.shtml>, or by state, local, Tribal or private entities whose certification criteria and who present proof of this will be eligible. Proof may be in the form of a letter from the certifying agency or a current listing in a directory maintained by the certifying agency.
- C. Those companies certified as DBEs by one of the agencies listed in Part II. B above:
  - 1. Whose majority ownership and control is vested in one or more minority individuals;
  - 2. Whose majority ownership and control is vested in one or more non-minority women;
  - 3. Whose majority ownership and control is vested in one or more minority individuals, and who are women may be counted toward either the MBE or the WBE, but not to both.

### **Part III: MBE and WBE Participation**

The MBE or WBE must perform work on the project in the category/categories of work for which certification is issued. While the MBE or WBE may perform work in other categories for which certification is not issued, only that work performed in the certified categories.

- A. The MBE or WBE must perform a useful business function according to custom and practice in the industry; i.e., must be responsible for the execution of a distinct element of work and must carry out its responsibilities by actually performing, managing, and supervising the work.
- B. An MBE or WBE that acts merely as a broker or passive conduit of funds, without performing, managing, or supervising the work of its contract or subcontract in a manner consistent with normal business practices.
  - 1. Presumption. If 50% or more of the total dollar amount of a MBE or WBE's prime contract is subcontracted to a non-DBE, the MBE or WBE prime contractor will be presumed to be a broker, and no MBE or WBE participation may be reported.

2. Rebuttal. The MBE or WBE prime contractor may rebut this presumption by demonstrating that its actions are consistent with normal practices for prime contractors in its business and that it will actively perform, manage and supervise the work under this contract.
- C. MBE or WBE trucker/hauler expenditures will be credited towards the contract only if the trucker/hauler is performing a commercially useful function. The following factors should be used in determining whether a MBE or WBE trucker/hauler is performing a commercially useful function:
  1. The MBE or WBE must be responsible for the management and supervision of the entire trucking/hauling operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting MBE or WBE objectives.
  2. The MBE or WBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- D. For joint ventures, MBE and WBE participation consists of the portion of the dollar amount of the joint venture attributable to the MBE or WBE. However, where the MBE/WBE's risk of loss, control or management responsibilities are not commensurate with the share of profit.

**Part IV: Submission of Minority, Women's Business Enterprises and Labor Surplus Area Firms Information**

**A. TO BE SUBMITTED AS PART OF BID/PROPOSAL OR WITHIN THREE (3) WORKING DAYS OF NOTICE FROM THE DISTRICT (ASD):**

1. The bidder/proposer for this project shall submit their Contact Documentation (Exhibit 4), a completed and signed Prime Consultant/Contractor Certification (Exhibit 3) with their bid/proposal. If the bidder does not intend to utilize MBE, WBE or LSAF subcontractors, their Prime Consultant/Contractor Certification form must still be signed by bidder and, indicate "NONE TO BE USED". The bidder/proposal shall then be required to show that the mandatory Six Affirmative Steps were taken as set forth in these specifications, which are also included in the Contract Participation Form (Exhibit 2).
2. Bids/offers submitted without a completed and signed Contract Participation Form, completed and signed Prime Consultant/Contractor Certification Form, and sufficient Contact Documentation will be considered non-responsive, if not submitted with bid/offer or upon three (3) working days upon request, if not submitted with their bid/proposal.
3. A contract may not be awarded to a bidder/proposer who fails to submit the required supporting documents within the time specified. There shall be no substitutions, deletions, additions, or modifications to this listing subsequent to its submittal to Purchasing.

**Part V: MBE/WBE/LSAF Utilization Removal/Substitution**

If a successful bidder/proposer for a contract which contains MBE, WBE and/or LSA Firm participation requirements, at any time after award of contract, proposes to remove or make substitutions for MBE, WBE or LSA Firm subcontractors or joint-venture partners under the contract, a written notice of such removal or substitution shall be submitted to the District DBE Officer prior to commencement of performance of the affected work, with the names, addresses and phone numbers of the subcontractors or joint venture partners to be removed or substituted for and an explanation of the reasons for the removal and substitution. The successful bidder shall make the affirmative steps as defined in Part I. B to utilize another MBE, WBE or LSA Firm subcontractor as the replacement. These efforts shall be documented and, the circumstances fully explained in writing, and approval obtained from the District DBE Officer prior to such replacement. The District DBE Officer shall, within seven (7) days of receipt of such notice, approve said notice or removal

and substitution where it is shown that the requested action is for good cause and not for discriminatory purposes.

**Part VI: Other Provisions**

The District DBE Officer or his or her designee may visit the job site during regular working hours and interview subcontractors and employees for verification of compliance with these specifications and/or the regulations.

**Part VII: Definitions**

- A. Minority Business Enterprise (MBE) or Women Owned Business Enterprise (WBE) - means a business concern which is owned and controlled by one or more minorities or women. Owned and controlled means a business:
  - 1. Which is at least 51 percent owned by one or more minorities or women, or in the case of a publicly owned business, at least 51% of the stock is owned by one or more minorities or women;
  - 2. Whose management and daily business operations are controlled by one or more such individuals.
- B. Minority Individual - means an individual who is a citizen or lawful permanent resident of the United States and who is:
  - 1. Black (a person having origins in any of the black racial groups in Africa);
  - 2. Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
  - 3. Portuguese (a person of Portugal, Brazilian, or other Portuguese culture or origin, regardless of race);
  - 4. Asian American (a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands);
  - 5. American Indian and Alaskan Native (a person having origins in any of the original peoples of North America or original peoples of Alaska), and
  - 6. Members of other groups, or other individuals, found to be economically and socially disadvantaged by the United States Small Business Administration under section 8(1) of the federal Small Business Act.
- C. Labor Surplus Area (LSA) – is defined as a civil jurisdiction (a city of more than 25,000 or a county, borough, or census area) that has a civilian average annual unemployment rate during the previous two (2) calendar years of 20 percent or more above the average annual civilian unemployment rate for all states during the same 24-month reference period. If the national annual average unemployment rate during the referenced period is less than 6.0 percent, then the qualifying rate is 6.0 percent. If the national annual average unemployment rate during the referenced period is above 10 percent, then the qualifying rate is 10 percent. Please reference the US Department of Labor, Employment and Training Administration at <http://www.doleta.gov/lsa>. The list becomes effective each October 1 and remains in effect through the following September 30.
- D. Certification – a copy of a current MBE/WBE certification from any agency to be used for the District's monitoring of MBE/WBE participation in its program.

- E. Joint Venture – a commercial enterprise undertaken by more than one business enterprise jointly, limited in its scope and duration to one project, for the purpose of each enterprises profiting thereby.
- F. Fair Share - is a reasonable amount of funds commensurate with the total project funding, demographic factors and the availability of minority and women’s businesses. A fair share does not constitute an absolute requirement, but a commitment on the part of the bidder/proposer to attempt to use minority and women’s businesses by applying the “Affirmative Steps”.

For more information about these specifications, please contact the District DBE Officer at the Anchorage School District, Purchasing Warehouse, 4919 Van Buren Street, Anchorage, AK 99517; telephone (907) 742-8630.

**Part VIII – Equal Opportunity, Minority, Women-Owned Business Enterprise and Labor Surplus Area Firm (MBE/WBE/LSAF) Participation**

A. Equal Opportunity

No person or firm shall be discriminated against because of race, color, national origin, or sex in the award of District contracts. Further, the Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.

B. MBE/WBE Participation

While there are no MBE/WBE/LSAF goals associated with this solicitation, the District is committed to achieving participation in its contracting programs by business enterprises that are owned and operated by minorities, women and labor surplus area firms (MBEs, WBEs and LSAF) regardless of the size of the enterprise. All bidders/offerors are strongly encouraged to take active steps to maximize the participation of MBEs, WBEs and LSAF in this contract.

C. Technical Assistance

The District will provide assistance to promote the participation of MBEs, WBEs and LSAF in this contract, including the identification of MBEs, WBEs and LSAF. To obtain assistance, interested parties are encouraged to contact the District’s Purchasing Office at (907) 742-8621.