

**BID #B24-01**

**PETROLEUM PRODUCTS FOR THE MSBSD**

Due Date and Time:  at

Enclosed:

Bid  
Documents  
and  
Affidavit

Matanuska-Susitna Borough School District

Purchasing Department  
690 Cope Industrial Way  
Palmer, AK 99645

P: (907) 861-5120 || F: (907) 861-5184  
[bids@matsuk12.us](mailto:bids@matsuk12.us)  
[www.matsuk12.us/bids](http://www.matsuk12.us/bids)

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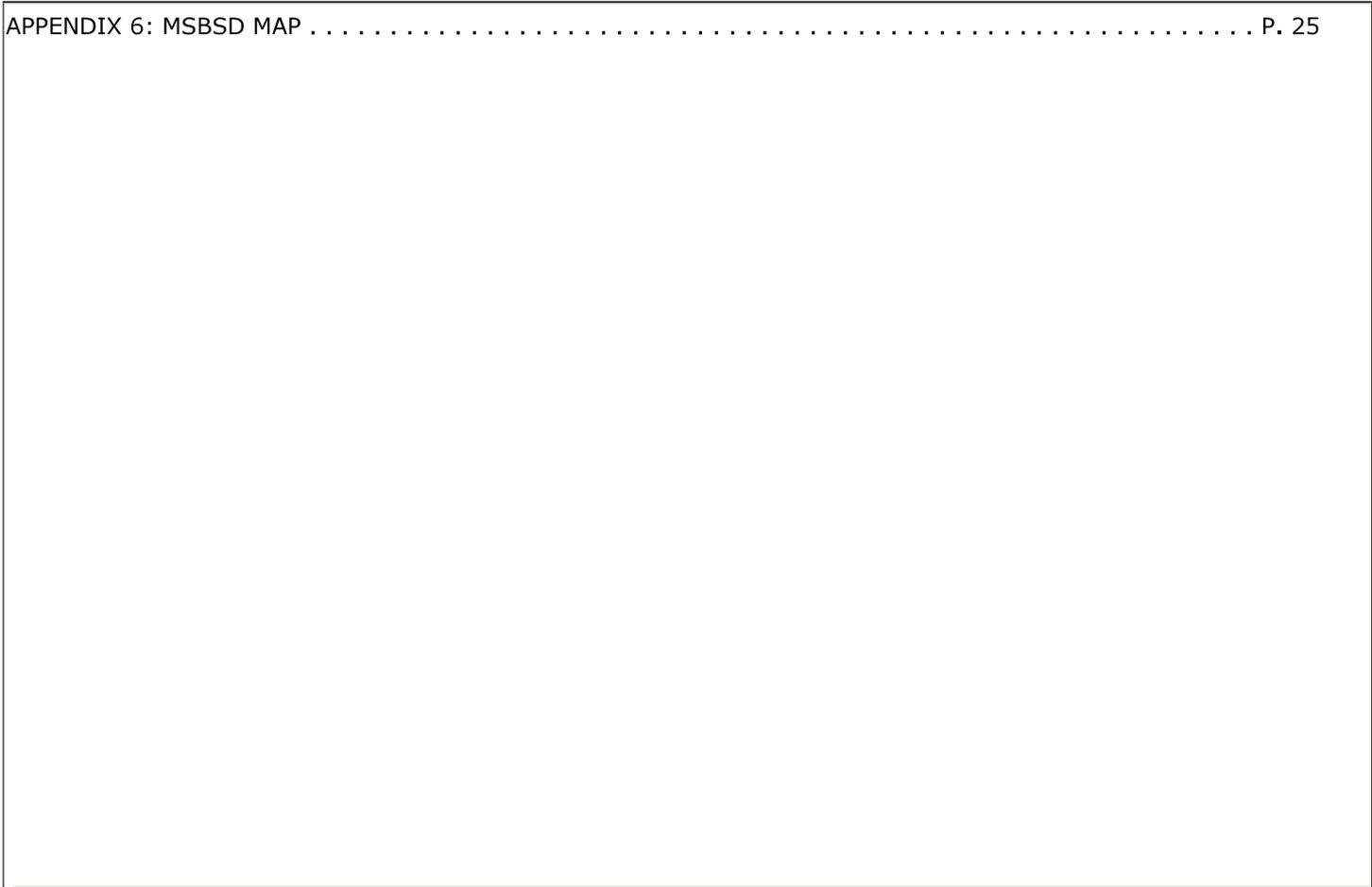
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**ADVERTISEMENT**

	DATE OF ADVERTISEMENT
Frontiersman	August 18 and 20, 2023
Anchorage Daily News	August 18 and 20, 2023

Type of Ad: Classified / Public Notice

The material herein must be printed in its entirety on the dates shown above. Affidavit of publication is required prior to payment.

**Matanuska-Susitna Borough School District Bid**

BID #B24-01

PETROLEUM PRODUCTS FOR THE MSBSD

Notice is hereby given that the Matanuska-Susitna Borough School District (MSBSD) will consider bids from qualified individuals and firms for the provision of:

PETROLEUM PRODUCTS FOR THE MSBSD

Bids are due on or before September 11, 2023 at 2:00 p.m. Palmer, Alaska time. Sealed bids must be submitted and received by the MSBSD Purchasing Department, 690 Cope Industrial Way, Palmer, AK 99645, on or before said date and time designated for receipt of bids. All bids must be marked " BID #B24-01 ."

Bid documents can be viewed on the MSBSD website at [www.matsuk12.us/bids](http://www.matsuk12.us/bids) and are also available at the MSBSD Purchasing Department, 690 Cope Industrial Way, Palmer, AK 99645. For more information, call (907) 861-5120.

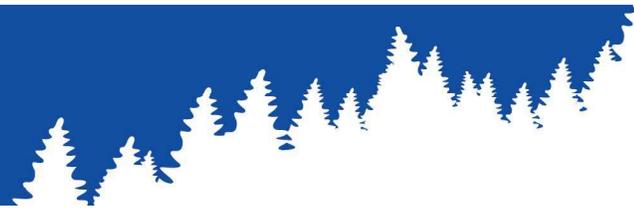
The MSBSD reserves the right to accept or reject any or all bids and waive any minor technicalities, informalities, and/or irregularities as it deems appropriate.

8/10/23	Requested By:	Angie Meena	Approved By:	Beth Munson
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PETROLEUM PRODUCTS FOR THE MSBSD

BID #B24-01





**PETROLEUM PRODUCTS FOR THE MSBSD**

**BID #B24-01**

**INVITATION TO BID**

THIS IS NOT A PURCHASE ORDER

The Matanuska-Susitna Borough School District (MSBSD) is requesting bids from qualified bidders to provide

**PETROLEUM PRODUCTS FOR THE MSBSD**

as specific herein.

Bids will be accepted until  at

Questions will be accepted until  at

**BIDDER USE ONLY**

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

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Telephone Number Fax Number

\_\_\_\_\_  
State of Alaska Business License Number Matanuska-Susitna Borough Business License Number

\_\_\_\_\_  
Authorized Signature Printed Name Date

**PETROLEUM PRODUCTS FOR THE MSBSD**

**BID #B24-01**



# INSTRUCTIONS TO BIDDERS

## **1. GENERAL INFORMATION:**

The Matanuska-Susitna Borough School District (MSBSD) is soliciting bids from qualified bidders to provide the scope of services as specified in Attachment A, Scope of Services. Copies of the bid documents can be viewed in the Purchasing section of the MSBSD website at [www.matsuk12.us/bids](http://www.matsuk12.us/bids) and can be obtained in the Purchasing Department at 690 Cope Industrial Way, Palmer, Alaska 99645 or by calling (907) 861-5120. Office hours are 7:00am - 4:30pm, Monday through Friday.

Bids must be fully executed, signed by each bidder, and enclosed in a sealed envelope with the bidder's name, address, and phone number clearly indicated on the outside, as per Section 8 of this Instructions to Bidders. Bids must be submitted to the MSBSD Purchasing Department at 690 Cope Industrial Way, Palmer, Alaska 99645. Signed bids must be in the office of the MSBSD Purchasing Department on or before the date and time designated for receipt of bids. **The MSBSD will not accept or consider bids that are oral, telephonic, telegraphic, faxed, e-mailed, or otherwise electronically transmitted.**

## **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 Invitation to Bid, any and all attachments and appendices, any and all addenda, and the bidder's response and acceptance by the MSBSD. A contract may be issued upon award of this bid.

## **3. PRE-BID CONFERENCE:**

A pre-bid conference will not be held for this scope.

## **4. EXAMINATION OF BID DOCUMENTS:**

A. Bidders shall carefully examine the bid documents before submitting a bid. The submission of a bid 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 as to the requirements and accuracy of the bid documents.

B. 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 bid, unless such understanding or representations are expressly stated in the bid documents or addenda.

C. Bidders shall include in their bid sums sufficient to cover all items and services required by the bid documents, and shall rely entirely upon their own examination in making their bid. The submission of a bid shall be taken as prima facie evidence of compliance with this paragraph.

## **5. INTERPRETATION OR CORRECTION OF BID DOCUMENTS:**

Bidders shall notify the Purchasing Department promptly of any error, omission, or inconsistency that may be discovered during examination of the bid documents. Requests from bidders for interpretation or clarification of the bid documents shall be made in writing to the Purchasing Department by

August 29, 2023 at 4:00 p.m. Palmer, Alaska time.

Any questions received after this date and time will not be answered. Questions should reference the applicable bid number and title and can be submitted by mail, fax, or e-mail to the following:

Mail: MSBSD Purchasing Department; 690 Cope Industrial Way; Palmer, AK 99645  
Fax: MSBSD Purchasing Department; (907) 861-5184  
E-mail: [bids@matsuk12.us](mailto:bids@matsuk12.us)

PETROLEUM PRODUCTS FOR THE MSBSD

BID #B24-01



**5. INTERPRETATION OR CORRECTION OF BID DOCUMENTS (CONT.):**

Interpretations, corrections, responses to questions, and changes of the Bid Documents will be made by addenda. Interpretations, corrections, responses to questions, and changes of the Bid Documents made in any other manner will not be binding on the MSBSD and bidders shall not rely on them. 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 fax machine and U.S. mail. All addenda will also be posted in the Purchasing section of the MSBSD website at [www.matsuk12.us/bids](http://www.matsuk12.us/bids). **All addenda must be acknowledged in the space provided on Appendix 1 or the bid may be deemed non-responsive.**

**6. PREPARATION AND SUBMISSION OF BIDS:**

A. Each bid must be signed in longhand by the bidder with their usual signature. Bids 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. Bids submitted by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation, and 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.

B. Bids shall be submitted on the forms furnished and must be manually signed. Bids must be submitted in a sealed envelope and addressed as indicated in Section 8 of this Instructions to Bidders.

C. Bids shall specify a price, typed or written in ink, for each bid item called for. Bids may be rejected if they show an omissions, alteration of the forms, additions not called for, conditional or alternate bids not called for, qualified bids, or irregularities of any kind.

D. Bidders shall bear all costs directly or indirectly related to preparing a bid, preparing presentations or supplements, and/or clarifying a bid as may be required by the MSBSD in response to this solicitation.

**7. SUBMITTAL REQUIREMENTS:**

All of the following must be included with the bid or the bid may be considered non-responsive and be rejected:

A. Invitation to Bid signature page, signed by responsible party.

B. Bid Form, fully executed and signed.

C. Appendix 1, Addendum Acknowledgement, fully executed and signed.

D. Appendix 2, Non-Collusion Certificate, fully executed and signed.

E. Evidence of Insurance, as required in the Invitation to Bid and Appendix 3, will be required prior to an award to the successful bidder.

F. Appendix 4, Vendor Paperwork, fully executed.

G. Appendix 5, Proposed Subcontractors and Suppliers List, fully executed (if applicable)

H. Copies of Alaska Business License and all other licenses, certificates, or permits required by city, borough, state, and federal law as applicable.

I. Any additional submittal requirements per Attachment A: Scope of Services.

**8. BIDS:**

A. Signed bids **MUST** be in the MSBSD Purchasing Department office on or before

September 11, 2023 at 2:00 p.m. Palmer, Alaska time.

B. It is the responsibility of all bidders to ensure that their bids and associated documents are in the office of the Purchasing Department prior to the date and time designated for receipt of bids. Bids **MUST** be in **SEALED** envelopes clearly marked as follows:

Bid Number: BID #B24-01

Bid Title: Petroleum Products for MSBSD

Due: September 11, 2023 at 2:00 p.m.

PETROLEUM PRODUCTS FOR THE MSBSD

BID #B24-01



**8. BIDS (CONT.):**

C. Bidders are cautioned that mailed bids which arrive after the date time designated for receipt of bids will not be opened or considered. Bidders are further cautioned not to rely on the U.S. Postal System or any other second party for timely delivery of their bid. It is the bidder's sole responsibility to ensure that their bid and associated documents are in the physical possession of the Purchasing Department prior to the date and time scheduled for receipt of bids.

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

E. Scheduled bid openings are open to the public and are located in the Purchasing Department.

**9. WITHDRAWAL FROM CONSIDERATION:**

Bids may be withdrawn upon written request delivered to the MSBSD Purchasing Department on or before the date and time designated for receipt of bids. However, no bidder shall withdraw or cancel their bid for a period of ninety (90) calendar days prior to the date and time designated for receipt of bids, nor shall the selected bidder withdraw, cancel or modify their bid after having been notified by the Purchasing Department that said bid has been accepted by the MSBSD.

**10. MODIFICATION OF BIDS:**

Prior to the date and time designated for receipt of bids, a bid may be modified or withdrawn by notice to the MSBSD at the place designated for receipt of bids. Such notice shall be in writing over the signature of the bidder. That notice shall be date and time stamped by the MSBSD on or before the date and time designated for receipt of bids. A modification must not reveal the amount of the original bid. A bid bond, if required, shall be in an amount sufficient for the bid as modified.

**11. AWARD OF CONTRACT:**

A. The MSBSD will award a contract to the lowest responsive and responsible bidder. This bid will be awarded on the basis defined in Attachment A, Scope of Services.

B. The MSBSD, as it deems appropriate, shall have the right to reject any and all bids. Bids may be rejected if they do not include a required bid bond or other data required by the bid documents. All responsive bids may be rejected if the MSBSD, in its sole judgment, considers them too costly.

C. The MSBSD has the right to accept Alternatives in any order or combination unless otherwise specifically provided in the Bid Documents, and to determine the low bidder on the basis of the sum of the Base Bid and Alternatives accepted.

D. In determining the lowest responsive and responsible bidder, the MSBSD may consider, in addition to price, at any point in the selection process, any of the following factors:

- I. The ability, capacity, and skill of the bidder to perform the contract.
- II. Whether the bidder can perform the contract within the time specified without delay or interference.
- III. The character, integrity, judgment, experience, and efficiency of the bidder.
- IV. The quality of performance by the bidder on previous contracts of a similar nature.
- V. Whether the bidder is in arrears on any existing contract with the MSBSD or is in litigation, arbitration, or other legal dispute with the MSBSD.
- VI. Previous compliance by the bidder with laws and regulations relating to the contract.
- VII. The number and scope of conditions attached to the bid.
- VIII. The number and scope of minor variations contained in the bid.
- IX. If the contract is one which will require future maintenance or repairs, the availability of replacements, replacement parts, and maintenance service for any machinery, equipment, or other material proposed to be installed or supplied by the bidder.
- X. The quality, availability, and adaptability of the supplier, equipment, or contractual services to the particular use required.
- XI. Whether the bidder is prepared to furnish supplies, equipment, or contractual services which meet the specifications of the MSBSD.

E. The MSBSD reserves the right to make award within a ninety (90) calendar day award period from the date the bids are opened. Bids submitted must be firm for the award period and the contracted service period.

**12. AVAILABILITY OF FUNDS:**

A. The MSBSD reserves the right, at its sole discretion, to cancel this Invitation to Bid or any part thereof, at any time, prior to an award of contract issued under this Invitation to Bid.



**12. AVAILABILITY OF FUNDS (CONT.):**

B. Awards are contingent upon the appropriation of MSBSD budget funds.

**13. REQUEST FOR ADDITIONAL INFORMATION:**

A. The MSBSD reserves the right to request current audited financial statements; qualifications of management personnel, including project manager or field supervisors performance references; or other information deemed relevant at any time prior to bid award. Bidder agrees to provide such requested information within three (3) business days of the request.

B. Prior to the final selection, bidders may be required to submit additional information, which the MSBSD may deem necessary to further evaluate the bids.

C. 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.

**14. PUBLIC RECORDS CLAUSE:**

This Invitation to Bid and the resulting bids 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 School Board Policy, once the Notice of Intent to Award has been issued. If a bid contains any information which is proprietary or confidential, each page of the confidential information must be clearly marked with a diagonal watermark that reads "CONFIDENTIAL"; such information will be kept confidential if appropriate and will not be released to the public. The MSBSD is not responsible for the release of any documents not marked in this manner. A confidential watermark is required. The bid tabulation sheet shall be open to public inspection as soon as practicable after the Notice of Intent to Award has been issued.

**15. PROTEST OF AWARD:**

The MSBSD has a process in place for an unsuccessful bidder to submit a written protest, requesting a review of the bid award.

A. An unsuccessful bidder must submit its protest within  days of the date of the Notice of Intent to Award issued by the MSBSD's Purchasing Department.

B. The protest must be made in writing, delivered to the same location as the original bid, and must set forth in detail the reason(s) for the protest, with specific reference to the relevant provision of the Bid Documents.

C. Upon receipt of the protest, the Purchasing Department shall schedule an informal hearing to include the successful bidder, the protesting bidder, the Assistant Superintendent of Business and Operations, and a representative of the Purchasing Department. At such time, the bidder making protest can express his/her concerns with said award.

D. Following the informal hearing, the Assistant Superintendent of Business and Operations will send the MSBSD's decision on the protest to all involved parties.

E. If the contract award for the proposed project is required to be approved by the MSBSD School Board, the involved parties will be notified of the date and time of the applicable School Board meeting.

**16. CONTRACT:**

The contract between the MSBSD and the bidder shall consist of (1) the Invitation to Bid and any attachments and/or amendments and/or addenda thereto; (2) the bid submitted by the bidder in response to the Invitation to Bid; 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 bid documents shall govern.

**17. INSURANCE:**

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of this agreement to create in the public or any member thereof a third-party benefit hereunder, or to authorize anyone not a party to this agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this agreement. The successful bidder shall procure and maintain minimum insurance requirements and shall provide all required documentation as per attached Appendix 3 to the MSBSD upon award of this agreement. Failure to furnish proper evidence of insurance, or the lapse of insurance required under the provisions of this agreement, may be grounds for termination. The duties required under this subsection shall survive the termination expiration of this agreement. **It is highly recommended that the**



**17. INSURANCE (CONT.):**

**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 3.**

**18. LICENSES:**

All individuals or businesses conducting business within the State of Alaska and within the Matanuska-Susitna Borough are hereby advised that they must obtain both a State of Alaska and a Matanuska-Susitna 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.

State of Alaska:

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

Matanuska-Susitna Borough

<http://www.matsugov.us/business-licenses>

**19. 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 bidder within thirty (30) calendar days after the MSBSD receives and approves a written request for payment or invoice. The request for payment or invoice may be submitted to the MSBSD, Attn: Accounting Department, 501 N. Gulkana St., Palmer, AK 99645, or invoices can be e-mailed to [accounting@matsuk12.us](mailto:accounting@matsuk12.us).

**20. FEDERAL EXCISE TAXES:**

The MSBSD is exempt from Federal Excise Taxes. An Exemption Certificate will be furnished upon request.

**21. 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, to include adding additional schools or sites, shall be incorporated by written amendments to this agreement executed by both parties.

**22. INDEMNIFICATION:**

A. The Contractor shall indemnify, defend, and hold harmless the MSBSD from and against any claim of, or liability for, independent or sole negligent acts, errors, omissions, or willful misconduct of the Contractor under this Agreement. The Contractor is not required to indemnify, defend, or hold harmless the MSBSD for any claim of, or liability for, the independent or sole negligent acts, errors, omissions, or willful misconduct of the MSBSD. If there is a claim of, or liability for, a joint negligent act, error, omission, or willful misconduct of the Contractor and the MSBSD, the indemnification, defense, and hold harmless obligation of this provision shall be apportioned on a comparative fault basis. In this provision, "Contractor" and "MSBSD" include the employees, agents, and contractors who are directly responsible, respectively, to each. In this provision, "independent or sole negligent acts, errors, and omissions" means negligence other than in the MSBSD's selection, administration, monitoring, or controlling of the Contractor, or in approving or accepting the Contractor's work.

B. Any and all claims that might arise under the Worker's Compensation Act on behalf of the Contractor 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 party as a result of any act or failure to act, shall be the Contractor's sole obligation and the Contractor shall indemnify and defend the MSBSD and hold it harmless from any liability for any act or failure to act on the part of the Contractor.

**23. PROTECTION OF EQUIPMENT AND PROPERTY:**

The bidder 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 acts or omissions of the bidders, or any employee, agent or representative of the bidder.

**24. BIDDER'S PERSONNEL REQUIREMENTS:**

The MSBSD may, by serving written notice, require the bidder 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.



**25. EQUAL EMPLOYMENT OPPORTUNITY:**

Bidders, in submitting bids, certify that if awarded a contract under this Invitation to Bid, 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 bidder 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 bidder agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause.

**26. DRUG, TOBACCO, AND ALCOHOL-FREE WORKPLACE:**

The selected bidder agrees to comply with MSBSD School Board Policy (BP) 4020, Drug, Tobacco and Alcohol-Free Workplace. 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."

**27. CODE OF ETHICS:**

A. The selected bidder shall comply with MSBSD School Board Policy BP 4119.21, Code of Ethics.

B. The selected bidder shall also comply with BP 3515.7, Restrictions on Sex Offenders on Campus. 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."

C. 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 been convicted of a crime of moral turpitude. Any waiver of this section must be in writing, signed by the District's Superintendent. The MSBSD has the right to verify such records at any time during the life of the contract.

**28. 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.

**29. COMPLIANCE:**

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.

General Conditions:

- I. 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 documents.
- II. Governing Laws: The agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Alaska.
- III. 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 affect the performance of the agreement and all applicable MSBSD policies, rules and procedures.
- IV. 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.



**30. CONFLICT OF INTEREST:**

A. 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 MSBSD will have no further liability or obligation to the contracting party.

B. 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. 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.

**31. ASSIGNMENTS AND SUBCONTRACTORS:**

A. The bidder shall not sell, assign, transfer, or convey any contract resulting from this bid, in whole or in part, without the prior written consent of the MSBSD.

B. The bidder shall ensure that subcontractors are appropriately licensed, insured and bonded, and qualified to meet all of the requirements of this Invitation to Bid. If a bid with subcontractors is selected, the bidder must provide the following information concerning each prospective subcontractor within five (5) working days of the written request by the MSBSD:

- I. The complete name and address of the subcontractor;
- II. The type and percentage of work the subcontractor will perform;
- III. Certificate of Insurance
- IV. Other requested information relevant to the qualifications of the subcontractor.

C. contractors must comply with all licensing, indemnity, insurance limits, and insurance requirements imposed on the bidder.

**32. TERMINATION FOR CAUSE:**

A. If, through any cause, the bidder shall fail to fulfill in a timely and proper manner their obligation under this agreement, or if the bidder shall violate any of the covenants, agreements, or stipulations of any awarded contract, the MSBSD shall thereupon have the right to terminate this agreement by serving written notice to the bidder of such termination and specifying the effective date thereof, at least 30 (thirty) days before the effective date of such termination. However, if the MSBSD determines that the continuation of this agreement constitutes an imminent threat to the health and safety of its students and staff, this agreement may be terminated by the MSBSD effective immediately.

B. In the event it becomes necessary to terminate this agreement awarded as a result of this bid, regardless of the circumstances or time remaining on the contract, the bidder will be responsible for any and all expenses incurred by the MSBSD. These expenses can include, but are not limited to, cost of locating interim services, cost of re-issuing a bid, and any additional cost to the MSBSD by the new bidder greater than the current contract.

C. The bidder shall be entitled to receive just and equitable compensation for any satisfactory work completed in accordance with the payment provision as set forth under Section 18 of this bid document. Equitable compensation shall not exceed the amount reasonably billed for work actually done and expenses reasonably incurred. The MSBSD's contract administrator shall determine whether work completed is satisfactory.

**33. TERMINATION FOR CONVENIENCE OF THE MSBSD:**

A. The MSBSD may terminate any awarded contract or 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 (thirty) days prior to the effective date of termination.

B. Upon termination of any awarded contract or agreement, the MSBSD shall pay the bidder any payments due at that time.

**34. FAILURE OF FUNDING:**

A. The MSBSD shall be excused from performance under the contract if funding is not appropriated.

B. The MSBSD may reduce the scope and amount of services provided under the contract to counteract a funding shortfall.



**ATTACHMENT A:**  
**SCOPE OF SERVICES**

**1. SCOPE**

The Matanuska-Susitna Borough School District (MSBSD) is seeking bids from qualified contractors to provide Petroleum Products as described herein.

**2. BACKGROUND**

Ranging in enrollment from 20 students to more than 1,500 students, the schools of the MSBSD educate more than 20,000 students at 49 schools located throughout the Matanuska-Susitna Borough. The MSBSD also supports a variety of administrative services including but not limited to Facilities, Purchasing and Warehouse, Nutrition Services, and Central Office Administration. MSBSD schools include 21 elementary schools, five middle schools, nine high schools, six non-traditional schools, and eight charter schools.

**3. GENERAL INFORMATION**

- A. All fuel oil deliveries are "keep full" basis from August through May unless otherwise specified.
- B. The MSBSD monitors fuel levels in generators at each school site. The MSBSD will contact the contractor when generators are used and need to be filled.
- C. The MSBSD monitors fuel levels in the auxiliary fuel tanks at the Facilities yard. The MSBSD will contact the contractor when tanks need to be filled.
- D. All quantities given are estimated quantities only.
- E. No differential will be paid on the delivery of small quantities. The contractor will be expected to understand the size of storage tanks and plan deliveries accordingly.
- F. The contractor must be aware of and adhere to all Federal and/or State Department of Environmental Conservation (DEC) Regulations which may apply.
- G. Fuels supplied under this contract shall be free from contamination.
  - 1. Contamination is defined as any element which enters pure refined gasoline or diesel fuel, either naturally or by purposeful action, which is not a product of refined crude oil, except for winter additives, detergents, and identifying dyes.
  - 2. MSBSD and/or its authorized representative(s) reserve the right to test fuel quality before, during, and after unloading. Should test results show that fuel contains contamination, the fuel will be rejected.
  - 3. The contractor shall be responsible for the removal of fuel from MSBSD property within three (3) working days after requested to do so should test results show that the fuel contains any contaminants. The contractor shall also be responsible for all cleanup required of all MSBSD property, storage facilities, and equipment as a result of noncompliance with specifications. Furthermore, the contractor shall be fully responsible for any, and all costs incurred by MSBSD for any equipment sustaining damage, which is attributed to contaminated fuel, which the contractor has delivered.
  - 4. Any aftermarket additive used shall be identified by brand and/or trade name. The manufacturer's additive specifications shall be provided to MSBSD upon request. An additive, if used, shall comply with Environmental Protection Agency (EPA) regulations, and shall be compatible with the refiner's product. Additives which increase emissions of sulfur and other substances proven to damage the environment which are disallowed by EPA regulations will not be accepted.



H. The MSBSD is exempt from Federal Excise Taxes. An Exemption Certificate will be furnished upon request.

**4. DELIVERY REQUIREMENTS**

- A. Special instructions for sites with fuel oil tanks for heating fuel: The contractor must contact the school's main office before delivery. A MSBSD employee must be present during delivery of fuel to the following sites: Talkeetna Elementary School, Willow Elementary School, Su-Valley Junior/Senior High School, Trapper Creek Elementary School, Sutton Elementary School, and Glacier View School.
- B. In accordance with the regulations of the Department of Transportation (49CFR Parts 171, 173, 174, 177 and 179) loading/unloading procedures must meet the minimum requirements contained herein. Specific requirements include identification of the truck and tank contents using placards with regards to the product within. These placards shall conform to Department of Transportation standards with regards to identification codes and symbols.
- C. Manual transfers occur when the facility receives bulk fuel delivery by the commercial fuel handling contractor. Manual product transfers occur only under the direct attention of trained personnel. This means that trained personnel shall be in attendance for the entire filling operation, attentive to the process and tank levels, have unobstructed view of the operation, and will remain within 30 feet of the transfer pump and isolation valves. Smoking or opening flames are not permitted at any time during tank filling operation. To ensure the truck remains stationary until product transfer has ceased and the loading hose is disconnected, the truck parking brake must be set during loading operations and the wheels will need to be chocked or otherwise secured against movement. The truck engine will be shut off unless required for pump operation.
- D. Bulk deliveries by the fueling contractor to the facility tanks will occur only under the direct presence of a trained MSBSD employee. The MSBSD employee supervising the delivery will determine the available capacity (not to exceed 90%) in the tanks as well as verifying the product type. The MSBSD employee and the fueling contractor shall continuously monitor the fuel level in the tank during filling to ensure that the overflow prevention device (OPD) operates correctly at the 90% level. If the OPD fails to stop flow, the operator shall immediately stop product transfer and shall notify Jim Estes, Associate Superintendent of Operations, or his designee at (907) 864-2001 of the malfunctions within twenty-four (24) hours.
- E. Any fuel spill which occurs during a fuel delivery shall be reported immediately to the person in charge of the facility receiving the fuel and to the MSBSD Associate Superintendent of Operations, Jim Estes, or his designee, at (907) 864-2001. The contractor shall be responsible for the immediate cleanup of the spilled product, and any contamination caused by the spill and shall assume any liability for the cost of additional cleanup. Any cleanup must meet all requirements of the Environmental Protection Agency (EPA), the Department of Environmental Conservation (DEC), and/or other regulatory controls for any spill which may occur, including all reporting required by those agencies. The provisions of the Federal Water Pollution Control Act of 1972, as amended, provide definition of a fuel spill and pertinent data pertaining thereto.
- F. In the case of an area wide emergency or event, MSBSD will be on Tier 2 priority for fuel delivery.
- G. For further information or emergencies, contact Jim Estes, Associate Superintendent of Operations, or his designee at (907) 864-2001.



**5. AUTOMATIC FUEL DISPENSING SPECIFICATIONS**

Unleaded gasoline and/or diesel shall include automatic fuel dispensing by means of a single credit card, with one card interchangeable for diesel and gasoline, per the following specifications:

- A. Systems must have automated record keeping with the ability to generate reports by card and cardholder department.
- B. Systems must be capable of instant card cancellation after notification by the MSBSD.
- C. Systems must be accessible by MSBSD personnel twenty-four (24) hours a day, seven (7) days a week.
- D. At least one dispensing site shall be located within each of: the general Palmer area, general Wasilla area, and general northern Susitna Valley area (encompassing Willow, Talkeetna, and Trapper Creek).
- E. Cards shall be supplied free of charge, including replacement of damaged or faulty cards per list acquired or provided by the MSBSD Facilities Department.
- F. The dispensing sites' systems must be able to operate during power outages.

**6. PRODUCT SPECIFICATIONS**

Fuel(s) identified on the bid shall comply with the following corresponding requirements and shall have a high level of detergent additives as recommended for engines equipped with fuel injections systems.

- A. Regular Unleaded Gasoline shall:
  - 1. Comply with the requirements of ASTM D4814, latest revision.
  - 2. Comply with the requirements of SAE J312, latest revision.
  - 3. Have a minimum octane rating of 87, which shall be determined using the R+M/2 method.
- B. No. 2 Diesel Fuel, Low Sulphur shall:
  - 1. Comply with the requirements of ASTM D975, latest revision.
  - 2. Comply with the requirements of ASTM D1552, latest revision.
  - 3. Comply with the requirements of ASTM D482, latest revision.
  - 4. Comply with the requirements of SAE J313, latest revision.
  - 5. Contain diesel fuel winter additive during the months of October through March.
  - 6. Have a minimum cetane number of 40.
  - 7. Have a maximum .015 weight percent of sulfur.
  - 8. Have a maximum aromatic content of 35 volume percent.
  - 9. Be free of visible evidence of blue dye 1.4 dialkylamine- anthraquinone.
  - 10. Shall be clear (White).
- C. Reformulated Gasoline, (RFG) (also described as oxygenated gasoline):
  - 1. Shall comply with the requirements set forth in the Code of Federal Regulations (CFR) Title 40 Sections 80.41 and 80.45.
  - 2. Shall have a minimum of two percent oxygen content.
  - 3. Shall have maximum one percent benzene content.
  - 4. Oxygenate blending shall be performed at the source refinery.
  - 5. Fuel oxygenated at any location other than the source refinery is not acceptable.



- i. The contractor shall provide, upon MSBSD's request, a copy of the product transfer documents (PTD), authenticating the origin of the oxygenated fuel.
- ii. Failure to provide the PTD to MSBSD, within seven working days of MSBSD's request, may be grounds for termination of the contract without further cause.

D. No. 1 Diesel Fuel, Low Sulphur shall:

1. Comply with the requirements of ASTM D975, latest revision.
2. Comply with the requirements of ASTM D1552, latest revision.
3. Comply with the requirements of ASTM D482, latest revision.
4. Comply with the requirements SAE J313, Latest revision.
5. Contain diesel fuel winter additive during the months of October through March.
6. Have a minimum cetane number of 43.
7. Have a maximum 15 mg/kg weight percent of sulfur.
8. Be free of visible evidence of blue dye 1.4 dialkylamine – anthraquinone.
9. Shall be clear (White).

**7. PRICE ESCALATION/DE-ESCALATION**

Initial pricing for all grades of fuel shall be per section 8, Bid Price, below. Invoiced pricing may increase or decrease daily in direct relation to movement in the Oil Price Information Service (OPIS) Daily Gross Rack Average for Anchorage, Alaska. The price differential between the rack price and the invoiced price must be firm for the life of the contract, except by mutual agreement and written amendment.

**8. BID PRICE**

- A. State your price, EXCLUDING TAX, on the attached Bid Forms.
- B. Bidders may provide pricing for some, or all scope areas listed on Attachment C: Bid Form but must provide pricing for all sites within a given scope area, or the bid may be considered non-responsive.
- C. In general, an award will be made to the lowest responsive, responsible bidder for each scope area. However, the MSBSD reserves the right to group scope areas for the purpose of award if it is in the best interest of the MSBSD to do so. The bid may result in more than one award.
- D. Bidders shall use the price published by the Oil Price Information Service (OPIS) Daily Gross Rack Average for Anchorage, Alaska on August 1, 2023, as a basis for bid pricing. Pricing shall exclude taxes, as the MSBSD is exempt.

**9. CONTRACT TERM**

- A. The term of any contract resulting from this solicitation shall be for a five (5) year term beginning October 1, 2023, and ending June 30, 2028. The MSBSD reserves the right to renew the contract for five (5) additional one (1) year terms, upon mutual written agreement between the MSBSD and the contractor. The total contract will not extend beyond June 30, 2033. At the time of extension, the contractor must again meet all contractual requirements.
- B. The MSBSD reserves the right to add sites as needed during the life of this agreement. If the MSBSD and the existing contractor(s) cannot agree on a price for the added site, then the MSBSD reserves the right to negotiate with other contractors.



**10. CONTRACT MANAGEMENT**

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



**ATTACHMENT B:**  
**SPECIAL CONDITIONS FOR GENERAL BIDS**

**1. GENERAL INFORMATION:**

No special conditions apply to this bid. See Attachment A, Scope of Services for work specifications.



**ATTACHMENT C: COST PROPOSAL FORM**

**EMERGENCY GENERATOR FUEL TANKS  
ULTRA LOW SULPHUR DIESEL (ULSD) #1  
THE FOLLOWING ARE FILLED ON A "WILL CALL" BASIS**

Item No.	School/Site	Location	Tank Size	Estimated Annual Quantity	Price Per Gallon	Extended Price
1	Administration Building	501 N. Gulkana Street, Palmer	500	250	\$ /gal	\$
2	Admin Annex West	2239 N Seward Meridian Pkwy, Palmer	135	65	\$ /gal	\$
3	Big Lake Elementary School	3808 S. Big Lake Road, Big Lake	500	250	\$ /gal	\$
4	Butte Elementary School	4006 S. Butte Road, Palmer	500	250	\$ /gal	\$
5	Colony High School	9550 E. Bogard Road, Palmer	500	250	\$ /gal	\$
6	Colony High School Well House	9550 E. Bogard Road, Palmer	500	250	\$ /gal	\$
7	Colony Middle School	9250 E. Bogard Road, Palmer	500	250	\$ /gal	\$
8	Cottonwood Creek Elementary School	800 N. Seward Meridian Parkway, Wasilla	500	250	\$ /gal	\$
9	Dena'ina Elementary School	7068 S. Knik Knack Mud Shack Road, Wasilla	500	250	\$ /gal	\$
10	Finger Lake Elementary School	5981 Eek Street, Wasilla	500	250	\$ /gal	\$
11	Glacier View School	65975 S. Wolverine Circle, Sutton	500	250	\$ /gal	\$
12	Houston High School	12501 Hawk Lane, Houston	500 x 2	500	\$ /gal	\$
13	Iditarod Elementary School	455 E. Carpenter Circle, Wasilla	500	250	\$ /gal	\$
14	Joe Redington Sr., Jr./Sr. High School	10015 Redington Road, Wasilla	500	250	\$ /gal	\$
15	John Shaw Elementary School	3750 E. Paradise Lane, Wasilla	500	250	\$ /gal	\$
16	Knik Elementary School	6350 Hollywood Road, Wasilla	500	250	\$ /gal	\$
17	Machetanz Elementary School	4961 E. Nelson Road, Wasilla	500	250	\$ /gal	\$
18	Mat-Su Career & Technical High School	2472 N. Seward Meridian Parkway. Wasilla	500	250	\$ /gal	\$
19	Mat-Su Day School	2360 N. Tait Drive, Wasilla	600	300	\$ /gal	\$
20	Nutrition Services Central Kitchen	690 Cope Industrial Way, Palmer	500	250	\$ /gal	\$
21	Facilities Department	3901 E. Bogard Road, Wasilla	200	100	\$ /gal	\$
22	Palmer High School	1170 W. Bogard Road, Palmer	500	250	\$ /gal	\$
23	Palmer Junior Middle School	1159 S. Chugach Street, Palmer	1,000	500	\$ /gal	\$
24	Pioneer Peak Elementary School	1959 Stringfield Road, Palmer	500	250	\$ /gal	\$
25	Snowshoe Elementary School	2001 W. Fairview Loop Road, Wasilla	500	250	\$ /gal	\$
26	Su-Valley High School	42728 S. Parks Highway, Talkeetna	500	250	\$ /gal	\$
27	Sutton Elementary School	11762 N. Wright Way, Sutton	500	250	\$ /gal	\$
28	Tanaina Elementary School	2550 Lucille Street, Wasilla	500	250	\$ /gal	\$
29	Talkeetna Elementary School	13930 E. Timberwolf Loop, Talkeetna	500	250	\$ /gal	\$
30	Trapper Creek Elementary School	6742 E. Petersville Road, Trapper Creek	500	250	\$ /gal	\$

**ATTACHMENT C: COST PROPOSAL FORM**

31	Valley Pathways School	1150 N. France Road, Palmer	500	250	\$	/gal	\$
32	Wasilla High School	701 E. Bogard Road, Wasilla	500	250	\$	/gal	\$
33	Wasilla Middle School	650 E. Bogard Road, Wasilla	500	250	\$	/gal	\$
34	Willow Elementary School	31706 Parks Highway, Willow	500	250	\$	/gal	\$
<b>Total for Emergency Generator Fuel</b>							\$

**HEATING FUEL  
FUEL OIL # 1**

**THE FOLLOWING ARE FILLED ON A "KEEP FULL" BASIS AUGUST THROUGH MAY**

Item	School/Site	Location	Tank Size	Estimated Annual Quantity	Price Per Gallon	Extended Price	
1	Glacier View School	65975 S. Wolverine Circle, Sutton	2,000	12,500	\$	/gal \$	
2	Glacier View School Zamboni Shed	65975 S. Wolverine Circle, Sutton	500	2,500	\$	/gal \$	
3	Su-Valley High School	42728 S. Parks Highway, Talkeetna	5,000	35,000	\$	/gal \$	
4	Sutton Elementary School	11762 N. Wright Way, Sutton	7,500	15,000	\$	/gal \$	
5	Talkeetna Elementary School	13930 E. Timberwolf Loop, Talkeetna	5,000	20,000	\$	/gal \$	
6	Trapper Creek Elementary School	6742 E. Petersville Road, Trapper Creek	5,000	7,500	\$	/gal \$	
7	Willow Elementary School	31706 Parks Highway, Willow	8,000	12,500	\$	/gal \$	
<b>Total Bid for Heating Fuel</b>							\$

**FACILITIES FUEL TANKS**

**ULTRA LOW SULPHUR DIESEL (ULSD) #1  
THE FOLLOWING ARE FILLED ON A "WILL CALL" BASIS**

Item	School/Site	Location	Tank Size	Estimated Annual Quantity	Price Per Gallon	Extended Price	
1	Facilities Tank 1	3901 E. Bogard Road, Wasilla	500	2,500	\$	/gal \$	
2	Facilities Tank 2	3901 E. Bogard Road, Wasilla	500	2,500	\$	/gal \$	
<b>Total Bid for Facilities Fuel Tanks</b>							\$

**AUTOMATIC FUEL DISPENSING SYSTEM**

Item	Description	Estimated Annual Quantity	Price Per Gallon	Extended Price	
1	Unleaded Gasoline	50,000	\$	/gal \$	
2	Diesel Vehicle Fuel #1	65,000	\$	/gal \$	
3	Diesel Vehicle Fuel #2	5,000	\$	/gal \$	
<b>Total Bid for Automatic Fuel Dispensing System</b>					\$



**APPENDIX 2:**  
**NON-COLLUSION CERTIFICATE**

The bidder certifies that:

1. The prices in this offer have been arrived at independently and neither the bidder nor 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:
  - Those prices;
  - The intention to submit an offer; or
  - 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.
3. No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Date



**APPENDIX 3:**  
**INSURANCE REQUIREMENT FOR CONTRACTORS**

**It is highly recommended that contractors and subcontractors 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 and subcontractors 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:**

Workers' Compensation insurance in compliance with the laws of the State of Alaska, with Statutory Limits, and Employers' Liability insurance with a limit no less than \$500,000 Bodily Injury by Accident-Each Accident, \$500,000 Bodily Injury by Disease-Each Employee, \$500,000, Bodily Injury by Disease Policy Limit, and any other coverage that may apply to work performed by employees in this agreement and any project hereunder.

**2. COMMERCIAL GENERAL LIABILITY INSURANCE:**

Commercial General Liability insurance on an occurrence form with limits of liability not less than \$1,000,000 per occurrence bodily injury and property damage, \$1,000,000 personal and advertising injury, and \$2,000,000 aggregate. Coverage shall include the following extensions: A) Contractual Liability; B) Premises/Operations; and C) Products/Completed Operations.

**3. EXCESS LIABILITY INSURANCE:**

Contractors and subcontractors shall procure and maintain during the life of this agreement, Excess Liability insurance with a limit of liability not less than \$1,000,000 per occurrence or claim, and \$1,000,000 policy aggregate.

**4. BUSINESS AUTOMOBILE / MOTOR VEHICLE LIABILITY:**

The contractors and subcontractors 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 per occurrence combined single limit bodily injury and property damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

**5. ADDITIONAL INSURED:**

The following shall be listed as an Additional Insured on each policy listed except Workers' Compensation, Professional Liability, and Errors & Omissions: the Matanuska-Susitna Borough School District including all agents, assigns, subsidiaries, subcontractors, employees, and volunteers of the MSBSD.

**6. INDEMNIFICATION AND HOLD HARMLESS:**

A. The Contractor shall indemnify, defend, and hold harmless the MSBSD from and against any claim of, or liability for, independent or sole negligent acts, errors, omissions, or willful misconduct of the Contractor under this Agreement. The Contractor is not required to indemnify, defend, or hold harmless the MSBSD for any claim of, or liability for, the independent or sole negligent acts, errors, omissions, or willful misconduct of the MSBSD. If there is a claim of, or liability for, a joint negligent act, error, omission, or willful misconduct of the Contractor and the MSBSD, the indemnification, defense, and hold harmless obligation of this provision shall be apportioned on a comparative fault basis. In this provision, "Contractor" and "MSBSD" include the employees, agents, and contractors who are directly responsible, respectively, to each. In this provision, "independent or sole negligent acts, errors, and omissions" means negligence other than in the MSBSD's selection, administration, monitoring, or controlling of the Contractor, or in approving or accepting the Contractor's work.

B. Any and all claims that might arise under the Worker's Compensation Act on behalf of the Contractor 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 party as a result of any act or failure to act, shall be the Contractor's sole obligation and the Contractor shall indemnify and defend the MSBSD and hold it harmless from any liability for any act or failure to act on the part of the Contractor.



**7. 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: MSBSD, Attn: Purchasing Department, 690 Cope Industrial Way, Palmer, AK 99645.

**8. WAIVER OF SUBROGATION:**

The insurer(s) shall agree to waive all rights of subrogation against the District, its Administrators, officers, officials, employees and volunteers for losses arising from work performed by the Contractor or any of its subcontractors for the District.

**9. CERTIFICATES OF INSURANCE:**

The contractors and subcontractors 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.

**10. CONTINUATION OF COVERAGE:**

If any of the above coverage expires during the term of this agreement, the contractors and subcontractors 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 appendix shall survive the termination or expiration of this agreement.



**APPENDIX 4:  
VENDOR PAPERWORK**

Please complete this form in its entirety. Any applicable supplemental documents can be attached as needed. A W-9, available at [www.irs.gov/uac/about-form-w9](http://www.irs.gov/uac/about-form-w9), must be submitted with this form or the application will be denied.

Please check one:  New Vendor Application  Vendor Update/Change

Vendor Legal Name  EIN or SSN

Operating Name (DBA)

Vendor Mailing Address

City, State, Zip Code

Vendor Remit-To Address

City, State, Zip Code

Vendor Contact Name

Contact E-mail Address  Phone #

Vendor Website URL  Fax #

Describe the services, materials, and/or equipment to be provided:

How long have you been in business providing these services, materials, and/or equipment? Describe any special instructions for shipping to Alaska:

Do you accept Purchase Orders (POs)?  Yes  No

How to you prefer to receive POs? Mail  Email  Fax

What is your preferred method of payment?  EFT  Check

Do you provide services to the public?  Yes  No

Do you have a current Business License?Do  Yes  No License #  State

you have a State of AK Business License?Do  Yes  No License #

you have a Mat-Su Business License?  Yes  No License #

Are you currently an MSBSD employee?  Yes\*  No \*Stop. Complete a Conflict of Interest Affidavit.

Are you related to an MSBSD employee?  Yes\*  No \*Stop. MSBSD employee must complete a Conflict of Interest Affidavit.

Do you have employees?  Yes\*  No \*Do you carry Worker's Compensation insurance?  Yes  No

Upon request, can you provide three (3) references from individuals/companies you have served?  Yes  No

Authorized Agent Signature (Required)	Date	Printed Name and Title
<b>Purchasing Department Use Only:</b>		
W-9 Attached? <input type="checkbox"/> Yes <input type="checkbox"/> No	Approved? Yes <input type="checkbox"/> No* <input type="checkbox"/>	Vendor # <input type="text"/>
Pre-Pay? <input type="checkbox"/> Yes <input type="checkbox"/> No	Approved/Denied By <input type="text"/>	
Sent to Acctg.: <input type="text"/>	*Reason for Denial <input type="text"/>	
	Alt. Vendor # <input type="text"/>	Alt. Vendor Name <input type="text"/>

**APPENDIX 5:  
PROPOSED SUBCONTRACTORS AND SUPPLIERS LIST**

**NOTE:** Please return this with your bid, if applicable. Put an "X" in the right columns indicating if the company is a sub-contractor or a supplier.

#	ITEM	CONTRACTOR NAME, ADDRESS, & E-MAIL	SUB	SUP
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

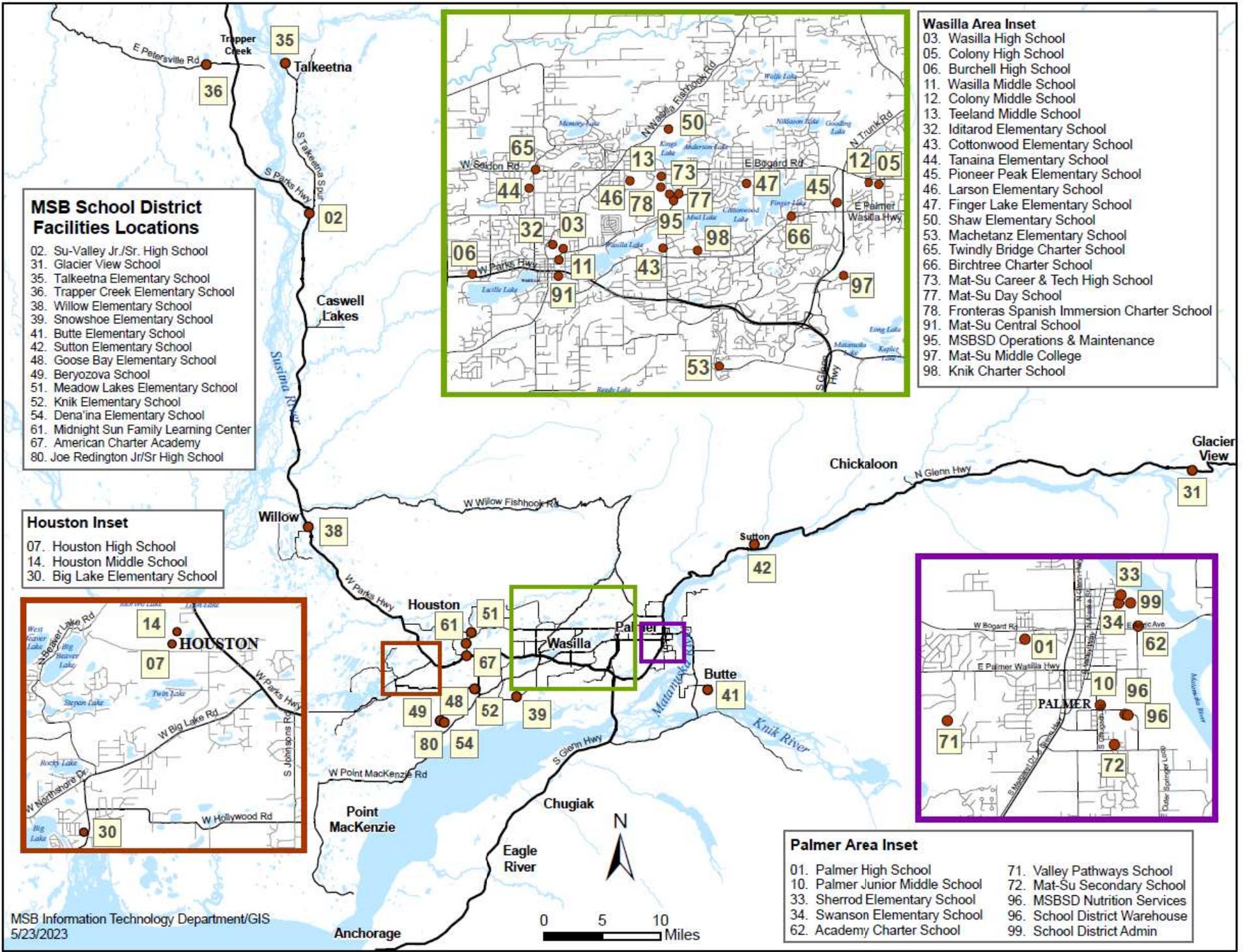
\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date



**APPENDIX 6**



- MSB School District Facilities Locations**
- 02. Su-Valley Jr./Sr. High School
  - 31. Glacier View School
  - 35. Talkeetna Elementary School
  - 36. Trapper Creek Elementary School
  - 38. Willow Elementary School
  - 39. Snowshoe Elementary School
  - 41. Butte Elementary School
  - 42. Sutton Elementary School
  - 48. Goose Bay Elementary School
  - 49. Beryozova School
  - 51. Meadow Lakes Elementary School
  - 52. Knik Elementary School
  - 54. Dena'ina Elementary School
  - 61. Midnight Sun Family Learning Center
  - 67. American Charter Academy
  - 80. Joe Redington Jr/Sr High School

- Houston Inset**
- 07. Houston High School
  - 14. Houston Middle School
  - 30. Big Lake Elementary School

- Wasilla Area Inset**
- 03. Wasilla High School
  - 05. Colony High School
  - 06. Burchell High School
  - 11. Wasilla Middle School
  - 12. Colony Middle School
  - 13. Teeland Middle School
  - 32. Iditarod Elementary School
  - 43. Cottonwood Elementary School
  - 44. Tanaina Elementary School
  - 45. Pioneer Peak Elementary School
  - 46. Larson Elementary School
  - 47. Finger Lake Elementary School
  - 50. Shaw Elementary School
  - 53. Machetanz Elementary School
  - 65. Twindly Bridge Charter School
  - 66. Birchtree Charter School
  - 73. Mat-Su Career & Tech High School
  - 77. Mat-Su Day School
  - 78. Fronteras Spanish Immersion Charter School
  - 91. Mat-Su Central School
  - 95. MSBSD Operations & Maintenance
  - 97. Mat-Su Middle College
  - 98. Knik Charter School

- Palmer Area Inset**
- 01. Palmer High School
  - 10. Palmer Junior Middle School
  - 33. Sherrrod Elementary School
  - 34. Swanson Elementary School
  - 62. Academy Charter School
  - 71. Valley Pathways School
  - 72. Mat-Su Secondary School
  - 96. MSBSD Nutrition Services
  - 96. School District Warehouse
  - 99. School District Admin