

RFP # B17-14

**MATANUSKA-SUSITNA BOROUGH
SCHOOL DISTRICT
PURCHASING DEPARTMENT
PALMER , ALASKA**



RFP DOCUMENTS

AND

AFFIDAVIT

***LOBBYIST SERVICES FOR THE
MATANUSKA-SUSITNA BOROUGH
SCHOOL DISTRICT***

DUE DATE AND TIME: DECEMBER 9, 2016, 2:00 P.M.

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**MATANUSKA-SUSITNA BOROUGH SCHOOL DISTRICT
PURCHASING DEPARTMENT
690 COPE INDUSTRIAL WAY
PALMER, AK 99645
(907) 861-5120 PHONE (907) 861-5184 FAX**

ADVERTISEMENT

**MATANUSKA-SUSITNA BOROUGH SCHOOL DISTRICT
REQUEST FOR PROPOSAL
RFP #B17-14
LOBBYIST SERVICES
FOR THE MATANUSKA-SUSITNA BOROUGH SCHOOL DISTRICT**

Notice is hereby given that the Matanuska-Susitna Borough School District (MSBSD) will consider proposals from qualified individuals or firms for Lobbyist Services for the Matanuska-Susitna Borough School District.

Proposals are due on or before December 9, 2016 at 2:00 p.m., Palmer Alaska Time. Sealed proposals must be submitted and received by the MSBSD Purchasing Department, 690 Cope Industrial Way, Palmer, AK 99645, on or before said date and time to be considered. All proposals must be marked "RFP #B17-14". Proposal documents can be viewed in the Purchasing section of the MSBSD web site at www.matsuk12.us and are also available at the Purchasing Department, 690 Cope Industrial Way, Palmer, AK 99645. For information call 907.861.5120.

The MSBSD reserves the right to accept or reject any or all bids and waive any minor technicalities, informalities, and/or irregularities as it deems appropriate.

Page 1 of 1	Requested by: Diana Garner	Approved by: Beth Munson
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**MATANUSKA-SUSITNA BOROUGH SCHOOL DISTRICT
PURCHASING DEPARTMENT
690 COPE INDUSTRIAL WAY
PALMER, AK 99645
(907) 861-5125 PHONE (907) 861-5184 FAX**

ADVERTISEMENT

**MATANUSKA-SUSITNA BOROUGH SCHOOL DISTRICT
REQUEST FOR PROPOSAL
RFP #B17-14
LOBBYIST SERVICES
FOR THE MATANUSKA-SUSITNA BOROUGH SCHOOL DISTRICT**

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Page 1 of 1	Requested by: Diana Garner	Approved by: Beth Munson
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MATANUSKA-SUSITNA BOROUGH SCHOOL DISTRICT
PURCHASING DEPARTMENT
690 COPE INDUSTRIAL WAY
PALMER, AK 99645

REQUEST FOR PROPOSAL
THIS IS NOT AN ORDER

BIDS WILL BE RECEIVED UNTIL:

TIME: 2:00 P.M.

OPENING DATE: December 9, 2016

SHOW THIS NUMBER ON
OUTSIDE OF ENVELOPE

INVITATION: RFP #B17-14

DATE: November 21, 2016

DESCRIPTION

**LOBBYIST SERVICES FOR THE
MATANUSKA-SUSITNA BOROUGH SCHOOL DISTRICT
AS PER ATTACHED**

INSTRUCTIONS TO BIDDERS
AS PER ATTACHED

VENDORS USE ONLY

(THIS PAGE MUST BE COMPLETELY FILLED IN, SIGNED AND RETURNED WITH YOUR PACKET)

DATE: _____

COMPANY BIDDING: _____

ALASKA BUSINESS LICENSE NUMBER: _____

MAT-SU BOROUGH BUSINESS LICENSE NUMBER: _____

BY: _____

Authorized Signature

TELEPHONE NUMBER: _____

FAX NUMBER: _____

Printed Name

RETURN BID TO:

MATANUSKA-SUSITNA BOROUGH SCHOOL DISTRICT
PURCHASING DEPARTMENT
690 COPE INDUSTRIAL WAY
PALMER, ALASKA 99645

ADDRESS: _____

**MATANUSKA-SUSITNA BOROUGH SCHOOL DISTRICT
PURCHASING DEPARTMENT
690 COPE INDUSTRIAL WAY
PALMER, AK 99645**

**LOBBYIST SERVICES
FOR THE MATANUSKA-SUSITNA BOROUGH SCHOOL DISTRICT
RFP #B17-14**

INSTRUCTIONS TO BIDDERS

1. GENERAL INFORMATION

The Matanuska-Susitna Borough School District (MSBSD) is requesting proposals from qualified bidders to provide Lobbyist Services for the Matanuska-Susitna Borough School District as specified in this Request for Proposal. Copies of the proposal documents can be viewed in the Purchasing section of the MSBSD web site at www.matsuk12.us, can be obtained in the Purchasing Department, 690 Cope Industrial Way, Palmer, AK 99645, or by calling (907) 861-5120. Office hours are 8:00 a.m. - 4:00 p.m., Monday - Friday.

Proposals must be fully executed and signed by each Bidder and enclosed in a sealed envelope with the Bidder's name, address and phone number clearly indicated. The outside of the envelope should also be clearly marked as RFP #B17-14, Lobbyist Services for the Matanuska-Susitna Borough School District, Due December 9, 2016 at 2:00 p.m. Palmer Alaska Time and submitted to the Matanuska-Susitna Borough School District Purchasing Department, 690 Cope Industrial Way, Palmer, AK 99645. Signed proposals must be in the office of the Purchasing Department of the MSBSD on or before December 9, 2016 at 2:00 p.m. Palmer Alaska Time. The MSBSD will not accept proposals by facsimile machine or via e-mail. All proposals received on or before the due date and time and at the location specified in the Request for Proposal (RFP) Documents, will be evaluated to determine whether they meet the qualification requirements as set forth in the RFP documents.

Bidders are cautioned that mailed proposals, which arrive after the time of the scheduled proposal opening, will not be opened or considered. It is the Bidder's sole responsibility to ensure that their proposal is in the physical possession of the Purchasing Department prior to the scheduled time for the opening of the proposal.

2. GENERAL STATEMENT

In rendering the services hereunder, the selected Bidder shall adhere to the following general terms and conditions. The term "selected Bidder" refers to the Bidder awarded a contract to provide services and/or products as required herein. The term "Agreement" hereafter refers to this Request for Proposal, any and all attachments and the selected Bidder's response and acceptance by the MSBSD. A contract will be issued upon award of this proposal.

3. EXAMINATION OF REQUEST FOR PROPOSAL DOCUMENTS

3.1 Bidders shall carefully examine the request for proposal documents before submitting a proposal. The submission of a proposal shall be an admission that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and has deemed them acceptable.

3.2 The MSBSD assumes no responsibility for any understanding or representations concerning conditions made by any of its officers, agents, or

employees prior to the execution of the proposal, unless such understanding or representations are expressly stated in the Request for Proposal Documents or addenda.

- 3.3 Bidders shall include in their proposal sums sufficient to cover all items and services required by the Request for Proposal Documents. The submission of a proposal shall be taken as prima facie evidence of compliance with this paragraph. If material required for submittal purposes by these documents is absent, the Bidder is required to notify the Purchasing Department by fax at (907) 861-5184 or via e-mail to msdpurchasing@matsuk12.us. Please reference the applicable bid number and title.

4. **INTERPRETATION OR CORRECTION OF PROPOSAL DOCUMENTS**

Bidders shall notify the Purchasing Department promptly of any error, omission, or inconsistency that may be discovered during examination of the proposal documents. Requests from Bidders for interpretation or clarification of the proposal documents shall be made in writing to the Purchasing Department, by 2:00 pm Palmer Alaska Time, November 29, 2016. Any questions received after this date will not be answered. Questions should reference the applicable bid number and title and can be submitted by mail, fax or email to the following:

Mail: MSBSD Purchasing Department
690 Cope Industrial Way
Palmer, AK 99645

Fax: MSBSD Purchasing Department, (907) 861-5184

E-mail: msdpurchasing@matsuk12.us

All questions will be answered in writing by issuance of written Addendum. Bidders shall not rely upon interpretations, corrections, and changes made in any other manner. No verbal or written information, which is obtained other than through this Request for Proposal or its addenda, shall be binding on the MSBSD. No employee of the MSBSD is authorized to interpret any portions of this Request for Proposal or give information as to the requirements of the proposal documents in addition to that contained in or amended to this written Request for Proposal Document. All addenda issued shall become part of the Agreement Documents. It is the Bidder's sole responsibility to ascertain that they have received all addenda issued by the Purchasing Department. Each addendum will be issued by both facsimile and U.S. mail. Addenda will also be posted in the Purchasing section of the MSBSD website at www.matsuk12.us. **All addenda must be acknowledged in the space provided on the addenda and returned with the proposal or the proposal will be deemed non-responsive.**

5. **PREPARATION AND SUBMISSION OF PROPOSALS**

- 5.1 Each proposal must be signed in longhand by the Bidder with their usual signature. Proposals submitted by partnerships must be signed with the partnership name by one of the partners, followed by the signature and designation of the partner signing. Proposals submitted by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation, and by the signature of the president, secretary, or other person authorized to bind in the matter. The full name and address of each person signing shall be typed or printed below the signature.

- 5.2 Proposals shall be submitted on the forms furnished and must be manually signed. Proposals must be submitted in a sealed envelope and addressed as indicated in Section 1 of Instructions to Bidders.
- 5.3 Proposals may be rejected if they show any omissions, alteration of the forms, additions not called for, conditional or alternate proposals not called for, qualified proposals, or irregularities of any kind.

6. SUBMITTAL REQUIREMENTS

All proposals must include the following items, as a minimum, or the proposal may be considered non-responsive. Before submitting a proposal, please check the Purchasing section of the MSBSD website at www.matsuk12.us for any additional information or addenda that may have been issued. The original and seven (7) copies of the proposal must be submitted and clearly marked. The proposal shall include, as minimum, the following:

6.1 Signature Page (one page):

- 6.1.1 Signature Page signed by responsible party (Page one of Instructions to Bidders).

6.2 Introduction and Executive Summary (one page suggested maximum):

- 6.2.1 Provide a brief description of your firm, including history, organizational structure, ownership structure, names of principals, number of employees, and number of years in business. Include any information that may be of value to the MSBSD in evaluating your firm's qualifications.
- 6.2.2 Describe the services and activities that your firm proposes to provide to the MSBSD, including the overall approach to the tasks described in the Scope of Services.
- 6.2.3 Describe the assignment of work within your firm's work team and with any proposed joint consultant or sub-consultant arrangements, including the overall approach to managing resources and project output.
- 6.2.4 Provide the name, address, phone, fax & e-mail addresses of the person or persons to be used as contacts.

6.3 Firm Qualifications & References (five pages suggested maximum): Provide information on your or your firm's qualifications and references, to include but not be limited to the following:

- 6.3.1 An understanding of the purpose and requirements of the MSBSD's lobbying efforts including the approach to be followed and the tasks to be performed with a discussion of the detailed steps and resources and time required.
- 6.3.2 Description of experience in legislative affairs at the state level (and the extent to which the respondent has worked with state agencies, the Office of the Governor, and members of the State House of Representatives and the State Senate).
- 6.3.3 Description of experience in performing work for other governmental agencies. (Include a listing of the represented agencies and provide references that include the time the firm was engaged and the accomplishment for each.)
- 6.3.4 A list and discussion summary of clients represented by your firm whose interests may either coincide or conflict with the interests of the MSBSD.

- 6.4 Resumes (one page suggested maximum per resume):
 - 6.4.1 Provide resumes for key personnel.
- 6.5 Cost: Cost proposal should be submitted in a separate sealed envelope within the larger sealed proposal. Cost proposal should include a lump sum annual fee and an estimate of annual reimbursable expenses.
- 6.6 Addendum Acknowledgement: Signed copy of each addendum issued for this Request for Proposal and Appendix 2 filled out.
- 6.7 Non-Collusion Certificate: See Appendix 3.
- 6.8 Evidence of Insurance: Provide Evidence of Insurance as required in the RFP documents and Appendix 4.
- 6.9 Licenses: Provide copies of Alaska Business License and all other licenses, certificates or permits required by City, Borough, State and Federal Law as applicable.
- 6.10 Vendor Paperwork: See Appendix 5.

7. AWARD OF CONTRACT

- 7.1 The MSBSD will recommend award of a contract to the Bidder with the highest score on the evaluation criteria outlined in Appendix 1, or the MSBSD may reject all responsive proposals if, in its judgment, the proposals are too costly.
- 7.2 Prior to award, the MSBSD reserves the right to negotiate with Bidders when such an approach is in the best interests of the MSBSD.
- 7.3 The MSBSD reserves the right to reject any and all proposals and to waive any minor informalities and/or irregularities in submittal of a proposal or award of the agreement and to request clarification of information from any Bidder. The MSBSD is not obligated to enter into a contract on the basis of any bid or proposal submitted in response to the Request for Proposal.
- 7.4 The MSBSD reserves the right to make awards within 90 calendar days from the date bids are due. Proposals must be firm for the 90-day period.

8. EVIDENCE OF QUALIFICATIONS

Upon request of the MSBSD, a Bidder whose proposal is under consideration for award shall promptly submit to the MSBSD the following:

- 8.1 Satisfactory evidence of financial resources and personnel.
- 8.2 Performance record in providing other projects of a similar nature.
- 8.3 Organization and equipment available for the performance of the Agreement.

9. PROPOSAL EVALUATION

- 9.1 An evaluation committee will be selected by the MSBSD to review the proposals.
- 9.2 The MSBSD Evaluation/Review Committee may elect to interview a select group from all proposals received, but is not required to do so.

- 9.3 Any Bidders selected for an interview may be expected to make a presentation followed by a question and answer period at the MSBSD main administrative office.
- 9.4 The MSBSD will select the proposal that reflects what is believed to be the best combination of price, experience, expertise, other cost factors, management capability and understanding of the needs of the MSBSD. Proposals will be evaluated per the criteria outlined in Appendix 1.

10. NEGOTIATIONS

Bidders are asked to provide their best offer to include pricing as part of the initial submittals. The MSBSD desires to enter into an agreement based on the initial submissions and Bidders should not rely on the negotiation process to modify their offers. However, the MSBSD may conduct negotiations in accordance with the following at their discretion.

- 10.1 With the Bidder who submits the most attractive proposal that is acceptable to the MSBSD;
- 10.2 With the Bidders who have submitted proposals that are within the established competitive range; or
- 10.3 With all Bidders.

Negotiations, if conducted, will occur after the opening date of the Request for Proposal and after evaluation by the Evaluation Committee. Bidders will 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 submission 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. Upon completion of negotiations, if any, the MSBSD may call for "best and final offers" at its discretion.

11. REQUEST FOR ADDITIONAL INFORMATION

- 11.1 Prior to the final selection, Bidders may be required to submit additional information, which the MSBSD may deem necessary to further evaluate the proposals.
- 11.2 The MSBSD reserves the right to make investigations of the qualifications of the Bidder as it deems appropriate, including but not limited to, a background investigation conducted by proper authorities.

12. PROTECTION OF EQUIPMENT AND PROPERTY

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

13. BIDDERS PERSONNEL REQUIREMENTS

The MSBSD may, by serving written notice, require the Contractor to promptly remove from the site of work any employee or worker the MSBSD deems incompetent, careless, or otherwise objectionable including, but not limited to, violation of MSBSD policies relating to alcohol, illegal drugs or firearms on MSBSD property.

14. MODIFICATIONS

The MSBSD may, from time to time, require modifications in the Scope of Services to be performed under this Agreement. However, it is expressly understood that this Agreement shall not under any circumstances be modified without written authorization from the MSBSD. All modifications in the terms of this Agreement shall be incorporated by written amendments to this Agreement executed by both parties.

15. INDEMNIFICATION

15.1 Any and all employees of the Bidder and other persons, while engaged in the performance of any work or services required by the Bidder under this agreement, shall not be considered employees of the MSBSD.

15.2 Any and all claims that might arise under the Worker's Compensation Act on behalf of the Bidder or other persons while engaged in the performance of the duties or services contemplated, and any and all claims that might be made by any third persons as a result of any act or failure to act shall be the Bidder's sole obligation and the Bidder shall indemnify the MSBSD and hold it harmless from any liability for any act or failure to act on the part of the Bidder.

15.3 The Bidder shall indemnify, defend, hold and save the MSBSD, its elected and appointed officers, agents and employees, harmless from liability of any nature or kind, including costs, expenses, and attorney fees for or on account of any and all legal actions or claims of any character resulting from injuries, death, economic loss, damages, violations of constitutions, statutes, ordinances, regulations, and other laws or any other kind of loss sustained by any person or property arising from the Bidder, or Bidder's attorneys, partners, officers, agents, employees, assigns and subcontractors performance of any awarded contract in any way whatsoever.

16. DRUG, TOBACCO, AND ALCOHOL-FREE WORKPLACE

The selected Bidder agrees to comply with the "Drug, Tobacco and Alcohol-Free Workplace" as stated in the MSBSD Policy Manual, BP #4020 adopted 8/21/95 and Revised 9/17/14. This policy states, in part: "In the interest of the health and safety of students and employees, it is a violation of this policy for students, staff, parents, visitors, contractors and all others to use, distribute or sell tobacco, any non FDA approved tobacco or nicotine delivery products or devices including but not limited to, cigarettes, cigars, dip, hookah pens, e-cigarettes, and dissolvable nicotine products on District premises, at school-sponsored activities on or off District premises and in District-owned, rented or leased vehicles."

17. CODE OF ETHICS

17.1 The selected Bidder shall comply with the MSBSD Code of Ethics as stated in the MSBSD Policy Manual, BP #4119.21, adopted on 8/21/95.

17.2 The selected Bidder shall comply with the MSBSD Restrictions on Sex Offenders on Campus as stated in the MSBSD Policy Manual, BP 3515.7 adopted 1/19/2011. This policy states, in part: To protect the morals, health, and safety of students, it is the policy of the district to deny entrance onto the premises of any district school or any building used for school activities to registered sex offenders or persons required to register under the sex offender registration act of whom the district has knowledge."

17.3 The selected Bidder shall take affirmative action to ensure that no Contractor, employee or subcontractor who will be working on MSBSD property has a criminal record of any conviction for child abuse or assault, be on the State of

Alaska or any State Sexual Offender Registry, or has any prior conviction for property theft or burglary. The MSBSD has the right to verify such records at any time during the life of the contract.

18. EQUAL EMPLOYMENT OPPORTUNITY

Bidders, in submitting bids, certify that if awarded a contract under this invitation, they will not discriminate against any employee or applicant for employment because of race, color, religion, gender, age, national or ethnic origin, disability, marital status, change in marital status, pregnancy, parenthood, or any other basis prohibited by Alaska State or Federal Laws. The contractor will take affirmative action to ensure non-discrimination. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous place, available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause.

19. OCCUPATIONAL SAFETY AND HEALTH WARRANTY

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

20. COMPLIANCE

20.1 The selected Bidder shall comply with all State, Federal and local laws, regulations or orders applicable to the purchase, manufacture, processing and delivery of the service.

20.2 General Conditions

20.2.1 General Statement

The following conditions shall be followed by the selected Bidder. These conditions shall be adhered to, relative to any project for which the selected Bidder provides services. The MSBSD reserves the right to delete or alter the following terms and conditions or to add additional terms and conditions at its discretion. The selected Bidder shall perform services and otherwise comply with all conditions as set forth in this Invitation to Bid including all attachments and appendices hereto and all additional requirements identified in the Bid.

20.2.2 Governing Laws

The agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Alaska.

20.2.3 Compliance with All Laws

The Bidder shall comply with all applicable laws, ordinances, executive orders and regulations of the federal, state, and local government, which may in any manner effect the performance of the agreement and all applicable MSBSD policies, rules and procedures.

20.2.4 Relationship of all Parties

It is expressly understood and agreed by the Bidder and the MSBSD that the Bidder's relationship to the MSBSD is that of an independent Contractor.

21. CONFLICT OF INTEREST

- 21.1 The Contracting party expressly represents that the contract is not contrary to MSBSD School Board Policy BP 2300 (Conflict of Interest) and that the contracting party has read and understands BP 2300. If this representation is false, the Superintendent may terminate the contract without regard to partial performance and in the event of such a termination the District will have no further liability or obligation to the contracting party.
- 21.2 Any employee and/or employee with immediate family members that may have a financial interest in the contract must file an annual BP 2300 Conflict of Interest Affidavit with MSBSD.
 - 21.2.1 The following definitions apply to this policy: Immediate family member means an employee's grandparent, parent, child, grandchild, brother, sister, spouse, child of a spouse, or regular member of the employee's household.
- 21.3 The policy does not apply to contracts with individual employees for the purpose of providing coaching or sponsorships to co-curricular or extra-curricular activities.

22. ASSIGNMENTS AND SUBCONTRACTORS

- 22.1 The Bidder shall not assign any interest in any agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the MSBSD. However, claims for money due or to become due to the Bidder from the MSBSD under any agreement may be assigned to a bank, trust company, or other financial institution or by court order without such approval. Notice of any such assignment or transfer shall be furnished promptly to the MSBSD.
- 22.2 Subcontractors may be used to perform work under the contract resulting from the RFP. If a Bidder intends to use subcontractors, the Bidder must identify, in its proposal, the name of the subcontractors, the specific tasks and portions of the work the subcontractors will perform, and the qualifications of the subcontractor. All subcontractors will be bound by the terms and conditions of the RFP and any resulting contract. Copies of any agreements or contracts that have been entered into between the Bidder and proposed subcontractors must be included in the proposal.
- 22.3 The Bidder shall ensure that any prospective subcontractors are appropriately licensed, insured and bonded and of sufficient high quality to meet all of the requirements of the RFP. If a proposal with subcontractors is selected, the Bidder must provide the following information concerning each prospective subcontractor within five (5) working days of the request notice by the MSBSD:
 - 22.3.1 The complete name and address of the subcontractor;
 - 22.3.2 The type of work the subcontractor will perform;
 - 22.3.3 The percentage of work the subcontractor will perform;
 - 22.3.4 Evidence, as required in the RFP, of the subcontractor's Alaska Business License and Insurance; and
 - 22.3.5 Written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by contract.

23. TERMINATION FOR CAUSE

23.1 If, through any cause, the Bidder shall fail to fulfill in a timely and proper manner their obligation under any agreement, or if the Bidder shall violate any of the covenants, agreements, or stipulations of any agreement, the MSBSD shall thereupon have the right to terminate such agreement by serving written notice to the Bidder of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination.

23.2 In the event that it becomes necessary to cancel the agreement awarded as a result of this RFP, due to non-compliance or unsatisfactory performance of the Bidder, regardless of the circumstances or time remaining on the agreement, the Bidder will be responsible for any and all expenses incurred by the MSBSD. These expenses can include, but not be limited to, cost of locating interim services, cost of re-issuing a RFP, and any additional cost to the MSBSD by the new Bidder greater than the current agreement.

24. TERMINATION FOR CONVENIENCE OF THE MSBSD

24.1 The MSBSD may terminate any awarded agreement at any time by serving written notice to the Bidder of such termination and specifying the effective date of such termination at least 30 days prior to the effective date of termination.

24.2 Upon termination of any awarded agreement, the MSBSD shall pay the Bidder any payments due at that time.

25. PUBLIC RECORDS CLAUSE

This Request for Proposal and the resulting proposals received, together with copies of all documents pertaining to the award of a contract, will be kept by the Purchasing Department and made a part of the record which will be open to public inspection, unless restricted by the Bidder and/or School Board Policy, once the Notice of Intent to Award has been issued. If a proposal contains any information which is proprietary or confidential, each page of the proposal must be clearly marked; such information will be kept confidential and will not be released to the public. The bid tabulation sheet shall be open to public inspection as soon as practicable after the Notice of Intent to Award has been issued.

26. FEDERAL EXCISE TAXES

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

27. INSURANCE

It is specifically agreed between the parties executing any agreement that it is not intended by any of the provisions of any agreement to create in the public or any member thereof a third-party benefit hereunder, or to authorize anyone not a party to any agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of any agreement. The successful Bidder shall procure and maintain minimum insurance requirements and shall provide all required documentation as per attached Appendix 4 to the MSBSD upon award of any agreement. Failure to furnish proper evidence of insurance, or the lapse of insurance required under the provisions of the agreement, may be grounds for termination.

27.1 The duties required under this subsection shall survive the termination or expiration of this agreement.

It is highly recommended that Bidders confer with their respective insurance companies or brokers to determine if their insurance program complies with the MSBSD's insurance requirements, as per attached Appendix 4.

28. LICENSES

All individuals or businesses conducting business within the State of Alaska and within the Mat-Su Borough are hereby advised that they must obtain both a State of Alaska and a Mat-Su Borough business license. For information on how to obtain the appropriate business license or see if any exemptions may apply, please visit the following websites.

28.1 State of Alaska:

<https://www.commerce.alaska.gov/web/cbpl/BusinessLicensing/BusinessLicensingFormsFees.aspx>

28.2 Mat-Su Borough: <http://www.matsugov.us/business-licenses>

29. INVOICES AND METHOD OF PAYMENT

Billings for services must be verified by a responsible representative of the MSBSD before payment can be made. Payments shall be made to the Contractor within thirty (30) calendar days after the MSBSD receives and approves a written Request for Payment or Invoice from the Contractor. The Contractor's Request for Payment or Invoice may be submitted to the Matanuska-Susitna Borough School District, Attn: Accounting Department, 501 N. Gulkana Street, Palmer, AK 99645, or invoices can be emailed to accounting@matsuk12.us.

30. REQUEST FOR PROPOSALS

30.1 Signed proposals **MUST** be in the office of the Purchasing Department of the Matanuska-Susitna Borough School District on or before: 2:00 P.M., Palmer Alaska Time, December 9, 2016.

30.2 It is the responsibility of all Bidders to ensure that his/her proposal and subsequent addendums, if any, are in the office of the Purchasing Agent prior to the time of the scheduled RFP opening. Proposals **MUST** be in **SEALED** envelopes clearly marked as follows:

Bid Number: RFP #B17-14

Bid Title: Lobbyist Services for the MSBSD

Due: December 9, 2016 @ 2:00 pm

30.3 Bidders are cautioned that mailed proposals, which arrive after the time of the scheduled opening, will not be opened or considered. Bidders are further cautioned not to rely upon the U.S. Postal system or any other second party for timely delivery of their proposal. It is the Bidders sole responsibility to ensure that their proposal and/or addenda are in the physical possession of the Purchasing Department prior to the scheduled time for the opening of proposals.

30.4 All proposals shall be submitted on the attached forms in the spaces indicated and must comply with these instructions. The proposal must be completed and signed by an authorized representative of the firm submitting the proposal.

30.5 No MSBSD employee or agent shall make any oral change in the RFP documents or make any oral interpretation which may affect the substance of the RFP documents.

- 30.6 The MSBSD will not accept proposals via facsimile machine or e-mail.
- 30.7 The MSBSD reserves the right to make award within a 90 calendar day award period from the date the proposals are opened. Proposals submitted must be firm for the award period and the contracted service period.
- 30.8 The MSBSD reserves the right to accept or reject any or all proposals, consider alternates, and further reserves the right to waive minor informalities in procedures.

31. WITHDRAWAL FROM CONSIDERATION

Proposals may be withdrawn upon written request delivered to the MSBSD Purchasing Department prior to the time specified for submittal of proposals. However, no Bidder shall withdraw or cancel his/her proposal for a period of ninety (90) days after said advertised closing time for the receipt of proposals, nor shall the selected Bidder withdraw, cancel or modify their proposal after having been notified by the Purchasing Department that said proposal has been accepted by the MSBSD.

32. AVAILABILITY OF FUNDS

- 32.1 The MSBSD reserves the right, at its sole discretion, to cancel this Request for Proposal or any part thereof, at any time, prior to the award of contracts issued under this Request for Proposal.
- 32.2 Award is contingent upon the availability of funds.

33. CONTRACT

- 33.1 The Contract between the MSBSD and the Bidder shall consist of (1) the Request for Proposal and any attachments and/or amendments thereto, (2) the proposal submitted by the Contractor in response to the Request for Proposal, and (3) the actual written agreement or contract. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the RFP Documents shall govern.
- 33.2 The MSBSD reserves the right to clarify any contractual relationship in writing with the concurrence of the vendor. Such written clarification shall govern in case of conflict with the applicable requirements stated in the Request for Proposal or the vendor's proposal. In all other matters not affected by the written clarification, if any, the RFP shall govern.
- 33.3 Services are expected to begin January 1, 2017. The term of any contract resulting from this solicitation shall be for a one (1) year period beginning January 1, 2017 through December 31, 2018. The MSBSD reserves the right to renew the contract for four (4) additional one (1) year terms, upon mutual written agreement between the MSBSD and the Contractor. The MSBSD may exercise this option by giving written notice to the contractor prior to the expiration of the then-existing term, if it is found to be in the MSBSD's best interest.

34. PROTEST OF AWARD

The MSBSD has a process in place for any apparent unsuccessful Bidder to submit a written protest. MSBSD AR 3311 reads as follows.

- 34.1 An apparently unsuccessful Bidder may request a review of the bid award within three days of the Purchasing Department's determination of the

apparent successful bid. For the purposes of this bid, any unsuccessful Bidder will have three business days to file a protest.

- 34.2 The request for review must be made in writing and should be delivered to the same location as the original bid.
- 34.3 Upon receipt of the request for review, the Purchasing Department shall schedule a conference to include the apparent successful Bidder, the Bidder filing the protest, the Director of Finance as well as a representative of the Purchasing Department. At such time the Bidder making protest can express his concerns with said award.
- 34.4 Following the conference, the Director of Finance will send the district's opinion on proper bid award to all involved parties.
- 34.5 The involved parties will be notified of the next Board meeting, at which time the bid award will be considered.
- 34.6 All protested bid awards will be made following final determination of the Board.

**MATANUSKA-SUSITNA BOROUGH SCHOOL DISTRICT
PURCHASING DEPARTMENT
690 COPE INDUSTRIAL WAY
PALMER, AK 99645**

**LOBBYIST SERVICES
FOR THE MATANUSKA-SUSITNA BOROUGH SCHOOL DISTRICT
RFP #B17-14**

SCOPE OF SERVICES

1. SCOPE

The Matanuska-Susitna Borough School District (MSBSD) is seeking proposals from qualified individuals or firms who can provide lobbying and legislative services at the state level as stated within these documents.

2. BACKGROUND

Ranging in enrollment from 20 students to more than 1,500 students, we educate 18,800+ students at 47 school sites from Glacier View to Trapper Creek. We also support administrative services including but not limited to Facilities, Transportation, Purchasing and Warehouse, Nutrition Services, and Central Office administration.

MSBSD schools include 22 elementary schools, 5 middle schools, 9 high schools, 5 non-traditional schools, and 6 charter schools.

3. SPECIFIC REQUIREMENTS / ABILITIES

- 3.1 Proposers must be familiar with the needs of a School District which can include, but not be limited to coordination of or with:
 - 3.1.1 Student needs
 - 3.1.2 Special Education issues
 - 3.1.3 Correspondence / Home School Programs
 - 3.1.4 New school needs
 - 3.1.5 Charter Schools
 - 3.1.6 Student Transportation issues
 - 3.1.7 National School Lunch Program
 - 3.1.8 Maintenance / Building upkeep
 - 3.1.9 Capital Projects
 - 3.1.10 Energy issues
 - 3.1.11 Public employment issues related to but not limited to the following:
employee health care, workers' compensation, Teacher Retirement System (TRS) and Public Employee Retirement System (PERS)
 - 3.1.12 Foundation funding
 - 3.1.13 Governor's Office
 - 3.1.14 Alaska school law and relevant administrative code
- 3.2 Proposers must have a proven ability to work with elected officials in all areas of local and state government with the ability to maintain relationships with various governmental and non-governmental organizations associated in the legislative process. Proposer must be able to follow general and local elections.
- 3.3 Proposers must have a thorough understanding of:
 - 3.3.1 Legislative process, administrative rules and procedures.
 - 3.3.2 Local, State and Federal government issues (MSB & MSBSD).

- 3.4 Proposers must be able to build a legislative agenda, develop positions on relevant legislation as appropriate and coordinate with the local School Board and Borough Assembly.
- 3.5 Proposers must be able to draft:
 - 3.5.1 Legislation and amendments.
 - 3.5.2 Letters and talking points on legislation
- 3.6 Proposers must be prepared to testify on behalf of the MSBSD and the MSB and to assist in the rehearsal of presentations by other individuals. Proposer must be able to identify when MSBSD staff and others need to testify in person, in writing, etc. at various hearings.
- 3.7 Proposers must be prepared to lobby for an increase in funding to the MSBSD which can include, but not be limited to:
 - 3.7.1 Foundation Formula Funding.
 - 3.7.2 An increase in Student Transportation funding.
 - 3.7.3 Support from the State to pay for Student Lunch Program.
 - 3.7.4 Additional funding for Department of Education Capital Projects List (K-12) and/or reinstatement of the School Bond Debt Reimbursement Program.
 - 3.7.5 Encourage support for Grant to Recipient Program (Legislative Grants).
 - 3.7.6 Support for technology funding.
- 3.8 Proposers must work with Legislators to pass projects that have a direct benefit for students:
 - 3.8.1 Identify and lobby for passage of bills that benefit the MSBSD.
 - 3.8.2 Identify and lobby against bills and amendments contrary to the MSBSD's Vision, Mission, Belief, Values and Goals.
- 3.9 Proposers must provide the following reports and briefings:
 - 3.9.1 Proposer will be required to provide weekly written briefs on key issues and legislative committee activity during the legislative session.
 - 3.9.2 Proposer must be able to provide briefings in person when requested.

4. CONTRACT MANAGEMENT

At the commencement of the resulting contract, the MSBSD and the successful Proposer shall each designate a project manager. Such persons shall be the respective party's single point of contact for purposes of management of the contract. The Proposer's project manager shall assume responsibility for the coordination of all contract issues under the contract.

5. SUBCONTRACTORS

- 5.1 Subcontractors may be used to perform work under the contract resulting from the RFP. If a Proposer intends to use subcontractors, the Proposer must identify, in its proposal, the name of the subcontractors, the specific tasks and portions of the work the subcontractors will perform, and the qualifications of the subcontractor. All subcontractors will be bound by the terms and conditions of the RFP and any resulting contract. Copies of any agreements that have been entered into between a Proposer and proposed subcontractors must be included in the proposal.
- 5.2 The Proposer shall ensure that any prospective subcontractors are appropriately licensed, insured and bonded and of sufficient high quality to

meet all of the requirements of the RFP. If a proposal with subcontractors is selected, the Proposer must provide the following information concerning each prospective subcontractor within five (5) working days of the request notice by the MSBSD:

- 5.2.1 The complete name and address of the subcontractor;
- 5.2.2 The type of work the subcontractor will perform;
- 5.2.3 The percentage of work the subcontractor will perform;
- 5.2.4 Evidence, as required in the RFP, of the subcontractors Alaska Business License and Insurance; and
- 5.2.5 Written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by contract.

6. CONTRACTOR PERSONNEL

The personnel identified or described in the Proposer's proposal shall perform the services provided for the MSBSD under any resulting contract. The Proposer agrees that any personnel substituted during the term of the contract must be able to conduct the required work to industry standards and be equally or better qualified than the personnel originally assigned. The MSBSD reserves the right to approve personnel assigned to work under the contract, and any changes or substitutions to such personnel. The MSBSD's approval of a substitution will not be unreasonably withheld. Any such approval or disapproval shall not relieve the Proposer from its obligations under the contract. In the event that personnel become unavailable, it will be the Proposer's responsibility to provide an equally qualified replacement in time to avoid delays to the work.

7. MEETINGS AND NOTIFICATIONS

7.1 Technical or Contractual Problems

The Proposer will be required to meet with the MSBSD's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the contract, at no additional cost to the MSBSD. Meetings will occur as problems arise and will be coordinated by the MSBSD. Failure to participate in problem resolution meetings or failure to make a good faith effort to resolve problems may result in termination of the contract.

7.2 Progress Meetings

During the term of the contract, the MSBSD's project manager will plan and schedule Project Status Meetings with the successful Proposer to discuss the progress made by the Proposer and the MSBSD in the performance of their respective obligations under the contract. Project managers for all joint consultants or subconsultants who are then performing work on the project or whose work affects the status of the project shall participate in person or by telephone conferencing in the Project Status Meeting. At each such meeting, the successful Proposer shall provide the MSBSD with a written status report that identifies project status including all work completed and milestones completed, issue tracking/resolution including projected schedule to resolve issues, change management, any problem or circumstance encountered by Proposer, or of which Proposer gained knowledge during the period since the last such status report, which may prevent Proposer from completing any of its obligations as required or that may generate charges in excess of those previously agreed to by the parties. The successful Proposer shall identify the amount of excess charges, if any, and the cause of any identified problem or circumstance and the steps taken to remedy the same. Either party also may request additional Progress Status meetings. Upon two (2) business days' prior telephone, email, or written notice from a party, the other party shall

use good faith efforts to make itself available for any meetings during business hours reasonably requested by the other party. The successful Proposer's joint consultants and subconsultants shall make good faith efforts to attend such meetings if requested by the MSBSD.

7.3 Failure to Notify

In the event successful Proposer fails to specify in writing any problem or circumstance with respect to the period during the term covered by Proposer's status report, it shall be conclusively presumed for purposes of the resulting contract that no such problem or circumstance arose during such period, and the Proposer shall not be entitled to rely upon such problem or circumstance as a purported justification for either claiming it is entitled to receive any amount (including without limitation damages or additional charges arising out of a breach by the MSBSD of any MSBSD obligation) with respect to any of Proposer's obligations under the contract in excess of those previously agreed to; or failing to complete any of Proposer's obligations. Submission by the successful Proposer of the status reports shall not alter, amend or modify the Proposer's or the MSBSD's rights or obligations pursuant to any provision of the resulting contract.

7.4 MSBSD's Failure or Delay

For a problem or circumstance identified in the Proposer's status report, which the Proposer claims was the result of the MSBSD's failure or delay in discharging any MSBSD obligation, the MSBSD shall review and determine if such problem or circumstance was in fact the result of such alleged failure or delay. If the MSBSD agrees as to the cause of such problem or circumstance, then the parties shall extend any deadlines or due dates affected thereby, and provide for any additional charges by the Proposer. If the MSBSD does not agree as to the cause of such problem or circumstance, the parties shall each attempt to resolve the problem or circumstance in a manner satisfactory to both parties.

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**LOBBYIST SERVICES
FOT THE MATANUSKA-SUSITNA BOROUGH SCHOOL DISTRICT
RFP #B17-14**

APPENDIX 1, EVALUATION CRITERIA

1. GENERAL

An evaluation committee will be selected by the Matanuska-Susitna Borough School District (MSBSD) to review the proposals. The MSBSD Administration may negotiate per Instructions to Bidders, Section 10, Negotiations.

2. NARRATIVE PROPOSAL SCORING

The total score of all criteria combined will dictate the ranking of proposals. Each proposal will be evaluated based on the criteria provided below.

1.0 - 0.9	Outstanding
0.8 - 0.7	Excellent
0.6 - 0.5	Good
0.3 - 0.4	Fair
0.2 - 0.1	Poor
0.0	Unsatisfactory

The maximum weight (score) for each criterion is provided in the rubric below. The evaluation system is based on a maximum score of 100 points. Calculated points will be rounded to the nearest tenth of a point.

EXAMPLE: Firm A receives a score of 0.6 (Good) on the Form and Content criterion. Firm A's weighted score for that item would be:

10 points maximum x 0.6 score = 6 points

In evaluating proposals, factors such as overall experience relative to the proposed contract, quality of work, control of cost, and ability to meet schedules may be considered. Evaluators may also contact listed references or other persons with knowledge of a proposer's past performance in order to make determinations.

3. COST PROPOSAL SCORING

In addition to a narrative proposal, the prospective contractor shall prepare a cost proposal for the work to be performed. The cost proposal should be submitted in a separate sealed envelope. Cost proposals shall be scored using the following formula, which assigns the full point value to the least-cost proposal:

Maximum points available x (Lowest Price Received / Proposer's Price)

EXAMPLE: Firm A proposes \$60,000; Firm B proposes \$75,000; and Firm C proposes \$80,000.

Firm A: (30 points maximum x (\$60,000/\$60,000)) = 30 points

Firm B: (30 points maximum x (\$60,000/\$75,000)) = 24 points

Firm C: (30 points maximum x (\$60,000/\$80,000)) = 22.5 points

3. EVALUATION CRITERIA

All evaluation phases will be based on the following criteria and point system:

EVALUATION CRITERIA	MAXIMUM POINTS	SCORE	WEIGHTED SCORE
FORM AND CONTENT			
This criterion reflects the extent to which the proposal is well organized, is void of material that is neither required nor desired, does not exceed the suggested maximum number of pages, and includes the requested copies of the proposal.	10		
INTRODUCTION AND EXECUTIVE SUMMARY			
This criterion reflects the extent to which the proposal addresses the services and activities the firm proposes to provide, including the overall approach to the tasks described in the scope of service.	10		
This criterion reflects the extent to which the proposal addresses the appropriate assignment of work within the firm's work team and with any proposed joint consultant or sub-consultant arrangements, including the overall approach to managing resources and project output.	10		
FIRM QUALIFICATIONS			
The firm must understand the purpose and requirements of the MSBSD's lobbying efforts. (Demonstrate this qualification by describing what the respondent believes is the purpose and requirements of the MSBSD's lobbying efforts, including the approach to be followed and the tasks to be performed with a discussion of the detailed steps and resources and time required.)	10		
The firm must have extensive experience in legislative affairs at the state level. (Demonstrate this qualification by describing the respondent's experience in legislative affairs and the extent to which the respondent has worked with state agencies, the Office of the Governor, and members of the State House of Representatives and the State Senate.)	10		
The firm must have experience in performing work for other governmental agencies. (Demonstrate this qualification by listing the represented agencies and providing references that include the time the firm was engaged and the accomplishment for each.)	10		
The firm must refrain from creating any impropriety or conflict of interest or any appearance of impropriety or conflict of interest in the representation of MSBSD. (Demonstrate this qualification by providing a list and discussion summary of clients represented by your firm whose interests may either coincide or conflict with the interests of the MSBSD.)	10		
COST PROPOSAL	30		
TOTAL SCORE			

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APPENDIX 2. ADDENDUM ACKNOWLEDGEMENT

Please indicate each Addendum received and sign to acknowledge receipt. Return this form and a signed copy of each Addendum issued with your proposal packet. Failure to acknowledge receipt of addenda may result in a determination of your proposal as non-responsive. If no Addendums have been issued, please indicate "NONE" below.

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

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APPENDIX 3, NON-COLLUSION CERTIFICATE

The Bidder certifies that:

1. The prices in this offer have been arrived at independently and neither the Bidder, or any representatives of the Bidder, has in any way colluded, conspired, connived or agreed, directly, or indirectly, with any other bidder, firm or person relating to:
 - 1.1 Those prices
 - 1.2 The intention to submit an offer, or
 - 1.3 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 Bidder, directly or indirectly, to any other Bidder or competitor before contract award unless otherwise required by law, and
3. No attempt has been made or will be made by the Bidder to induce and other concern to submit or not to submit an offer for the purpose of restricting competition.

Signature

Printed Name

Title

Business Name

Date

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Insurance Requirements for Contractors: Appendix 4

It is highly recommended that Contractors confer with their respective insurance companies or brokers to determine if their insurance program complies with the Matanuska-Susitna Borough School District's (MSBSD) insurance requirements.

The Contractor shall procure and maintain in force at all times during the term of this agreement, and at its own cost, the following insurance policies required hereunder. Failure to furnish proper evidence of insurance, or the lapse of insurance required under the provisions of the contract, may be grounds for termination.

The insurance companies shall be rated no less than A-7 by AM Best rating service. MSBSD reserves the right to review and revise any of the following insurance requirements, based on insurance market conditions, availability or affordability of coverage, or changes within the scope of work that applies to this contract. In addition, the MSBSD reserves the right to reject any insurance policies that fail to meet the criteria listed within this section, or insurance carriers that are in poor financial condition or become in poor financial condition during the term of this contract.

The Policies of insurance required shall include the following:

1. Workers Compensation Insurance: Worker's Compensation Insurance in compliance with the laws of the State of Alaska and any other coverage that may apply where the Work is performed covering all employees engaged in the performance of the Work specified in this agreement and any project hereunder.
2. Commercial General Liability Insurance: The Contractors and Sub-Contractors shall procure and maintain during the life of this agreement, Commercial General Liability Insurance on a "Per Occurrence" basis with limits of liability not less than \$1,000,000.00 combined single limit Bodily Injury & Property Damage, \$1,000,000.00 Personal Injury, \$1,000,000.00 aggregate. Coverage shall include the following extensions: A) Contractual Liability; and B) Products and Completed Operations.
3. Business Automobile/Motor Vehicle Liability: The Contractors and Sub-Contractors shall procure and maintain during the life of this agreement, Motor Vehicle Liability Insurance with limits of liability of not less than \$1,000,000.00 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
4. Additional Insured: The following shall be listed as an Additional Insured on each policy listed except Workers' Compensation and Professional Liability, Errors & Omissions: the Matanuska-Susitna Borough School District including all agents, assigns, subsidiaries, subcontractors, employees, and volunteers of the MSBSD.

5. Indemnification and Hold Harmless: The Contractors and Sub-Contractors agree to defend, pay on behalf of, indemnify and save harmless the MSBSD, its agents, assigns, subcontractors, employees, and volunteers, against any and all claims, demands, suits, loss, costs and expenses, including attorney's fees, arising from any acts, omission or negligence, injury to person or damage to or loss of property, including loss of use, and for any damages which may be asserted, claimed or recovered against the MSBSD, which arises out of, is in any way connected or associated with, or as a result of this agreement, excepting those arising out of the sole negligence of the MSBSD.
6. Cancellation Notice: All insurance policies, as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal shall be sent to: Matanuska-Susitna Borough School District, Attn: Purchasing Department, 690 Cope Industrial Way, Palmer, AK 99645."
7. Waiver of Subrogation: The insurer shall agree to waive all rights of subrogation against the District, its Administrator, officers, officials, employees and volunteers for losses arising from work performed by the Contractor or any of its subcontractors for the District.
8. Certificates of Insurance: The Contractors and Sub-Contractors shall provide the MSBSD two (2) Certificates of Insurance and/or copies of policies acceptable to the MSBSD for the coverage's listed herein at the time the agreements are returned for execution.
9. Continuation of Coverage: If any of the above coverage expires during the term of this agreement, the Contractors and Sub-Contractors shall deliver renewal certificates of insurance and/or policies to the MSBSD at least ten (10) days prior to the expiration date.

The duties required under this subsection shall survive the termination or expiration of this agreement.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see Instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



PURCHASING DEPARTMENT
690 COPE INDUSTRIAL WAY
PALMER, ALASKA 99645
Phone: 907-861-5120 • Fax: 907-861-5184

 Originating Site/Department

 Contact Name

 Phone Number

VENDOR APPROVAL FORM FOR SERVICES, MATERIALS AND/OR EQUIPMENT

Please check one New Vendor Change

PLEASE NOTE: A W-9 MUST BE ATTACHED WITH THIS FORM OR APPROVAL WILL BE DENIED.

Thank you for your interest in doing business with the Mat-Su Borough School District. Please complete the following form in its entirety. Any applicable brochures, catalogs, and/or documents can be attached to this form.

Vendor Legal Name _____ EIN or SSN _____

Vendor Operating Name (DBA) _____

Vendor Mailing Address _____

City _____ State _____ Zip Code _____

Vendor Remit to Address _____

City _____ State _____ Zip Code _____

Contact Name _____ Phone Number _____ Fax Number _____

Email Address _____ Web Site Address _____

Description of services, materials and/or equipment to be provided

Shipping Instructions to Alaska

Please answer the following questions:

1. Do you accept purchase orders? Yes No
2. Preferred method of receipt of PO's? Fax Mail Email
3. Preferred method of payment? Check EFT
4. Do you provide services to the public? Yes No
5. Do you have a current Business License? Yes No License #: _____ State: _____
6. Do you have a State of Alaska Business License? Yes No License #: _____
7. Do you have a Mat-Su Business License? Yes No License #: _____
8. Are you currently an employee of the MSBSD? Yes No If yes, stop. Complete Conflict of Interest Affidavit.
9. Are you related to an MSBSD employee? Yes No If yes, stop. MSBSD employee should complete Conflict of Interest Affidavit.
10. Do you have any employees? Yes No If yes, do you carry worker's compensation insurance? Yes No
11. How long have you been in business providing the types of services you want to provide to the MSBSD? _____
12. Can you provide 3 references of individuals and/or companies you have provided services to in the past upon request? Yes No

 Authorized agent signature (Required) Printed Name/Title Date

PURCHASING DEPARTMENT USE ONLY

Approved By: _____ Vendor #: _____ Requested By: _____

W-9 Attached? Yes No Pre-Pay? Yes No Sent to Accounting: _____

Denied By: _____ Reason for Denial: _____

Alternate Vendor #: _____ Alternate Vendor Name: _____