FAIRBANKS NORTH STAR BOROUGH SCHOOL DISTRICT

520 Fifth Ave. Fairbanks, AK 99701 (907) 452-2000 (907) 451-4465 [fax]

INVITATION FOR BIDS
(IFB)
Service Contract

Solicitation No: 27-F0004, issued 11/12/2026

Greetings:

The FNSBSD invites you to submit your bid for:

Environmental Services; ADC Water Infiltration Assessment

Bids must be received at the School District Purchasing Office prior to November 26, 2026 at 4:00pm.

A **pre-bid conference and site visit** will be held at the FNSBSD Administrative Service Center (ADC) Purchasing Office on November 18, 2026, to begin promptly at 10:00am.

Method of Award: Aggregate

This solicitation consists of the sections listed in the below table of contents which will be part of any resulting contract.

SECTION I - INSTRUCTIONS TO BIDDERS 1
SECTION II – SERVICE CONTRACT 8
EXHIBIT "A" – Statement of Work 11
EXHIBIT "B" – General Provisions – Service Contracts 14
EXHIBIT "C" – Offer 25

Attachments:

Attachment (1) ADC Floor Plan
Attachment (2) Vendor Certification Form

Per the enclosed instructions, bids may be **emailed, mailed, or hand delivered** and shall be submitted on the OFFER form provided in Exhibit "C". The required documents shall be completed in accordance with the instructions provided herein and signed by an officer authorized to bind the company.

Sincerely,

Emily Proper, Director of Procurement & Warehouse
Purchasing Agent

SECTION I - INSTRUCTIONS TO BIDDERS

TABLE OF CONTENTS

Clause

1. **AUTHORITY** 1
2. **PURPOSE** 1
3. **SOLICITATION REVIEW** 1
4. **INTERPRETATION OR REPRESENTATIONS** 2
5. **BID FORMS** 2
6. **PRE-BID CONFERENCE** 2
7. **SUBMITTING BIDS** 2
8. **RECEIPT AND OPENING OF BIDS** 3
9. **LATE BIDS** 3
10. **PRICES** 3
11. **MULTIPLE OR ALTERNATE BIDS** 4
12. **BID WITHDRAWAL, MODIFICATION, OR CORRECTION** 4
13. **VENDOR TAX ID NUMBER** 4
14. **ACCEPTANCE OR REJECTION OF BIDS** 4
15. **AWARD OF CONTRACT** 4
16. **CONTRACT FUNDING** 5
17. **QUALIFICATIONS OF OFFERORS** 5
18. **RESPONSIVE BID** 5
19. **RESPONSIBLE OFFEROR** 6
20. **AGGRIEVED BIDDERS** 6
21. **EVALUATION AND ACCEPTANCE** 6
22. **BID PREPARATION COSTS** 6
23. **SPECIFICATIONS** 6
24. **NON-DISCRIMINATION** 6
25. **CONDITIONS AT SITE OF WORK** 7

1. AUTHORITY

This solicitation is issued pursuant to Fairbanks North Star Borough School District Board Policy and Administrative Regulations 3311.

2. PURPOSE

These instructions outline the procedures to be followed in submission of a bid or quotation, the evaluation of bids and quotations, and the award of a contract. The terms "solicitation", "request for quotation" (RFQ), and "invitation for bids" (IFB) are used interchangeably and have the same meaning in these instructions. The terms "offer", "bid", and "quotation" all refer to a vendor's offer to sell at the prices specified on the bid schedule and are used interchangeably.

3. SOLICITATION REVIEW

Offerors shall carefully review this solicitation for ambiguities. Offeror's comments concerning ambiguities in this solicitation must be made in writing and received by the Buyer at least four (4) business days before the due date. Such comments will allow time for an amendment to be issued, if one is required. Offerors must send any such comments to the Buyer listed on the front of this solicitation. Offeror's protests based upon any omissions, errors, or the content of this solicitation will be disallowed if not made known prior to the solicitation deadline.

Any attempt to make additions, deletions, or corrections to the solicitation document(s), or change or qualify a material condition of the solicitation may be construed as a lack of "Good Faith" and may be cause for forfeiture of a bid bond and/or rejection of the bid.

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 amendment to this solicitation. 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 amendment to this solicitation, but it shall be the offeror's responsibility to make inquiry as to the amendments issued. All amendments shall become part of the contract and all offerors shall acknowledge receipt of the amendments. Failure to acknowledge receipt of the amendment may be cause for rejection of bids as non-responsive.

5. **BID FORMS**

Offerors shall submit bids by completion of the Seller's portion of the contract attached as Section II. Specifically, Offerors shall enter the business name, address, phone numbers, email, Alaska business license number and tax id in the basic contract header section, complete and sign the signature section of the basic contract, and enter the bid price and signature in Exhibit "C" (Offer) of the basic contract. The contract submitted must be complete, legible, and manually signed. Upon award, the School District will execute its portion of the contract submitted and forward to the successful offerors with a School District Purchase Order as notice to proceed. The enclosed "Amendment Acknowledgment" form will be used to acknowledge receipt of any addenda and submitted with the bid

DOCUMENTS REQUIRED

a. Bidders must submit the following documents with their bids:

i. Signed Section II - Service Contract pursuant to Section I -Instructions to Bidders.

ii. Amendment Acknowledgment(s), if applicable

iii. Offer & Non-collusion Certificate

iv. Proof of Insurance - Certificate of Insurance

v. Proof of Professional License, as applicable

vi. Vendor Certification Form (required for Grant Funded procurements)

6. **PRE-BID CONFERENCE**

Pre-bid conferences are held to give bidders an opportunity to address deficiencies, defective specifications, and other concerns contained in the bid document. The purpose is to question unclear aspects of the solicitation documents, seek clarity regarding contractual obligations, and identify and resolve issues that have the potential to cause delays or generate an award protest based on defective or ambiguous specifications. Unless defective specifications are brought to the FNSB School District's attention at the pre-bid conference, or as stated in the "Solicitation Review" clause, above, the terms of this solicitation shall be deemed agreeable, and protests or appeals of award based on alleged defective specifications will not be favorably considered.

7. **SUBMITTING BIDS**

Bids may be mailed, hand delivered, or emailed. Bids must be received prior to the specified deadline.

a. **Mailed bids** must be marked and addressed as outlined below.

| Bidder's Name & Return Address
XXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXX

FNSB School District
Purchasing Department
1300 Minnie Street
Fairbanks, Alaska 99701-2809

Bid No: (insert the bid number on your envelope)

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b. **Hand delivered bids**; the FNSB School District Purchasing Department is located at 520 Fifth Ave. (3rd Floor, Suite C), 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. The ultimate responsibility for the delivery of the bid document lies with the bidder. The FNSB School District shall make no concession regarding postal service or any other form of conveyance of the bid document even when timely delivery of the bid fails through no fault of the bidder.

c. **Emailed bids** for this solicitation will be accepted. Offerors are hereby instructed to send bids as such:

To: purchasing@k12northstar.org

Cc: emily.proper@k12northstar.org

Email Subject Line: **IFB# 27-F0004-Bid enclosed, deadline for submission 11/26/2026**

d. Neither the FNSBSD nor its officers or employees shall be responsible for failure to open a bid that is not properly addressed and identified. Bidders may contact the Purchasing Dept. to confirm receipt of submissions.

8. **RECEIPT AND OPENING OF BIDS**

a. Bids received prior to the deadline will be kept secure.

b. An abstract of bids received will not be available until the official Notice of Award is issued.

9. **LATE BIDS**

Bids received after the bidding deadline shall not be considered although the FNSB School District reserves the right, at its discretion, to consider bids which have been delayed or mishandled by the FNSB School District.

10. **PRICES**

a. The offeror shall state prices in the units of purchase specified on the OFFER form. Prices quoted for commodities or services must be in U.S. funds and include all costs, including, but not limited to applicable federal duty, brokerage fees, packaging, and transportation cost

b. Prices quoted 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, directly below the unit price for the affected item.

c. The School District shall receive the benefit of any general reduction in Seller's price prior to delivery and in no event shall the School District be charged higher prices than the Seller's similar

customers who take delivery in substantially the same amounts and substantially similar circumstances.

d. Unless otherwise specified herein, the vendor shall hold prices bid good and firm for a period of 90 days to allow for bid evaluation.

11. **MULTIPLE OR ALTERNATE BIDS**

Multiple or alternate bids will not be considered unless specifically requested.

12. **BID WITHDRAWAL, MODIFICATION, OR CORRECTION**

Bids may be modified, corrected, or withdrawn on written, FAX or emailed request if received prior to the specified deadline for submitting bids. Bids may not be modified, corrected or withdrawn verbally. The offeror bears the same responsibility for delivery of bid modifications, corrections or withdrawals as for the original document. All modifications, corrections, or requests for withdrawals must be clearly marked as such. The original bid, as modified by such written communication will be considered as the offer. No offeror will be permitted to withdraw their bid after the specified deadline for submitting bids.

Any attempt to make additions, deletions, corrections, or withdrawals after the specified deadline for submitting bids may be construed as a lack of "Good Faith" and may be cause for forfeiture of a bid bond and/or rejection of the bid.

13. **VENDOR TAX ID NUMBER**

If goods or services procured through this solicitation 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 FNSB School District before payment will be made.

14. **ACCEPTANCE OR REJECTION OF BIDS**

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

b. A bid may be rejected when (1) the bid is not signed, (2) the offeror has failed to perform under some other contract with the FNSB School District, (3) the offeror fails to supply bid or performance bonds, plans, specifications, samples, descriptive literature, etc., when such item is called for in this solicitation, (4) the bid fails to include acknowledgment of all amendments issued, (5) the bid contains an alteration or erasure which is not initialed by the signer, (6) the offeror adds, changes, or qualifies a material term or condition of the solicitation.

c. The FNSB School District has the authority to waive any and all minor deviations or irregularities on any or all bids.

d. The School District reserves the right to reject all offers and procure the specified supplies or services from contracts let by other government agencies.

15. **AWARD OF CONTRACT**

a. The resulting contract will be awarded to the responsible offeror submitting the low, responsive bid complying with the requirements of this invitation, provided their bid is reasonable and it is in the best interest of the FNSB School District to accept it. The FNSB School District, however, reserves the right to reject any and all bids and to waive any minor informality or irregularity in bids received whenever such rejection or waiver is in the FNSB School District's best interest.

b. The FNSB School District reserves the right to reject the bid of an offeror who has previously failed to perform properly or complete on time contracts of a similar nature; to reject the bid of an offeror who is not, in the opinion of the FNSB School District, in a position or qualified to perform

the contract; and any or all bids when such rejection is in the best interest of the FNSB School District.

c. The School District reserves the right to reject any or all bids, to waive deviations from the specifications and to waive informalities in the bids 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 accept or reject any or all items of any bid, where such acceptance or rejection is appropriate and does not affect the basic bid.

e. Method of Award:

i. An award in the aggregate is an "all or nothing" solicitation where the award is made to the bidder whose total price is the lowest. The total price is calculated as the sum of the extended prices. The extended prices are calculated by multiplying the bid price times the quantity. You must bid on every item in an aggregate award solicitation for your bid to be responsive.

ii. An award by Lot is several aggregate award groups consolidated into one solicitation. Each Lot is awarded separately. The Lot bid is calculated the same as an aggregate award except each Lot is calculated separately. Bidders must bid on every item within a Lot for the bid to be considered responsive.

f. Issue of a Notice of Award, or Notice of Intent to Award (NIA), where applicable, shall constitute acceptance of the Bidder's offer including all the terms and conditions specified in the solicitation. Public notice of award will be made through posting the Notice and tabulation of bids/quotations to the School district "Bid Board" located outside the Purchasing Dept. in the Administrative Center. The FNSB School District administration shall post its Notice of Intent to Award by 12:00 noon, on Wednesday preceding the scheduled Tuesday School Board meeting for those contracts requiring School Board approval.

g. Award is contingent upon available funding. Successful offerors are hereby notified not to proceed until an authorized School District Purchase Order (“PO”) is issued; the PO shall act as a notice to proceed to the successful offeror.

16. **CONTRACT FUNDING**

Award in part or in whole is contingent upon available funding. In the event adequate funds are not appropriated and allocated by the School Board or otherwise secured, the School District reserves the right to cancel the award at no penalty.

17. **QUALIFICATIONS OF OFFERORS**

At the option of the FNSB School District, and prior to Contract Award, an offeror may be requested to submit a detailed statement of their qualifications, including their previous experience in performing similar or comparable contracts, their business and technical organization, their financial resources and their equipment and plant available to be used in performing the contemplated contract. The FNSB School District shall have the right to take such steps as it deems necessary to determine the ability of the offeror to perform their obligations under the Contract and the offeror shall furnish the FNSB School District all such information and data for this purpose as may be requested. The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the FNSB School District the offeror is qualified to carry out properly the terms of the Contract.

18. **RESPONSIVE BID**

A responsive bid is one that conforms in all material respects to the solicitation. The FNSB School District reserves the right to waive technicalities or minor informalities in determining an offeror's responsiveness.

19. **RESPONSIBLE OFFEROR**

A person who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

20. **AGGRIEVED OFFERORS**

The FNSB School District administration shall post its Notice of Intent to Award by 12:00 noon, on Wednesday preceding the scheduled Tuesday School Board meeting for those contracts requiring School Board approval. Any aggrieved offerors may appeal the award of a contract to the School Board in writing, for those contracts requiring School Board action. The appeal must be received by the Director of Procurement prior to 12:00 noon on the day of the School Board meeting at which award of the contract is to be made. Appeals of contract awards not requiring School Board action must be submitted no later than close of business five (5) calendar days after the posting the bid results at the Purchasing Office. The appeal must include the name of the person submitting the protest, the name of the offeror represented by that person, the specific bid which is being appealed, a detailed explanation of the reasons for the appeal and the form of relief requested. The aggrieved offeror must serve all other offerors with the notice of the appeal in order to afford them the opportunity to rebut. Failure to give written notice of the appeal as provided herein constitutes a waiver by the aggrieved offeror's right of any objection to the award.

21. **EVALUATION AND ACCEPTANCE**

The Buyer intends to award the contract to the offeror whose bid represents the best value to the District. Unless otherwise specified, bids submitted in accordance with the terms specified herein shall be evaluated based on the price offered. The Buyer reserves the sole right to determine best value for the District. If other factors are to be considered, they may include, but are not limited to, project manager location, qualifications and experience of the offeror, and quality of references.

To provide time for evaluation of offers received and approval of proposed awards, all bids submitted shall remain valid for a period of 90 days.

22. **BID PREPARATION COSTS**

The FNSB School District is not liable for any costs incurred by the offeror in bid preparation.

23. **SPECIFICATIONS**

The attached specifications/Statement of Work may indicate specific products to be used in this project. These products reflect items that have been purchased/installed in the past, are of known quality, and are acceptable to the School District. If the products specified are cited in the specifications/Statement of Work as “or equal” or “approved equal”, bidders may offer other than that specified if the item offered is equal to that specified in general style, type, quality, workmanship, economy of operation, performance, characteristics, and suitability for the purpose intended. If so, offerors must identify the brand name offered, provide descriptive literature, and be prepared to provide samples if called for during the evaluation. Descriptive literature provided must be of sufficient scope so as to allow the District’s representative to make an intelligent determination as to the suitability of the product offered to the District’s needs. The District retains the sole right to determine if a product offered is, in fact, equal to that specified in this invitation for bids. If there is any doubt as to the suitability of a product offered on an “or equal” basis, the product will be rejected in favor of an offer which provides the specified product. The offeror warrants the alternative product to be equal or better than the specified item in quality, workmanship, economy of operation, performance, and characteristics; and is suitable for the purpose intended. If the item specifications indicate “no substitute”, offers that include only the specified item will be considered.

24. **NON-DISCRIMINATION**

Offerors agree that if awarded a contract under this invitation they shall comply with the applicable provisions of the Federal Civil Rights Act of 1964 and all amendments thereto, the Equal Employment

Opportunity Act and all amendments thereto, the Fairbanks North Star Borough School Board Policy, 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.

25. **CONDITIONS AT SITE OF WORK**

Offerors must visit the premises to ascertain pertinent conditions (readily determined by inspection and inquiry), such as the area, location, accessibility and general character of the premises. Execution of the Contract by the Offeror shall in no way relieve him of any obligation under it due to their failure to receive or examine any form of legal instrument or to visit the premises and acquaint himself with the conditions there existing and the School District will be justified in rejecting any claim based on the facts regarding which he should have been on notice as a result thereof.

SECTION II – SERVICE CONTRACT

27-F0004

TABLE OF CONTENTS
SERVICE CONTRACT

Parties to Contract
Basic Contract
1 **SUPERSEDING EFFECT** 8
2 **SCOPE OF WORK** 9
3 **PERIOD OF PERFORMANCE** 9
4 **CONSIDERATION AND PAYMENT** 9
5 **INSPECTION AND ACCEPTANCE** 9
6 **DOCUMENT INCORPORATED BY REFERENCE** 9
7 **ORDER OF PRECEDENCE** 9
8 **NOTICES AND CORRESPONDENCE** 9

Signatures
Section II – Service Contract
Exhibit "C" – Offer

BETWEEN Fairbanks North Star Borough School District
A Political Subdivision of the State of Alaska
Having a place of business at
520 Fifth Ave
Fairbanks, AK 99701
Hereinafter referred to as "Buyer"

AND _____

a _____ Corporation having a place of business at
(State)

_____

_____

_____
(Phone)

_____
(FAX)

_____
(Alaska Business License Number)

hereinafter referred to as "Seller"

WITNESSETH THAT:

IN CONSIDERATION OF the promises and mutual covenants and agreements herein contained, the parties hereto agree as follows:

1 SUPERSEDING EFFECT

This contract supersedes all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed under this Contract.

2 **SCOPE OF WORK**

The Seller shall furnish all the services and materials necessary to perform the work associated with 27-F0004, as set forth in Exhibit "A" entitled "Statement of Work 27-F0004, hereinafter referred to as the "SOW."

3 **PERIOD OF PERFORMANCE**

a Time is of the essence; work to be accomplished under this Contract shall be performed in accordance with the schedule specified in the SOW.

b Specific periods of performance, if any, and completion dates for each Contract line item are set forth in the SOW.

4 **CONSIDERATION AND PAYMENT**

Unless otherwise specified, payment will be made in accordance with Exhibit "A" (SOW).

5 **INSPECTION AND ACCEPTANCE**

All work performed under this Contract shall be inspected and accepted in accordance with the provisions of the solicitation.

6 **DOCUMENT INCORPORATED BY REFERENCE**

The following documents are hereby incorporated by reference:

a Exhibit "A" entitled "Statement of Work No. 27-F0004

b Exhibit "B" entitled "General Provisions – Service Contracts"

c Exhibit "C" entitled "Offer"

7 **ORDER OF PRECEDENCE**

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

a Articles 1 through 8 hereof.

b Exhibit "A" entitled "Statement of Work No. 27-F0004

c Exhibit "B" entitled "General Provisions – Service Contracts"

d Exhibit "C" entitled "Offer"

8 **NOTICES AND CORRESPONDENCE**

All notices and correspondence shall be sent by either party to the other party in writing. In all matters dealing with this Contract, notice shall be addressed as such:

CONDITIONS OF PURCHASE: GOODS (CONT)

a To the Buyer: FNSB School District Purchasing Department
520 Fifth Ave, 3rd Floor, Suite C
Fairbanks, AK 99701
Attention To: Executive Director of Facilities Management
Care of: Director of Procurement & Warehouse

Email: purchasing@k12northstar.org

Phone: (907) 452-2000 x11341

b To the Seller: _____

_____

_____

Attention: _____

Email: _____

Phone: _____

Or any other address provided prior written notice is given to the other party.

IN WITNESS WHEREOF and upon signature of both parties, the parties hereto have executed this Contract;

Attest: FNSB School District

Signature _____
Buyer

Date _____

Attest: _____
(Bidder's typed or printed name)

Signature _____
(Individual authorized to bind firm)

Title _____

Date _____
(Date Signed)

EXHIBIT "A" – Statement of Work 27-F0004

TABLE OF CONTENTS

Clause
EXECUTIVE SUMMARY & INTENT 11
BACKGROUND 11
DESCRIPTION OF WORK 12
OTHER CONDITIONS 13
BUYER'S CONTRACT ADMINISTRATOR 13

1. EXECUTIVE SUMMARY & INTENT

In accordance with applicable educational facility standards, including but not limited to ANSI/IICRC standards (S500/S520) and institutional procurement requirements, the District intends to contract for Professional Environmental Consulting Services, including a water infiltration assessment of the FNSBSD Administrative Service Center (ADC) facility.

Buyer objectives:

- Maintain safe, healthy indoor environments for students and staff, minimize educational disruption, and preserve District real property assets.
- Perform the water infiltration assessment by observation and without disassembly of components or destructive demolition.
- Obtain a written diagnostic report listing the water damage found and possible impacts of the water damage upon the building interior.
- Obtain a written recommendation from a qualified consultant for selective demolition and repairs to accomplish remediation as requested by the district or deemed necessary by environmental safety protocols.

2. BACKGROUND

The FNSBSD currently operates (29) facilities in the Fairbanks North Star Borough, which are owned by the Borough, and operated by the FNSBSD Facilities Management Department (FMD). On occasion, water infiltrates a building's envelope from the exterior and may require the services of professional environmental consultant to assess damage and make remediation recommendations. **At this time, the District is seeking proposals for services at the Administrative Service Center (ADC) only.**

a. The ADC is located at 520 Fifth Ave. Fairbanks, Alaska

b. The ADC is a 4-story building with a basement, built in 1966; total square footage is 81,654.
Roof age, type, and area sq. ft: 1985 – TPO with 1992 – mastic coating – 25,534
The primary water infiltration routes through the exterior envelope are the roof, siding, and the basement below grade.

c. The School District (Buyer) does not own the equipment, nor has the capacity to perform these services in-house.

d. Services requested under this contract are critical to the mission of the District, or are required per local, State, or Federal regulations.

3. DESCRIPTION OF WORK - Water Infiltration Assessment & Diagnostic Services

The Contractor/Consultant shall execute the following:

a. Non-Destructive & Destructive Testing

● Site investigation and Building Envelope Inspection. Provide professional forensic engineering building envelope assessment; perform site visit and facility walkthrough to identify active leaks, chronic moisture intrusion, or preventative building envelope audits. Visually inspect exterior walls, roofing systems, flashings, window/door seals, parapets, expansion joints, and foundation grade for water entry points.

● Thermal Imaging & Moisture Mapping: Utilize infrared (FLIR) cameras, pin less/pinned moisture meters, and hygrometers (other testing equipment may be allowable upon prior approval from FMD), to map the boundary of moisture intrusion behind drywall, under flooring, and above dropped ceilings.

● Sampling and analysis of materials including building components, soil, and groundwater where applicable; exploratory cuts and/or core sampling may be allowable upon prior approval from FMD.

b. Water Leak Tracing: Perform ASTM/AAMA-compliant water spray testing (e.g., ASTM E1105 / AAMA 501.2) to replicate leaks and pinpoint penetration paths.

c. HVAC & Environmental Quality Review

● Inspect mechanical systems, air handlers, and condensate drain pans for overflow or biological growth.

● Test ambient relative humidity, temperature, and indoor air quality (IAQ) levels in affected zones for elevated spores and airborne activity.

d. Forensic Assessment Deliverables

● Diagnostic Report: Detailed narrative outlining root cause, points of entry, affected square footage, and structural impacts. The report shall include photo documentation and shall clearly identify the facility, and each room number having water damage and recommending impacted areas for clearance testing, selective demolition and repair.

● Corrective Action Plan (CAP): CAP shall include prioritized action and repair recommendations, cost estimates, and maintenance schedules, needed for remediation and abatement planning. In some instances, risk assessment or industrial hygienist review and recommendations may be required.

e. Qualifications & Requirements

- The qualified contractor shall be an Environmental contractor having 5 or more years of demonstrated work experience in facility environmental, selective demolition and restoration services.
- The contractor shall employ qualified and appropriately certified/licensed personnel or subcontractors as necessary through all stages of selective demolition and remediation.

f. Schedule

Upon receipt of the authorized Purchase Order, work under this contract shall begin within seven (7) business days, and, once begun, shall be completed within ten (10) business days.

NOTE TO OFFERORS: ANY CHANGES, OR SUBSTITUTIONS MADE TO THE SCOPE OR THIS DESCRIPTION OF WORK MUST BE CLEARLY STATED AND INCLUDED IN EXHIBIT “C” – OFFER

4. OTHER CONDITIONS

a. **Clearance Testing -** Air quality and microbial clearance testing, if applicable, must be performed by an independent, third-party Certified Industrial Hygienist (CIH) retained by the District before removing containment barriers.

b. **Waste Disposal -** Where applicable, wasted deemed as hazardous waste shall be properly containerize, hauled, and disposed of in compliance with local, state, and EPA regulations.

c. **Invoicing -** The Seller shall invoice upon completion. Payment will be made within thirty (30) days after approval of the invoice by the Contract Administrator. Invoices shall include, at a minimum, the following information: Authorized PO#, date of invoice, unique invoice number, description of services rendered, amount due.

d. **Regulatory Fee Changes -** In the event the Fairbanks North Star Borough changes the regulator fee(s) during the life of this contract the Seller may pass on to the Buyer verifiable increases in its costs. Conversely, the Seller shall pass on to the Buyer any decrease of like costs. The Seller shall not invoice the Buyer at an increased rate unless the fee increase has been submitted to the Buyer, and approved by the Contract Administrator in advance. The Seller shall be prepared to provide the Buyer complete cost data to support price changes. The Buyer reserves the right to terminate this contract, in whole or in part, if the Seller increases prices. The Buyer reserves the right, at its option, to audit the Seller's financial records as they pertain to administration of this clause.

5. BUYER'S CONTRACT ADMINISTRATOR

Executive Director of FNSBSD Facilities Management Department (FMD);
Jahanara Carreon, Jahanara.carreon@k12northstar.org, 907-452-4461 x15227

EXHIBIT "B" – General Provisions – Service Contracts

TABLE OF CONTENTS

Clause

1. APPLICABLE LAW AND DISPUTES....14
2. ASSIGNMENT AND SUBCONTRACTING....15
3. AUDIT OF RECORDS....15
4. BUYER FURNISHED PROPERTY....15
5. BUYER'S INSPECTORS....16
6. BUYER'S RIGHT TO USE INFORMATION DISCLOSED BY SELLER....16
7. CALENDAR DATES....16
8. CHANGES....16
9. CLAUSE HEADINGS....16
10. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS....16
11. CONFIDENTIAL RELATIONSHIP....16
12. CONTINUITY OF SERVICES....17
13. CONTRACT ADMINISTRATION....17
14. DEFAULT....17
15. DEFINITIONS....18
16. EXCUSABLE DELAYS....18
17. INDEMNITY....19
18. INSPECTION OF SERVICES....19
19. INSURANCE....19
20. LAWS, ORDINANCES, RULES & REGULATIONS....20
21. MODIFICATION OF ORDER....21
22. NO WAIVER OF CONDITIONS....21
23. NON-DISCRIMINATION....21
24. NOTICE TO THE BUYER OF LABOR DISPUTES....21
25. OPERATION AND STORAGE AREAS....21
26. OTHER CONTRACTS....21
27. PERMITS AND RESPONSIBILITIES....22
28. PROTECTION OF BUILDINGS, EQUIPMENT AND VEGETATION....22
29. PUBLIC RELEASE OF INFORMATION....22
30. REMOVAL OF SELLER'S UNSATISFACTORY EMPLOYEES....22
31. SAFETY....22
32. SUPERINTENDENCE BY SELLER....22
33. TAXES....22
34. TITLE AND RISK OF LOSS....22
35. WARRANTY OF SERVICES....23
36. TERMINATION FOR CONVENIENCE....23
37. TERMINATION FOR DEFAULT....23
38. TERMINATION CONTINGENCY....23
39. STRICT LOYALTY....23
40. DEBARMENT....23

FNSB School District is hereinafter referred to as "Buyer".

The following conditions apply to any Purchase Order issued by the Buyer as a result of this solicitation.

1. **APPLICABLE LAW AND DISPUTES**

Any dispute with respect to this Order 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 Order or any interest hereunder shall not be assigned or transferred by the Seller without the prior written consent of the Buyer. The Buyer shall not consent to any proposed assignment unless and until the Seller furnishes the Buyer with two (2) executed copies of the assignment. The Seller shall not subcontract any of the work required by this Contract, without the prior written approval of the Buyer.

3. **AUDIT OF RECORDS**

Seller 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 a certified public accounting firm designated 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. **BUYER FURNISHED PROPERTY**

a. Furnished Property

The Buyer shall deliver to the Seller 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 Seller 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 Seller at the times stated in the SOW or, if not so stated, in sufficient time to enable the Seller to meet the performance schedule. If the property is not delivered to the Seller by such time or times, the Buyer shall, upon timely written request made by the Seller, determine the extent of the delay, if any, incurred by the Seller 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 Seller in a condition which makes it not suitable for its intended use, the Seller shall, upon receipt thereof, notify the Buyer of such fact. Upon such notice, the Buyer shall advise the Seller 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 Seller assumes the risk of, and shall be responsible for, any loss or damage to property furnished under this clause upon its deliver to the Seller. Seller 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

1. By notice in writing, the Buyer may:

   a. Increase, decrease, or withdraw the property provide or to be provide by the Buyer under this clause, or

   b. Substitute other property for property to be provided by the Buyer. The Seller 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.

2. Upon any increase, decrease, withdrawal or substitution of property, the Buyer, upon the written request of the Seller 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 in the Buyer.

5. **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 Seller from any requirements of the Contract.

6. **BUYER'S RIGHT TO USE INFORMATION DISCLOSED BY SELLER**

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 Seller hereunder which Seller may disclose to the Buyer during performance of this Contract if such information is furnished without restrictions on its use.

7. **CALENDAR DATES**

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

8. **CHANGES**

The Buyer may, at any time, and from time to time by written order from the Buyer's Purchasing Department to the Seller, make changes in any one or more of the following: (a) method of shipment or packing; and (b) time and/or place of delivery; and (c) the quantity of items ordered. If such change causes an increase or decrease in the price of the Order or the time required to perform, an equitable adjustment shall be made and the Order modified in writing accordingly. Any claim by the Seller hereunder must be asserted in writing within fifteen (15) days from the date the change is ordered. Whether made pursuant to this clause or by mutual agreement, changes shall not be binding upon the Buyer, except when confirmed in writing by a member of the Buyer's Purchasing Department.

9. **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.

10. **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

FNSBSD will comply with the Uniform Administrative Requirements, Cost Principals and Audit Requirements for Federal Awards, [2 CFR 200.318/2 CFR 200.319/7 CFR 3016.36].

The Seller shall comply with all applicable Federal, State and Local laws and ordinances and all lawful orders, rules and regulations thereunder, including the applicable provisions of the Fair Labor Standards Act of 1938 as amended (29 U.S.C. Sec. 201-219) and the Occupational Safety and Health Act of 1970 and all regulations and standards and any amendments issued pursuant thereto. The seller shall secure and obtain any and all permits, licenses and consents as may be necessary in connection therewith. The Seller warrants that the items delivered shall comply with the foregoing. The Seller agrees to indemnify and hold harmless the Buyer from and against any and all liability or 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.

11. **CONFIDENTIAL RELATIONSHIP**

The Contractor shall keep in strictest confidence all information relating to this Contract which may be acquired in connection with or as a result of this Contract or thereafter. The Seller shall not disclose any information related to this Contract to any person not authorized by Buyer in writing to receive it.

12. **CONTINUITY OF SERVICES**

a. The Seller recognizes that: (1) the services provided under this Contract are vital to the Buyer's operations, (2) continuity thereof must be maintained at a consistently high level without interruption, (3) upon expiration of this Contract or termination of this Contract for convenience or default, a successor either the Buyer or another seller may continue the services performed hereunder, (4) the successor will require phase-in training and assistance, (5) the seller's cooperation is required in order to effect an orderly and efficient transition to a successor.

b. Therefore, the Seller shall, upon written notification by the Buyer, provide phase-in and phase-out (PIPO) services for up to sixty (60) days after expiration or termination of this Contract. Such notice shall be given sixty (60) days prior to Contract expiration or concurrently with the notice of termination. After notification, the Seller shall negotiate in good faith with a successor in determining the nature and extent of the PIPO services, including the cost thereof and a mutually acceptable detailed plan for PIPO operations. The plan shall have training program and specify a date for shifting the responsibilities to the successor for each division of work set forth in the plan. The plan shall be subject to the approval of the Buyer.

c. The Seller shall provide sufficient experienced personnel during the PIPO period to insure that the services performed under this Contract are maintained at a high level of proficiency.

d. The Seller shall be reimbursed for all reasonable PIPO costs, which are those costs accruing within the agreed period after Contract expiration or termination which result from the PIPO operations. A profit shall be paid on said costs unless the Contract has been terminated for default.

e. The Seller shall cooperate with the successor in allowing as many of the Seller's personnel as practicable to remain on the job and to transfer to the successor in order to enhance the continuity and consistency of the services required under this Contract. Therefore, the Seller shall furnish to the successor the necessary personnel records and allow the successor to conduct on-site interviews with the Seller's employees. If said employees are agreeable to the transfer and are accepted by the successor, then the Seller shall release them for employment by the successor at a mutually acceptable date and shall negotiate the transfer of their earned fringe benefits, if any, to the successor.

13. **CONTRACT ADMINISTRATION**

Notwithstanding any other provisions of this Contract or any document referenced therein, 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 Seller effects 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. **DEFAULT**

a. The Buyer may terminate this Order in whole or in part by written notice:

i. if the Seller shall become insolvent or make a general assignment for the benefit of creditors, or

ii. if the Seller shall become insolvent or make a general assignment for the benefit of creditors, or

iii. if a petition under any bankruptcy act or similar statute is filed by or against the Seller and is not vacated within ten (10) days after it is filed, or

iv. if the Seller fails to make delivery of the items or to perform the services within the time specified in this Order, or any increments thereof or extensions thereto, or

v. if the Seller fails to perform any other obligations under this Order, or so fails to make progress, so as to endanger performance of this Order, or

vi. if the Seller's financial condition shall become such as to endanger completion of performance.

b. If the Buyer terminates this Order in whole or in part as provided in paragraph (9.1) of this clause, the Buyer may procure, upon such terms and in such manner as the Buyer may deem appropriate, items similar to those terminated, and the Seller shall be liable to the Buyer for any excess costs of such similar items; however, the Seller shall continue the performance of this Order to the extent not terminated,

c. The rights and remedies of the Buyer provided in this clause shall not be exclusive, and are in addition to any others rights and remedies provided by law or under this Order.

15. **DEFINITIONS**

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

	TERM	MEANING
1.	"Advise"	Advise in writing.
2.	"Appoint"	Appoint in writing
3.	"Approval"	Approval in writing
4.	"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.
5.	"Change Order"	A written order signed by the Buyer directing the Seller to make changes in the work without the consent of the Seller.
6.	"Contract Amendment"	A written alteration in any part of the 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.
7.	"Designate"	Designate in writing.
8.	"Direction"	Direction in writing.
9.	"Includes"	Includes but is not limited to.
10.	"Item"	Hardware, data, software, materials, spare parts and other articles to be delivered or services to be performed.
11.	"May"	May is permissive, however, the words "no person may" mean that no person is required, authorized, or permitted to do the act prohibited.
12.	"Shall"	Shall is imperative.
13.	"Statement of Work"	All specifications, maps, data, and other information included or referenced in the Statement of Work. "SOW"
14.	"Subcontractor(s)"	All persons, vendors, and entities furnishing work, property, or services to the Seller for use on this Contract.
15.	"Work"	Includes equipment, installation, material, and services.

16. **EXCUSABLE DELAYS**

The Seller 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 Seller. 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. When any delays in delivery will occur or are anticipated, the Seller shall immediately give notice thereof to the Buyer.

17. **INDEMNITY**

Except for claims arising out of acts caused by the sole negligence of the Buyer, its agents, servants or employees, the Seller agrees to indemnify and hold harmless the School District, its agents, servants and employees, from acts or omissions of any nature whatsoever of the Seller, 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. The Seller agrees to hold the FNSB School District harmless from and to defend it against, any and all claims arising from the purchase, installation, and/or use of the equipment, articles and/or materials which are the subject of this Order.

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 to 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 Seller 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 re-performance of the services, the Buyer shall have the right to: (1) require the Seller 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 Seller 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 Seller any cost incurred by the Buyer that is directly related to the performance of such service; or (b) terminate this Contract for default pursuant to the "Termination for Default" clause.

c. Records of all inspections and tests by Seller shall be kept complete and available to Buyer during performance of this Contract and for such longer period as may be specified elsewhere in this Contract.

19. **INSURANCE**

Before commencing work, Seller shall procure and maintain insurance of the limits and kinds as specified in the SOW and enumerated hereunder, with an insurance company rated as "Excellent" or "Superior" by A. M. Best Company. Certificates of such insurance issued by the Seller'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. Professional Liability: $1,000,000 limit per occurrence, $3,000,000 aggregate.

ii. Commercial general liability: $1,000,000 limit, per occurrence.

ii. Comprehensive automotive liability: $1,000,000 combined single limit

iiiv. Crime: $1,000.000.00 limit, per occurrence.

b. AUTOMOBILE LIABILITY INSURANCE:

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 this section 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 Purchasing Department or Risk Management office.
If the limits in this section apply, the automobile liability policy must cover: All Autos or
All owned, non-owned and hired autos
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.

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.

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 FNSB & 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. INCREASED COVERAGE: During the contract term, the School District might require higher limits of insurance than those listed in this section. If the School District requires such insurance, and the insurer raises its premium as a result of higher limits, then the Borough will pay the contractor the difference between the old and the new premiums.

i. Certificates of Insurance shall be issued to: Fairbanks North Star Borough and School District

P.O. Box 71267
Fairbanks, AK 99707

20. **LAWS, ORDINANCES, RULES & REGULATIONS**

The Seller 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 Seller agrees to indemnify and hold harmless the Buyer from and against any and all liability or 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.

The Contractor and its employees shall refrain from the use of alcohol, drugs, marijuana, tobacco or nicotine, including any smoking, electronic cigarette, or vapor device while on School District property. Tobacco is defined as tobacco and nicotine in any form as well as nicotine delivery devices, such as, but not limited to, electronic cigarettes and vapor pens, but excludes nicotine replacement therapy products approved by the U.S. Food and Drug Administration for the purpose of smoking/nicotine cessation.

21. **MODIFICATION OF ORDER**

This Order contains all the agreements and conditions of sale and no course of dealing or usage of the trade shall be applicable unless expressly incorporated in this Order. The terms and conditions contained in this Order may not be added to, modified, superseded or otherwise altered except by a written modification signed by an authorized representative of the Buyer's Purchasing Department and delivered by the Buyer to the Seller. Each delivery shall be deemed to be only upon the terms and conditions contained in this Order notwithstanding any terms and conditions that may be contained in any acknowledgment, invoice or other form of the Seller, and notwithstanding the Buyer's act of accepting or paying for any delivery or similar act of the Buyer.

22. **NO WAIVER OF CONDITIONS**

The Buyer's failure to insist upon strict compliance shall not be deemed to be a waiver of any right, and waiver of a right under this Order shall not constitute a waiver of any other right or waiver of any other default under this Order.

23. **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 Seller 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, 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.

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

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

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

25. **OPERATION AND STORAGE AREAS**

All operation of the Seller, 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 Seller 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 Seller’s operations on premises of third persons.

26. **OTHER CONTRACTS**

The Buyer may undertake or award other contracts for additional work, and the Seller 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 Seller shall not commit or permit any act which will interfere with the performance of work by any other contractor or by Buyer’s employees.

27. **PERMITS AND RESPONSIBILITIES**

Without additional expense to the Buyer, the Seller 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 Seller shall be responsible for all damages to persons or property that occur as a result of its fault or negligence. Seller shall take proper safety and health precautions to protect the work, employees of the Buyer and Seller, the public, and the property of others.

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

The Seller 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 Seller fails to do so and damages any such buildings, structures, equipment, or vegetation, Seller shall replace or repair the damage at no expense to the Buyer as directed by the Buyer. If Seller fails or refuses to make such repair or replacement, the Seller shall be liable for the cost thereof which may be deducted by the Buyer from payments due or which may become due to the Seller.

29. **PUBLIC RELEASE OF INFORMATION**

Unless the prior written consent of the Buyer is obtained, the Seller 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 Seller has furnished or contracted to furnish to the Buyer the services required by this Contract, or quote the opinion of any employee of Buyer.

30. **REMOVAL OF SELLER'S UNSATISFACTORY EMPLOYEES**

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

31. **SAFETY**

a. Seller shall be responsible for safety related to and during the performance of the work hereunder. Seller 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 herein-after be applicable.

b. Said laws and regulations are minimum requirement for the Seller. Seller 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 Seller, or Buyer's approval of any actions or procedures of the Seller as provided herein shall not relieve the Seller of its obligations to use due care in performing the work required under this Contract.

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

32. **SUPERINTENDENCE BY SELLER**

The Seller 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 Seller.

33. **TAXES**

Unless prohibited by law or otherwise stated to the contrary in this Contract, the Seller 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.

34. **TITLE AND RISK OF LOSS**

The Seller shall retain title to and risk of loss or damage to all items to be delivered hereunder until final acceptance by the Buyer at the Buyer's plant.

35. **WARRANTY OF SERVICES**

Notwithstanding inspection and acceptance by the Buyer or any provision concerning the conclusiveness thereof, the Seller 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 Seller within thirty (30) days after date of acceptance by Buyer. Such notice shall state either (1) that the Seller shall correct or re-perform any defective or nonconforming service, or (2) that the Buyer does not require correction or re-performance. If the Seller is required to correct or re-perform, it shall be at no cost to the buyer, and any services corrected ore re-performed by the Seller pursuant to this clause shall be subject to all provisions of this clause to the same extent as work initially performed. If the Seller fails or refuses to correct or re-perform, the Buyer may, by contract or otherwise, correct or replace with similar services and charge to the Seller the cost incurred to the buyer thereby or obtain an equitable adjustment in the Contract price. If the Buyer does not require correction or re-performance, the Buyer shall make an equitable adjustment to the price. Except as otherwise provided herein, the bidder 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 District requires that successful bidders honor guarantees and warranties offered by the manufacturer.

36. **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.

37. **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.

38. **TERMINATION CONTINGENCY**

If the Buyer terminates this Contract in whole or in part for reasons authorized by the School Board Procurement Policy or contained herein, the Buyer may cover by procurement of items or services similar to those terminated, upon such terms and in such a manner as the Buyer may deem appropriate.

39. **STRICT LOYALTY**

The Contractor and its employees shall avoid all circumstances and actions which would place the Contractor in a position of divided loyalty with respect to the obligations undertaken under this Contract. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form (SF-LLL), “Disclosure Form to Report Lobbying,” in accordance with the instructions therein.

40. **DEBARMENT**

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the contract by any

governmental department or agency. This certification represents a recurring certification made at the time any order is placed under this Contract.

****

EXHIBIT "C" – OFFER

****

For the work as described in EXHIBIT "A" – Statement of Work 27-F0004,
and including all costs, the offeror submits their bid price of: $_____

****

Amendment Acknowledgement & Non-Collusion Certificate

The undersigned agrees, if this offer is accepted, to furnish any or all items upon which prices are offered at the price entered on this schedule, delivered at the designated point, within the time specified.

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 authorized by law, and
3. No attempt has been made or will be made by the offeror to induce any domestic concern, (or foreign subsidiary or affiliate of any domestic concern that is controlled by a domestic concern), to submit or not to submit an offer for the purpose of restricting competition, nor will they or have they used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other covered award.

Acknowledgment of Amendments, if applicable:

Amendment No. _____ Date _____ Amendment No. _____ Date _____

Offer – Signature:

_____	_____	_____
Typed or Printed Name	**Signature, authorized to bind firm**	**Date**

Alaska Business License Number: _____

Tax ID: _____

Business Name: _____

Remit Address: _____

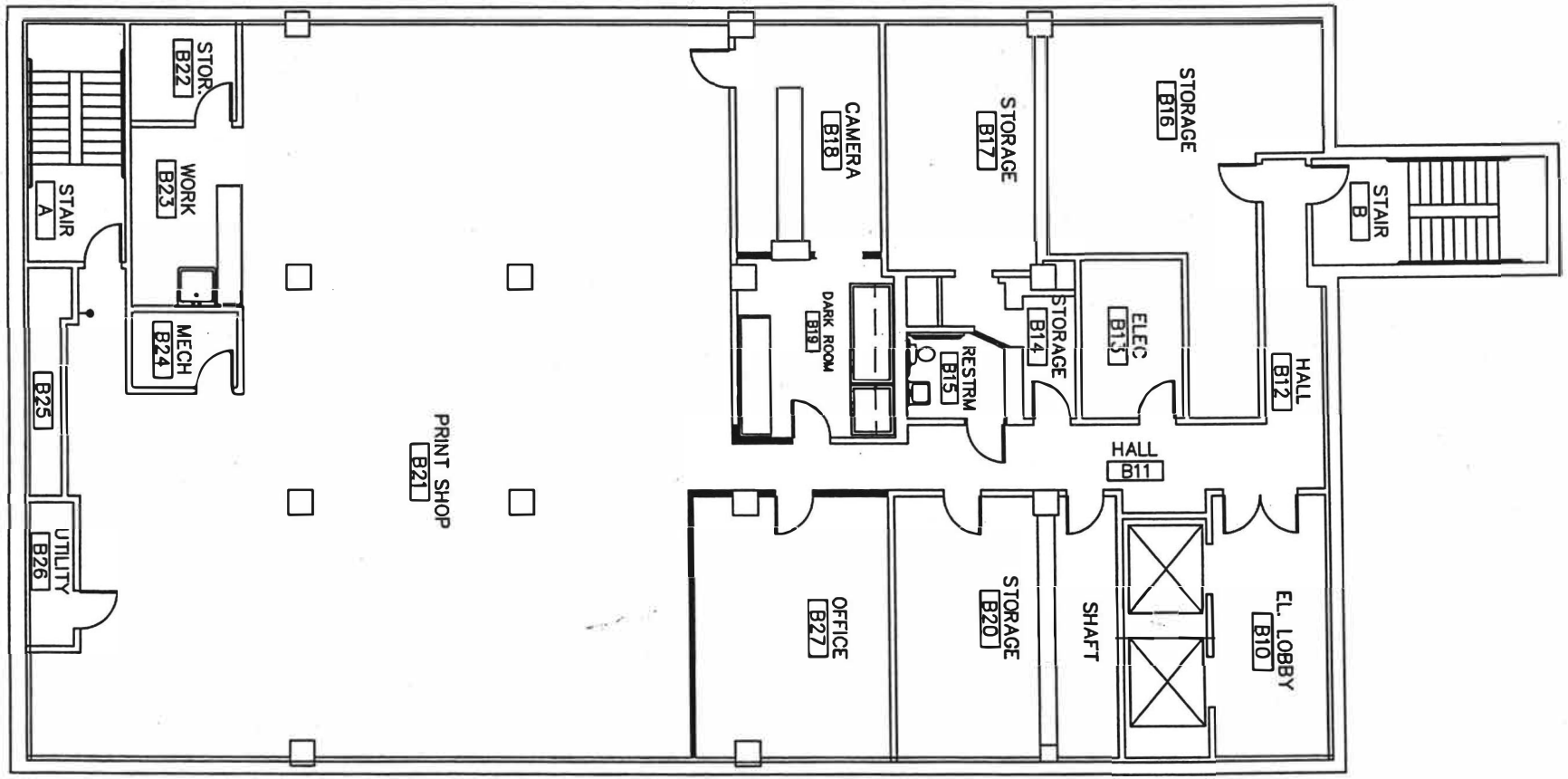
Phone: _____

E-mail Bid results to: _____

Acceptance of Conditions

If the offer includes exceptions to the terms, changes, or modifications to the SOW (Exhibit "A" – Statement of Work), the offeror must make note of it in this section. The absence of exceptions noted in this section shall constitute acceptance of the conditions as written in the solicitation. Any/all exceptions may be rejected at the discretion of the Buyer. Excpetions:_____

Attachment (1)



NO.	DATE	REVISION

Fairbanks North Star Borough School District

Fairbanks North Star Borough School District
520 FIFTH AVENUE
FAIRBANKS, ALASKA 99701-4756

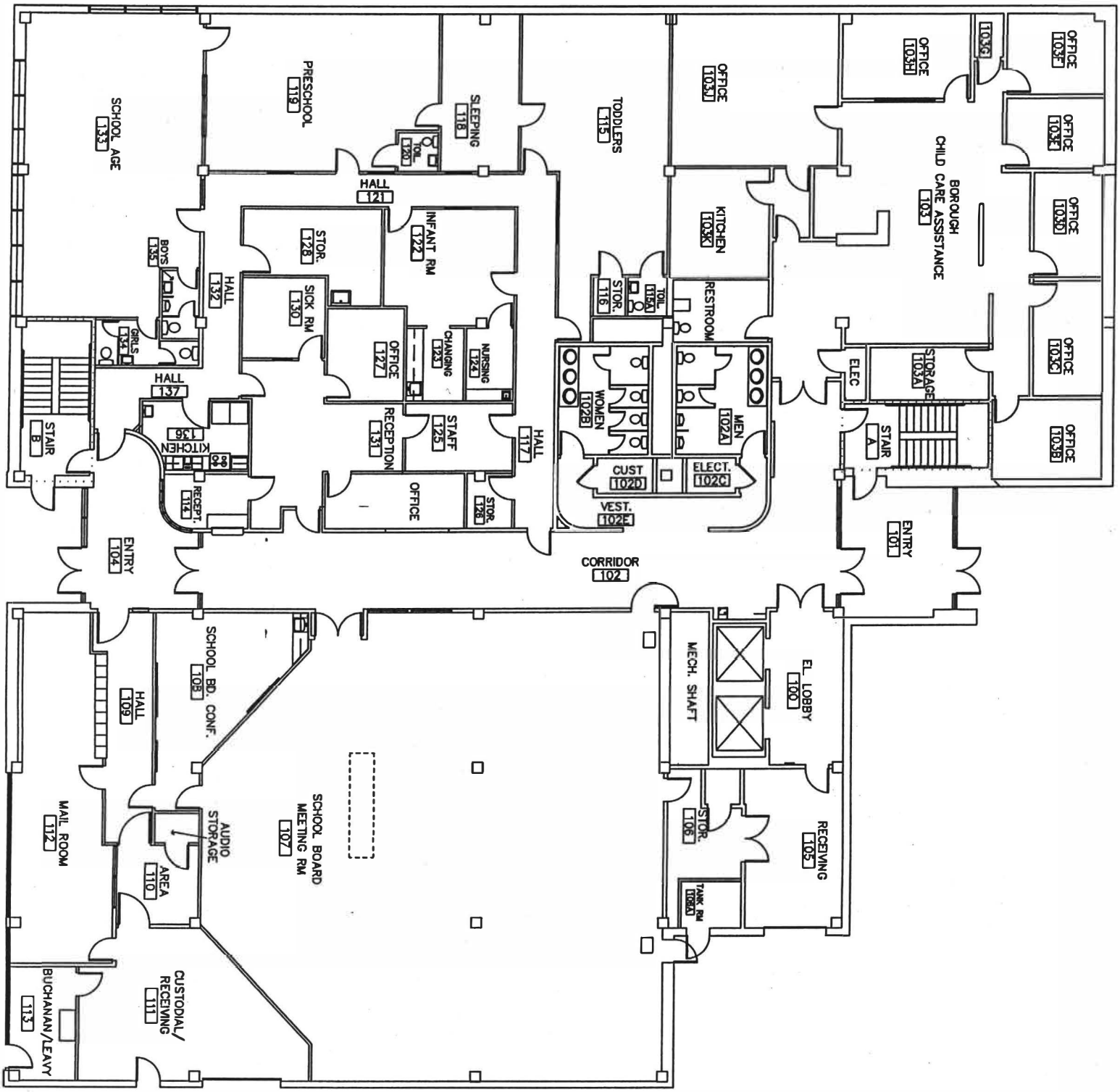
5TH AVENUE BUILDING
BASEMENT PLAN

DRAWN BY: SJS
CHECKED BY:
SCALE: 1/16" = 1'-0"

PROJECT I.D.:
DATE: 01-08-03
DRAWING NUMBER: 1 OF 6
REV.:

FILE NAME: FACbasment

N



NO.	DATE	REVISION

Fairbanks North Star Borough School District

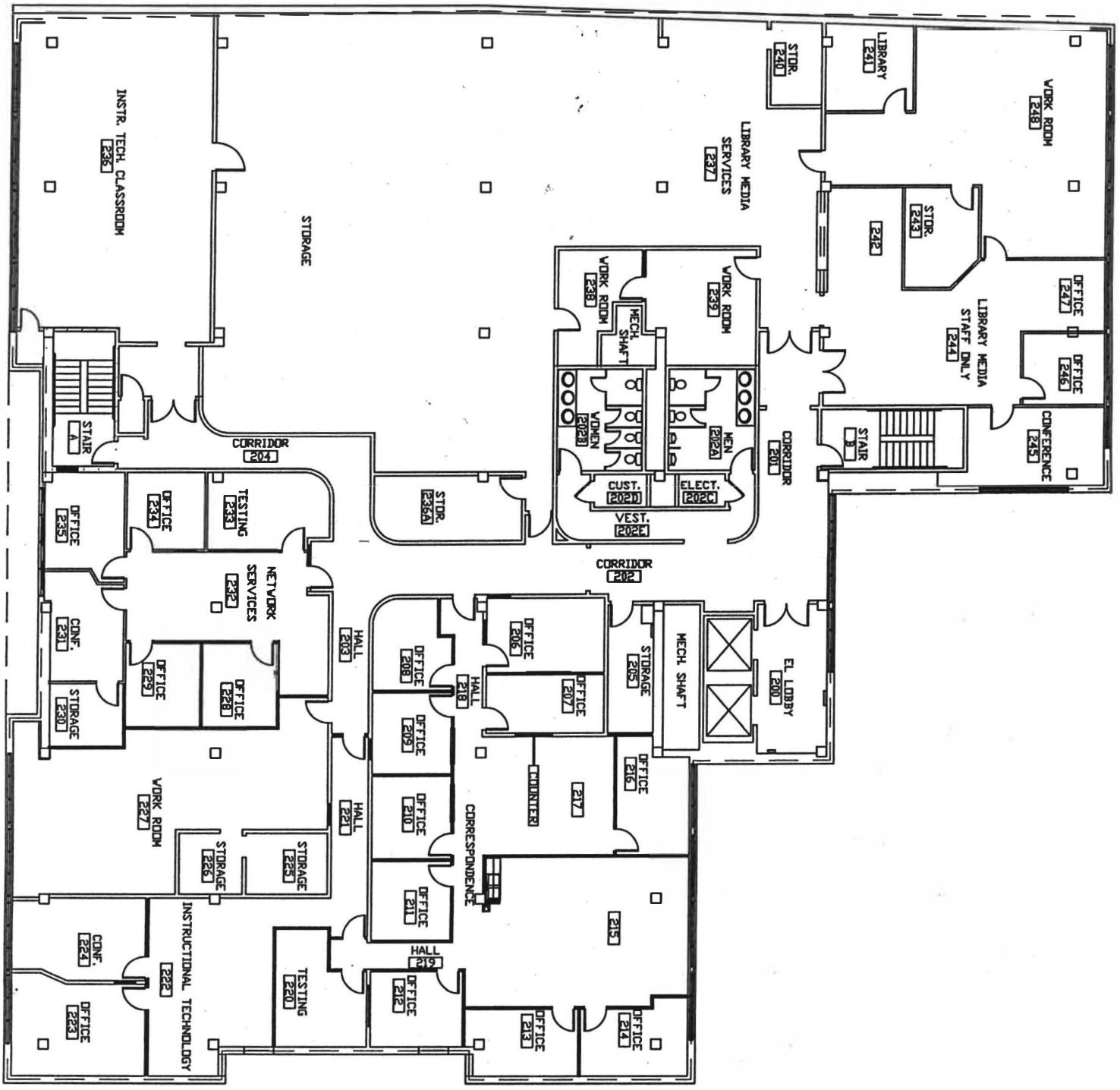
Fairbanks North Star Borough School District
520 FIFTH AVENUE
FAIRBANKS, ALASKA 99701-4756

5TH AVENUE BUILDING
1ST FLOOR PLAN

DRAWN BY: SJS
CHECKED BY:
SCALE: 1/16" = 1'-0"
FILE NAME: FAC1stFlr

PROJECT I.D.:
DATE: 01-08-03
DRAWING NUMBER: 2 OF 6
REV.:

N



NO.	DATE	REVISION

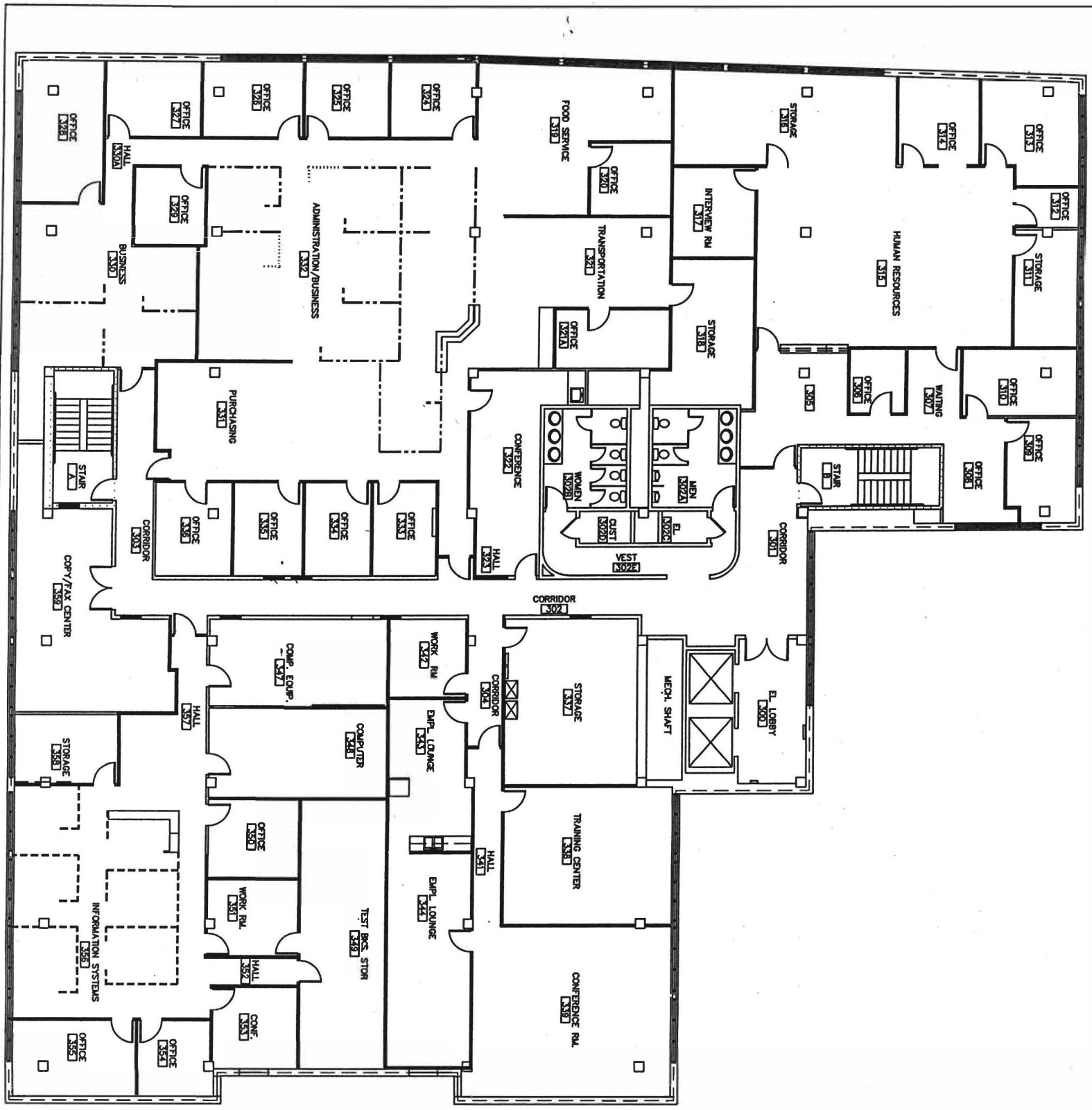
Fairbanks North Star Borough School District

Fairbanks North Star Borough School District
520 FIFTH AVENUE
FAIRBANKS, ALASKA 99701-4756

5TH AVENUE BUILDING
2ND FLOOR PLAN

N

DRAWN BY: SJS
CHECKED BY:
PROJECT I.D.:
DATE: 01-08-03
FILE NAME: FAC2ndFlr
SCALE: 1/16" = 1'-0"
DRAWING NUMBER: 3 OF 6
REV.:



NO.	DATE	REVISION

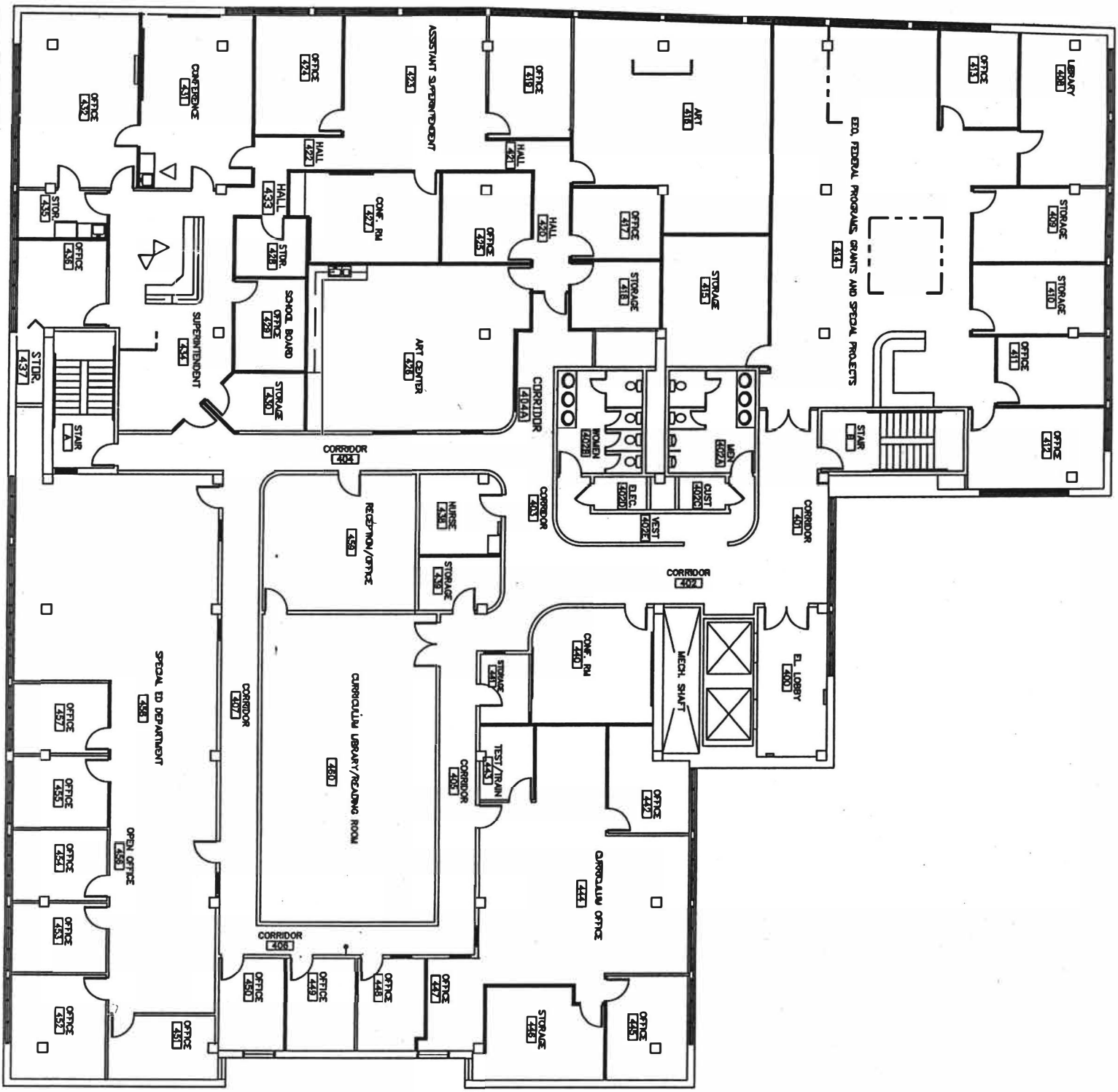
Fairbanks North Star Borough School District

Fairbanks North Star Borough School District
520 FIFTH AVENUE
FAIRBANKS, ALASKA 99701-4756

5TH AVENUE BUILDING
3RD FLOOR PLAN

DRAWN BY: SJS	PROJECT I.D.:
CHECKED BY:	DATE: 01-08-03
SCALE: 1/16" = 1'-0"	DRAWING NUMBER: 4 OF 6
FILE NAME: FAC3rdFlr	REV.:

N



NO.	DATE	REVISION

FILE NAME: FAC4thFlr

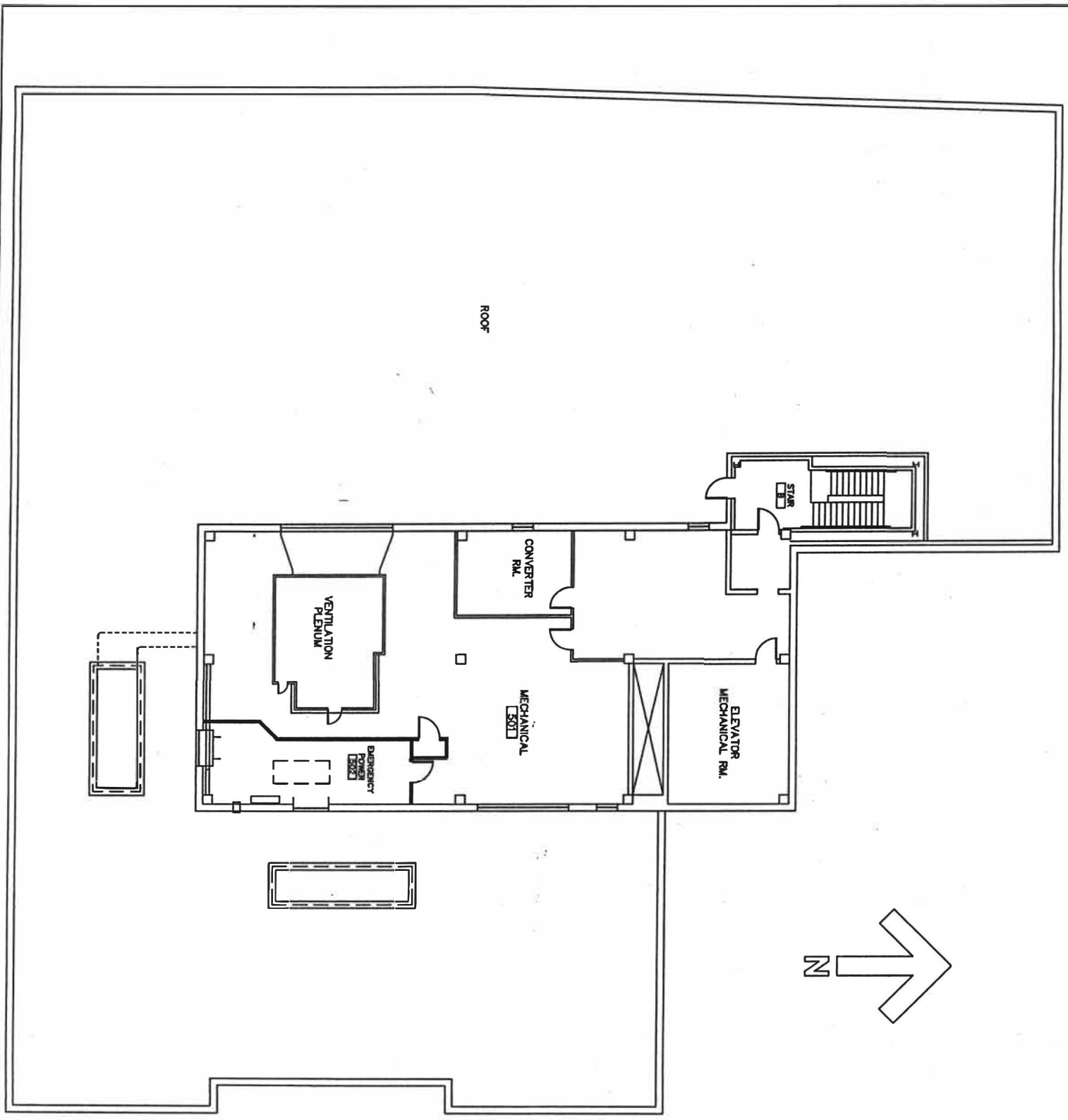
Fairbanks North Star Borough School District

Fairbanks North Star Borough School District
520 FIFTH AVENUE
FAIRBANKS, ALASKA 99701-4756

5TH AVENUE BUILDING
4TH FLOOR PLAN

DRAWN BY: SJS
CHECKED BY:
SCALE: 1/16" = 1'-0"
PROJECT I.D.:
DATE: 01-08-03
DRAWING NUMBER: 5 OF 6
REV.:

N



NO.	DATE	REVISION
FILE NAME: FAC5thFlr		

Fairbanks North Star Borough School District

Fairbanks North Star Borough School District
520 FIFTH AVENUE
FAIRBANKS, ALASKA 99701-4756

5TH AVENUE BUILDING

PENTHOUSE FLOOR & ROOF PLANS

DRAWN BY: SJS	PROJECT I.D.:
CHECKED BY:	DATE: 01-08-03
SCALE: 1/16" = 1'-0"	DRAWING NUMBER: 6 OF 6 REV.:

VENDOR CERTIFICATION

FEDERAL GRANT COMPLIANCE

These provisions apply to the procurement of goods and services using funds under a Federal grant or contract. Specific Federal laws, regulations, and requirements may apply in addition to those under state law; this includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (Code of Federal Regulations, sometimes referred to as the "Uniform Guidance"), Federal Acquisition Regulations "FAR," or Education Department General Administrative Regulations, "EDGAR". All Vendors desiring to contract with the District (buyer) must complete this Federal Grant Compliance Certification Form regarding their willingness and ability to comply with certain requirements which *may* apply to specific purchases using federal grant funds. These terms and conditions shall be inherently incorporated into all other agreements made between the buyer and seller.

RE: Title 2 Grants and Agreements		**Part / Section**
Subtitle A	**Office of Management and Budget Guidance for Grants and Agreements**	**1 – 299**
Chapter II	**Office of Management and Budget Guidance**	**200 – 299**
Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards		

For each of the items below, Vendor shall certify their agreement and ability to comply, where applicable, by having their authorized representative check the boxes 1-14, and sign the Signature Page**.**

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1. Vendor Violation or Breach of Contract Terms:

Where applicable, for contracts for more than the simplified acquisition threshold, contracts must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any Contract award will be subject to these General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order or District's ancillary contract; any bid or contract submitted by the Vendor must be consistent with and protect the District at least to the same extent as the FNSBSD Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity.

☐ **YES**, agree. ☐ **NO**, do not agree.

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2. Termination for Cause or Convenience:

For any purchase or contract in excess of $10,000 made using federal funds, the FNSBSD may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the FNSBSD shall only be required to pay Vendor for goods or services delivered prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the FNSBSD has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be affected and the basis for settlement, is included in the Cooperative member's Purchase Order or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.

☐ **YES**, agree. ☐ **NO**, do not agree.

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3. Equal Employment Opportunity:

Where applicable, and except as otherwise provided under 41 CFR Part 60, all contracts shall include the equal opportunity clause provided under 41 CFR 60-1.4(b). The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

☐ **YES**, agree. ☐ **NO**, do not agree.

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4. Davis-Bacon & Anti-Kickback:

Where applicable, for all construction contracts/purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week. Current prevailing wage determinations issued by the Department of Labor are available at Sam.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that, where applicable, it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

☐ **YES**, agree. ☐ **NO**, do not agree.

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5. Contract Work Hours and Safety Standards:

Where applicable, for all purchases in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

☐ **YES**, agree. ☐ **NO**, do not agree.

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6. Copyright to Inventions Made Under a Contract or Agreement:

Where applicable, and if the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,", copyrights, and any implementing regulations issued by the awarding agency. The buyer shall be granted access to any books, documents, papers, and records of the seller which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Sellers' records shall be retained for three (3) years after final payment.

☐ **YES**, agree. ☐ **NO**, do not agree.

7. Clean Air Act and Federal Water Pollution Control Act:

Where applicable, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

☐ **YES**, agree. ☐ **NO**, do not agree.

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8. Debarment and Suspension:

A contract award or order must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235). SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the District all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

☐ **YES**, agree. ☐ **NO**, do not agree.

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9. Anti-Lobbying Certification:

Vendor certifies that Federal appropriated funds have not and will not be used to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Vendors must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

☐ **YES**, agree. ☐ **NO**, do not agree.

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10. Procurement of Recovered Materials:

Where applicable, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act and shall provide such information and certifications as the District may require to confirm compliance. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000, procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

☐ **YES**, agree. ☐ **NO**, do not agree.

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11. Domestic Preferences for Procurements:

Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to using federal funds. When required by the District, Vendor agrees to provide such information or certification as may reasonably be requested by the District regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

☐ **YES**, agree. ☐ **NO**, do not agree.

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12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain certain telecommunications and video surveillance services or equipment. To the extent applicable and when required by the District, Vendor agrees to provide such information or certification as may reasonably be requested by the District to confirm whether any telecommunications or video surveillance services or equipment provided by Vendor is covered equipment or covered services under 2 CFR §200.216.

☐ **YES**, agree. ☐ **NO**, do not agree.

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13. Profit as a Separate Element of Price:

For purchases using federal funds in excess of the Simplified Acquisition Threshold, the District may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by the District, Vendor agrees to provide information and negotiate with the District regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the District shall not exceed the awarded pricing, including any applicable discount, under Cooperative Contracts.

☐ **YES**, agree. ☐ **NO**, do not agree.

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14. General Compliance and Cooperation:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from the District, it shall make a good faith effort to work with the District to provide such information and to satisfy such requirements as may apply to a particular purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

☐ **YES**, agree. ☐ **NO**, do not agree.

Supplier (Business Name): _____

Authorized Signature:_____ Date: _____