

BID #B24-07

RECYCLING SERVICES FOR THE MSBSD

Due Date and Time: April 23, 2024 at 2:00 P.M.

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 <u>bids@matsuk12.us</u> <u>www.matsuk12.us/bids</u>

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ADVERTISEMENT

| | DATE OF ADVERTISEMENT |
|----------------------|-----------------------|
| Frontiersman | March 27 and 29, 2024 |
| Anchorage Daily News | March 27 and 29, 2024 |

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 #B24-07

RECYCLING SERVICES 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:

RECYCLING SERVICES FOR THE MSBSD

Bids are due on or before

April 23, 2024

2:00 P.M. at

Palmer, Alaska time. Sealed bids must

be submitted and received by the MSBSD Purchasing Department, 690 Cope Industrial Way, Palmer, AK 99645, on BID #B24-07 or before said date and time designated for receipt of bids. All bids must be marked"

Bid documents can be viewed on the MSBSD website at 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.

| 02/13/2024 Requested By: | A. Meena | Approved By: | B. Munson |
|--------------------------|----------|--------------|-----------|
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RECYCLING SERVICES FOR THE MSBSD





Questions will be accepted until

RECYCLING SERVICES FOR THE MSBSD

BID #B24-07

INVITATION TO BID

THIS IS NOT A PURCHASE ORDER

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

RECYCLING SERVICES FOR THE MSBSD as specific herein. Bids will be accepted until April 23, 2024 at 2:00 P.M.

BIDDER USE ONLY

April 9, 2024

at

4:00 P.M.

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-Si | usitna Borough Business License Number |
| | | |
| | | |
| | | |
| Authorized Signature | Printed Name | Date |
| | | |

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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 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 v | will not be held for this scope | 2. | |
|------------------------|---------------------------------|----|--|
| | | | |
| | | | |
| | | | |
| | | | |

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

April 9, 2024 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

RECYCLING SERVICES FOR THE MSBSD BID #B24-07



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. 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:

Due:

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

April 23, 2024 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 <u>MUST</u> be in <u>SEALED</u> envelopes clearly marked as follows:

Bid Number: BID #B24-07

Bid Title: RECYCLING SERVICES FOR THE MSBSD

April 23, 2024 at 2:00 P.M.

RECYCLING SERVICES FOR THE MSBSD



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.

RECYCLING SERVICES FOR THE MSBSD



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 unsucces | ssful bidder t | o submit a writ | en protest, | , requesting a | review of |
|-----------------|------------------|-----------------|----------------|-----------------|-------------|----------------|-----------|
| the bid award. | | | | | | | |

| A. An unsuccessful bidder must submit its protest within | three (3) | days of the date of the No | tice of |
|--|-----------|----------------------------|---------|
| Intent to Award issued by the MSBSD's Purchasing Depart | ment. | | |

- 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.

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 ofservices provided under the contract to counteract a funding shortfall.

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ATTACHMENT A: SCOPE OF SERVICES

1. SCOPE

The Matanuska-Susitna Borough School District (MSBSD) is seeking bids from qualified contractors to pick up and remove recyclable material from the sites listed herein. The contractor shall furnish all labor, tools, parts, supplies, equipment, fees and incidentals, and pay all costs necessary to provide recycling collection and hauling.

2. BACKGROUND

Ranging in enrollment from 20 students to more than 1,500 students, the schools of the MSBSD educate approximately 19,000 students at 48 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 seven charter schools.

3. **GENERAL REQUIREMENTS**

- A. <u>Mixed Paper Recycling</u>
 - 1. The contractor shall provide 96-gallon wheeled trash bins at each site as annotated in Attachment C: Bid Form.
 - 2. Mixed paper shall include copier paper, colored paper, newspaper, manila folders, etc.
 - 3. The MSBSD will place bins in designated outside areas for pick-up prior to each pick-up time and return bins to their interior locations at each site after each pick-up.
 - 4. Pick-ups will occur at least twice monthly on a regular schedule.

B. Cardboard Recycling

- 1. The contractor shall provide a six-yard dumpster at each site as annotated in Attachment C: Bid Form, with the exception of District Warehouse, where the contractor shall provide an eight-yard dumpster, and the Facilities yard, where the contractor shall provide a three-yard dumpster.
- 2. All pick-ups will occur at least twice monthly on a regular schedule.
- 3. The response time for call-in pick-ups, if necessary, must be within twenty-four (24) hours.
- 4. The contractor must ensure cardboard dumpsters and are clearly differentiated from standard trash dumpsters. The MSBSD prefers cardboard dumpsters be a different color than standard trash dumpsters and be stamped and printed with recycle symbols.
- 5. With the exception of the dumpster provided at District Warehouse, the MSBSD desires locking lids on the cardboard dumpsters if possible.
- C. Pick-ups must occur on weekdays for Elementary Schools between 7:30 a.m. and 4:00 p.m. and Secondary Schools between 7:00 a.m. and 4:00 p.m., unless otherwise agreed upon by the school/site point of contact.
- D. Dumpsters, bins, and pick-up services are only required between August 1st and June 15th of each year. Recycling services are not required for the remainder of June and the month of July. However, bins and dumpsters can remain in place as the contractor desires. If the contractor elects to leave equipment in place, the MSBSD will not be charged for rental costs during that time. The exceptions to this provision are the cardboard dumpsters at the Administration Building, District Warehouse, and Facilities, which are to be serviced year-round.

- E. When removing the dumpsters and/or 96-gallon bins, the contractor shall pick up any litter strewn in the area during the process of removal, and the area shall be left in a clean and orderly condition. If a work site is not left in a clean and orderly condition due to the actions of the contractor, the contractor shall be called back to correct the condition at no extra charge to the MSBSD.
- F. The contractor is responsible for replacing any inoperative or broken 96-gallon bins. The MSBSD may require the contractor to clean cardboard dumpsters from time to time. Please provide costs for pick-up and cleaning of cardboard dumpsters in the space provided on Attachment C: Bid Form.
- G. Transportation of material shall comply with all City, State and Borough laws and regulations. The MSBSD will not be responsible for any mishandling and/or any unlawful acts that the contractor or its workers might commit in the performance of this contract. Recyclables will be disposed of in a legal manner.
- H. All equipment used shall be in good operating condition and shall meet all safety, DOT and OSHA requirements. Equipment shall be neat in appearance and free of excessive grease and oil leaks. The contractor must have the capability of keeping their equipment in good operable order for the duration of the agreement or have the ability to obtain suitable replacement equipment to ensure continuous uninterrupted service. Vehicles may be subject to safety inspections at any time.
- I. The contractor shall not be required to pick up hazardous materials or waste. In the event that the contractor discovers hazardous materials, the contractor shall immediately notify the contract administrator or his/her designee. The MSBSD will not be held liable for any hazardous materials or waste that may be picked up at unauthorized locations along the route of the contractor.
- J. The contractor shall take all necessary precautions to prevent injury or hazard to MSBSD employees, students, or visitors and shall avoid causing unreasonable inconvenience to any person doing business on MSBSD property. The contractor shall take particular care to avoid interference with school bus loading and unloading.
- K. The contractor shall conduct operations in such a manner as to avoid damage to MSBSD property or adjacent property. If any such property is damaged as a result of the contractor's operations, it shall be replaced or restored at the contractor's expense and to the satisfaction of the property owner.
- L. If damage to dumpsters results from mishandling by the contractor, it shall be the responsibility of the contractor to restore the dumpster to its previous condition.
- M. The following shall be considered examples of non-performance:
 - 1. Failure to respond within time limits stated herein;
 - 2. Failure to maintain containers in a manner consistent with this contract;
 - 3. Failure to maintain vehicles in a manner consistent with this contract;
 - 4. Failure to maintain communications with the MSBSD;
 - 5. Failure to clean up litter at sites; and
 - 6. Any other deviation from the terms and conditions of this contract.



- N. When MSBSD staff observes non-performance, the contract administrator or his/her designee will document the non-performance in writing with a copy to the contractor. When non-performance is alleged in a citizen complaint, the MSBSD will keep a record and will forward the complaint to the contractor. The MSBSD may withhold all or a portion of the fees for a container trip in non-performance of this Agreement. Where repeated non-performance is documented, the MSBSD may terminate the contract for cause.
- O. Pricing should be inclusive of all costs, fees, and surcharges; including but not limited to container rental costs, transportation costs, regulatory fees, fuel surcharges, and disposal costs and surcharges.
- P. Paper received under this bid shall be used or sold as recyclable paper only. The MSBSD will make every effort to remove any documents containing confidential information, which will be processed and handled separately from this scope. The contractor shall not use, allow access to, or offer for resale any papers, documents, files, or records, nor the information contained therein.
- Q. The MSBSD reserves the right to add or remove schools/sites at any time during the life of the contract. Costs for added sites shall be of similar competitive value to the sites included in the original contract.
- R. The bin quantities listed on Attachment C: Bid Form are estimates/projections only. The MSBSD reserves the right to add, remove, or reallocate 96-gallon bins to/from individual sites as is in the best interest of the MSBSD. Per-bin rental costs for added/removed bins shall be in keeping with per-bin rental costs in the original contract.

4. <u>ADDITIVE ALTERNATES</u>

Additive alternate items may or may not be incorporated into the contract. Bidders should note costs for these items separately as shown on Attachment C: Bid Form.

A. <u>Mixed Paper and Cardboard - Charter Schools</u>

- 1. Provide pricing for mixed paper and cardboard recycling as described in Section 3, General Requirements at charter school sites as indicated on Attachment C: Bid Form.
- 2. Pricing should reflect the total monthly cost of mixed paper and cardboard recycling at the respective sites.
- 3. All general requirements of Section 3, General Requirements also apply to recycling services performed under this additive alternate.
- 4. The MSBSD reserves the right to award listed sites individually, or not at all; to award Mixed Paper Recycling for a site separately from Cardboard Recycling; and to add or remove such sites at any time during the life of the contract.

B. Alternate Service for Service Area 2

- 1. Instead of the service described in Section 3, General Requirements, the contractor will provide an alternate service model as described herein for Service Area 2 only.
- 2. Mixed Paper Recycling: In lieu of twice-monthly pickups of 96-gallon bins, the contractor will only provide rental of such bins. Bins will be used at the applicable sites and transported by the MSBSD to local recycling facilities. Please provide pricing for monthly rental only, where applicable on Attachment C: Bid Form.



- 3. Cardboard Recycling: In lieu of twice-monthly pickups of cardboard dumpsters, the contractor shall provide pickups of cardboard dumpsters on an on-call basis. Please list monthly rental costs for dumpsters separately from the per-occurrence haul/disposal fees, where applicable on Attachment C: Bid Form.
- 4. All other general requirements of Section 3, General Requirements also apply to recycling services performed under this additive alternate.
- 5. The MSBSD reserves the right to award listed sites individually, or not at all; to award Mixed Paper Recycling for a site separately from Cardboard Recycling; and to add or remove such sites at any time during the life of the contract.

5. CONTRACT AWARD

Contractors may bid on any service area or combination of service areas. The MSBSD will recommend award of a contract to the lowest responsive and responsible bidder for each service area. Contracts may be awarded to more than one contractor and not all schools or sites may be awarded at this time. The MSBSD reserves the right to award each service area independently.

6. CONTRACT TERM

The term of any contract resulting from this solicitation shall be for a two (2) year period beginning July 1, 2024 and ending June 30, 2026. The MSBSD reserves the right to renew the contract for three (3) additional one (1) year periods, under the same terms and conditions of the original contract upon mutual agreement between the MSBSD and the contractor. The MSBSD further reserves the right to add or remove additional schools and sites during the life of the contract.

7. **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

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

1. **GENERAL INFORMATION:**

| RECYCLING SERVICES FOR THE MSBSD | BID #B24-07 | |
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Mat-Su Borough School District || Purchasing Department || 690 Cope Industrial Way || Palmer, Alaska 99645 || P. 15

ATTACHMENT C: BID FORM

BASE BID:

SERVICE AREA 1 - CORE AREA, MIXED PAPER & CARDBOARD

| SCHOOL / SITE | ADDRESS | 96-GALLON BINS | BASE BID: 96-GALLON BIN TOTAL MONTHLY COST (MIXED PAPER ONLY) | CARDBOARD DUMPSTER SIZE | BASE BID: DUMPSTER TOTAL MONTHLY COST |
|--------------------------------|--------------------------------|-------------------|---|-------------------------------|---|
| Big Lake Elementary | 3808 S. Big Lake Road | 7 | | 6 yard | |
| Burchell High | 1775 W. Parks Highway | 4 | | 6 yard | |
| Butte Elementary | 4006 S. Butte Road | 5 | | 6 yard | |
| Career Tech High | 2472 N. Seward Meridian PkWy | N/A | N/A | 4 yard | |
| Colony High | 9550 E. Bogard Road | 17 | | 6 yard | |
| Colony Middle | 9250 E. Bogard Road | 12 | | 6 yard | |
| Cottonwood Creek Elementary | 800 N. Seward Meridian Parkway | 8 | | 6 yard | |
| Denaina Elementary | 7068 S.Knik Knack Mud Shack | 7 | | N/A | |
| Finger Lake Elementary | 5931 Eek Street | 7 | | 6 yard | |
| Goose Bay Elementary | 6400 Hollywood Road | 5 | | 6 yard | |
| Houston High | 12801 W. Hawk Lane | 9 | | 8 yard | |
| Houston Middle | 12501 W. Hawk Lane | 9 | | 6 yard | |
| Iditarod Elementary | 455 E. Carpenter Circle | 17 | | 6 yard | |
| Joe Redington Sr. Jr./Sr. High | 10015 Redington Road | 2 | | 6 yard | |
| Knik Elementary | 6350 Hollywood Road | 5 | | 6 yard | |
| Larson Elementary | 2722 E. Seldon Road | 7 | | 6 yard | |
| Machetanz Elementary | 4691 E. Nelson Road | 8 | | 6 yard | |
| Meadow Lakes Elementary | 1741 N. Pittman Road | 7 | | 6 yard | |
| Palmer High | 1170 W. Bogard Road | 11 | | 6 yard | |
| Palmer Jr. Middle | 1159 S. Chugach Street | 6 | | 6 yard | |
| Pioneer Peak Elementary | 1959 N. Trunk Road | 7 | | 6 yard | |
| Shaw Elementary | 3750 E. Paradise Lane | 7 | | 6 yard | |
| Sherrod Elementary | 561 N. Gulkana Street | 7 | | 6 yard | |
| Snowshoe Elementary | 2001 W. Fairview Loop | 9 | | 6 yard | |
| Sutton Elementary | 11672 N. Wright Way | 2 | | 6 yard | |
| Swanson Elementary | 609 N. Gulkana Street | 8 | | 6 yard | |
| Tanaina Elementary | 2250 Lucille Street | 7 | | 6 yard | |

SERVICE AREA 1 - CORE AREA, MIXED PAPER & CARDBOARD (CONTINUED)

| SCHOOL / SITE | ADDRESS | 96-GALLON BINS | BASE BID: 96-GALLON BIN TOTAL MONTHLY COST (MIXED PAPER ONLY) | CARDBOARD DUMPSTER SIZE | BASE BID: DUMPSTER TOTAL MONTHLY COST |
|-------------------------------|---------------------------------|-------------------|---|-------------------------------|---|
| Teeland Middle | 2788 N. Seward Meridian Parkway | 12 | | 6 yard | |
| Valley Pathways | 1150 N. France Road | 14 | | 6 yard | |
| Wasilla High | 701 E. Bogard Road | 14 | | 6 yard | |
| Wasilla Middle | 650 E. Bogard Road | 10 | | 6 yard | |
| Administration Building | 501 N. Gulkana Street | N/A | N/A | 6 yard | |
| District Warehouse | 690 Cope Industrial Way | N/A | N/A | *8 yard* | |
| Facilities | 3901 E. Bogard Rd | N/A | N/A | *3 yard* | |
| | Subtotals | ₩ | | ₩ | |
| TOTAL BASE BID – SERVICE AREA | – SERVICE AREA 1 | | \$ | | |

SERVICE AREA 2 - NORTHERN VALLEY, MIXED PAPER & CARDBOARD

| SCHOOL / SITE | ADDRESS | 96-GALLON BINS | BASE BID: 96-GALLON BIN TOTAL MONTHLY COST (MIXED PAPER ONLY) | CARDBOARD DUMPSTER SIZE | BASE BID: DUMPSTER TOTAL MONTHLY COST |
|-------------------------------|--------------------------|-------------------|---|-------------------------------|---|
| Su-Valley High | 42728 S. Parks Highway | 3 | | 6 yard | |
| Talkeetna Elementary | 13798 E. Veterans Way | 7 | | 6 yard | |
| Trapper Creek Elementary | 6742 E. Petersville Road | 1 | | 6 yard | |
| Willow Elementary | 31706 Parks Highway | 2 | | 6 yard | |
| | Subtotals | ₩ | | ₩ | |
| TOTAL BASE BID – SERVICE AREA | – SERVICE AREA 2 | | \$ | | |



RECYCLING SERVICES FOR THE MSBSD

ADDITIVE ALTERNATES:

CHARTER SCHOOLS, MIXED PAPER & CARDBOARD

| SCHOOL / SITE | ADDRESS | 96-GALLON BINS | 96-GALLON BIN TOTAL MONTHLY COST (MIXED PAPER ONLY) | CARDBOARD DUMPSTER SIZE | DUMPSTER TOTAL MONTHLY COST |
|--------------------------|---------------------------------|-------------------|--|-------------------------------|--------------------------------------|
| Academy Charter | 801 E. Arctic Avenue | 4 | | 6 yard | |
| American Charter Academy | 7202 W. Parks Highway | 4 | | 6 yard | |
| Birchtree Charter | 7107 E. Palmer-Wasilla Highway | 3 | | 6 yard | |
| Fronteras Charter | 2315 N. Seward Meridian Parkway | 2 | | 6 yard | |
| Knik Charter | 758 N Shoreline Dr. | 2 | | 6 yard | |
| Midnight Sun Charter | 7275 W. Midnight Sun Circle | 4 | | 6 yard | |
| Twindly Bridge Charter | 141 E. Seldon Road, Suite C | 2 | | 6 yard | |

SERVICE AREA 2 - NORTHERN VALLEY, MIXED PAPER & CARDBOARD - ALTERNATE SERVICE

| SCHOOL / SITE | ADDRESS | 96- GALLON BINS | BASE BID: 96-GALLON BIN TOTAL MONTHLY RENTAL | CARDBOARD DUMPSTER SIZE | DUMPSTER MONTLY RENTAL | DUMPSTER PER- OCCURRENCE HAUL/DISPOSAL FEE |
|---|--------------------------|-----------------------|---|-------------------------------|------------------------------|---|
| Su-Valley High | 42728 S. Parks Highway | 9 | | 12 yard | | |
| Talkeetna Elementary | 13798 E. Veterans Way | 4 | | 6 yard | | |
| Trapper Creek Elementary 6742 E. Petersville Road | 6742 E. Petersville Road | 2 | | 6 yard | | |
| Willow Elementary | 31706 Parks Highway | 4 | | 6 yard | | |

PICK-UP, CLEANING, AND RETURN OF DUMPSTERS:

| ₩ | ₩ |
|-----------------------|-----------------------|
| 6 cubic yard Dumpster | 8 cubic yard Dumpster |
| _; | ~i |

The undersigned hereby proposes to furnish all services, including labor, equipment, and supervision necessary to pick up and remove recyclable material from the sites listed herein for the Matanuska-Susitna Borough School District in full accordance with the Bidding Documents.



| Bidding Company: | Printed Name | Date: |
|------------------|--------------|--------------|
| Representative: | Signature | Printed Name |

APPENDIX 1: ADDENDUM ACKNOWLEDGEMENT

Please sign below to acknowledge receipt of all addenda. Return this form with your bid packet. Failure to acknowledge receipt of addenda may result in a determination of your proposal as non-responsive.

If no addenda have been issued, please indicate "NONE" below.

| Addendum No. | Receipt Acknowledged (Signature) | Date |
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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 |
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| Business Name |
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| 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:

There is no Excess Liability Insurance required for this bid.

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, must be submitted with this form or the application will be denied. ☐ Vendor Update/Change New Vendor Application Please check one: EIN or SSN Vendor Legal Name 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 Tyes ☐ 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. ☐ Yes* ■ No *Do you carry Worker's Compensation insurance? 🔲 Yes 🔲 No Do you have employees? Upon request, can you provide three (3) references from individuals/companies you have served? Authorized Agent Signature (Required) Printed Name and Title Date Purchasing Department Use Only: ■ No* Approved? Yes Vendor # W-9 Attached? ☐ Yes □ No Approved/Denied By Pre-Pay? Yes ∏ No *Reason for Denial

Alt. Vendor #

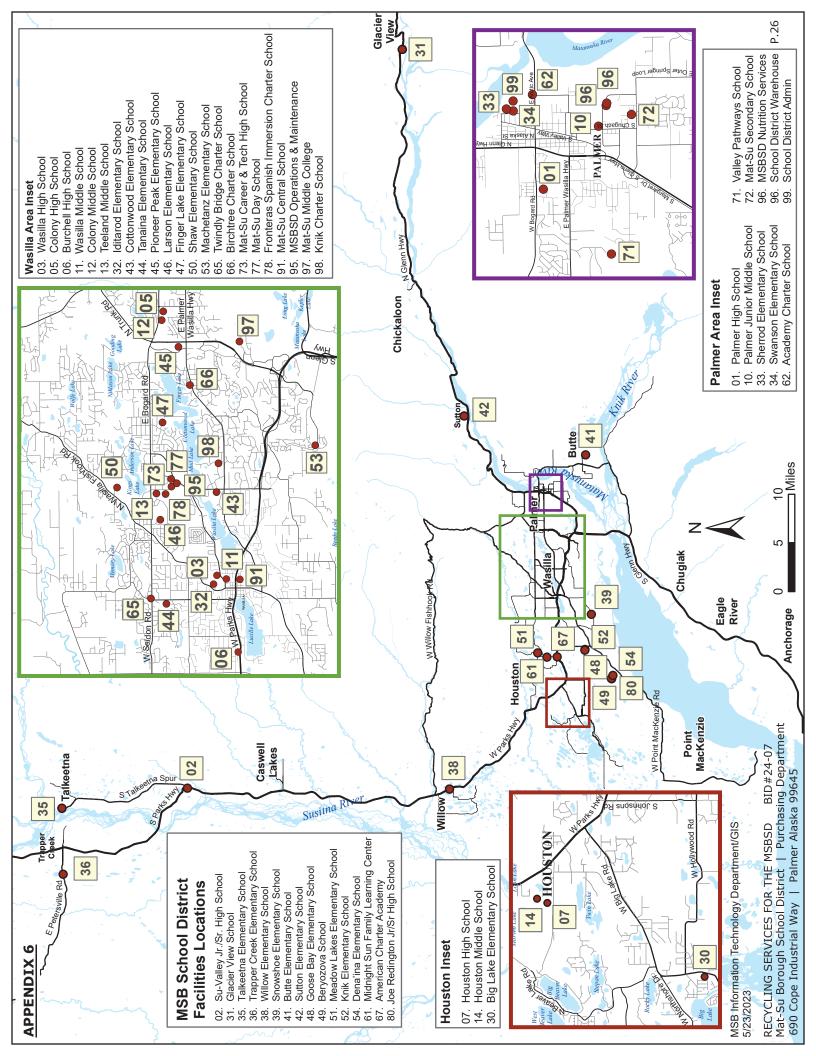
Sent to Acctg.:

Alt. Vendor Name

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 |
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Matanuska-Susitna Borough School District Elementary School Calendar - Pending State Approval 2024 - 2025

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August

| 9 | Work Day for Teachers (WD)* |
|-------|--|
| 12-13 | Professional Learning Day (PL)* |
| 14 | Work Day for Teachers (WD)* |
| 15 | School Opens for 1-12 (SO) |
| 22 | First Day for Kindergarten and PK (KG) |

September

| 2 | Labor Day Holiday (H)* | |
|----|------------------------|--|
| 16 | AK Reads Act Day (AK)* | |
| | | |

October

| | 18 | Quarter | 1 | Ends | (45 | Days |) |
|--|----|---------|---|------|-----|------|---|
|--|----|---------|---|------|-----|------|---|

November

| 4 | Parent Conference Day (PC)* |
|-------|---------------------------------|
| 5 | Professional Learning Day (PL)* |
| 11 | Veterans Day (V)* |
| 28-29 | Thanksgiving Holiday (H)* |
| | |

December

| 19 | Quarter 2 Ends (39 Days) |
|----|-----------------------------|
| 20 | Work Day for Teachers (WD)* |
| 25 | Christmas Holiday (H)* |
| | |

23-31 Winter Vacation (V)*

January

| , , | |
|-----|---------------------------------|
| 1 | New Years Day (H)* |
| 2-3 | Winter Vacation (V)* |
| 20 | Martin Luther King Jr. Day (H)* |
| | |

February

| 10 | Parent Conference Day (PC) |
|----|----------------------------|
| 17 | Parent Conference Day (PC) |

March

| 10-14 | Spring Vacation (V)* |
|-------|-----------------------------|
| 7 | Work Day for Teachers (WD)* |
| 6 | Quarter 3 Ends (41 Days) |
| | |

May

| 2 | Professional Learning Day (PL)* |
|----|--|
| 21 | Snow Day Makeup if needed (SN) |
| 22 | School Closes/Quarter 4 Ends (47 Days) |
| 23 | Work Day for Teachers (WD)* |
| | |

^{*}Indicates no school for students

| ς | NΛ | Т | ۱۸/ | Т | F | ς |
|---|-----|---|-----|---|---|---|
| 3 | 171 | | vv | | | ٦ |

| JANUARY | | | | | | |
|---------|----|----|----|----|----|----|
| H V V 4 | | | | | | |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | Н | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | | | 31 | |
| | | | | | | |

| FEBRUARY | | | | | | | | |
|----------|----|----|----|----|----|----|--|--|
| | | | | | | | | |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 | | |
| 9 | PC | 11 | 12 | 13 | 14 | 15 | | |
| 16 | PC | 18 | 19 | 20 | 21 | 22 | | |
| 23 | 24 | 25 | 26 | 27 | 28 | | | |
| | | | | | | | | |

| MARCH | | | | | | | | |
|-------|----|----|----|----|----|----|--|--|
| | | | | | | 1 | | |
| 2 | 3 | 4 | 5 | Q3 | WD | 8 | | |
| 9 | V | ٧ | V | V | V | 15 | | |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 | | |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 | | |
| 30 | 31 | | | | | | | |

| APRIL | | | | | | | |
|-------|----|----|----|----|----|----|--|
| | | 1 | 2 | 3 | 4 | 5 | |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 | |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 | |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 | |
| 27 | 28 | 29 | 30 | | | | |
| | | | | | | | |

| | | | MAY | | | |
|----|----|----|-----|----|----|----|
| | | | | 1 | PL | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | SN | SC | WD | 24 |
| 25 | Н | 27 | 28 | 29 | 30 | 31 |
| | | | | | | |

| JUNE | | | | | | | | |
|------|----|----|----|----|----|----|--|--|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | | |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 | | |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 | | |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 | | |
| 29 | 30 | | | | | | | |
| | | | | | | | | |

Matanuska-Susitna Borough School District Secondary School Calendar - Pending State Approval 2024 - 2025

| S | M | Τ | W | Т | F | S |
|---|---|---|---|---|---|---|

| JULY | | | | | | | |
|------|----|----|----|----|----|----|--|
| | 1 | 2 | 3 | Н | 5 | 6 | |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 | |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 | |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 | |
| 28 | 29 | 30 | 31 | | | | |
| | | | | | | | |

| AUGUST | | | | | | | |
|--------|----|----|----|----|----|----|--|
| | | | | 1 | 2 | 3 | |
| 4 | 5 | 6 | 7 | 8 | WD | 10 | |
| 11 | PL | PL | WD | SO | 16 | 17 | |
| 18 | 19 | 20 | 21 | KG | 23 | 24 | |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 | |
| | | | | | | | |

| SEPTEMBER | | | | | | | | | |
|-----------|----|----|----|----|----|----|--|--|--|
| 1 | Н | 3 | 4 | 5 | 6 | 7 | | | |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 | | | |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 | | | |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 | | | |
| 29 | 30 | | | | | | | | |
| | | | | | | | | | |

| OCTOBER | | | | | | | |
|---------|----|----|----|----|----|----|--|
| | | 1 | 2 | 3 | 4 | 5 | |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 | |
| 13 | 14 | 15 | 16 | 17 | Q1 | 19 | |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 | |
| 27 | 28 | 29 | 30 | 31 | | | |
| | | | | | | | |

| NOVEMBER | | | | | | | | |
|----------|----|----|----|----|----|----|--|--|
| 1 2 | | | | | | | | |
| 3 | PC | PL | 6 | 7 | 8 | 9 | | |
| 10 | V | 12 | 13 | 14 | 15 | 16 | | |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 | | |
| 24 | 25 | 26 | 27 | Н | Н | 30 | | |
| | | | | | | | | |

| DECEMBER | | | | | | | | |
|----------|----|----|----|----|----|----|--|--|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | | |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 | | |
| 15 | 16 | 17 | 18 | Q2 | WD | 21 | | |
| 22 | V | V | Н | ٧ | V | 28 | | |
| 29 | V | V | | | | | | |
| | | | | | | | | |

August

| . 0 | |
|-------|--|
| 9 | Work Day for Teachers (WD)* |
| 12-13 | Professional Learning Day (PL)* |
| 14 | Work Day for Teachers (WD)* |
| 15 | School Opens for 1-12 (SO) |
| 22 | First Day for Kindergarten and PK (KG) |
| | |

September

| 2 | Labor Day Holiday (H)* | |
|-------|--------------------------|--|
| | | |
| Octob | er | |
| 18 | Quarter 1 Ends (46 Days) | |
| | | |

November

| 4 | Parent Conference Day (PC)* |
|-------|---------------------------------|
| 5 | Professional Learning Day (PL)* |
| 11 | Veterans Day (V)* |
| 28-29 | Thanksgiving Holiday (H)* |

December

| 23-31 | Winter Vacation (V)* |
|-------|-----------------------------|
| 25 | Christmas Holiday (H)* |
| 20 | Work Day for Teachers (WD)* |
| 19 | Quarter 2 Ends (38 Days) |
| | |

January

| 1 | New Years Day (H)* |
|-----|---------------------------------|
| 2-3 | Winter Vacation (V)* |
| 20 | Martin Luther King Jr. Day (H)* |
| | |

February

17 Parent Conference Day (PC)*

March

| IVIGI CII | |
|-----------|-----------------------------|
| 6 | Quarter 3 Ends (41 Days) |
| 7 | Work Day for Teachers (WD)* |
| 10-14 | Spring Vacation (V)* |

May

| 21 | Snow Day Makeup if needed (SN) |
|----|--|
| 22 | School Closes/Quarter 4 Ends (47 Days) |
| 23 | Work Day for Teachers (WD)* |

^{*}Indicates no school for students

| S | M | Τ | W | Т | F | S |
|---|---|---|---|---|---|---|
| | | | | | | |

| JANUARY | | | | | | | | |
|---------|----|----|----|----|----|----|--|--|
| | | | Н | ٧ | V | 4 | | |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 | | |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 | | |
| 19 | Н | 21 | 22 | 23 | 24 | 25 | | |
| 26 | 27 | 28 | 29 | 30 | 31 | | | |
| | | | | | | | | |

| FEBRUARY | | | | | | | | |
|----------|----|----|----|----|----|----|--|--|
| | | | | | | | | |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 | | |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 | | |
| 16 | PC | 18 | 19 | 20 | 21 | 22 | | |
| 23 | 24 | 25 | 26 | 27 | 28 | | | |
| | | | | | | | | |

| MARCH | | | | | | | | |
|-------|----|----|----|----|----|----|--|--|
| | | | | | | | | |
| 2 | 3 | 4 | 5 | Q3 | WD | 8 | | |
| 9 | V | V | V | V | V | 15 | | |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 | | |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 | | |
| 30 | 31 | | | | | | | |

| APRIL | | | | | | | | | |
|-------|-----------|----|----|----|----|----|--|--|--|
| | 1 2 3 4 5 | | | | | | | | |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 | | | |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 | | | |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 | | | |
| 27 | 28 | 29 | 30 | | | | | | |
| | | | | | | | | | |

| MAY | | | | | | | | | | |
|-----|----|----|----|----|----|----|--|--|--|--|
| | | | | 1 | 2 | 3 | | | | |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 | | | | |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 | | | | |
| 18 | 19 | 20 | SN | SC | WD | 24 | | | | |
| 25 | Н | 27 | 28 | 29 | 30 | 31 | | | | |
| | | | | | | | | | | |

| JUNE | | | | | | | | | | |
|------|----|----|----|----|----|----|--|--|--|--|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | | | | |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 | | | | |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 | | | | |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 | | | | |
| 29 | 30 | | | | | | | | | |
| | | | | | | | | | | |