



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 2026-604 ASD BROKER SERVICES FOR HEALTH & WELFARE PROGRAMS

DATE ISSUED:
September 12, 2025

DUE: **PRIOR TO 10:00 A.M., LOCAL TIME**
DATE: **October 07, 2025**

The Anchorage School District (referred to as the "District") invites sealed proposals from qualified persons/firms to perform BROKER SERVICES FOR HEALTH & WELFARE PROGRAMS for the District, in accordance with the following documents that are a part of this RFP 2026-604:

Cover Page	This Notice/Cover Page	Page 1
Section I	Instructions to Offerors	Pages 2 - 10
Section II	Evaluation of Proposals	Pages 11 - 12
Section III	Proposal Format	Pages 13 - 15
Section IV	Scope of Services & Specifications	Pages 16 - 19
Attachment A	Proposal Transmittal Form	Consisting of 1-Page
Attachment B	Fee Proposal (Cost)	Consisting of 1-Page
Attachment C	Form of Contract (Sample)	Consisting of 10-Pages

AVAILABILITY OF RFP: This Request for Proposals (.pdf) is available electronically at the District's Purchasing website: <https://www.asdk12.org/Page/5417>

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/2026/604.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 RFP 2026-604 ASD BROKER SERVICES FOR HEALTH & WELFARE PROGRAMS

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

Date: October 7, 2025

PRE-PROPOSAL CONFERENCE:

A pre-proposal conference will be held at 10:30 a.m., Local Time, September 16, 2025 to discuss any matter 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.

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 is to provide Broker Services for Health & Welfare Programs 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.

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.

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/.

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

I. FIRM OFFER

Offers made in response to this RFP must be good and firm for a period of one hundred twenty (120) 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 one hundred twenty (120) 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 2026-604 ASD Broker Services for Health & Welfare Programs
Email: purchasing@asdk12.org
Attn: Shannon Powers, Senior 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 Paragraph M Questions/Method for Clarification, 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

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 Proposal Format of this RFP.
3. All proposals, addenda, and forms must be 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
2026-604 ASD Broker Services for Health & Welfare Programs
DUE: PRIOR TO 10:00 A.M. LOCAL TIME
DATE: OCTOBER 07, 2025

5. **One (1) original and five (5) copies of the proposal, for a total of six (6) 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)

In the case of discrepancies between the unit prices and the sum total specified, unit prices shall govern. If a price is specified in both written words and numbers and there is a discrepancy between the two, the written words shall govern.

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 of 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:

Item	Criteria	Points
1.	PROJECT APPROACH & METHODS	30
2.	MANAGEMENT	15
3.	FIRM’S EXPERIENCE	10
4.	PROPOSED CONTRACT STAFF	5
5.	WORKLOAD AND RESOURCES	10
	Subtotal	
6.	COST (FEE PROPOSAL)	30
	TOTAL POINTS POSSIBLE	100

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 twenty-five (25) 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 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:

1. PROJECT APPROACH & METHODS

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- a. Restate the proposed Scope of Services, outlining the objectives and scope as perceived. Do not repeat the statement of services provided herewith, but elaborate on the tasks, requirements, deliverables or other specifics deemed significant and necessary to demonstrate a complete understanding of the industry/market conditions, client objectives, legal/regulatory requirements, and any other factors deemed necessary for successful execution. Define any assumptions/considerations made in formulating response. After reading the scope express any opinions regarding alternatives that could impact costs.
- b. Describe communication and educational capabilities for covered employees, involvement in open enrollment processes, methods for carrier/vendor selection and ongoing vendor performance monitoring.
- c. Summarize approach to analyzing plan design and plan recommendations to align with contracting agency business and financial goals.
- d. Identify compensation structure including any commission arrangements.
- e. Detail proposed transition process if awarded contract including implementation timelines, time frames, roles and responsibilities and data requirements.
- f. Response must outline the methods for accomplishing the services and deliverable in the proposed contract. Consider what, when, where, how, and in what sequence the work will be done. Include proposed timeline with milestones. Identify the amount and type of work to be performed by any sub-consultants. Consider how each task may be carried out; what services or interaction may be required from/with the Contracting Agency. Suggest alternatives, if appropriate. Identify any distinct and substantive qualifications for undertaking the proposed contract, such as the availability of

specialized equipment or unique approaches or concepts relevant to the required services, which the firms may use.

2. MANAGEMENT 15

- a. Response must describe the administrative and operational structures that will be used for fulfilling the services and deliverables of the proposed contract. Address who will have overall responsibility for the contract and who will have direct responsibility for specific services/deliverables. Discuss the lines of authority. Describe your service strategy for ongoing support post-implementation. Use of a table or chart is preferred in your response. When applicable, include discussion of public participation process and coordination with State and Municipal agencies.

3. FIRM'S EXPERIENCE 10

- a. Discuss the offeror's background and qualifications to establish experience and performance as an industry leader for professional services similar to those required by the scope of this solicitation. Describe any relevant experience working with clients in Alaska, government agencies, or educational institutions.
- b. Discuss the relevance of past projects (program, unique features, schedules, budgets, etc.) to the services and deliverables described in this solicitation. List at least three (3) references (contact persons and telephone numbers) for the firm.

4. PROPOSED CONTRACT STAFF 5

- a. Provide bios of proposed service team. Specify who will be involved in implementation, management and ongoing support of contracting agency accounts.

5. WORKLOAD AND RESOURCES 10

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

6. COST (FEE PROPOSAL) 30

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

The fee proposed 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 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

It is the purpose of the Request for Proposal to solicit proposals from qualified persons/firms to perform **BROKER SERVICES FOR HEALTH & WELFARE PROGRAMS** for the District. The consultant will consult with the District's Benefits Department/HR Division with some interactions with ASD Health Task Force.

B. BACKGROUND

1. The District is comprised of approximately 5,000 staff in 130 facility locations spread throughout an area of 1,922 square miles, from Girdwood to Mirror Lake, with a residential population of about 300,549. It is the largest public-school district in the state of Alaska, and the 107th largest in the nation. The District has eight (8) separate bargaining units along with exempt, non-represented, substitute and temporary employees.

Central administration for the District is located at the Education Center 5530 E. Northern Lights Boulevard, Anchorage, Alaska 99504.

Extensive information regarding the District can be found on our website at <https://www.asdk12.org/domain/1254>

2. District's number of qualified employees and qualified dependents:
 - a. Health plan only: 3,200 eligible including employees and dependents.
 - b. Any type of benefit: 6,300 eligible including employees and dependents.
 - c. Excluded plans include Local 71 Custodians, Teamsters Bus and Teachers (Teacher's Health Trust) health plans.
 - d. Most employees reside in Alaska, there are a small number of employees who work remote from out of state.
3. District's current number of existing vendors:
 1. Aetna: medical, pharmacy, dental and HRA.
 2. TRI-AD: FSA, HSA, COBRA and benefit administration platform.
 3. Voya: Stop/Loss.
 4. Hartford: life insurance and income protection coverages.
 5. VERA: near site health clinic.
 6. Pacific Health Coalition: near site health clinic.
 7. Guardian: vision.

4. District's current services include third party administrator for health plan, pharmacy benefit manager, benefit administration platform, COBRA administration, vendors for benefits and vendors who may provide administrative services only to the health plans.
 - a. District Health Plans Third Party Administrator
 - b. District Health Plans COBRA administrator
 - c. District CDHP/PPO Health Plans and Additional Benefits
 1. Pharmacy
 2. Dental Insurance
 3. Vision Insurance
 4. Life and Accidental Death and Dismemberment Insurance Supplemental Life, Dependent Life
 5. Income protection coverages (voluntary benefits)
 6. FSA/HSA/HRA
 7. Employee Assistance Program
 8. Near Site Clinic
 9. Stop/Loss Insurance
 10. Supplemental health plan benefits such as Hinge Health, Teledoc Health
 - d. Types of Plans
 1. Voluntary Benefits – STD, Critical Illness, Accident
 2. Self-funded medical and pharmacy
 3. Near Site Health Clinics
 4. Virtual Physical Therapy
 5. Virtual disease management programs: Diabetes & Hypertension Management, Diabetes prevention.
 6. Self-funded vision
 7. Self-fund dental
 8. Basic Life and Accidental Death and Dismemberment, Dependent Life Insurance and supplemental life insurance
 9. Employee Assistance Programs
 10. Employee and employer funded HSA

11. Employer funded HRA

12. FSA

5. Open enrollment begins May 15 – May 31. Health plan year is 7/1 – 6/30.

C. SCOPE OF SERVICES

The services to be provided by the Broker for health and welfare programs consulting shall include providing professional advice and services, including underwriting, actuarial and negotiating. The consultant will be expected to perform the following:

1. Provide strategic management consultation on health and welfare programs including plan design, benchmarking, regulatory compliance, vendor evaluation and cost modeling. Be available, as needed, to answer questions and resolve issues regarding benefits, contract administration and service providers.
2. Serve as designated insurance broker of record for health and welfare programs; provide appropriate coordination between vendors and the District.
3. Conduct health plan analysis and benchmarking against comparable organizations to evaluate plan design, cost, and competitiveness as needed.
4. Assist with the development of long-term strategic planning with an emphasis on cost containment, plan sustainability and maintaining a competitive benefit offering.
5. Provide ongoing advisory support on health and welfare programs to ensure compliance with federal and state regulations.
6. Provide support for compliance issues, to include IRS & DOL filings.
7. Prepare and present financial reports to include year-end financial accounting, and analyze funding alternatives, as appropriate.
8. Prepare claims expense reports and analysis, plan utilization and paid premiums reports and identify and track any emerging trends.
9. Provide any necessary actuarial services/analysis of health insurance claims reserves, including projected funding needs.
10. Assist the District with ongoing maintenance of health and welfare plan documents, contracts, when necessary. Review contracts, plan documents, and amendments for accuracy and content when necessary.
11. Negotiate benefits-related insurance renewals in partnership with the District to obtain favorable cost and services with vendors. This may include meeting directly with insurance company underwriters and placing insurance as directed. Premium rates are preferred to be without commission or, if included, fully disclosed.
12. Assist in developing performance guarantees related to vendor performance and assist in the evaluation of performance.
13. Partner with the District to effectively manage vendors. Help resolve issues/disputes between the District and various vendors.

14. Provide information on health benefits issues, trends, possible new benefits and proposed or new legislation that will, or may, impact benefit plan design and administration.
15. Assist with design, development and delivery of employee communications related to health and welfare programs.
16. Special projects, such as developing and assisting in the implementation of new health and welfare plans. Assistance in drafting, reviewing, issuing, and evaluating requests for proposals.
17. Provide open enrollment support, such as assisting in the development of timelines, coordination of vendors, and assistance in developing communication materials.
18. Attended and conduct enrollment meetings, presentations, benefits fairs, and conferences.
19. Attend various meetings, as needed.
20. Provide call center to support employee inquiries related to health and welfare benefits, claims.

D. CONTRACT TYPE

The contract awarded as a result of this solicitation shall be a monthly rate for which the offered unit price shall furnish all services, on an as-required basis, 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 June 30, 2028, with two (2) one-year options, at the same monthly unit price, upon satisfactory performance of the Contractor(s), and upon mutual consent of the parties.

END OF SECTION IV

**ATTACHMENT A
PROPOSAL TRANSMITTAL FORM**

This form must be returned with the offeror’s proposal.

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

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: _____

CERTIFICATION

I certify that I am a duly authorized representative of the firm listed above and that the information and materials enclosed with this proposal accurately represent the capabilities of the firm to provide the services indicated in compliance with the requirements of the solicitation. I certify that no member of the School Board or District employee, or spouse or other member of his/her household, has or shall have any undisclosed interest in the firm or this proposal, as provided in the Instructions to Offerors (“Conflicts of Interest” Paragraph H). 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 one hundred twenty (120) 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	Quantity	Unit	Description	Monthly Fixed Fee Unit Price	Annual Fixed Fee Extended Price
1.	12	Month	Provide strategic management consultation on health and welfare programs for the District.	\$ _____ Month	\$ _____ Annual

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

FOR PROPOSERS USE ONLY
PLEASE COMPLETE ALL BLANKS

DATE: _____

FIRM NAME: _____

OFFERER SIGNATURE: _____

PRINTED NAME: _____

PRINTED TITLE: _____

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
<p>CONTRACTOR'S NEGOTIATED AGREEMENT: (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: _____</p> <p style="text-align: center;">(Signature of Person authorized to sign)</p>			<p>AWARD: Your offer on Solicitation No. RFP 2026-XXX, 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: _____</p> <p style="text-align: center;">(Signature of District Purchasing Officer)</p>		
Name and Title of Signer (type or print)		Date Signed	Name of Purchasing Officer (type or print)		Date Signed
			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,

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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.
- 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,

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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 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

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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 contractor’s indemnification, it is agreed that the contractor 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 Contractor’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 for a 30-day prior notice of cancellation, nonrenewal or material change of conditions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of Contractor’s services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21 and shall be with insurers having a Best’s rating of no less than A-. The failure to supply satisfactory proof of insurance within the time required will cause the District to terminate this contract and/or to declare the contractor non-responsible and to reject the contractor’s bid/offer. Proof of insurance is required for the following:
- 16.1.1 Commercial General Liability Insurance.** Covering all business premises and operations used by the contractor 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, Workers Compensation and Auto Liability.
- 16.4 Additional Insured Status.** The policies of the insurance required under this Section, with the exception of workers’ compensation insurance policies, shall name the District as an additional insured.
- 16.5 Additional Requirements.** The Contractor 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 contractor 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 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

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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

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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 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

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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.

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