MATANUSKA-SUSITNA
BOROUGH SCHOOL DISTRICT

RFP #B24-14

PROCUREMENT OF CONSUMABLE SUPPLIES FOR THE MSBSD

Due Date and Time: July 9, 2024 at 2:00 PM

Enclosed:

Request for Proposal
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

TABLE OF CONTENTS

TABLE OF CONTENTS . . . . . P. 1

ADVERTISEMENT FOR RFP . . . . . P. 2

REQUEST FOR PROPOSAL AND INSTRUCTIONS TO PROPOSERS . . . . . P. 3

ATTACHMENT A: SCOPE OF SERVICES . . . . . P. 11

ATTACHMENT B: EVALUATION CRITERIA . . . . . P. 19

ATTACHMENT C: COST PROPOSAL FORM . . . . . P. 22

APPENDIX 1: ADDENDUM ACKNOWLEDGEMENT . . . . . P. 27

APPENDIX 2: NON-COLLUSION CERTIFICATE . . . . . P. 28

APPENDIX 3: INSURANCE . . . . . P. 29

APPENDIX 4: VENDOR PAPERWORK . . . . . P. 31

APPENDIX 5: PROPOSED SUBCONTRACTORS AND SUPPLIERS . . . . . P. 32

APPENDIX 6: SUSPENSION OF DEBARMENT. . . . . P. 33

APPENDIX 7: CLEAN AIR AND WATER . . . . . P. 34

APPENDIX 8: LOBBYING ACTIVITIES . . . . . P. 35

APPENDIX 9: RECOVERED MATERIALS . . . . . P. 36

APPENDIX 10: SCHOOL CALENDARS . . . . . P. 37

ADVERTISEMENT

	DATE OF ADVERTISEMENT
Frontiersman	June 19 and 21, 2024
Anchorage Daily News	June 19 and 21, 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
REQUEST FOR PROPOSALS

RFP #B24-14

PROCUREMENT OF CONSUMABLE SUPPLIES FOR THE MSBSD

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

PROCUREMENT OF CONSUMABLE SUPPLIES FOR THE MSBSD

Proposals are due on or before July 9, 2024 at 2:00 PM Palmer, Alaska time. Sealed proposals must be submitted and received by the MSBSD Purchasing Department, 690 Cope Industrial Way, Palmer, AK 99645, on or before said date and time designated for receipt of proposals. All proposals must be marked " RFP #B24-14 ." Proposal 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 proposals and waive any minor technicalities, informalities, and/or irregularities as it deems appropriate.

	Requested By:	Erin Dywer	Approved By:	Beth Munson

MATANUSKA-SUSITNA BOROUGH SCHOOL DISTRICT

PROCUREMENT OF CONSUMABLE SUPPLIES FOR THE MSBSD

RFP #B24-14

REQUEST FOR PROPOSAL

THIS IS NOT A PURCHASE ORDER

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

PROCUREMENT OF CONSUMABLE SUPPLIES FOR THE MSBSD

as specific herein.

Proposals will be accepted until	July 9, 2024	at	2:00 PM
Questions will be accepted until	June 25, 2024	at	4:00 PM

PROPOSER 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

INSTRUCTIONS TO PROPOSERS

1. GENERAL INFORMATION:

The Matanuska-Susitna Borough School District (MSBSD) is requesting proposals from qualified proposers to provide the scope of services as specified in Attachment A, Scope of Services. Copies of the Request for Proposal (RFP) 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.

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

2. GENERAL STATEMENT:

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

3. PRE-PROPOSAL CONFERENCE:

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

4. EXAMINATION OF RFP DOCUMENTS:

A. Proposers shall carefully examine the RFP documents before submitting a proposal. The submission of a proposal shall be an admission that the proposer 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 RFP 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 proposal, unless such understanding or representations are expressly stated in the RFP documents or addenda.

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

5. INTERPRETATION OR CORRECTION OF PROPOSAL DOCUMENTS:

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

June 25, 2024	at	4:00 PM	Palmer, Alaska time.

Any questions received after this date and time will not be answered. Questions should reference the applicable RFP 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

Interpretations, corrections, responses to questions, and changes to the Proposal Documents will be made by addenda. Interpretations, corrections, responses to questions, and changes to the Proposal Documents made in

5. INTERPRETATION OR CORRECTION OF PROPOSAL DOCUMENTS (CONT.):
any other manner will not be binding to the MSBSD and proposers shall not rely on them. All addenda issued shall become part of the agreement documents. It is the proposer'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 proposal may be deemed non-responsive.**

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

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

C. Proposals may be rejected if they show any omissions, alteration of the forms, additions not called for, conditional or alternate proposals not called for, qualified proposals, or irregularities of any kind.

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

7. SUBMITTAL REQUIREMENTS:
Refer to Attachment A, Scope of Services, for the full submittal requirements specific to this RFP.

8. PROPOSALS:
A. Signed proposals **MUST** be in the MSBSD Purchasing Department office on or before

July 9, 2024	at	2:00 PM	Palmer, Alaska time.

B. It is the responsibility of all proposers to ensure that their proposals and associated documents are in the office of the Purchasing Department prior to the time of the scheduled RFP opening. Proposals **MUST** be in **SEALED** envelopes clearly marked as follows:

RFP Number:	RFP #B24-14		
RFP Title:	PROCUREMENT OF CONSUMABLE SUPPLIES FOR THE MSBSD		
Due:	July 9, 2024	at	2:00 PM

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

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

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

F. The MSBSD will not accept proposals via fax machine or e-mail.

G. The MSBSD reserves the right to accept or reject any or all proposals, consider alternatives, and further reserves the right to waive minor informalities in procedures.

9. WITHDRAWAL FROM CONSIDERATION:
Proposals may be withdrawn upon written request delivered to the MSBSD Purchasing Department prior to the date and time designated for receipt of proposals. However, no proposer shall withdraw or cancel their proposal

9. WITHDRAWAL FROM CONSIDERATION (CONT.):
for a period of ninety (90) calendar days after said date and time designated for the receipt of proposals, nor shall the selected proposer withdraw, cancel, or modify their proposal after having been notified by the Purchasing Department that said proposal has been accepted by the MSBSD.

10. PROPOSAL EVALUATION:
A. An Evaluation Committee will be selected by the MSBSD to review the proposals.

B. The Evaluation Committee may elect to interview any or all proposers at its discretion, but is not required to do so.

C. Any proposers selected for an interview may be expected to make a presentation followed by a question and answer period at the MSBSD main administrative office (501 N. Gulkana St.; Palmer, AK 99645).

D. The MSBSD will select the proposal that reflects what is believed to be the best combination of price, experience, expertise, other cost factors, management capability, and understanding of the needs of the MSBSD. Proposals will be evaluated per the criteria outlined in Attachment B, Evaluation Criteria.

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

A. With the proposer who submits the most attractive proposal that is acceptable to the MSBSD;

B. With the proposers who have submitted proposals that are within the established competitive range; or

C. With all proposers.

Negotiations, if conducted, will occur after the opening date of the RFP and after evaluation by the Evaluation Committee. Proposers will be accorded fair and equal treatment during negotiations with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information derived from proposals submitted. Upon completion of negotiations, if any, the MSBSD may call for "best and final offers" at its discretion.

12. AWARD OF CONTRACT:
A. The MSBSD will award a contract to the proposer with the highest score on the evaluation criteria outlined in Attachment B, Evaluation Criteria.

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

C. The MSBSD reserves the right to reject any and all proposals and to waive any minor informalities and/or irregularities in submittal of a proposal or award of the agreement and to request clarification of information from any proposer. The MSBSD is not obligated to enter into a contract on the basis of any bid or proposal submitted in response to the RFP.

D. The MSBSD reserves the right to make awards within a ninety (90) calendar day award period from the date proposals are opened. Proposals must be firm for the award period and the contracted service period.

13. AVAILABILITY OF FUNDS:
A. The MSBSD reserves the right, at its sole discretion, to cancel this RFP or any part thereof, at any time, prior to an award of contract issued under this RFP.

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

14. REQUEST FOR ADDITIONAL INFORMATION:
A. The MSBSD reserves the right to request clarification of ambiguous proposal language current audited financial statements; qualifications of management personnel, including program manager or field supervisors' performance references; or other information deemed relevant at any time prior to proposal award. Proposers

14. REQUEST FOR ADDITIONAL INFORMATION (CONT.):

agree to provide such requested information within three (3) business days of the request.

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

C. The MSBSD reserves the right to make investigations of the qualifications of the proposer as it deems appropriate, including but not limited to a background investigation conducted by proper authorities.

15. PUBLIC RECORDS CLAUSE:

This RFP and the resulting proposals received, together with copies of all documents pertaining to the award of a contract, will be kept by the Purchasing Department and made a part of the record, which will be open to public inspection, unless restricted by the proposer and School Board Policy, once the Notice of Intent to Award has been issued. If a proposal contains any information which is proprietary or confidential, each page of the 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. A confidential watermark is required. MSBSD is not responsible for release of any documents not marked in this manner. The proposal tabulation sheet shall be open to public inspection as soon as practicable after the Notice of Intent to Award has been issued.

16. PROTEST OF AWARD:

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

A. An unsuccessful proposer must submit its protest within [ten (10)] days of the date of the Notice of Intent to Award issued by the MSBSD Purchasing Department.

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

C. Upon receipt of the request for review, the Purchasing Department shall schedule an informal hearing to include the successful proposer, the protesting proposer, the Assistant Superintendent of Business and Operations, and a representative of the Purchasing Department. At such time, the proposer 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.

17. CONTRACT:

The contract between the MSBSD and the proposer shall consist of (1) the RFP and any attachments and/or amendments and/or addenda thereto; (2) the proposal submitted by the contractor in response to the RFP; and (3) the actual written agreement or contract. In the event of a conflict in language between the documents reference above, the provisions and requirements set forth and/or referenced in the RFP documents shall govern.

18. 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 proposer 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 proposers 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.**

19. 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

19. LICENSES (CONT.):

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/cbpl/BusinessLicensing/BusinessLicensingFormsFees.aspx

Matanuska-Susitna Borough:
http://www.matsugov.us/business-licenses

20. 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 selected proposer within thirty (30) calendar days after the MSBSD receives and approves a written request for payment or invoice from the contractor. The request for payment or invoice may be submitted to the Matanuska-Susitna Borough School District, Attn: Accounting Department; 501 N. Gulkana St.; Palmer, AK 99645 or e-mailed to accounting@matsuk12.us.

21. FEDERAL EXCISE TAXES:

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

22. 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.

23. 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.

24. PROTECTION OF EQUIPMENT AND PROPERTY:

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

25. PROPOSER'S PERSONNEL REQUIREMENTS:

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

26. EQUAL EMPLOYMENT OPPORTUNITY:

Proposers, in submitting proposals, certify that if awarded a contract under this Request for Proposal, 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 proposer 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 proposer agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause.

27. DRUG, TOBACCO, AND ALCOHOL-FREE WORKPLACE:

The selected proposer 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."

28. CODE OF ETHICS:

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

B. The selected proposer 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 proposer 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.

29. OCCUPATIONAL SAFETY AND HEALTH WARRANTY:

If awarded the agreement, the proposer 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 proposer's option and at proposer's expense. Services performed by the proposer which do not conform to OSHA standards and/or regulations must be corrected by proposer at proposer's expense or by the MSBSD at proposer's expense in the event proposer fails to make the appropriate correction within a reasonable time.

30. COMPLIANCE:

A. The selected proposer shall comply with all state, federal and local laws, regulations or orders applicable to the purchase, manufacture, processing and delivery of the service.

B. General Conditions:

I. General Statement: The following conditions shall be followed by the selected proposer. These conditions shall be adhered to, relative to any project for which the selected proposer 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 proposer shall perform services and otherwise comply with all conditions as set forth in this RFP including all attachments and appendices hereto and all additional requirements identified in the proposal 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 proposer 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 bythe proposer and the MSBSD that the proposer's relationship to the MSBSD is that of an independent contractor.

31. 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 District 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.

32. ASSIGNMENTS AND SUBCONTRACTORS:

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

B. The proposer shall ensure that any prospective subcontractors are appropriately licensed, insured and bonded, and of sufficient high quality to meet all of the requirements of this RFP. If a proposal with subcontractors is selected, the proposer must provide the following information concerning each prospective subcontractor within five (5) working days of the request notice by the MSBSD:

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. Subcontractors must comply with all licensing, indemnity, insurance limits, and insurance requirements imposed on the proposer.

33. TERMINATION FOR CAUSE:

A. If, through any cause, the proposer shall fail to fulfill in a timely and proper manner their obligation under this agreement, or if the proposer 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 proposer of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. However, if the district 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 the agreement awarded as a result of this RFP, regardless of the circumstances or time remaining on the contract, the proposer 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 an RFP, and any additional cost to the MSBSD by the new contractor greater than the current contract.

C. The proposer 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 20 of this 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.

34. 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 proposer of such termination and specifying the effective date of such termination at least thirty (30) days prior to the effective date of termination.

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

35. 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 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 proposals from qualified Group Purchasing Organizations (GPO) for Consumable Products for Nutrition Services. The RFP aims to select a GPO that offers a broad range of options that meet federal and district standards.

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, four middle schools, nine high schools, six non-traditional schools, and six charter schools.

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. Group Purchasing Organizations, Buying Organizations/Purchasing Cooperatives, and Third-Party Vendors, collectively referred to as GPOs, often include Child Nutrition Program (CNP) and Non-Program Operators. GPOs could be private for-profit or nonprofit entities. A GPO is typically structured in a way that may include a membership fee paid by member users, who are then granted access to the GPO price list of products and services. Although participating in these types of agreements can offer greater economy and efficiency for procurement or use of common or shared goods or services (2 CFR 200.318(e)), in order to participate in these agreements, the MSBSD must still conduct competitive procurement in accordance with 2 CFR Part 200.318-.326 and applicable program regulations and guidance.

B. Meal programs to be serviced with the contracted items include but are not limited to the United States Department of Agriculture (USDA) National School Lunch Program (NSLP) and/or the School Breakfast Program.

C. The selected GPO will be responsible for the procurement of consumable products, ensuring compliance with all applicable federal, state, and local regulations, including the USDA's National School Lunch and Breakfast Programs.

D. The selected GPO shall provide complete transparency in manufacturer programs including pricing, incentive programs, and rebates.

E. The selected GPO shall provide market intelligence including market conditions, product recalls, product availability, and other pertinent information for nutritional purchases.

F. The selected GPO shall assist the MSBSD with evaluating existing purchases and making recommendations for alternative products which meet the purpose, functional requirements, and quality objectives.

G. Specifications for products covered by this solicitation can be found in Attachment C: Cost Proposal Form. Proposers are required to submit pricing for all products listed.

H. Any and all changes to quantity, unity of measure, description, etc. must be clearly marked on Attachment C: Cost Proposal Form.

I. Substitutions ("or equal" products) will be considered for the products listed on Attachment C: Cost Proposal Form with proof that such products meet the standard specification and are deemed equivalent with respect to quality, performance, and desired characteristics, as determined by the MSBSD. If substitutions are proposed on Attachment C: Cost Proposal Form, the proposer must also include product information and specification sheets for the proposed substitution. The MSBSD reserves the right to reject substitutions if it determines, in its sole discretion, that offered products are not equivalent to the stated specification. In all cases, proposed substitutions must be approved by the MSBSD contract administrator (or designee) as being equivalent to the specified product prior to finalization of order and delivery of such substitute products.

J. To the maximum extent possible, the selected GPO will contract domestic products, in accordance with 2 CFR Part 200.322. Supporting documentation with regard to compliance with this provision must be furnished by the selected GPO upon request.

K. The MSBSD reserves the right to maintain, add, and/or remove products listed on Attachment C: Cost Proposal Form.

L. Safety Data Sheets (SDS) and other product information must be available for all applicable products.

M. Any manufacturer incentives, rebates, discounts, or allowances must accrue to the benefit of the MSBSD.

4. DISTRIBUTION

A. The MSBSD recognizes that some GPOs may work directly with distributors or include distribution as part of their business model. As an additive alternate proposal, the GPO may elect to include distribution of the specified products in their response. Distribution shall be a fixed per-case cost and shall be entered in the appropriate space on each line item on Attachment C: Cost Proposal Form.

B. The inclusion of a distribution proposal is at the sole discretion of the proposer and does not guarantee that the MSBSD will consider such proposals in its award of any contract resulting from this RFP.

C. The omission of a distribution proposal is at the sole discretion of the proposer and shall not automatically deem the base proposal non-responsive.

D. If a distribution proposal is included, the following requirements apply:
   1. Packaging and Cleanliness of Products:
      a. All food-grade products delivered to the MSBSD must be securely packaged, wrapped or boxed. The vehicles used for transport must be covered. Damaged goods or pallets piled unreasonably high will not be accepted. Glass containers will not be accepted.
      b. Products received, stored, issued, or sold will be handled in a food safe and sanitary manner. All food-grade products will be protected from sun, water, heat, dust, insects, rodents, and other external contaminants.
      c. The successful proposer must provide a current recall plan to the MSBSD in the event of a product being discontinued for any food safety or other quality reason.
   2. Ordering Procedures:
      a. Orders will be placed by authorized MSBSD Nutrition Services employees only.
      b. The MSBSD has a preference for electronic ordering. If at all possible, the successful GPO should accommodate ordering through electronic means.

c. The MSBSD has a preference for electronic means of verifying current prices under a cost-plus fixed fee model. If at all possible, the successful GPO should accommodate verification of current prices through electronic means.
d. Once current pricing has been confirmed, and an order placed, the proposer may not increase the prices on that order.
e. If the proposer elects to specify a minimum order quantity, it shall be identified on Attachment C: Cost Proposal Form. The MSBSD may consider the minimum order quantity in the evaluation of bids and elect to accept or reject, as befits the best interest of the MSBSD.
f. If the total quantity ordered cannot be delivered, the MSBSD may accept a partial delivery upon request. Any partial delivery must be authorized in advance by the MSBSD contract administrator (or designee). If a partial delivery is authorized, satisfactory arrangements must be made for delivery of the remaining order.

3. Delivery:
   a. Delivery shall be made to the MSBSD Nutrition Services Central Kitchen, located at 690 Cope Industrial Way, Palmer, Alaska, 99645.
   b. The MSBSD orders are "as required". Unless otherwise specified on Attachment C: Cost Proposal Form, the MSBSD will assume that delivery shall be made no later than thirty (30) days after receipt of order. For off-catalog or special-order items, the MSBSD will assume that delivery shall be made no later than forty-five (45) days after receipt of order. If delivery of an item or order is expected to fall outside of these timelines for any reason, it is the responsibility of the distributor to notify the MSBSD as soon as is practicable. The MSBSD reserves the right to cancel orders with extended delivery timelines.
   c. Deliveries will be accepted by the MSBSD Monday – Friday, 6:00 AM – 10:00 AM.
   d. It shall be the responsibility of the distributor to ensure that an authorized MSBSD employee accepts receipt of each delivery. Credit shall be given to the MSBSD for unusable products.
   e. The MSBSD reserves the right to receive products from the distributor and examine such products to verify that the specifications and quality are as ordered. If there are no exceptions, the invoice will be processed for payment. If there is an exception, the distributor will be notified and a determination whether to reject or accept the product will be forthcoming. The distributor will be responsible for merchandise that is rejected. Damaged or inferior merchandise, for which the distributor is responsible, will be replaced within a reasonable time at no cost to the MSBSD.
   f. The MSBSD may, at its discretion, receive pallets as is or request individual case count before acceptance.
   g. All shipments shall be packaged to safeguard the products from damage. Further, all orders shall be palletized on standard-sized pallets and wrapped/banded if shipment warrants. The pallets must be in like-new (undamaged) condition.
   h. Any shipments delivered in a van/container must be clearly marked with the appropriate MSBSD purchase order number, palletized and wrapped/banded. 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.

5. COST

A. All costs associated with the scope herein (inclusive of applicable rebates, discounts, allowances and/or other manufacturer incentives) should be identified on the form provided in Attachment C: Cost Proposal Form. Proposers are required to submit pricing for all products listed.

B. Base Proposal costs identified shall be calculated as of May 15, 2024, and be F.O.B. Anchorage, Alaska, as a basis for cost comparison. Base Proposal costs may be provided either as firm pricing or as cost-plus fixed fee.
   1. Firm pricing must be firm for one (1) year. The Proposer may pass on to the MSBSD verifiable increases or decreases in manufacturer/supplier prices every July 1st thereafter

for the life of the contract. All price changes must be reported by the submission of written notification and the seller must be prepared to provide the MSBSD documentary evidence to support any price changes.

2. For cost-plus fixed fee, cost is derived from the most recent invoice cost to the distribution center of such product. This includes any sales, use, excise, or other taxes and applicable governmental duties or assessments thereon, whenever assessed, plus applicable freight charges to deliver such products to the distribution center. Storage and handling charges associated with forward purchases, if any, should also be included. The fixed fee is the difference between the cost, as defined above, and the selling price to the MSBSD.
3. For cost-plus fixed fee, the fixed fee must remain firm for the life of the contract. If a contract is awarded on a cost-plus fixed fee proposal, the successful proposer will be required to provide the MSBSD with cost vs. fee breakdowns for all items prior to final execution of the contract.
4. Proposals utilizing a "cost-plus percentage" pricing model will be considered non-responsive.

C. If a distribution proposal is being included, costs should be identified in the Additive Alternate columns provided in Attachment C: Cost Proposal. Additive Alternate costs identified shall be calculated as of May 15, 2024, and be F.O.B. Palmer, Alaska, as a basis for cost comparison.

D. The entirety of Attachment C: Cost Proposal must be completed and submitted in accordance with Section 6, Submittal Requirements or the proposal may be considered non-responsive. (If a distribution proposal is not being included, proposer should indicate such by providing the words "NO BID" in the applicable columns.)

E. Evaluation of costs will be made on the base cost proposal plus any alternates selected.

F. When unit prices are requested, unit prices will prevail. In the event that a calculation error exists in the extension, or total, the unit price shall prevail.

6. QUANTITIES:

A. The quantities listed herein are estimates only, are used for the purposes of cost comparison, 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 RFP 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 pricing structure as all other existing/awarded products on the price request.

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

D. If the proposer elects to specify a minimum order quantity, it shall be identified on Attachment C: Cost Proposal Form. The MSBSD may consider the minimum order quantity in the evaluation of bids and elect to accept or reject, as befits the best interest of the MSBSD.

7. 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 authorized after receipt of products and the MSBSD's 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 or federal excise fees.

8. 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.), the MSBSD may hold the awarded proposer responsible for any excess cost, including costs related to procurement (such as labor and supplies). Continued instances of nonperformance may result in termination of the contract and render the awarded proposer ineligible for future solicitations, at the sole discretion of the MSBSD.

9. RELATIONS WITH VENDORS

The selected proposer 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."

10. SUBMITTAL REQUIREMENTS

All proposals must include the following items, as a minimum, or the proposal **may** be considered non-responsive. Before submitting a proposal, please check the Purchasing section of the MSBSD website at http://www.matsuk12.us/bids for any additional information or addenda that may have been issued.

The original and six (6) copies of the narrative proposal must be submitted and clearly marked. Proposer must also provide a USB drive with a PDF copy of the narrative proposal. The cost proposal should be submitted separately as outlined in subsection (F) below.

The proposal shall include, at minimum, the following:

A. Signature Page: Request for Proposal signature page signed by responsible party.

B. Introduction and Executive Summary:
   1. Provide a brief description of your firm, including history, organizational structure, ownership structure, names of principals, number of employees, and number of years in business. Include any information that may be of value to the MSBSD in evaluating your firm's qualifications.
   2. Briefly describe the services and activities that your firm proposes to provide to the MSBSD, including the overall approach to the tasks described in the Scope of Services.
   3. Describe the assignment of work within your firm's work team and with any proposed joint venture or subcontractor arrangements, including the overall approach to managing resources and output. Provide the name, address, phone, fax number and e-mail addresses of the person or persons to be used as contacts.

C. Firm Qualifications & References: Provide information on your or your firm's qualifications and references, to include but not be limited to the following:

1. Firm History and Background
   Describe your firm's corporate background and experience. At minimum, proposers must address the following information:
   a. General information about the firm's organization, including date established, corporate office location, and ownership interests.
   b. Identification of active business venues (counties, states, etc.)
   c. General description of staff composition and organization.
2. Firm Experience and Customer References
   The proposer must provide a description of experience in providing similar services for school districts whose needs and size are comparable to those of MSBSD. In addition to a description of experience, the proposer must describe its current customer base and include references as follows:
   a. Provide at least three (3) references of school district customers, with two (2) references preferred from school districts within Alaska. References should include the following for each customer:
      i. Name of organization
      ii. Location of organization (city/county, state)
      iii. Nature of services provided
      iv. Duration of relationship
      v. Contact name, phone number, and email address

D. Proposed Procurement Program: Describe your firm's approach to the requirements of the scope of service. Provide information on your or your firm's understanding of the MSBSD's needs and the approach to be used, to include but not be limited to the following:
   1. Procurement
      The proposer must provide a description of their proposed procurement activities. At minimum, proposers must address the following information:
      a. Describe how your firm ensures competitive pricing of products and negotiates with manufacturers to the benefit of the MSBSD.
      b. Describe how your firm proposes to assist the MSBSD with program and product evaluation to maximize the MSBSD's efficiency and effectiveness, maximizing participation in the MSBSD's Child Nutrition Programs.
      c. Describe the percentage of "on contract" purchases the MSBSD will be expected to maintain to participate in your firm's program.
      d. Without discussing specific pricing in the narrative, describe whether your pricing structure is firm pricing or cost-plus fixed fee. If cost-plus fixed fee, describe how pricing changes are substantiated and communicated to the MSBSD.
   2. Performance
      The proposer must provide a description of their approach to ensuring positive performance of contractual duties. At minimum, proposers must address the following:
      a. Describe the firm's approach to providing a dedicated representative to the MSBSD and how a change in representative is handled.
      b. Describe how distributors are selected to offer your firm's program, how distributors are evaluated and held accountable for maintaining services, and which local distributors are available to provide distribution to the MSBDS under your firm's program.
      c. Describe the firm's approach to handling and communicating product and service changes and/or discontinuations.
      d. Describe the type of reports that would be made available to the MSBSD such as those relating to purchasing patterns, total dollar and case volumes, opportunities for maximizing savings, etc. Sample reports may be included if desired.

3. Program Incentives
   The proposer must provide a description of their program incentives. At minimum, proposers must address the following:
   a. Describe in detail the availability and frequency of any incentives offered, including rebates, discounts, or allowances.
   b. Describe how your firm manages, reports, and negotiates such incentives.
   c. Describe how such incentives would be paid to the MSBSD (off-invoice, direct deposit, etc.).
   d. Describe what differentiates your firm from other proposers in terms of these incentives.
   e. Describe whether these incentives are audited by an independent auditing organization to ensure they are paid in accordance with applicable federal and state requirements.

E. Proposed Distribution Program (*optional*):
   If a distribution proposal is included, describe your firm's approach to the requirements of the scope of service. Provide information on your or your firm's understanding of the MSBSD's needs and the approach to be used, to include but not be limited to the following:
   1. Describe the firm's ordering process, including any technology or systems used to simplify placing and tracking orders.
   2. Describe the firm's approach to stocking and product availability to ensure timely delivery to the MSBSD.
   3. Describe the firm's approach to coordinating logistics to minimize delays in acquiring products from up-line distributors and manufacturers.
   4. Describe the firm's approach to handling and communicating product shipment delays and other issues with fulfilling orders.
   5. Describe the firm's approach to ensuring safe and organized deliveries to the MSBSD.

F. Sealed Cost Proposal: Cost proposal should be submitted in a separate sealed envelope within the larger, original sealed proposal. Only one copy of the cost proposal is desired. Do not submit cost information in the electronic copy of the proposal documents. Do not submit cost information in the narrative proposal. Cost proposal should be submitted on the form provided in Attachment C: Cost Proposal.

G. Addendum Acknowledgement: Appendix 1, Addendum Acknowledgement, fully executed and signed.

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

I. Evidence of Insurance: Provide Evidence of Insurance as required in the RFP documents and Appendix 3.

J. Vendor Paperwork: Appendix 4, Vendor Paperwork, fully executed.

K. Proposed Subcontractors and Suppliers: Appendix 5, Proposed Subcontractors and Suppliers List filled out (if applicable).

L. Suspension and Debarment Certification: Appendix 6, Suspension and Debarment Certification, fully executed.

M. Clean Air and Water Certification: Appendix 7, Clean Air and Water Certification, fully executed.

N. Lobbying Activities Certification: Appendix 8, Certification Regarding Lobbying/Disclosure of Lobbying Activities, fully executed.

O. Recovered Materials Certification: Appendix 9, Recovered Materials Certification, fully executed.

P. Licenses: Provide copies of State of Alaska business license and all other licenses, certificates, or permits required by city, borough, state and federal law as applicable.

11. CONTRACT TERM

The term of any contract resulting from this solicitation shall be for a one (1) year period beginning July 1, 2024. 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.

12. CONTRACT MANAGEMENT

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

ATTACHMENT B:
EVALUATION CRITERIA

1. GENERAL

An Evaluation Committee will be selected by the Matanuska-Susitna Borough School District (MSBSD) to review the proposals.

2. NARRATIVE PROPOSAL SCORING

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

Outstanding	1.0 – 0.9	The proposal far exceeds expectations, is very desirable, and has an excellent probability of success.
Excellent	0.8 – 0.7	The proposal exceeds the requirements of the criterion, demonstrates a high level of competence, and has a very good probability of success.
Good	0.6 – 0.5	The proposal meets the requirements of the criterion, achieves all objectives in a reasonable fashion, has a good probability of success.
Fair	0.4 – 0.3	The proposal adequately meets most of the requirements of the criterion, may be lacking in some areas which are not critical, and has a reasonable probability of success.
Poor	0.2 – 0.1	The proposal addresses some, but not all, of the requirements of the criterion to the minimum acceptable level, falls short of expectations, is lacking in some areas which are critical, and has a low probability of success.
Unsatisfactory	0	The proposal does not meet the requirements of the criterion, and the approach has no or very low probability of success.

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

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

5 points maximum x 0.6 score = 3.0 points

For the purposes of evaluation, a rating of "Good" or "Fair" shall be considered a baseline rating. Ratings outside of this range shall be justified by the evaluator.

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

3. COST PROPOSAL SCORING

In addition to a narrative proposal, the proposer shall prepare a cost proposal for the work to be performed. Attachment C: Cost Proposal Form should be completed and submitted in a separate sealed envelope. Cost proposals shall be scored using the following formula, which assigns the full point value to the least-cost proposal:

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

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

Firm A: (20 points maximum x ($60,000/$60,000)) = 20.0 points
Firm B: (20 points maximum x ($60,000/$75,000)) = 16.0 points
Firm C: (20 points maximum x ($60,000/$80,000)) = 15.0 points

4. EVALUATION CRITERIA

The final evaluation scores will be based on the following criteria and point system:

EVALUATION CRITERIA	MAXIMUM POINTS	SCORE	WEIGHTED SCORE
NARRATIVE PROPOSAL			
INTRODUCTION AND EXECUTIVE SUMMARY			
This criterion reflects the extent to which the proposal addresses, in a professional and well-organized manner, the services and activities the firm proposes to provide, including the overall approach to the tasks described in the scope of service.	20		
FIRM QUALIFICATIONS & REFERENCES			
Firm History and Background: The firm must have a background and history that substantiates its stated ability to perform the services as required by the scope. (Demonstrate this qualification by describing the firm's background and its capacity to meet the needs of the MSBSD.)	30		
Firm Experience and Customer References: The firm must have experience in performing work for other clients of comparable size and complexity. (Demonstrate this qualification by describing such experience and providing references that include the nature of services provided for each.)	30		
PROPOSED PROCUREMENT PROGRAM			
Procurement: The firm must have a viable approach to the requirements of the scope of service. (Demonstrate this qualification by describing the procurement program including pricing approach and competitive advantages.)	100		
Performance: The firm must have a viable approach to ensuring positive performance of the contractual duties. (Demonstrate this qualification by describing the firm's approach to client representatives and distributors, as well as the firm's communication plans.)	100		

Program Incentives: The firm must have an attractive incentive program. (Demonstrate this qualification by describing the available incentive programs.)	70		
SUBTOTAL	**350**		
COST PROPOSAL	**150**		
TOTAL SCORE	**500**		

ADDITIVE ALTERNATE (DISTRIBUTION)			
PROPOSED DISTRIBUTION PROGRAM			
The firm must have a viable approach to distribution of products. (Demonstrate this qualification by describing the firm's plan for distribution including ordering, stocking, delivery, and communication.)	50		
TOTAL SCORE WITH ADDITIVE ALTERNATE	**550**		

ATTACHMENT C: COST PROPOSAL

EXPENDABLES								
					Base Cost Proposal		Additive Alternate Cost Proposal (Distribution)	
Item No.	Est Qty	Unit	Item Description		Price per Unit	Extended Price	Price per Unit	Extended Price
1	25	CS	**BAG, BUN, PAN**	**Unit Price:**				
			Heritage F2735 C or equal 4 rolls per case 21 in x 6 in x 35 in, .75 mil, Gusseted, Flat Pack	Brand: Product ID#: Pack Size: Delivery Time:				
2	5	CS	**BAG, CART, COVER, 52x80**	**Unit Price:**				
			Prime Source or equal 4 per case 50ct	Brand: Product ID#: Pack Size: Delivery Time:				
3	5	CS	**BAG, FREEZER, GALLON ZIP SEAL**	**Unit Price:**				
			250 bags per case	Brand: Product ID#: Pack Size: Delivery Time:				
4	5	CS	**BAG, LUNCH, BROWN, PAPER, #8**	**Unit Price:**				
			500 ea per case	Brand: Product ID#: Pack Size: Delivery Time:				
5	10	EA	**BAG, PRODUCE 11x14**	**Unit Price:**				
			4 ct, 2,000' roll 2,000 each	Brand: Product ID#: Pack Size: Delivery Time:				
6	175	CS	**BOWL, SQUAT, FOAM, 8OZ**	**Unit Price:**				
			20 @ 50 ea per sleeve	Brand: Product ID#: Pack Size: Delivery Time:				
7	100	CS	**BOWL, SQUAT, FOAM, 12OZ, F-12**	**Unit Price:**				
			500 ct 20 @ 25 ea sleeve per case	Brand: Product ID#: Pack Size: Delivery Time:				
8	50	EA	**FILM, CLEAR POLYPROP, 13", COLD**	**Unit Price:**				
			5,100 feet each	Brand: Product ID#: Pack Size: Delivery Time:				

9	**100**	**CS**	**FILM, CLEAR WRAP COLD, 15.5"**	**Unit Price:**				
			PCI or equal 5,100 feet per case	Brand: Product ID#: Pack Size: Delivery Time:				
10	**50**	**EA**	**FILM, HEAT SEAL, 15.5", 80G**	**Unit Price:**				
			Dupont #9865 or equal 5,100 feet per case	Brand: Product ID#: Pack Size: Delivery Time:				
11	**25**	**EA**	**FILM, HEAT SEAL, CENTER PERFORATED**	**Unit Price:**				
			Transilwrap or equal 5,100 12 inches each 15.5"x5100	Product ID#: Pack Size: Delivery Time:				
12	**50**	**EA**	**FILM, PLASTIC, 18"X2M, FOOD SERVICE WRAP**	**Unit Price:**				
			Pactiv 914CG or equal 1 ea	Brand: Product ID#: Pack Size: Delivery Time:				
13	**25**	**EA**	**FILM, TUCS**	**Unit Price:**				
			B-60 OR equal 1 roll each 20.6x2500	Brand: Product ID#: Pack Size: Delivery Time:				
14	**25**	**CS**	**FOIL PAN, HALF SIZE, DEEP**	**Unit Price:**				
			100 ea per case	Brand: Product ID#: Pack Size: Delivery Time:				
15	**10**	**EA**	**FOIL PAN, STEAMTABLE, FULL SIZE**	**Unit Price:**				
			50 each	Brand: Product ID#: Pack Size: Delivery Time:				
16	**25**	**BOX**	**FOIL, ALUMINUM, 18"X1,000'**	**Unit Price:**				
			El Dorado or equal 1,000 feet per box	Brand: Product ID#: Pack Size: Delivery Time:				
17	**150**	**CS**	**FORK, PLASTIC**	**Unit Price:**				
			1,000 ea per case	Brand: Product ID#: Pack Size: Delivery Time:				
18	**10**	**CS**	**LID, FOIL, PAN**	**Unit Price:**				
			Reynolds, RL970 or equal 100 each per case 1/2, RL970	Brand: Product ID#: Pack Size: Delivery Time:				

19	**100**	**CS**	**LINER, PAN, BAKE**	**Unit Price:**				
			Paterson or equal 16.375 X 24.375 1,000 ea per case	Brand: Product ID#: Pack Size: Delivery Time:				
20	**25**	**BOX**	**POLY GUSSET BAG**	**Unit Price:**				
			LK Packaging or equal 1,000 ea per box 06x4x12	Brand: Product ID#: Pack Size: Delivery Time:				
21	**325**	**CS**	**SPOON, PLASTIC, WHITE**	**Unit Price:**				
			100 ea per case	Brand: Product ID#: Pack Size: Delivery Time:				
22	**800**	**CS**	**SPORK, PLASTIC W/NAPKIN & STRAW**	**Unit Price:**				
			1,000 ea per case	Brand: Product ID#: Pack Size: Delivery Time:				
23	**25**	**CS**	**TRAY, 1-COMPARTMENT, BLACK FOAM**	**Unit Price:**				
			10.5x8x1.25 200 ea per case	Brand: Product ID#: Pack Size: Delivery Time:				
24	**25**	**CS**	**TRAY, 1-COMPARTMENT, COLD**	**Unit Price:**				
			3442 1,200 each per case	Brand: Product ID#: Pack Size: Delivery Time:				
25	**125**	**CS**	**TRAY, 1-COMPARTMENT, HOT**	**Unit Price:**				
			PT108 900 ea per case	Brand: Product ID#: Pack Size: Delivery Time:				
26	**250**	**CS**	**TRAY, 2-COMPARTMENT, HAMBURGER, COLD**	**Unit Price:**				
			3124 2,400 ea per case	Brand: Product ID#: Pack Size: Delivery Time:				
27	**250**	**CS**	**TRAY, 2-COMPARTMENT, HAMBURGER, COLD**	**Unit Price:**				
			GP-567 1,000 ea per case	Brand: Product ID#: Pack Size: Delivery Time:				
28	**50**	**CS**	**TRAY, 2-COMPARTMENT, HAMBURGER, TAN**	**Unit Price:**				
			810 ea per case	Brand: Product ID#: Pack Size: Delivery Time:				

29	**900**	**CS**	**TRAY, 5-COMPARTMENT, PAPER**	**Unit Price:**				
			500 ea per case	Brand: Product ID#: Pack Size: Delivery Time:				
30	**25**	**CS**	**TRAY, BLACK FOAM, MEAT**	**Unit Price:**				
			#2S 8.25X5.75X.5 500 trays per case	Brand: Product ID#: Pack Size: Delivery Time:				
31	**175**	**CS**	**TRAY, FOOD #25, 1/4LB**	**Unit Price:**				
			Southern Champion or equal 4 sleeves per case 1,000 ct	Brand: Product ID#: Pack Size: Delivery Time:				
32	**100**	**CS**	**TRAY, FOOD, #50, 1/2LB**	**Unit Price:**				
			Southern Champion or equal 4 sleeves per case 409	Brand: Product ID#: Pack Size: Delivery Time:				
33	**25**	**CS**	**TRAY, FOOD, #100, 1LB**	**Unit Price:**				
			Southern Champion or equal 1,000 ea per case	Brand: Product ID#: Pack Size: Delivery Time:				
34	**25**	**CS**	**TRAY, FOOD, #200, 2LB**	**Unit Price:**				
			Southern Champion or equal 1,000 ea per case	Brand: Product ID#: Pack Size: Delivery Time:				
35	**50**	**CS**	**TRAY, FOOD, #300, 3LB**	**Unit Price:**				
			Southern Champion or equal 500 ea per case	Brand: Product ID#: Pack Size: Delivery Time:				
36	**25**	**CS**	**WRAP, FOIL, SILVER, 12X10, INSULATED**	**Unit Price:**				
			6 boxes @ 500 each per case	Brand: Product ID#: Pack Size: Delivery Time:				
					Total Extended Price for Expendables			

CHEMICALS								
					Base Cost Proposal		Additive Alternate Cost Proposal (Distribution)	
Item No.	Est Qty	Unit	Item Description		Price per Unit	Extended Price	Price per Unit	Extended Price
37	50	EA	**ALL TEMP DISHWASHING DETERGENT, 5 GAL**	Unit Price:				
			Betco or equal 1 each Must be compatible with Nova dispensing system	Brand: Product ID#: Pack Size: Delivery Time:				
38	15	CS	**BLEACH, 1 GAL**	Unit Price:				
			3 ct per case	Brand: Product ID#: Pack Size: Delivery Time:				
39	10	CS	**CLEANER, FLOOR, NO RINSE 1 GAL**	**Unit Price:**				
			Betco or equal 4 each per case	Brand: Product ID#: Pack Size: Delivery Time:				
40	10	CS	**DRAIN/FLOOR CLEANER, 1 GAL**	**Unit Price:**				
			Bioactive or equal 4 gallons per case	Brand: Product ID#: Pack Size: Delivery Time:				
41	5	CS	**MULTI-PURPOSE CLEANER, 1 GAL**	**Unit Price:**				
			Liqui-Live or equal 4 each per case Bioactive, no rinse, multi surface floor cleaner	Brand: Product ID#: Delivery Time:				
42	15	EA	**POT AND PAN DETERGENT, 1 GAL**	**Unit Price:**				
			Betco/In-Sync or equal 4 per case	Brand: Product ID#: Pack Size: Delivery Time:				
43	10	CS	**RINSE AID, DISHWASHER ADDITIVE, 1 GAL**	**Unit Price:**				
			Betco or equal Spot remover Dish machine rinse aid 4 gallons per case	Brand: Product ID#: Pack Size: Delivery Time:				
44	25	EA	**SANITIZER, MULTI RANGE, 1 GAL**	Unit Price:				
			Betco/SaniBet or equal 4 gallons per case	Brand: Product ID#: Pack Size: Delivery Time:				
45	10	CS	**SANITIZER, LOW TEMP, F/ DISH MACHINES, 1**	**Unit Price:**				
			Betco or equal 4 gallons per case	Brand: Product ID#: Pack Size: Delivery Time:				
				Total Extended Price for Chemicals				

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

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 a "per occurrence" basis with limits of liability not less than $1,000,000 combined single limit bodily injury & property damage, $1,000,000 personal injury, $1,000,000 aggregate. Coverage shall include the following extensions: A) Contractual Liability; and B) Products and Completed Operations.

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

4. **BUSINESS AUTOMOBILE / MOTOR VEHICLE LIABILITY:**
   The contractors and subcontractors shall procure and maintain during the life of this agreement, Motor Vehicle Liability Insurance with limits of liability of not less than $1,000,000 per occurrence combined single limit bodily injury and property damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

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

6. **INDEMNIFICATION AND HOLD HARMLESS:**
   Each party shall indemnify, defend, and hold harmless the other party 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 harmless the other party 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.

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

Authorized Agent Signature (Required) Date Printed Name and Title

Purchasing Department Use Only:

W-9 Attached? ☐ Yes ☐ No

Pre-Pay? ☐ Yes ☐ No

Sent to Acctg.: _____

Approved? Yes ☐ ☐ No* Vendor # _____

Approved/Denied By _____

*Reason for Denial _____

Alt. Vendor # _____ 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
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:
RECOVERED MATERIALS CERTIFICATION

CERTIFICATION REGARDING PROCUREMENT OF RECOVERED MATERIALS

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. § 200.322.

The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Organization Name

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

Signature(s) Date

Matanuska-Susitna Borough School District
Elementary School Calendar
2024 - 2025

Matanuska-Susitna Borough School District

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	**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	**H**	3	4	5	6	7
8	9	10	11	12	13	14
15	**AK**	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	**H**	**H**	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**	**H**	**V**	**V**	28
29	**V**	**V**				

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 (46 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 (38 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

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

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

S	M	T	W	T	F	S

JANUARY

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

FEBRUARY

						1
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**	**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	**PL**	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	**SN**	**SC**	**WD**	24
25	**H**	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
2024 - 2025

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	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	H	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	H	H	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	H	V	V	28
29	V	V				

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)*

October

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

19	Quarter 2 Ends (38 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

17	**Parent Conference Day (PC)***

March

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	T	W	T	F	S

JANUARY

			H	V	V	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	H	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	PC	18	19	20	21	22
23	24	25	26	27	28	

MARCH

						1
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	H	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					