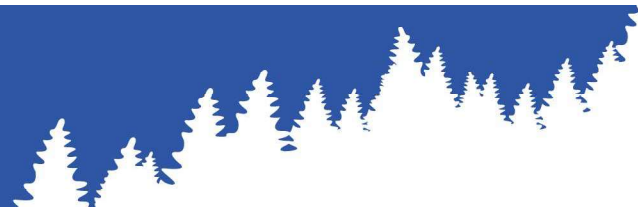




MATANUSKA-SUSITNA
BOROUGH SCHOOL DISTRICT



BID #B23-11

DAIRY PRODUCTS FOR NUTRITION SERVICES

Due Date and Time: **April 5, 2023** 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
bids@matsuk12.us
www.matsuk12.us/bids

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ADVERTISEMENT

	DATE OF ADVERTISEMENT
Frontiersman	February 22 and 24, 2023
Anchorage Daily News	February 22 and 24, 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 #B23-11

DAIRY PRODUCTS FOR NUTRITION SERVICES

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

DAIRY PRODUCTS FOR NUTRITION SERVICES

Bids are due on or before April 5, 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 #B23-11 ."

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.

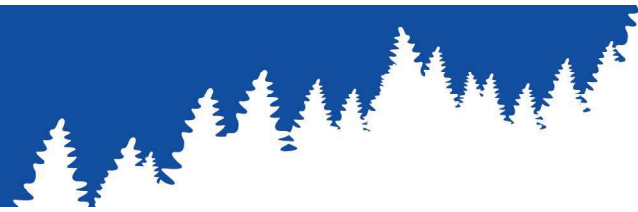
The MSBSD reserves the right to accept or reject any or all bids and waive any minor technicalities, informalities, and or irregularities as it deems appropriate.

2/20/23	Requested By:	E. Wouk	Approved By:	B. Munson
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DAIRY PRODUCTS FOR NUTRITION SERVICES

BID #B23-11





DAIRY PRODUCTS FOR NUTRITION SERVICES

BID #B23-11

INVITATION TO BID

THIS IS NOT A PURCHASE ORDER

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

DAIRY PRODUCTS FOR NUTRITION SERVICES

as specific herein.

Bids will be accepted until

April 5, 2023

at

2:00 p.m.

Questions will be accepted until

March 22, 2023

at

4:00 p.m.

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

DAIRY PRODUCTS FOR NUTRITION SERVICES

BID #B23-11



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 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

March 22, 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



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:

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

April 5, 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 #B23-11

Bid Title: DAIRY PRODUCTS FOR NUTRITION SERVICES

Due: April 5, 2023 at 2:00 p.m.

DAIRY PRODUCTS FOR NUTRITION SERVICES

BID #B23-11



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

ten (10)

 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.

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 Dairy Products as specified in Attachment C: Bid Form.

2. BACKGROUND

In accordance with Federal Public Law (PL 108.265 Section 204), the MSBSD has adopted a local school wellness policy for all schools in the MSBSD that involves parents, students, Nutrition Services staff, School Board, school administrators, and the public. This policy is ongoing with a purpose to promote wellness and reduce obesity in the MSBSD.

3. GENERAL REQUIREMENTS

A. Specifications for products covered by this bid can be found in Attachment C: Bid Form.

B. Any and all changes to the quantity, unit of measure, description, etc. must be marked on Attachment C: Bid Form.

4. ADDITIONAL SUBMITTAL REQUIREMENTS

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

A. Appendix 6: Suspension and Debarment

B. Appendix 7: Clean Air and Water

C. Appendix 8: Lobbying Activities

D. Appendix 9: Confidential Cost Breakdown

5. SUBSTITUTIONS

The contractor shall make no substitutions on the specified products without the express written permission of the contract administrator.

6. FUTURE SAMPLES

A. Any product considered by the Bidder to be equal to those products requested on this bid may be submitted for testing to the MSBSD Nutrition Services Department for use in future bids. Samples will not be tested for use in the 2023-2024 school year.

Samples submitted for the 2024-2025 school year must be submitted by April 5, 2023. Each sample must be noted on the Sample List Form, Appendix 7, and the form included with each sample.

B. Samples will be evaluated by the MSBSD Nutrition Services Department and may be added to future bids.

C. Samples must be furnished to the MSBSD at no charge. Samples will not be returned.

D. If a manufacturer or broker is supplying samples, list the manufacturer or broker and identify the samples they are supplying.

E. Each sample shall be completely identified (i.e. manufacturer's name and product ID number) in the same format as the products on the Specifications/Bid Form. Unidentified samples will not be considered. Product Nutritional Analysis Sheet, Appendix 8, is required for all samples.



F. Samples submitted directly by the manufacturers shall require the manufacturers to identify the samples as specified above.

G. A detailed explanation of the decoding procedure for dating product (i.e. expiration date) should accompany the sample and Product Nutritional Analysis Sheet, Appendix 8.

H. Samples shall be shipped or delivered to:

Nutrition Services Department
Matanuska-Susitna Borough School District
690 Cope Industrial Way
Palmer, AK 99645

I. Coordinate sample delivery and testing for the MSBSD through the contract administrator.

J. Approved products that undergo a formulation change are no longer considered "approved" and must be tested. It is up to the manufacturer and broker to keep the MSBSD up to date.

7. QUANTITIES

A. The quantities listed herein are **estimates** only and are not intended to commit the MSBSD to purchase any specific quantity. In the event the MSBSD requirements do not result in the request for the full amount described herein, such occurrence shall not constitute the basis for price adjustments under this bid or any contract.

B. The MSBSD reserves the right to add related items to the contract at any time during the period of the contract. Any items that may need to be added to this price request shall exhibit similar mark-up percentage as all other existing/awarded products on the price request.

C. **Bidders must state in their bids any change of quantities or unit of issue, due to manufacturer's unit pack, that they are bidding.** In the event a Bidder does not specify his/her quantities and/or unit pack, the MSBSD will assume the Bidder is bidding the quantity as specified in the bid and shall require delivery of the quantities specified.

8. AWARD OF CONTRACT

The MSBSD will recommend award of a contract to the lowest responsive and responsible bidder. **This bid will be awarded on an "All or None" basis and bidders are required to bid on all base bid items or their bid will not be considered.**

9. ORDERING PROCEDURES

A. Orders will be placed with the vendor(s) by authorized Nutrition Services employees.

B. The MSBSD has a preference for electronic ordering. If at all possible, the vendor should accommodate ordering via electronic means.

10. DELIVERY

A. The MSBSD deliveries are "as required". Anticipated required deliveries will be twice per week on Mondays and Wednesdays. An ordering schedule will be provided before the start of each school year.

B. All prices shall be net and must be F.O.B. Palmer. All deliveries shall be made to the Nutrition Services Department, 690 E. Cope Industrial Way, Palmer, Alaska.

C. Deliveries will be coordinated with the following Nutrition Services employees:

Diane Russo
(907) 861-5100

diane.russo@matsuk12.us

Crystal E Smith
(907) 861-5106

crystale.smith@matsuk12.us



D. The official MSBSD calendar for the 2023-2024 School year is attached as Appendix 6. Deliveries for holidays and vacation days shall be coordinated with the Nutrition Services Department and the contractor.

E. Fresh milk shall have a minimum of eight days shelf life remaining at the time of delivery. UHT shelf-stable milk products shall have a minimum of 45-60 days shelf life remaining at the time of delivery.

F. It shall be the responsibility of the vendor to assure that an authorized MSBSD employee accepts receipt of each delivery. Credit shall be given to the MSBSD for unusable products (e.g. leaking, frozen, sour, etc.) at the time of pickup and/or delivery.

G. Delivery vehicles must be equipped so that proper state of refrigeration is maintained for any perishable product. Temperatures of the product shall be no lower than thirty-four (34) degrees Fahrenheit and no higher than forty (40) degrees Fahrenheit. In all cases where product is shipped to the MSBSD from out of state, the vendor shall make use of a telltale thermometer to assure that the temperature has been maintained within the approved range during shipping. Vendor shall certify that each shipment has been so maintained. Vendor shall retain the tapes from the telltale thermometer for a period of at least six (6) months from the date of delivery to the MSBSD and shall, upon request from the MSBSD, provide access to these records to the MSBSD or the MSBSD's authorized designee at no additional cost to the MSBSD.

H. If deliveries are made in boxes, cases, or on racks, proper sanitation of these items is the responsibility of the vendor. The MSBSD may reject delivery of or return, at no cost, any containers delivered in an unsanitary condition including, but not limited to, any leaking containers or any containers, which have been affected by other leaking containers.

I. If the successful Bidder is unable to supply fresh, useable products as required (availability, sour milk, etc.), Bidder shall acquire acceptable replacement products from an approved source. Such replacement product is to be available to the MSBSD at the time of required service by the MSBSD. Price to the MSBSD shall be the same as that of the contract award price. Risk of late delivery, non-delivery or delivery of unacceptable product is assumed by and is the total responsibility of the vendor.

J. Purchase orders from the MSBSD shall be issued to the successful vendor(s). Items for each individual purchase order must be packaged separately and each carton must be marked as follows:

Nutrition Services Department
Matanuska-Susitna Borough School District
690 Cope Industrial Way
Palmer, AK 99645

Shippers Name _____

Purchase Order Number _____

Carton # _____ of _____

Cartons not conforming to the above requirements may be delayed in receiving and payment by the MSBSD.

K. Receipt and Acceptance

The MSBSD reserves the right to receive products from the contractor and examine such products to verify that the specifications and quality are as bid. If there are no exceptions, the invoice will be processed for payment. If there is an exception, the



supplier will be notified and a determination whether to reject or accept the product will be forthcoming. The contractor will be responsible for merchandise that is rejected. Damaged or inferior merchandise, for which the contractor is responsible, will be replaced within a reasonable time at no cost to the MSBSD.

L. The MSBSD may, at their discretion, receive pallets as is or request individual case count before acceptance.

M. All shipments shall be packaged to safeguard the property from damage. Further, all orders **shall be palletized and wrapped/banded if shipment warrants**. The pallets must be in like-new (undamaged) condition.

N. It is the responsibility of the vendor to ensure that all drop shipments from any and all manufacturers, distributors, etc., are clearly marked with the appropriate marking as indicated in Section (J) above.

O. Any shipments delivered in a van/container must be clearly marked with the appropriate MSBSD purchase order number, palletized and wrapped/banded. Also, material must be stacked with not less than one (1) foot of space between the top of the cartons and the ceiling of the van/container.

11. SCHEDULED ORDERING

A. If the Bidder elects to specify a minimum order quantity, it shall be so stated in the bid. **The MSBSD may consider the minimum order quantity in the evaluation of bids and elect to accept or reject, whichever is in the best interest of the MSBSD.**

B. The items described herein must be available and delivered within the guidelines set forth in this bid packet.

C. If the total quantity ordered cannot be delivered, a partial delivery must be authorized **in advance** by the MSBSD contract administrator. If a partial delivery is authorized, satisfactory arrangements must be made for delivery of the remaining order.

12. INVOICING AND PAYMENT

A. Original invoices for all items furnished under this contract shall be sent to the following address:

Matanuska-Susitna Borough School District
Nutrition Services Department
690 Cope Industrial Way
Palmer, AK 99645

B. Payment will be made upon receipt of products and Nutrition Services' actual inspection and acceptance of items ordered.

C. Purchase order numbers shall appear on all invoices.

D. The MSBSD is not subject to sales tax.

13. GUARANTEE, INSPECTION AND CERTIFICATION OF QUALITY

A. All items are to be guaranteed for their normal shelf life, provided proper care and storage conditions are maintained. Guarantee is to cover product as well as wrapper and/or container. Pull date is to be clearly indicated on each container.



B. Fresh milk products shall have a minimum of eight (8) days shelf life remaining at the time of delivery. UHT shelf-stable milk products shall have a minimum of 45-60 days shelf life remaining at the time of delivery.

C. All dairy products are to be clearly labeled with "best used by" date on each individual serving unit.

D. No product that is or has been frozen will be delivered by the vendor to the MSBSD.

E. Full code protection (current date production) is required on all merchandise delivered. Vendor shall conduct tests to assure that all products at the time of production meets the chemical, bacteriological, and temperature standards for Grade A pasteurized milk as required in Part 1 of the 1978 Grade A Pasteurized Milk Ordinance.

I. The MSBSD shall have access to all Quality Control documents on third party products. Vendor shall review the results of such tests prior to delivery of product to the MSBSD and shall not deliver any product to the MSBSD for which the required tests have not been performed or for which required standards have not been met.

II. Vendor shall maintain all such tests results for a period of at least six (6) months following delivery to the MSBSD and shall provide access to such results to the MSBSD or its designee as requested by the MSBSD at no additional cost to the MSBSD.

F. All dairy products, which are delivered to the MSBSD Nutrition Services Department, must be securely packaged, wrapped or cartoned. The vehicles used for transport must be covered and not used for any other use other than to transport finished food products. Damaged goods or pallets piled unreasonably high will not be accepted. Glass containers will not be accepted.

G. Inspection for visible damage, shortage, sanitation, etc., will be made at time of delivery. The MSBSD reserves the right to reject acceptance at a later date for any non-visible discrepancy with conditions or specifications contained in this bid. Discrepancies will be immediately called to the attention of the contractor and Chris Johnson, or his designee, (907) 861-5100, so that corrective action can be taken.

H. The vendor will be responsible for merchandise rejected for either visible or latent noncompliance. Damaged or inferior merchandise for which the vendor is responsible will be replaced at no increase in cost to the MSBSD.

I. The MSBSD may request, at no added cost, copies of any plan or products inspections or analysis.

J. The successful Bidder(s) must provide a current recall plan for the MSBSD in the event of a product being discontinued for any food safety reason.

14. PERFORMANCE GUARANTEE

In the event it becomes necessary to purchase any item on the "open market" due to nonperformance as specified (delivery time, shortage, condition of product, substitution of product, etc.) any increased cost to the MSBSD will be borne by the successful bidder for that item.

15. RELATIONS WITH VENDORS

The selected bidder shall comply with MSBSD School Board Policy BP 3315, Relations with Vendors. This policy states, in part: "No district employee or Board member shall accept personal gifts, commissions or expense-paid trips from individuals or companies selling equipment, materials, services required in the operation of district programs."



16. TEMPERATURE REQUIREMENTS

A. All frozen products must be delivered so that the product is frozen solid and has been continuously maintained frozen solid at zero (0) degrees Fahrenheit or below, prior to receiving at the F.O.B. point.

B. The successful contractors must show proof of temperature history from shipping point to F.O.B. point. A Ryan temperature recorder or a similar device may be used.

17. CONTRACT TERM

The term of any contract resulting from this solicitation shall be for a one (1) year period beginning July 1, 2023. The MSBSD reserves the right to renew the contract for four (4) additional one (1) year terms, upon mutual written agreement between the MSBSD and the contractor. The MSBSD may exercise this option by giving written notice to the contractor prior to the expiration of the then-existing term, if it is found to be in the MSBSD's best interest.

18. 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 SUPPLY BIDS

1. GENERAL INFORMATION:

The following special conditions apply to bids of a supply nature.

2. AWARD OF LINE ITEMS:

This bid may result in more than one award. Unless otherwise stated in the bidding documents, contracts, if awarded, shall be awarded to the lowest responsive, responsible bidder for each line item. Qualified bids that combine or group individual items for weight purposes, minimum dollar amounts, or manufacturer volumes, etc. may be considered if the bidder clearly indicates the qualifications on Attachment C, Bid Form.

3. BRAND:

A. Bidders must bid on the brand names and numbers as specified. Brand names and manufacturer numbers furnished are the identification of the type of product and quality required. Unless explicitly stated otherwise, no other brands will be accepted.

B. All bidders must indicate the manufacturer's brand name and item number of the item bid in the appropriate column of the bid form (do not use "as specified" in responding to this requirement). Bids that do not show the information listed above may be disqualified. The MSBSD reserves the right to decide what is an acceptable equal to any product in this bid.

C. All products supplied from resulting contracts must be original, new, and the brand and product ID number originally bid. The product shall be readily identifiable as the brand and product ID number bid and shall be packaged in standard manufacturer's cartons, containers, and packages whenever possible. Unlabeled products are not acceptable.

4. QUANTITIES:

A. The quantities listed herein are estimates only and are not intended to commit the MSBSD to purchase any specific quantity. In the event the MSBSD requirements do not result in the request for the full amount described herein, such occurrence shall not constitute the basis for price adjustments under this bid or any contract.

B. Bidders must state in their bids any change of quantities or unit of issue, due to manufacturer's unit pack, that they are bidding. In the event a bidder does not specify the quantities and/or unit pack, the MSBSD will assume the bidder is bidding the quantity as specified in the bid and shall require delivery of the quantities specified.

C. The MSBSD reserves the right to add related items to the contract at any time during the period of the contract. Any items that may need to be added to this price request shall exhibit similar mark-up percentage as all other existing/awarded products on the price request.

5. DELIVERY:

A. The School District requires delivery within thirty (30) days ARO (after receipt of order).

B. Delivering carrier must call 24 hours before making delivery, assuring District personnel will be available for unloading. Call (907) 861-5120 or (907) 861-5121 for delivery. No deliveries will be accepted after 3:00 p.m.

C. Vendor may become ineligible for future bids unless all items are delivered within the specified time. Extenuating circumstances will be given consideration in all terms listed above.

6. PRICING:

A. When unit prices are requested, unit prices will prevail. In the event an error exists in the extension, or total, the unit price shall prevail.

B. Prices should be stated in units of quantity specified with packing included.

C. When practicable, orders shall be made by the pallet. However, not all products and/or quantities may be ordered at one time.

D. Bids shall be F.O.B. Palmer, Alaska.



7. CONTRACT PRICE CHANGES AND ADJUSTMENTS

The price of the items listed in the Bid Form shall remain fixed for the first 90 calendar days of the contract period. Thereafter, price increases/decreases will be based on the Cost Change Approval Procedure described in 7(A) below. No price changes shall be permitted on orders received by the contractor which are in process or filled but awaiting delivery prior to the general published price list changes.

A. No cost adjustments to any unit prices shall occur within the first 90 days of contract performance. Thereafter, a product price adjustment may be made monthly. To request a price adjustment, the contractor shall, by the 15th of each month, provide the Nutrition Services Department Supervisor, Diane Russo or her designee with a new unit cost for each item under contract for the succeeding month reflecting an increase or decrease. The Confidential Cost Breakdown Form shall be used to provide the new unit cost for each product. The costs established for the Product Unit Cost and the Freight Cost as submitted with the bid shall be the basis to calculate the first cost adjustment. Each succeeding cost increase/decrease will be based on the preceding month's approved cost list. The contractor must provide written documentation, such as actual invoices, from the manufacturer/supplier, and/or the freight company, justifying the cost adjustments. There will be no adjustments allowed in the profit cost. Profit costs shall remain a fixed dollar amount for the life of the contract, including any extension thereto. Any decrease in costs must be passed on to the MSBSD. No adjustments will be granted without the submission of this form and associated backup.

8. REBATES:

If the manufacturer rebates are allowed or offered, they will be paid to the MSBSD.

9. CASH DISCOUNTS:

All bid prices must be net. Cash discounts quoted for prompt payment of invoices will not be considered as a factor in awarding of bids.



SPECIFICATIONS/BID FORM

Item #	Estimated Quantity	Unit	Description		
1	50	ea	COTTAGE CHEESE, LOWFAT U.S. Grade A, fresh, pasteurized, 1.5% milkfat, white, small curd, acidic, mild flavor, must meet or exceed all minimum State of Alaska and U.S. Public Health Service regulations and codes, to be packaged in round top polyethylene coated non-leaking cartons. 5 lb. container	Unit Price: Brand: Product ID No: Pack Size: Shelf Life: Delivery Time:	/ea
2		ea	COTTAGE CHEESE, 4% U.S. Grade A, fresh, pasteurized, 4% milkfat, white, small curd, acidic, mild flavor, must meet or exceed all minimum State of Alaska and U.S. Public Health Service regulations and codes, to be packaged in round top polyethylene coated non-leaking cartons. 24oz. container	Unit Price: Brand: Product ID No: Pack Size: Shelf Life: Delivery Time:	/cs
3	12,000	cs	MILK, LOWFAT, 1%, White, 50 1/2 pints per case U.S. Grade A, fresh, pasteurized, must meet or exceed all minimum State of Alaska and U.S. Public Health Service regulations and codes, to be packaged in gable top polyethylene coated, non-leaking paperboard cartons. Plastic Bottles will be acceptable provided a recycling plan or course of action is included. One-half pint	Unit Price: Brand: Product ID No: Pack Size: Shelf Life: Delivery Time:	/cs
4		cs	MILK, FAT FREE, White, 50 1/2 pints per case U.S. Grade A, fresh, pasteurized, must meet or exceed all minimum State of Alaska and U.S. Public Health Service regulations and codes, to be packaged in gable top polyethylene coated, non-leaking paperboard cartons. Plastic Bottles will be acceptable provided a recycling plan or course of action is included. One-half pint	Unit Price: Brand: Product ID No: Pack Size: Shelf Life: Delivery Time:	/cs
5	14,000	cs	MILK, FAT FREE, Chocolate 50 1/2 pints per case U.S. Grade A, fresh, pasteurized fat free milk, must meet or exceed all minimum State of Alaska and U.S. Public Health Service regulations and codes, to be packaged in gable top polyethylene coated, non-leaking paperboard cartons. Plastic bottles will be acceptable provided a recycling plan or course of action is included. Formulation must reflect no greater than 18 grams of sugar per serving unless sampled and approved. One-half pint	Unit Price: Brand: Product ID No: Pack Size: Shelf Life: Delivery Time:	/cs
6	100	cs	MILK, FAT FREE, Strawberry 50 1/2 pints per case U.S. Grade A, fresh, pasteurized fat free milk, must meet or exceed all minimum State of Alaska and U.S. Public Health Service regulations and	Unit Price: Brand: Product ID No:	/cs

SPECIFICATIONS/BID FORM

Item #	Estimated Quantity	Unit	Description		
			codes, to be packaged in gable top polyethylene coated, non-leaking paperboard cartons. Plastic bottles will be acceptable provided a recycling plan or course of action is included. Formulation must reflect no greater than 18 grams of sugar per serving unless sampled and approved. One-half pint	Pack Size: Shelf Life: Delivery Time:	
7	800	cs	MILK, UHT SHELF-STABLE, 1%, White U.S. Grade A, fresh, ultra-pasteurized, must meet or exceed all minimum State of Alaska and U.S. Public Health Services regulations and codes, to be packaged in Tetra Brik aseptic cartons. Shelf life 45-60 days. One-half pint	Unit Price: Brand: Product ID No: Pack Size: Shelf Life: Delivery Time:	/cs
8	600	cs	MILK, UHT SHELF-STABLE, NONFAT, Flavored, Chocolate, Strawberry, etc. U.S. Grade A, fresh, ultra-pasteurized, must meet or exceed all minimum State of Alaska and U.S. Public Health Services regulations and codes, to be packaged in Tetra Brik aseptic cartons. Shelf life 45-60 days. One-half pint	Unit Price: Brand: Product ID No: Pack Size: Shelf Life: Delivery Time:	/cs
9	450	ea	SOUR CREAM, Regular U.S. Grade A, fresh, fat (4.0% to 10.0%), milk solids-non-fat stabilizer (0.6% to 1.0%), must meet or exceed all minimum State of Alaska and U.S. Public Health Service regulations and codes, to be packaged in round top polyethylene coated non-leaking cartons. 16 oz.	Unit Price: Brand: Product ID No: Pack Size: Shelf Life: Delivery Time:	/ea
10	240	ea	SOUR CREAM, Regular U.S. Grade A, fresh, fat (4.0% to 10.0%), milk solids-non-fat stabilizer (0.6% to 1.0%), must meet or exceed all minimum State of Alaska and U.S. Public Health Service regulations and codes, to be packaged in round top polyethylene coated non-leaking cartons. 5 lb. container	Unit Price: Brand: Product ID No: Pack Size: Shelf Life: Delivery Time:	/ea
11	25,000	ea	YOGURT, LOWFAT, Assorted fruit flavors U.S. Grade A, fresh, pasteurized, homogenized, skimmed milk, enriched with added milk solids-non-fat, with active yogurt cultures, 1 1/2% milkfat, high in calcium, smooth yogurt with chunks of real fruit mixed throughout, to be packaged in 4 ounce sealed non-leaking cartons. 4 oz.	Unit Price: Brand: Product ID No: Pack Size: Shelf Life: Delivery Time:	/ea
12	30	cs	YOGURT, 5%, Milk fat minimum. U.S. Grade A, Cultured, pasteurized, minimum calories of 200 per cup high in calcium, smooth yogurt with honey, vanilla, or plain flavor. 32 oz container.	Unit Price: Brand: Product ID No: Pack Size: Shelf Life: Delivery Time:	/ea
All dairy products are to be clearly labeled with "best used by" date on each individual serving unit.					

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.

[illegible]

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 per accident for bodily injury or disease, and any other coverage that may apply to work performed by employees in this agreement and any project hereunder.

2. COMMERCIAL GENERAL LIABILITY INSURANCE:

The contractors and subcontractors shall procure and maintain during the life of this agreement, 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; C) Products/Completed Operations; and D) shall be endorsed to include Sexual Abuse and Molestation Liability.

3. EXCESS LIABILITY:

Excess Liability insurance with a limit of liability not less than \$1,000,000 per occurrence or claim, and \$1,000,000 policy aggregate over the Commercial General Liability, and Employers Liability policies

4. 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.

5. 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.

6. INDEMNIFICATION AND HOLD HARMLESS:

Each party shall indemnify, defend, and hold the other party harmless from and against any claim of, or liability for, negligent acts, errors, and omissions of the other party under this agreement. However, a party is not required to indemnify, defend, or hold the other party harmless for a claim of, or liability for, the independent negligent acts, errors, and omissions of the other party. If there is a claim of, or liability for, a joint negligent act, error, or omission of both parties, the indemnification, defense, and hold harmless obligations of this provision shall be apportioned on a comparative fault basis. This indemnification shall survive the expiration or termination of this Agreement.

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.

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

<hr/> Authorized Agent Signature (Required)	<hr/> Date	<hr/> Printed Name and Title
---	------------	------------------------------

Purchasing Department Use Only:

Approved? Yes ☐ No* ☐ Vendor #

W-9 Attached? ☐ Yes ☐ No Approved/Denied By

Pre-Pay? ☐ Yes ☐ No *Reason for Denial

Sent to Acctg.: Alt. Vendor # Alt. Vendor Name

DAIRY PRODUCTS FOR NUTRITION SERVICES

BID #B23-11



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:
SUSPENSION AND DEBARMENT CERTIFICATION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY
EXCLUSION -- LOWER TIER COVERED TRANSACTIONS

NOTE: This certificate must be completed for all new and renewal contract years when the contract exceeds \$25,000.

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by the Matanuska-Susitna Borough School District (MSBSD). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Alaska and the MSBSD, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
 - A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

Names(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date



APPENDIX 7:
CLEAN AIR AND WATER CERTIFICATION:

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

1. Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the State of Alaska and understands and agrees that the State of Alaska will, in turn, report each violation as required to assure notification to the Matanuska-Susitna Borough School District (MSBSD), Federal Awarding Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the Federal Awarding Agency.

2. Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the State of Alaska and understands and agrees that the State of Alaska will, in turn, report each violation as required to assure notification to the Matanuska-Susitna Borough School District (MSBSD), Federal Awarding Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the Federal Awarding Agency.

Organization Name

Names(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date



APPENDIX 8:
CERTIFICATION REGARDING LOBBYING/DISCLOSURE OF LOBBYING ACTIVITIES

BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

To be submitted with each bid or offer exceeding \$100,000.

The undersigned Contractor certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Organization Name

Names(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date



APPENDIX 9 **CONFIDENTIAL COST BREAKDOWN FORM**

This form must be completed and submitted with the bid documents.

The information provided on this form is confidential and will not be available for public viewing.

Bid Item	Product Description	Product Unit Cost	Freight Index (%)	Profit	Total Unit Cost
	EXAMPLE Milk, ½ pint	\$1.00	15% (\$.15)	\$.10	\$1.25
1	Cottage Cheese, Low-Fat 5#				
2	Cottage Cheese, 4% 24oz container				
3	Milk, Low-fat 1%, White One-half Pint				
4	Milk, Fat Free, White, One-half Pint				
5	Milk, Fat Free, Chocolate One-half Pint				
6	Milk, Fat Free, Strawberry One-half Pint				
7	Milk, UGT Shelf-Stable, 1% White One-half Pint				
8	Milk, UGT Shelf-Stable, nonfat, flavored, chocolate, strawberry, etc. One-half Pint				
9	Sour Cream, Regular 16 oz.				
10	Sour Cream, Regular 5 lb				
11	Yogurt, Low Fat, Assorted fruit Flavors, 4 oz.				
12	Yogurt, 5% Milk Fat Minimum, 32 oz.				

Note to Bidder: Profit is a fixed amount of cost and shall not be adjusted. Profit is to include any and all other cost elements (i.e. overhead, insurance, etc.).

Date: _____ Vendor: _____

Bidder Signature: _____

Printed Name: _____ Title: _____

For use by MSBSD only:

Approved by:

Signature

Date



Appendix 10

Matanuska-Susitna Borough School District

School Calendar

2023 - 2024

S	M	T	W	T	F	S
---	---	---	---	---	---	---

JULY						
						1
2	3	H	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	9	WD	PL	12
13	WD	SO	16	17	18	19
20	21	PK/K	23	24	25	26
27	28	29	30	31		

SEPTEMBER						
					1	2
3	H	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	PC	PL	21
22	23	24	25	26	27	28
29	30	31				

NOVEMBER						
			PL	PL	PL	4
5	6	7	8	9	V	11
12	13	14	15	16	17	18
19	20	21	22	H	H	25
26	27	28	29	30		

DECEMBER						
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	Q2	WD	23
24	H	V	V	V	V	30
31						

August

10	Work Day for Teachers (WD)*
11	Professional Learning Day (PL)*
14	Work Day for Teachers (WD)*
15	School Opens for 1-12 (SO)
22	First Day for Preschool/Kindergarten

September

4	Labor Day Holiday (H)*
---	------------------------

October

18	Quarter 1 Ends (46 Days)
19	Parent Conference Day (PC)*
20	Professional Learning Day (PL)*

November

1-3	Professional Learning Day (PL)*
10	Veteran's Day (V)*
23-24	Thanksgiving Holiday (H)*

December

21	Quarter 2 Ends (38 Days)
22	Work Day for Teachers (WD)*
25	Christmas Holiday (H)*
26-29	Winter Vacation (V)*

January

1	New Years Day (H)*
2-5	Winter Vacation (V)*
15	Martin Luther King Jr. Day (H)*

February

19	Parent Conference Day (PC)*
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March

6	Quarter 3 Ends (41 Days)
7	Work Day for Teachers (WD)*
8-18	Spring Vacation (V)*

April

26	Professional Learning Day (PL)*
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May

23	School Closes/Quarter 4 Ends (47 Days)
24	Work Day for Teachers (WD)*

*Indicates no school for students

S	M	T	W	T	F	S
---	---	---	---	---	---	---

JANUARY						
	H	V	V	V	V	6
7	8	9	10	11	12	13
14	H	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

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

MARCH						
					1	2
3	4	5	Q3	WD	V	9
10	V	V	V	V	V	16
17	V	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	PL	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	21	22	SC	WD	25
26	H	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						

APPENDIX 12:
PRODUCT NUTRITIONAL ANALYSIS SHEET

S/N Stock Number	_____	Name	_____
Pieces Per Serving	_____	Manufacturer	_____
Item Serving Size	_____	Product Code #	_____

NUTRITIONAL AMOUNT PER SERVING

***NUTRIENTS**

Calories (kcal)	Calories _____	Shelf Life:	_____
Protein	Grams _____	Contributions:	_____
Vitamin A	I.U. _____	Meat/MA:	_____
Vitamin C	Mg _____	Bread:	_____
Iron	Mg _____	Vegetable:	_____
Calcium	Mg _____	Fruit:	_____
Total Fat	Grams _____	Code Date Information:	_____
Saturated Fat	Grams _____	Example:	_____
Carbohydrates	Grams _____		_____
Fiber	Grams _____		_____
Cholesterol	Mg _____		_____
Sodium	Grams _____		_____

***All Nutrients must be provided even if zero.**

Nutritional analysis sheet must be accompanied by a certification sheet stating the information is true and correct and must be signed by an authorized representative of the company.

