FAIRBANKS NORTH STAR BOROUGH SCHOOL DISTRICT

520 Fifth Ave. Fairbanks, AK 99701 - (907) 452-2000 - purchasing@k12northstar.org

PUBLIC NOTICE

SOLICITATION NO: RFP# 24-F0011 (AM1)

BARNETTE MAGNET SCHOOL, PERCENT (%) FOR ART, PLAYGROUND APPARATUS

BUDGET: $48,900.00

The FNSB School District will receive artwork proposals for **Barnette Magnet School, Percent for Art Project. See Section II (Scope of Work) for schedule details.**

A site visit, and pre-proposal conference for the discussion of specifications ***was*** held at Barnette Magnet School, on August 30, 2024, at noon (12:00pm). ***An additional site visit and pre-proposal conference has been scheduled for Thursday, September 26, 2024, at 2:00pm.***

DEADLINE for submitting proposals: Proposals will be received at the District Purchasing Office located at the School District Administrative Offices, 520 Fifth Ave, Fairbanks, AK 99701, until 5:00pm, ~~**September 20, 2024**~~ ***October 31, 2024.***

Specifications and related RFP documents may be obtained at the Purchasing Department in person, by telephoning (907) 452-2000, Ext 11341, or emailing (purchasing@k12northstar.org).

Questions concerning this procurement should be directed to: Emily Proper, Purchasing Agent

FAIRBANKS NORTH STAR BOROUGH SCHOOL DISTRICT

520 Fifth Ave. Fairbanks, AK 99701 - (907) 452-2000 - purchasing@k12northstar.org

REQUEST FOR PROPOSALS

COVER SHEET

Solicitation No: RFP# 24-F0011 (AM1), issued 9/18/24

Greetings,

You are invited to submit your proposals for:

BARNETTE MAGNET SCHOOL, PERCENT (%) FOR ART, PLAYGROUND APPARATUS

A Pre-Proposal Conference and Site Visit ***was*** *held at Barnette School, Friday, August 30, 2024, at 12:00pm. (Barnette Magnet School, address: 725 Tenth Ave. Fairbanks, AK 99701)* ***An additional site visit and pre-proposal conference has been scheduled for September 26, 2024, at 2:00pm.***

DEADLINE for submitting proposals: Proposals will be received at the District Purchasing Office, located at the School District Administrative Offices, 520 Fifth Ave, Fairbanks, AK 99701, until 5:00pm, ~~**September 20, 2024**~~ ***October 31, 2024.***

This solicitation consists of the sections listed in the table of contents which will be part of any resulting contract. Offerors/Artists should familiarize themselves with the entire proposal packet.

Proposals submitted shall be formatted as specified herein under (this) COVER SHEET.

Sincerely,

Emily Proper
Purchasing Agent

Artist's Name:_____

Signature:_____

Mailing Address:_____

Alaska Business License No:_____

Email Address(s): _____

Phone Number(s): _____

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SECTION I - INSTRUCTIONS TO OFFERORS

RFP# 24-F0011

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1. INTRODUCTION

The Fairbanks North Star Borough School District hereinafter referred to as the "District" or "Buyer" will receive proposals from Offerors (Artists) having specific experience and qualifications in the area identified in this solicitation. For consideration, proposals for the project must contain evidence of the Artist's experience and abilities in the specified area or other disciplines directly related to the proposed service. Other information required by the School District is specified in the "CONTENTS OF PROPOSAL" clause included in this RFP. A selection committee shall review and evaluate all replies and identify the Artist(s) that constitute the "competitive range". The Artist(s) included in the competitive range may be invited to submit more detailed information, make oral presentations, and/or enter into competitive negotiations. A contract will be offered to the qualified offeror, or offeror(s), that makes the most attractive offer to the School District based on the evaluation factors specified herein. Thank you for your efforts to bring art into public spaces!

2. ORGANIZATION OF RFP DOCUMENT

This RFP is organized into three sections:

- Instructions to Offerors;
- Statement of Work (SOW); and
- General Provisions - Service Contracts.

The description of the task to be performed is included in the Statement of Work. The General Provisions section is included to provide the offeror with the standard contract clauses included in any contract of this type. Unless otherwise specified in this RFP neither the SOW nor General Provisions are binding. Clauses in these sections may be deleted, modified, or new clauses added in your proposal or during the negotiation phase of this procurement. Any changes in existing language should be identified in your "ACCEPTANCE OF CONDITIONS" submittal tab - d.

3. **SOLICITATION REVIEW**

Offerors shall carefully review this RFP for defects or ambiguities. Offeror's comments concerning defects or ambiguities in the RFP must be made in writing and received by the Buyer at least four (4) working days before the proposal opening date. Such comments will allow time for an addendum to be issued, if one is required. Offerors should send any such comments to the Buyer listed on the front of this RFP.

4. **INTERPRETATION OR REPRESENTATIONS**

The FNSB School District assumes no responsibility for any interpretation or representations made by any of its officers or agents unless interpretations or representations are incorporated in a written addendum to the RFP. No oral interpretation will be made to any Offeror as to the meaning of this solicitation or any part thereof. Every request for such interpretation shall be made in writing to the Buyer. Oral explanations or instructions given before the award of the contract will not be binding. Every interpretation made to an offeror will be in the form of an addendum to this solicitation, but it shall be the offeror's responsibility to make inquiry as to the addenda issued. All such addenda shall become part of the contract and all offerors shall acknowledge receipt of the addenda. Failure to acknowledge receipt of the addenda may be cause for rejection of the proposal as non-responsive.

5. **PROPOSAL FORMS**

Offerors will submit proposals on the schedules provided herein. Offerors will also submit the cover sheet to this solicitation with their proposal and other documents as provided herein. Forms submitted must be complete, legible, and manually signed.

6. **PRE-PROPOSAL CONFERENCE**

Pre-proposal conferences are held to give offerors an opportunity for a site visit, to address ambiguities, defective specifications, and other concerns contained in the proposal document. Additional site visits may be granted prior to the proposal closing date by contacting the Project Manager; Clay Anderson.

7. **SUBMITTING PROPOSALS**

a. Artists are invited to submit one (1), or more proposals. Proposals may be submitted in person, by email to purchasing@k12northstar.org, by fax, to (907-451-4465), or by mail to the address shown below. Proposals must be received prior to the opening date and time.

| Offeror's Return Address
XXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXX

FNSB School District
Purchasing Department
520 Fifth Ave.
Fairbanks, Alaska 99701

RFP No: (insert the request for proposals number on your envelope)
| Opening Date: (insert the opening date on your envelope)
---

b. Neither the Fairbanks North Star Borough School District nor its officers or employees shall be responsible for the premature opening or failure to open a proposal which is not properly addressed and identified.

c. The FNSB School District Purchasing Department is located on the 3rd Floor at 520 Fifth Ave., Fairbanks, Alaska, 99701; and is open for business from 8:00 a.m. to 12:00 noon and 1:00 p.m. to 4:30 p.m., Monday through Friday. Acceptance of Special Delivery mail is not available Saturday, Sunday or holidays.

d. Offerors are encouraged to mail return proposals at least five (5) working days prior to proposal opening. Proposals mailed less than five (5) working days before opening should be sent by Postal Express, UPS, FedEx, or similar service. This is a suggestion only to minimize late proposals received and does not negate the aforementioned disposition of late proposals.

e. Emailed proposals are welcome, and encouraged; send to: purchasing@k12northstar.org.

Please note solicitation number [RFP# 24-F0011, BNT % for Art] in the Subject Line of related emails.

8. **CONTENTS OF PROPOSAL**

Artists are invited to present one or more proposals; "team" proposals will also be accepted. The proposal must be submitted under the Request for Proposal COVER SHEET, which identifies the name of the Artist(s). The Request for Proposal Cover Sheet must be completed and signed and shall be the face document of the proposal. Offerors shall present their responses to the items in the order that the items are listed, identifying each response by the submittal tab (letters; a - h). Failure to submit proposals in the format specified below may be considered just cause for rejection of the proposal at the sole discretion of the District. The District has the authority to waive any and all minor deviations or irregularities.

Acceptable formats for Proposals: Digital and/or Hard copy presentations are welcome. Keep in mind that proposals will initially be presented in a 2-Dimensional format. As finalists are chosen the committee may reserve the right to ask for a 3-Dimensional model.

PROPOSAL ENCLOSURES: Cover Sheet, and Submittal Tabs (a-h):

(a). Project Description, to include:

- A Title.
- A detailed written description of the artwork, including concept and theme.
- A detailed description of how the artwork will be applied, including a description of the major tasks and subtasks and timeline.
- A clear visual rendering, photo, or sketch of the proposed artwork, (2D) only. Digital image resolution; approximately 1452 by 1089, 378 KB, 96 dpi, 24 bit.
- Special considerations regarding safety, durability, maintenance requirements, etc.

(b). The Artist(s) Experience & Capacity. Include a resume for the Principal Artist, and all those who will be involved in the project delivery. Describe the Artist's experience in providing the service, and a statement affirming your ability to perform the scope of work, including the ability to obtain credit as needed to purchase supplies and materials, understanding that payment for the piece will not be rendered until completion. Include images of past work, (up to 10) with title, media, dimensions, and date completed.

(c). References. Provide at least one reference for contracts of similar size and scope. The School District reserves the right to ask for additional references or to seek references from other sources.

(d). Acceptance of Conditions. Indicate any exceptions to the clauses contained in Section II (Statement of Work), Section III (General Provisions - Service Contracts), or any enclosures/attachments contained in this solicitation.

(e). Additional Data. Provide any additional information that will aid in evaluation of the response.

(f). Cost Data. Provide complete cost data. Cost Data submitted at this stage is not binding and is subject to negotiation if you are chosen as a finalist unless the District determines that negotiations are not necessary and awards a contract based upon your initial response. In this case, your cost data and fee schedule will be binding.

(g). Amendment Acknowledgement, if applicable.

(h). Original Work & Non-Collusion Certificate.

9. **RECEIPT AND OPENING OF PROPOSALS**

a. Proposals received will be kept secure by the Purchasing Department until the opening date and time.

b. No responsibility will attach to the District or its representatives for the premature opening of, or the failure to open, a proposal not properly addressed and identified in accordance with the instructions contained herein.

10. **LATE PROPOSALS**

Proposals received after the RFP closing date and time can not be considered, and will be held "unopened" by the FNSB School District until after the award of the contract. The District reserves the right, at its discretion, to consider proposals which have been delayed or mishandled by the District.

11. **PRICES**

a. The offeror shall state their Price as a Total Cost. Prices quoted must be in U.S. funds and include all costs, including applicable federal duty, brokerage fees, packaging, transportation, and installation cost so that upon transfer of title the commodity can be enjoyed without further cost.

b. Prices quoted in proposals must be exclusive of federal, state, and local taxes. If the offeror believes that certain taxes are payable by the FNSB School District, the offeror may list such taxes separately.

c. The School District shall receive the benefit of any general reduction in Offeror's price prior to delivery and in no event shall the District be charged higher prices than the Offeror's similar customers who take delivery in substantially the same amounts and substantially similar circumstances.

12. **VENDOR TAX ID NUMBER**

If goods or services procured through this RFP must be included on a Miscellaneous Tax Statement, as described in the Internal Revenue Code, a valid tax identification number must be provided to the District before payment will be made.

13. **ALTERNATE BIDS, MODIFICATION, CORRECTION, OR WITHDRAWAL OF PROPOSALS**

Alternate bids **will** be considered for this solicitation; Artists are encouraged to submit one or more proposals in response to this RFP.

Proposals may be modified, corrected, or withdrawn in writing, prior to the time fixed for the Proposal opening. Proposals may not be modified or corrected verbally. The offeror bears the same responsibility for delivery of proposal modifications, corrections, or withdrawals as for the original document. All modifications, corrections, or requests for withdrawal must be clearly marked as such. Any attempt to make additions, deletion, corrections, or withdrawals of the proposal not in compliance with these provisions may be construed as a lack of "Good Faith" and may be cause for forfeiture of a bid bond and/or rejection of the proposal.

14. **EVALUATION OF PROPOSALS**

The FNSBSD retains the sole right in determining the quality of the offer, the significance of technical factors, and the best value for the District.

a. Evaluation Factors. Evaluation of proposals will be based on the following factors:

- Quality of offer; as evidenced by the information provided in the Submittal Tabs, with regard to Artistic considerations, technical merit, and capacity to fulfill the Scope of Work.
- Price; the proposed Total Cost as a (maximum). The proposal price must include all costs, including, (but not limited to), the total cost of all labor, materials, and installation.

b. Negotiations.

Offerors are asked to provide their best offer to include pricing as their initial submittals. The School District desires to award a contract based on the initial submissions and offerors should not rely on the negotiation process to modify their offers. However, the District may conduct negotiations in accordance with the following at the District's option:

i. With the offeror of the most attractive proposal in an attempt to modify the proposal to be acceptable to the District.

ii. With the offerors who have submitted proposals that are within the established competitive range; or

iii. With all offerors.

Negotiations, if conducted, will occur after the opening date of the request for proposal. Offerors shall be accorded fair and equal treatment during negotiations with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information derived from proposals submitted by competing offerors.

c. Best and Final Offer.

Upon completion of negotiations, if any, the School District may call for "best and final offers" (BAFO) at its discretion.

15. **CONTRACT DOCUMENTS**

If a formal contract is prepared and executed, it shall constitute the final agreement. If a formal contract is not prepared upon award, the final agreement shall include the following, and shall constitute the entire agreement:

a. This RFP;

b. Amendments to this RFP (if any);

c. Offeror's proposal(s);

d. Amendments to the Offeror's proposal and/or BAFO generated during the negotiation process.

16. **AWARD OF CONTRACT**

The percent for Art committee consists of representatives from Barnette school staff, PTA, the Alaska State council on the Arts, the FNSB school district, and FNSB public Works.

a. The resulting contract will be awarded to the responsible offeror submitting the most attractive proposal as determined by the evaluation factors and complying with the requirements of this solicitation, provided his proposal is reasonable and it is in the best interest of the School District to accept it. The School District, however, reserves the right to reject any and all proposals, to waive any informality or irregularity in proposals received whenever such rejection or waiver is in the School District's interest, or to award to multiple offerors.

b. The School District reserves the right to accept or reject any or all items of any proposal, where such acceptance or rejection is appropriate and does not affect the basic proposal.

c. The School District reserves the right to reject any or all proposals, to waive deviations from the specifications and to waive informalities in the proposals received whenever such rejection or waiver is considered to be in the best interest of the School District.

d. The School District reserves the right to reject the offer of an offeror who has previously failed to perform properly or complete on time contracts of a similar nature; to reject the proposal of an offeror who is not, in the opinion of the School District, in a position or qualified to perform the Contract; and any or all offers when such rejection is in the interest of the School District.

e. The School District may cancel the solicitation if such cancellation is in the best interest of the District.

f. Award in part or in whole is contingent upon available funding.

17. **ACCEPTANCE PERIOD**

To provide time for evaluation of offers received and approval of proposed awards, all offers submitted shall remain valid for a period of 60 days.

Any extension of this 60 days acceptance period shall be requested by the District in writing.

18. **AGGRIEVED OFFERORS**

The administration shall make available its recommendations for award by 12:00 Noon, on the Wednesday preceding the scheduled Tuesday School Board meeting for those contracts requiring School Board approval. Any aggrieved offeror may appeal to the School Board in writing, for those proposals requiring School Board action, the award of a contract. The appeal must be received by the Superintendent's office prior to 12:00 Noon on the day of the School Board meeting at which award of the contract is to be made. The appeal must include the name of the person submitting the protest, the name of the offeror represented by that person, the specific proposal which is being appealed and a detailed explanation of the reasons for the appeal. The aggrieved offeror must serve all other offerors with the notice of appeal in order to afford them the opportunity to rebut. Failure to give written notice of the appeal provided herein constitutes a waiver by the aggrieved offerors right of any objections to the award.

19. **ORDER OF PRECEDENCE**

The following order of precedence shall govern in the event of a conflict between documents of this Solicitation:

a. Section II entitled "Statement of Work".

b. Section III entitled "General Provisions - Service Contracts".

c. Section I entitled "Instructions to Offerors".

SECTION II - STATEMENT OF WORK (SOW)
RFP

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1. **BACKGROUND**

The State of Alaska Department of Education & Early Development (DEED) has appropriated funds through Grant GR-20-003, which includes an allotment specifically for the purchase of ART. The school see to further **enhance the outdoor space adjacent to their intermediate playground, with an artful apparatus.**

2. **SCOPE OF WORK**

About the School:

Barnette Magnet school is a Public School in Fairbanks Alaska, offering innovative courses and programs in order to attract students from a broad urban area. Home of the "Blazers", Barnette serves approximately 400 students in kindergarten through 8th grade. Barnette's "magnet", or "draw", is a combination of small exploration classes, a community-based Friday in Fairbanks program, and quarterly all-school Exhibit nights. The student's day at Barnette is made up of an uninterrupted morning core of reading, writing and math followed by an afternoon of student chosen explorations. Exploration classes fall into seven strands that include sciences, social studies, fine arts, movement, languages and cultures, technology, and literature. Explorations change each quarter, allowing students to choose twelve classes a year. Students love their exploration classes and look forward to the quarterly exhibit night where everyone is able to share their projects with parents, share some food, and possibly perform in the much-anticipated stage show. Other elements of the school that make it attractive to families include a creative, caring staff, extensive opportunities for parent involvement, strong community involvement, looping core classrooms, after school program, and a host of other enrichment opportunities.

- Barnette School Mascot: Blazers
- Barnette School Colors: Purple & Silver
- Barnette School Motto: Blazers choose respect, responsibility, and kindness.Barnette's School Vision Statement: A community where we imagine, explore, create, reflect, and celebrate learning.
- Barnette's School Mission statement: In addition to an uninterrupted core curricular block, we empower and engage learners through a choice of interactive explorations designed to develop and motivate the whole child, while facilitating a positive connection to the local community.
- This innovative school brings learning to life through explorations in the arts, technology, languages, and movement as students engage in "hands-on, minds-on" learning. The integration of the arts assures the learning experience is stimulating and well rounded, while providing learning opportunities that develop leadership and a sense of community.
- Academics are very important to a magnet school. For this reason, we have ensured a three-hour core block of rigorous curriculum, free from pull-outs. The magic unfolds as the academics are integrated into a variety of explorations that will develop and motivate the whole child. This safe and supportive environment seeks to provide ordinary children with extraordinary experiences!
- The magnet seeks to empower children as designers and inventors, enabling them to learn about the world through experimentation and exploration.

About the Intermediate Playground apparatus: **BUDGET $48,900.00**

There is a 40ft. x 40ft. square, grassy area located adjacent to the school's Intermediate Playground; see attached photo, labeled 'Site Location and Dimensions'.
The Barnette Magnet School intermediate playground is brimming with activity at school recess times; an artful piece could include an apparatus that can be played with, or on, or sat upon for leisurely enjoyment or quiet conversation. Similarly, "Buddy" or "Friendship" benches, have offered an inspired and unique purpose when created by an artist and situated in well traveled areas of schools.

Other themes the school exemplifies, which could be reflected in the art work are:

- Interactive art that encourages movement and represents our unique hands-on project based learning.
- Incorporating cross curricular learning, such as 'Art meets Science', or 'Art meets Social Studies'.
- A "teaching" piece; something teachers might bring students to study and learn from as part of their lesson.
- Embodiment of the idea that there are multiple types of intelligence. Art should speak to the fact that Barnette children can "shine" outside of the typical academic areas.
- Welcoming, playful, kinetic art.
- Stimulation of the senses, without sensory "overload"; calming features.
- Color and reflective light.
- Enhancement of the surroundings.

Desired attributes:

- Durability and Stability of the finished artwork.
- Resistance to vandalism.
- A free standing apparatus or sculpture that necessitates minimal installation work.

Special considerations that must be taken into account:

- Student traffic, safety
- Vandalism resistance
- Weather resistance
- Durability
- Permanence
- Age appropriateness
- Long term maintenance requirements
- Wood mediums should be avoided per District design standards; if wood is utilized in the proposed design, the proposal must include wear mitigation measures in order to be considered.
- Landscaping; if the area (underneath) the proposed apparatus cannot be reached by grass mowing equipment, the proposal must also include the installation of a foundation composed of gravel or concrete.

3. **CONTRACTOR'S (ARTIST'S) RESPONSIBILITIES**
Contractor/Artist(s) shall be responsible for furnishing all goods, materials, supplies, tools, equipment, and labor needed to complete the installation of the artwork. All related costs, including planning, preparation, travel, insurance, shall be borne by the Contractor. Artist(s) shall notify the Project Manager when access to the site is needed, and when electricity, and plumbing may be in use.

4. **DISTRICT'S RESPONSIBILITIES**
Artists whose proposals are selected by the committee will be initially notified of their status as early as possible upon opening of proposals. As required, final ratification of the committee's selection will be approved by the school board before the contract can be awarded, (target date for award notification: ***11/07/24***). Upon award, the District shall assign a Project Manager to act as the primary contact for the Artist.

5. **PERFORMANCE SCHEDULE**
Work on this contract shall be performed beginning September 30th 2024 (or upon award), through June 6th, 2025.

Inspections shall be performed June 6-11 , 2025.

DEADLINE: The Project must be complete (delivered, inspected, invoiced, and paid) no later than June 15th, 2025.

6. **CONTRACT ADMINISTRATOR**

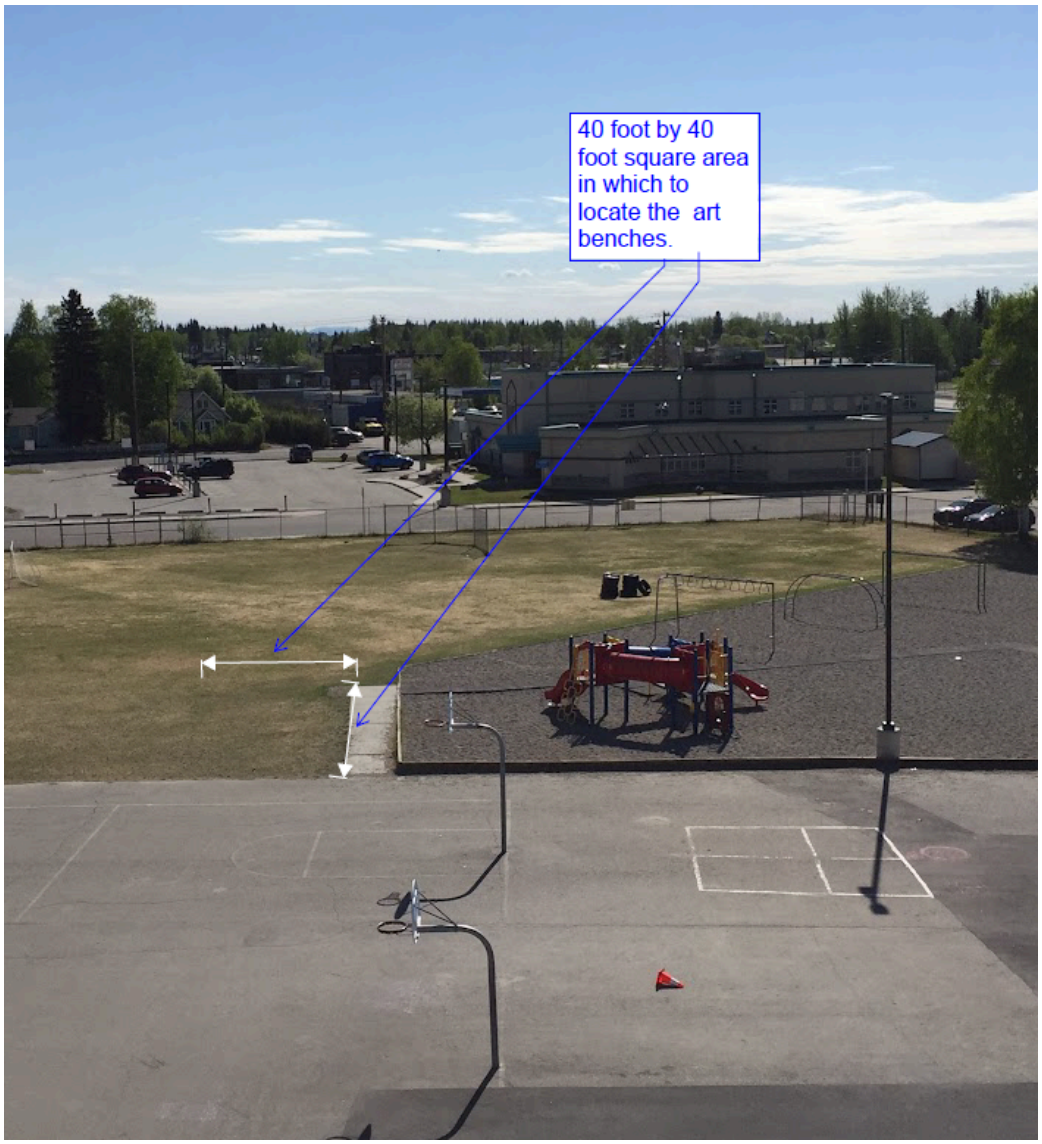
FNSBSD Project Manager: Clay Anderson

Email: clay.anderson@k12northstar.org Phone number: 907-452-4461 extension 15238.

7. EXPENDITURE LIMITATION

The expenditure limitation for the project shall not exceed **$48,900.00.**

Site location and dimensions:



Site Photograph #1

Site Photograph #2

Site Photograph #3

“Buddy Bench” configuration, envisioned by art committee.

SECTION III - GENERAL PROVISIONS - SERVICE CONTRACTS
RFP

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1. **APPLICABLE LAW AND DISPUTES**

Any dispute with respect to this contract shall be governed by the laws of Alaska and FNSB School Board Policies. Any appeal of an administrative order and any original action to enforce any provision of this agreement or to obtain any relief from remedy in connection with this agreement may be brought only in the Superior Court for the Fourth Judicial District of Alaska.

2. **ASSIGNMENT AND SUBCONTRACTING**

This Contract or any interest hereunder shall not be assigned or transferred by the Offeror without the prior written consent of the Buyer and subject to such terms and conditions that the Buyer may impose. The Buyer shall not consent to any proposed assignment unless and until the Offeror furnishes the Buyer with two (2) executed copies of the assignment. The Offeror shall not subcontract the furnishing of any of the complete or substantially complete items required by this Contract, without the prior written approval of the Buyer.

3. **AUDIT OF RECORDS**

Offeror shall keep adequate records of direct labor costs and all other costs of the performance of this Contract, which shall be subject to audit by the Buyer in the event of termination for convenience or with respect to any work for which the price or any part thereof is based on time and cost of materials.

4. **BANKRUPTCY**

The Buyer may terminate this Contract in whole or in part by written or telegraphic notice:

a. If the Offeror shall become insolvent or make a general assignment for the benefit of creditors; or

b. If a petition under any bankruptcy act or similar statute is filed by or against the Offeror and is not vacated within ten (10) days after it is filed.

Termination under this clause shall be in accordance with the "Termination for Default" clause.

5. **BUYER FURNISHED PROPERTY**

a. Furnished Property

The Buyer shall deliver to the Offeror for incorporation into the work to be performed, the property described in the SOW as Buyer furnished property, hereinafter referred to as "property". All property shall be identified as property of the Buyer. The property shall be used exclusively on the work required by this Contract. The Offeror shall establish procedures for the inventorying, storage, maintenance, and inspection of the property. Records of such shall be made available to the Buyer upon request.

b. Delivery

The performance schedule of this Contract is based upon the premise that property suitable for use will be delivered to the Offeror at the times stated in the SOW or, if not so stated, in sufficient time to enable the Offeror to meet the performance schedule. If the property is not delivered to the Offeror by such time or times, the Buyer shall, upon timely written request made by the Offeror, make a determination of the extent of the delay, if any, incurred by the Offeror thereby, and shall equitably adjust the performance schedule or the Contract price, or both, and any other contractual provision affected by such delay, in accordance with the "Changes" clause. If the property is received by the Offeror in a condition which makes it not suitable for its intended use, the Offeror shall, upon receipt thereof, notify the Buyer of such fact. Upon such notice, the Buyer shall advise the Offeror of the disposition to be made of the property and issue a change order, with respect to such property, under the "Changes" clause.

c. Risk of Loss

The Offeror assumes the risk of, and shall be responsible for, any loss or damage to property furnished under this clause upon its delivery to the Offeror. Offeror shall maintain adequate insurance to cover this risk.

d. Access

The Buyer, and any persons designated by the Buyer, shall at all reasonable times have access to the premises where the property is located for the purpose of inspecting the property.

e. Changes in Property

i. By notice in writing, the Buyer may:

(1) increase, decrease or withdraw the property provided or to be provided by the Buyer under this clause, or

(2) substitute other property for property to be provided by the Buyer. The Offeror shall promptly take such action as the Buyer may direct with respect to the removal and shipping of property delivered and later withdrawn by such notice.

ii. Upon any increase, decrease, withdrawal or substitution of property pursuant to paragraph E.1 above, the Buyer, upon the written request of the Offeror or on the Buyer's own accord, shall equitably adjust such contractual provisions as may be affected by the increase, decrease, withdrawal or substitution in accordance with the "Changes" clause.

f. Title

Title to all property shall remain with the Buyer.

6. **BUYER'S INSPECTORS**

The work shall be subject to inspection by the Buyer's appointed inspectors to insure strict compliance with the terms of the Contract. The inspectors are not authorized to change any provision of the specifications or any other part of this Contract without written authorization of the Buyer, nor shall the presence or absence of an inspector relieve the Offeror from any requirements of the Contract.

7. **BUYER'S RIGHT TO USE INFORMATION DISCLOSED BY OFFEROR**

Unless otherwise expressly set forth to the contrary in this Contract, the Buyer shall have the right to use and have used, for any purpose, unpatented information concerning the services performed by the Offeror hereunder which Offeror may disclose to the Buyer during performance of this Contract if such information is furnished without restrictions on its use.

8. **CALENDAR DATES**

All periods of days referred to in this Contract shall be measured in calendar days.

9. **CHANGES**

The Buyer may, at any time, and from time to time, by a written order, make changes, within the general scope of this Contract, including but not limited to the definition of services to be performed, and the time (i.e., hours of the day, days of the week, etc.) and place of performance thereof. If any such change causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under this Contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the Contract price or performance schedule, or both, and the Contract shall be modified in writing accordingly. Any claim by the Offeror for adjustment under this clause must be asserted, by the Offeror, in writing within fifteen (15) days from the date of receipt by the Offeror of the written Change Order unless the Buyer grants, in writing, an extension to the fifteen (15) day period. Where the cost of property made obsolete or excess as result of a change is included in the Offeror's claim for adjustment, the Buyer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute within the meaning of the "Applicable Law and Disputes" clause. Charges for any extra work or material will not be allowed unless mode pursuant to this clause.

10. **CLAUSE HEADINGS**

The headings and subheadings of clauses contained herein are used for convenience and ease of reference and shall not limit the scope or intent of the clause.

11. **CONFIDENTIAL RELATIONSHIP**

The Offeror shall treat as confidential all information supplied by Buyer or obtained by the Offeror as a result of performance under this Contract unless such is in the public domain. The Offeror shall not disclose any information related to this Contract to any person not authorized by the Buyer in writing to receive it.

12. **CONTINUITY OF SERVICES (NOT APPLICABLE)**

13. **CONTRACT ADMINISTRATION**

Notwithstanding any other provisions of this Contract or any document referenced herein, the Buyer's Director of Procurement, or cognizant Contract Administrator are the only individuals authorized to make the changes in or redirect the work required by this Contract. Where the Buyer's approval is required under the terms of this Contract, it shall be construed to mean the approval of the Buyer's Director of Procurement or the cognizant Contract Administrator. In the event the Offeror affects any change at the direction of any other person, the change will be considered as having been made without authority and an adjustment shall not be made in Contract price or performance schedule as a result thereof.

14. **DEFINITIONS**

As used in this Contract, the following terms shall have the meanings set forth below:

	TERM	MEANING
a.	"Advise"	Advise in writing.
b.	"Appoint"	Appoint in writing.
c.	"Approval"	Approval in writing.
d.	"Buyer"	Person or persons designated in writing who are authorized to act on behalf of the Buyer. This designation shall be made by the Buyer on or before the date work commences under this Contract.
e.	"Change Order"	A written order signed by the Buyer directing the Offeror to make changes in the work without the consent of the Offeror.
f.	"Amendment", “Modification”	A written alteration in any part of the RFP or Contract whether accomplished by unilateral action in accordance with a contract provision, or by mutual action of the parties. It includes change orders and notices of termination.
g.	"Designate"	Designate in writing.
h.	"Direction"	Direction in writing.
i.	"Includes"	Includes but is not limited to.
j.	"Item"	Hardware, data, software, materials, spare parts and other articles to be delivered or services to be performed.
k.	"May"	May is permissive, however, the words "no person may" mean that no person is required, authorized, or permitted to do the act prohibited,
l.	"Shall"	Shall is imperative.
m.	"Statement of Work"	All specifications, drawings, data and other information included or referenced in the Statement of Work “SOW”.
n.	"Subcontractor(s)"	All persons, vendors and entities furnishing work, property or services to the Offeror for use on this Contract.
o.	"Work"	Includes equipment, installation, material and services.

15. **EXCUSABLE DELAYS**

The Offeror shall not be liable for damages, including liquidated damages, if any, for delays in performance or failure to perform due to causes beyond the control and without the fault or negligence of the Offeror. Such causes include but are not limited to, acts of God, acts of the public enemy, acts of the United States

Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather.

16. **IDENTIFICATION OF OFFEROR'S EMPLOYEES**

The Offeror shall be responsible for furnishing to each employee and for requiring each employee engaged on the work site to display such identification as may be approved and directed by the Buyer. All prescribed identification shall be delivered immediately to the Buyer, for cancellation upon the release of any Offeror's employee. The Offeror shall include a clause containing the substance of this clause in all subcontracts hereunder.

17. **INDUSTRIAL LAWS AND BENEFITS**

In all matters relating to this Contract, the Offeror shall be acting as an independent contractor. Neither the Offeror nor any of the persons furnishing materials or performing work or services which are required by this Contract are employees of the Buyer within the meaning of or the application of any Federal, or State Unemployment Insurance Law, or other Social Security, or any Workmen's Compensation, Industrial Accident Law, or other Industrial or Labor Law. At its own expense, the Offeror shall comply with such laws, and assume all obligations imposed by any one or more of such laws with respect to this Contract.

18. **INSPECTION OF SERVICES**

a. All services shall be subject to inspection and test by the Buyer, to the extent practicable at all times and places during the term of the Contract and during PIPO operations. All inspections and tests by the Buyer shall be made in such a manner as not unduly delay the work.

b. If any services performed hereunder are not in conformity with the requirements of this Contract, the Buyer shall have the right to require the Offeror to perform the services again in conformity with the requirements of the Contract, at no expense to the Buyer. When the defective services performed are of such a nature that the defect cannot be corrected by reperformance of the services, the Buyer shall have the right to: (1) require the Offeror to immediately take all steps necessary to ensure future performance of the services in conformity with the requirements of the Contract; (2) and reduce the Contract price to reflect the reduced value of the services performed, If the Offeror fails to perform promptly the services again or to take necessary steps to ensure future performance of the services in conformity with the requirements of the Contract, the Buyer shall have the right to either (a) by Contract or otherwise have the services performed in conformity with the Contract requirements and charge the Offeror any cost incurred by the Buyer that is directly related to the performance of such services; or (b) terminate this Contract for default pursuant to the "Termination for Default" clause.

c. Records of all inspections and tests by Offeror shall be kept complete and available to Buyer during this Contract.

19. **INSURANCE**

Before commencing work, Offeror shall procure and maintain insurance of the limits and kinds enumerated hereunder with an insurance company rated as “Excellent” or “Superior” by A. M. Best Company. Certificates of such insurance issued by the Offeror's insurance carrier shall be filed with the Buyer before commencement of work and shall set forth the following:

a. LIMITS The contractor shall obtain insurance for not less than the following limits:

i. Commercial general liability: $1,000,000 limit
ii. Comprehensive automotive liability: $1,000,000 combined single limit
iii. Workers compensation: $100,000 each accident, $500,000 disease-policy limit, and $100,000 disease-each employee. This policy must be endorsed with a waiver of subrogation in favor of the School District.

b. AUTOMOBILE LIABILITY INSURANCE.

i. All vendors using motor vehicles must demonstrate compliance with Alaska statutes by providing proof of automobile liability insurance for any autos used to perform services under the contract. If the use of autos is material to the scope of work, e.g. delivery services; the limit in Section 19.A. shall apply. If the use of autos is not material to the scope of work, they shall be insured at no less than the state’s minimum limit. Vendors who do not

use a motor vehicle for any business purpose, may sign an affidavit to that effect. Affidavit forms are available at the Purchasing Department or Risk Management office.

ii. If the limits in Section (b) apply the automobile liability policy must cover: All Autos or

iii. All owned, non-owned and hired autos

iv. Automobile liability insurance for scheduled autos only may or may not be acceptable.

If the contractor submits insurance covering only scheduled autos, then

a.) The insurance coverage must also include all non-owned autos

b.) The contract must provide a copy of the scheduled vehicles, and

c.) The contractor must assure the School District in writing that any additional vehicles are covered by liability insurance at the required limits before the vehicles are used for work under this agreement.

c. WORKER'S COMPENSATION The contractor understands that all employees must be covered by worker's compensation insurance during the term of the contract with the School District.

d. ALTERNATE COVERAGE A combination of primary and excess/umbrella policies may be used to fulfill the insurance requirements of the section.

e. ADDITIONAL INSURED The School District must be listed as an additional insured in the contractor's commercial general liability policy.

f. CERTIFICATE OF INSURANCE Before starting work, the contractor will provide a certificate of insurance in a form acceptable to the School District showing that the contractor has the required insurance coverage.

g. CANCELLATION The School District must receive notice if the contractor's insurance is going to be canceled, not renewed, or changed in some important way. The certificate of insurance must say that the insurer will notify the School District at least 30 days before the insurer cancels, refuses to renew, or materially changes the coverage.

h. Certificates of Insurance shall be issued to:

Fairbanks North Star Borough and School District
Attn: Risk Management
PO Box 71267
Fairbanks, AK 99707

20. **LAWS AND ORDINANCES**

The Offeror shall comply with all applicable laws, ordinances, rules and regulations including Federal, State and Municipal authorities and departments relating to or affecting the work hereunder or any part thereof, and shall secure and obtain any and all permits, licenses and consents as may be necessary in connection therewith. The Offeror agrees to indemnify and hold harmless the Buyer from and against any and all liability or direct consequential damage, including but not limited to, any fines, penalties, or other corrective measures the School District may suffer resulting from any violation by the contractor of such laws, ordinances, rules, and regulations.

21. **NON-DISCRIMINATION**

The Fairbanks North Star Borough School District and all covered subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 29 CFR Part 741, Appendix A to Subpart A, 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

The Offeror shall comply with the applicable provisions of the Federal Civil Rights Act of l964 and all amendments thereto, and the Equal Employment Opportunity Act and all amendments thereto, the FNSB School Board Policy, article 441, and all regulations issued thereunder by the Federal and State governments. If the contractor fails to comply with such acts and regulations, the School District shall have the right to immediately terminate this contract.

22. **MATERIAL AND WORKMANSHIP**

All equipment, material and articles used in the work covered by this Contract are to be of the most suitable grade for the purpose intended. Unless otherwise specified herein, reference to any equipment, material, article, or patented process by trade name, make, or catalog number shall be regarded as establishing a standard or quality and the Offeror may, with the Buyer's prior written approval, substitute any equipment, material, article or process which in the judgment of the Buyer is equal to that named.

23. **MODIFICATION OF CONTRACT**

This Contract contains all the agreements and conditions under which the work is to be performed and no course of dealing or usage of the trade shall be applicable unless expressly incorporated in this Contract. The terms and conditions contained in this Contract may not be added to, modified, superseded or otherwise altered except by written modification signed by authorized representatives of the Buyer's Procurement Department and the Offeror.

24. **NO WAIVER OF CONDITIONS**

Failure of the Buyer to insist on strict performance shall not constitute a waiver of any of the provisions of this Contract or waiver of any other default of the Offeror.

25. **NON APPROPRIATION**

All funds for payment by the School District under this contract are subject to available funding. In the event of non appropriation of funds by the above governing bodies for the services provided under the contract, the School District may terminate the contract, without termination charge or other liability. Contractors are on notice not to proceed with incurring expenses until an authorized Purchase Order has been issued upon award.

26. **NOTICE TO THE BUYER OF LABOR DISPUTES**

a. Whenever the Offeror has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Contract, the Offeror shall immediately give notice thereof, including all relevant information with respect thereto, to the Buyer.

b. The Offeror shall insert the substance of this clause, including this paragraph B., in any subcontracts hereunder. Each such subcontract shall provide that in the event of its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the subcontractor shall immediately notify the Offeror of all relevant information with respect to such dispute.

27. **OPERATION AND STORAGE AREAS**

All operations of the Offeror, including storage of materials, shall be confined to areas authorized or approved by the Buyer. No unauthorized or unwarranted entry upon, passage through, or storage or disposal of materials shall be made upon other premises. The Offeror shall hold and save the Buyer, its employees, officers and agents, free and harmless from liability of any nature of kind arising from any use, trespass or damage incurred by Offeror's operations on premises of third persons.

28. **OTHER CONTRACTS**

The Buyer may undertake or award other contracts for additional work, and the Offeror shall fully cooperate with such other contractors and Buyer's employees and carefully fit its own work to such additional work as may be contracted for by the Buyer. The Offeror shall not commit or permit any act which will interfere with the performance of work by any other contractor or by Buyer's employees.

29. **PERMITS AND RESPONSIBILITIES**

Without additional expense to the Buyer, the Offeror shall be responsible for obtaining any necessary licenses and permits, and for complying with all applicable laws, codes, and regulations, in connection with the prosecution of the work. The Offeror shall be responsible for all damages to persons or property that occur as a result of its fault or negligence. Offeror shall take proper safety and health precautions to protect the work, employees of the Buyer and Offeror, the public, and the property of others.

30. **PROTECTION OF BUILDINGS, EQUIPMENT AND VEGETATION**

The Offeror shall use reasonable care to avoid damaging existing buildings, structures, equipment and vegetation such as trees, shrubs and grass on the Buyer's facility. If the Offeror fails to do so and damages any such buildings, structures, equipment, or vegetation, Offeror shall replace or repair the damage at no expense to the Buyer as directed by the Buyer. If Offeror fails or refuses to make such repair or replacement, the Offeror shall be liable for the cost thereof which may be deducted by the Buyer from payments due or which may become due to the Offeror.

31. **PUBLIC RELEASE OF INFORMATION**

Unless the prior written consent of the Buyer is obtained, the Offeror shall not, except as may be required by law or regulations, in any manner advertise or publish or release for publication any statement or information mentioning the Buyer, or the fact that the Offeror has furnished or contracted to furnish to the Buyer the services required by this Contract, or quote the opinion of any employee of Buyer.

32. **REMOVAL OF Offeror'S UNSATISFACTORY EMPLOYEES**

By written notice, the Buyer may require the Offeror to remove from the work any employee the Buyer deems incompetent, careless, or otherwise objectionable.

33. **SAFETY**

a. Student safety is of the utmost importance to the District. When reporting to a school, all representatives of the Contractor are required to make their presence known by reporting to a School's Principal's Office upon arrival and departure. Contractors who will be performing services near children outside the sight and sound of a FNSB School District employee are required to adhere to the rules and regulations set forth in the FNSB School District Volunteer Packet.

b. Offeror shall be responsible for safety related to and during the performance of the work hereunder. Offeror shall insure that its employees and the employees of its subcontractors are notified of and observe and abide by all safety regulations and laws including but not limited to those issued by the Buyer, and any revisions of the foregoing that may hereinafter be applicable.

c. Said laws and regulations are minimum requirements for the Offeror. Offeror shall take any additional precautions necessary or proper under the circumstances to prevent injury to or death of persons and/or damage to property. Compliance with such laws and regulations by the Offeror, or Buyer's approval of any actions or procedures of the Offeror, as provided herein shall not relieve the Offeror of its obligations to use due care in performing the work required under this Contract.

d. Offeror shall immediately notify Buyer of any damage to property and/or injury to, or death of, persons which occurs in connection with or is in any way related to the work. Offeror shall furnish Buyer a written report of the aforesaid as soon as possible.

34. **SUPERINTENDENCE BY Offeror**

The Offeror shall have a competent foreman or superintendent, satisfactory to the Buyer, on the work site at all times during the performance of work. Said foreman or superintendent shall have the authority to act for the Offeror.

35. **TAXES**

Unless prohibited by law or otherwise stated to the contrary in this Contract, the Offeror shall pay and has included in the price of this Contract, any Federal, State or Local Sales Tax, Transportation Tax, or other similar levy which is required to be imposed upon the work or services to be performed.

36. **TERMINATIONS**

a. **TERMINATION FOR CONVENIENCE -** The School District may terminate a contract, in whole or in part, without showing cause upon giving written notice to the Contractor. The School District shall pay all reasonable costs incurred by the Contractor up to the date of termination. The Contractor will not be reimbursed for any anticipatory profits which have not been earned up to the date of termination.

b. **TERMINATION FOR DEFAULT -** If the contractor refuses or fails to prosecute the work or any separate part, with the diligence that will ensure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the School District may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the School District may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the School District resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the School District in completing the work.

37. **UTILITY SERVICES**

The Buyer will make available to the Offeror, from existing outlets and connections, the utilities specified in the SOW. Except as otherwise provided in the SOW, utilities shall be furnished without charge. The Offeror shall conserve utilities furnished without charge.

38. **WARRANTY OF SERVICES**

Notwithstanding inspection and acceptance by the Buyer or any provision concerning the conclusiveness thereof, the Offeror warrants that all services performed under this Contract shall, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this Contract. The Buyer shall give written notice of any such defect or nonconformance to the Offeror within five (5) days after date of acceptance by Buyer. Such notice shall state either (1) that the Offeror shall correct or reperform any defective or nonconforming services, or (2) that the Buyer does not require correction or reperformance. If the Offeror is required to correct or reperform, it shall be at no cost to the Buyer, and any services corrected or reperformed by the Offeror pursuant to this clause shall be subject to all provisions of this clause to the same extent as work initially performed. If the Offeror fails or refuses to correct or reperform, the Buyer may, by contract or otherwise, correct or replace with similar services and charge to the Offeror the cost incurred to the Buyer thereby or obtain an equitable adjustment in the Contract price. If the Buyer does not require correction or reperformance, the Buyer shall make an equitable adjustment in the Contract price. Except as otherwise provided herein, the Offeror warrants that all articles, materials, and equipment supplied under this contract are new, conform to the specifications of this contract, to be of merchantable quality, are fit for the use intended, and are free from defects in materials and workmanship. The Buyer requires that the Offeror honor guarantees and warranties offered by the manufacturer.

39. **PAYMENT**

Unless otherwise stated in the SOW, payment will be tendered after all work is complete, has been inspected by the appropriate School District inspector and found to be in compliance with commonly accepted industry standards, building codes and regulations, and the terms and conditions of this document. Contingent with the above, payment will be made within 30 days of receipt of an invoice by the School District.

40. **INDEMNITY**

Except for claims arising out of acts caused by the sole negligence of the School District, its agents, servants or employees, the contractor agrees to indemnify and hold harmless the School District, its agents, servants and employees, from acts or omissions of any nature whatsoever of the contractor, its agents, servants and employees, causing injury to, or death of person(s) or damage to property during the term of this contract, and from any expense incident to the defense of the School District therefrom.

Submittal Tab (a) - Project Description

To include:

1. A Title.
2. Detailed written description of the artwork, including concept and theme.
3. and timeline.
4. Visual rendering; clear photo, or sketch of the proposed artwork, (2D) only. Digital image resolution should be approximately 1452 by 1089, 378 KB, 96 dpi, 24 bit (i.e. typical ipad photo).
5. Specific details as they apply to the following:
    - Student traffic, safety
    - Vandalism resistance
    - Weather resistance
    - Durability
    - Permanence
    - Age appropriateness
    - Long term maintenance requirements
    - Wood mediums should be avoided per District design standards; if wood is utilized in the proposed design, the proposal must include wear mitigation measures in order to be considered.
    - Landscaping; if the area (underneath) the proposed apparatus cannot be reached by grass mowing equipment, the proposal must also include the installation of a foundation composed of gravel or concrete.

(use extra space as needed)

Submittal Tab (b) -The Artist(s); Experience & Capacity

Include a resume for the Principal Artist, and all those who will be involved in the project delivery. Describe the Artist's experience in providing the service, and a statement affirming your ability to perform the scope of work, including the ability to obtain credit as needed to purchase supplies and materials, understanding that payment for the piece will not be rendered until completion. Include images of past work, (up to 10) with title, media, dimensions, and date completed.

Submittal Tab (c) - References.

Provide at least one reference for contracts of similar size and scope. The School District reserves the right to request additional references or to seek references from other sources.

Submittal Tab (d) - Acceptance of Conditions.

Indicate any exceptions to the clauses contained in Section II (Statement of Work), Section III (General Provisions - Service Contracts), or any enclosures/attachments contained in this solicitation.

Submittal Tab (e) - Additional Data (Optional).

Provide any additional information that will aid in evaluation of the response

Submittal Tab (f) - Cost Data.

Provide complete cost data, and Price. Price submitted is subject to negotiation if chosen as a finalist, unless the District determines that negotiations are not necessary and awards a contract based upon your initial response.

The below outline of related expenses is provided for your convenience, (use extra space as needed).

Element of Cost	**Note**	**Cost**
Personnel		
Insurance		
Supplies		
Materials		
Tools/Equipment		
Transportation/Freight		
Communication		
Permits/Licensing		
Other:		
	Deposit (if required)	
	Total Price: **(including Deposit)**	

Submittal Tab (g) - Amendment Acknowledgement, if applicable.

RFP# 24-F0011

Please indicate each amendment received and sign to acknowledge receipt. Return this form with your proposal packet. Failure to acknowledge receipt of amendments may result in a determination of your proposal as nonresponsive.

Amendment No.	Receipt Acknowledged (Signature)	Date
_____	_____	_____
_____	_____	_____
_____	_____	_____

Submittal Tab (h) - Original Work & Non-Collusion Certificate.

THE OFFEROR CERTIFIES THAT

1. The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered,
2. The prices in this offer have not and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract award unless otherwise required by law,
3. No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition, and
4. The piece submitted by me is an outcome of my independent and original work.

_____

(Signature)

_____

(Name)

_____

(Date)