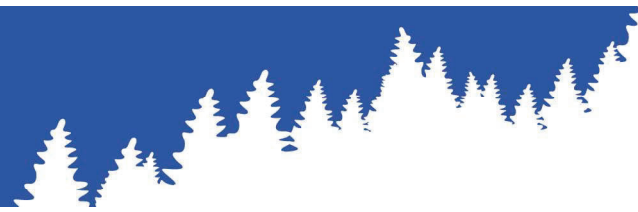




MATANUSKA-SUSITNA
BOROUGH SCHOOL DISTRICT



BID #B25-01

SEPTIC PUMPING SERVICES

Due Date and Time: **August 13, 2024** at **2:00 P.M.**

Enclosed:

Bid
Documents
and
Affidavit

Matanuska-Susitna Borough School District

Purchasing Department
690 Cope Industrial Way
Palmer, AK 99645

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

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ADVERTISEMENT

	DATE OF ADVERTISEMENT
Frontiersman	July 24 and 26, 2024
Anchorage Daily News	July 21 and 24, 2024

Type of Ad: Classified / Public Notice

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

Matanuska-Susitna Borough School District Bid

BID #B25-01

SEPTIC PUMPING SERVICES

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

SEPTIC PUMPING SERVICES

Bids are due on or before **August 13, 2024** at **2:00 P.M.** Palmer, Alaska time. Sealed bids must be submitted and received by the MSBSD Purchasing Department, 690 Cope Industrial Way, Palmer, AK 99645, on or before said date and time designated for receipt of bids. All bids must be marked " **BID #B25-01** ."

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

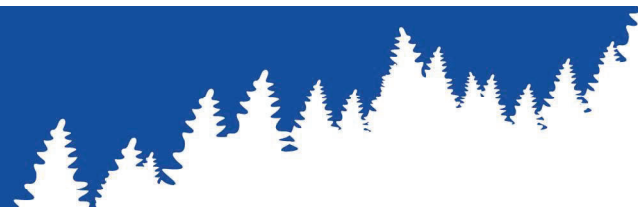
The MSBSD reserves the right to accept or reject any or all bids and waive any minor technicalities, informalities, and/or irregularities as it deems appropriate.

06/10/24	Requested By:	A. Meena	Approved By:	B. Munson
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SEPTIC PUMPING SERVICES

BID #B25-01





SEPTIC PUMPING SERVICES

BID #B25-01

INVITATION TO BID

THIS IS NOT A PURCHASE ORDER

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

SEPTIC PUMPING SERVICES

as specific herein.

Bids will be accepted until

August 13, 2024

at

2:00 P.M.

Questions will be accepted until

July 31, 2024

at

4:00 P.M.

BIDDER USE ONLY

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

Company Name

Address

City

State

Zip

Telephone Number

Fax Number

State of Alaska Business License Number

Matanuska-Susitna Borough Business License Number

Authorized Signature

Printed Name

Date

SEPTIC PUMPING SERVICES

BID #B25-01



INSTRUCTIONS TO BIDDERS

1. GENERAL INFORMATION:

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

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

2. GENERAL STATEMENT:

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

3. PRE-BID CONFERENCE:

No pre-bid conference will be held for this scope.

4. EXAMINATION OF BID DOCUMENTS:

A. Bidders shall carefully examine the bid documents before submitting a bid. The submission of a bid shall be an admission that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements and accuracy of the bid documents.

B. The MSBSD assumes no responsibility for any understanding or representations concerning conditions made by any of its officers, agents, or employees prior to the execution of the bid, unless such understanding or representations are expressly stated in the bid documents or addenda.

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

5. INTERPRETATION OR CORRECTION OF BID DOCUMENTS:

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

July 31, 2024 at 4:00 P.M. Palmer, Alaska time.

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

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

SEPTIC PUMPING SERVICES

BID #B25-01



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

Interpretations, corrections, responses to questions, and changes of the Bid Documents will be made by addenda. Interpretations, corrections, responses to questions, and changes of the Bid Documents made in any other manner will not be binding on the MSBSD and bidders shall not rely on them. All addenda issued shall become part of the agreement documents. It is the bidder's sole responsibility to ascertain that they have received all addenda issued by the Purchasing Department. Each addendum will be issued by both fax machine and U.S. mail. All addenda will also be posted in the Purchasing section of the MSBSD website at www.matsuk12.us/bids. **All addenda must be acknowledged in the space provided on Appendix 1 or the bid may be deemed non-responsive.**

6. PREPARATION AND SUBMISSION OF BIDS:

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

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

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

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

7. SUBMITTAL REQUIREMENTS:

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

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

B. Bid Form, fully executed and signed.

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

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

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

F. Appendix 4, Vendor Paperwork, fully executed.

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

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

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

8. BIDS:

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

August 13, 2024

at

2:00 P.M.

Palmer, Alaska time.

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

Bid Number: BID #B25-01

Bid Title: SEPTIC PUMPING SERVICES

Due: August 13, 2024 at 2:00 P.M.

SEPTIC PUMPING SERVICES

BID #B25-01



8. BIDS (CONT.):

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

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

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

9. WITHDRAWAL FROM CONSIDERATION:

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

10. MODIFICATION OF BIDS:

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

11. AWARD OF CONTRACT:

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

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

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

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

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

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

12. AVAILABILITY OF FUNDS:

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



12. AVAILABILITY OF FUNDS (CONT.):

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

13. REQUEST FOR ADDITIONAL INFORMATION:

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

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

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

14. PUBLIC RECORDS CLAUSE:

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

15. PROTEST OF AWARD:

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

A. An unsuccessful bidder must submit its protest within

three (3)

 days of the date of the Notice of Intent to Award issued by the MSBSD's Purchasing Department.

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

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

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

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

16. CONTRACT:

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

17. INSURANCE:

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



17. INSURANCE (CONT.):

bidders confer with their respective insurance companies or brokers to determine if their insurance program complies with the MSBSD's insurance requirements, as per attached Appendix 3.

18. LICENSES:

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

State of Alaska:

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

Matanuska-Susitna Borough

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

19. INVOICES AND METHOD OF PAYMENT:

Billings for services must be verified by a responsible representative of the MSBSD before payment can be made. Payments shall be made to the bidder within thirty (30) calendar days after the MSBSD receives and approves a written request for payment or invoice. The request for payment or invoice may be submitted to the MSBSD, Attn: Accounting Department, 501 N. Gulkana St., Palmer, AK 99645, or invoices can be e-mailed to accounting@matsuk12.us.

20. FEDERAL EXCISE TAXES:

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

21. MODIFICATIONS:

The MSBSD may, from time to time, require modifications in the scope of services to be performed under this agreement. However, it is expressly understood that this agreement shall not under any circumstances be modified without written authorization from the MSBSD. All modifications in the terms of this agreement, to include adding additional schools or sites, shall be incorporated by written amendments to this agreement executed by both parties.

22. INDEMNIFICATION:

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

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

23. PROTECTION OF EQUIPMENT AND PROPERTY:

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

24. BIDDER'S PERSONNEL REQUIREMENTS:

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



25. EQUAL EMPLOYMENT OPPORTUNITY:

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

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

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

27. CODE OF ETHICS:

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

B. The selected bidder shall also comply with BP 3515.7, Restrictions on Sex Offenders on Campus. This policy states, in part: "To protect the morals, health, and safety of students, it is the policy of the district to deny entrance onto the premises of any district school or any building used for school activities to registered sex offenders or persons required to register under the sex offender registration act of whom the district has knowledge."

C. The selected bidder shall take affirmative action to ensure that no contractor, employee, or subcontractor who will be working on MSBSD property has a criminal record of any conviction for child abuse or assault, be on the State of Alaska or any State Sexual Offender Registry, or has been convicted of a crime of moral turpitude. Any waiver of this section must be in writing, signed by the District's Superintendent. The MSBSD has the right to verify such records at any time during the life of the contract.

28. OCCUPATIONAL SAFETY AND HEALTH WARRANTY:

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

29. COMPLIANCE:

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

General Conditions:

- I. General Statement: The following conditions shall be followed by the selected bidder. These conditions shall be adhered to, relative to any project for which the selected bidder provides services. The MSBSD reserves the right to delete or alter the following terms and conditions or to add additional terms and conditions at its discretion. The selected bidder shall perform services and otherwise comply with all conditions as set forth in this Invitation to Bid including all attachments and appendices hereto and all additional requirements identified in the bid documents.
- II. Governing Laws: The agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Alaska.
- III. Compliance with All Laws: The bidder shall comply with all applicable laws, ordinances, executive orders and regulations of the federal, state, and local government, which may in any manner affect the performance of the agreement and all applicable MSBSD policies, rules and procedures.
- IV. Relationship of All Parties: It is expressly understood and agreed by the bidder and the MSBSD that the bidder's relationship to the MSBSD is that of an independent contractor.



30. CONFLICT OF INTEREST:

A. The contracting party expressly represents that the contract is not contrary to MSBSD School Board Policy BP 2300, Conflict of Interest and that the contracting party has read and understands BP 2300. If this representation is false, the Superintendent may terminate the contract without regard to partial performance and in the event of such a termination, the MSBSD will have no further liability or obligation to the contracting party.

B. Any employee and/or employee with immediate family members that may have a financial interest in the contract must file an annual BP 2300, Conflict of Interest Affidavit with MSBSD. The following definitions apply to this policy: Immediate family member means an employee's grandparent, parent, child, grandchild, brother, sister, spouse, child of a spouse, or regular member of the employee's household.

31. ASSIGNMENTS AND SUBCONTRACTORS:

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

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

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

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

32. TERMINATION FOR CAUSE:

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

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

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

33. TERMINATION FOR CONVENIENCE OF THE MSBSD:

A. The MSBSD may terminate any awarded contract or agreement at any time by serving written notice to the bidder of such termination and specifying the effective date of such termination at least 30 (thirty) days prior to the effective date of termination.

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

34. FAILURE OF FUNDING:

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

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



ATTACHMENT A: **SCOPE OF SERVICES**

1. SCOPE

The Matanuska Susitna Borough School District (MSBSD) is seeking bids from qualified contractors for Septic System Pumping Service for various schools within the MSBSD.

2. BACKGROUND

Ranging in enrollment from 20 students to more than 1,500 students, the schools of the MSBSD educate approximately 19,000 students at 48 schools located throughout the Matanuska-Susitna Borough. The MSBSD also supports a variety of administrative services including but not limited to Facilities, Purchasing and Warehouse, Nutrition Services, and Central Office Administration. MSBSD schools include 21 elementary schools, five middle schools, nine high schools, six non-traditional schools, and seven charter schools.

3. ADDITIONAL SUBMITTAL REQUIREMENTS

A list of equipment designated for this scope must accompany the bid or the bid may be considered non-responsive. The list shall specify the standard nomenclature for each piece of equipment, i.e. make, model, year, size, etc. The MSBSD reserves the right to evaluate equipment and reject bids if, in the opinion of the MSBSSD, the equipment is inadequate to perform the services required.

4. PUMPING REQUIREMENTS

- A. Contractor shall furnish all supervision, labor, equipment, materials, and tools necessary to provide septic system pumping services as outlined herein.
- B. Pricing shall be inclusive of all costs, fees, and surcharges; including but not limited to transportation costs, regulatory fees, fuel surcharges, and disposal costs and surcharges.
- C. The contractor shall conduct operations in such a manner as to avoid damage to MSBSD property or adjacent property. If any such property is damaged as a result of the contractor's operations, it shall be replaced or restored at the contractor's effort and expense and to the satisfaction of the property owner. The MSBSD reserves the right to replace or restore damaged property at the contractor's expense if such repairs are required immediately due to safety and/or security reasons, or if the contractor fails to replace or restore damaged property in a reasonable timeframe.
- D. Transportation of septic waste shall be in compliance with all Federal, State, Borough, and City laws and regulations. The MSBSD will not be responsible for any mishandling and/or any unlawful acts that the contractor or its workers might commit in the performance of this contract. Septic waste will be disposed of in a legal manner.
- E. The contractor must have the ability and equipment to pump 40,000 gallons within one working day.
- F. All equipment used shall be in good operating condition and shall meet all safety, DOT, and OSHA requirements. Equipment shall be neat in appearance and free of excessive grease and oil leaks. The contractor must have the capability of keeping their equipment in good operable order for the duration of the agreement or have the ability to obtain suitable replacement equipment to ensure continuous uninterrupted service. Vehicles may be subject to safety inspections at any time.



- G. The first compartment of each system must be completely cleaned and pumped. Facilities Department Maintenance Foremen, or their designees, will determine if the second compartment or the pumping vault needs to be cleaned and pumped.
- H. If bio-tubes are present, they must be pulled, cleaned, and replaced. The bio-tubes at Larson Elementary School are located in an area that may be considered a confined space. Any work done in confined spaces must conform to the MSBSD's Confined Spaces Program, attached as Appendix 7. All associated costs must be included as part of the bid price provided in Attachment C: Bid Form.
- I. Pumping shall include the removal of top crust and heavy sludge at the bottom of the tanks.
- J. All holding tanks must be DEC-certified.
- K. Once pumping is complete on each tank, the contractor is required to ensure all tank level floats are free and clear, reset alarms, and ensure the system is operational.
- L. The MSBSD reserves the right to add or remove schools/sites at any time during the life of the contract. Costs for added sites will be of similar competitive value to the sites included in the original contract.

5. **SCHEDULING WORK**

- A. Annual septic pumping shall start after school closes for the year and must be completed and invoiced no later than June 30th of that year. Refer to Appendix 7, School Calendar. Pumping must be done during regular MSBSD Facilities Department working hours of Monday through Friday, 7:00 a.m. to 3:30 p.m. The contractor shall prearrange a pumping schedule with Eric Hoyt, Facilities Department Maintenance Foreman, or his designee. The contact telephone number for the Facilities Department is (907) 864-2000.
- B. The MSBSD will provide the contractor with a list of the schools to be pumped each year. The contractor must submit the anticipated pumping schedule for that list of schools by April 1. Failure to provide the schedule by April 1st may be considered non-performance by the contractor and may result in termination of the contract.
- C. Pumping schedule may vary by site. Pumping is not required at all sites every year.
- D. In addition to the scheduled annual pumping, the contractor may be contacted for emergency pumping throughout the school year. Contractor agrees to supply emergency pumping at bid pricing.

6. **ESTIMATES OF QUANTITIES ARE APPROXIMATE ONLY**

It is expressly agreed that the estimated quantities shown in Attachment C: Bid Form are approximate, are only for use as a basis for comparison of bids and are not guaranteed. The MSBSD does not expressly, nor by implication, agree that the actual amount of work will match listed quantities. **Payment will be based on actual gallons pumped and not estimates listed in the bid.**

7. **CONTRACT AWARD**

The MSBSD will recommend award of a contract to the lowest responsive and responsible bidder for the complete scope of work. Pricing must be included for all sites or the bid may be considered non-responsive.



8. CONTRACT TERM

- A. The term of any contract(s) resulting from this solicitation shall be for a one (1) year period, beginning August 15, 2024 and ending June 30, 2025. The MSBSD reserves the right to renew the contract for four (4) additional one (1) year terms, under the same terms and conditions of the original contract upon mutual agreement between the MSBSD and the contractor.
- B. The MSBSD reserves the right to add sites as needed during the life of this agreement.

9. CONTRACT MANAGEMENT

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



ATTACHMENT B:
SPECIAL CONDITIONS FOR GENERAL BIDS

1. GENERAL INFORMATION:

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



ATTACHMENT C:
BID FORM

SCHOOL SITE	ESTIMATED GALLONS*	BID PRICE PER GALLON	EXTENDED TOTAL PRICE
Admin Annex West	1,250		
Big Lake Elementary	12,000		
Burchell PACE Portable	500		
Butte Elementary	11,000		
Career & Tech High (Primary)	20,000		
Career & Tech High (Secondary)	10,000		
Career & Tech High Bathroom Portable	1,500		
Colony High School	39,000		
Colony Middle School	21,000		
Cottonwood Creek Elementary	12,000		
Dena'ina Elementary	8,000		
Facilities Department #1	1,500		
Facilities Department #2	1,200		
Finger Lake Elementary	12,000		
Fronteras Charter School	3,000		
Glacier View School	5,000		
Goose Bay Elementary	13,000		
Houston High School	22,000		
Houston Middle School	10,000		
Iditarod Elementary	20,000		
Knik Elementary	9,000		
Larson Elementary	8,000		
Machetanz Elementary	8,500		
Mat-Su Central School	3,500		
Mat-Su Day School	3,500		
Meadow Lakes Elementary	8,000		
Midnight Sun Family Learning Center Charter School	3,500		
Pioneer Peak Elementary	12,000		
Redington Sr. Jr/Sr High School	20,000		
Shaw Elementary	10,000		
Sherrod New System	4,000		
Sherrod Elementary (vault)	600		
Snowshoe Elementary	12,000		
Sutton Elementary	6,000		
Su-Valley Jr/Sr High School	5,500		
Su-Valley Jr/Sr Vault	600		
Tanaina Elementary	12,000		
Teeland Middle School	12,000		
Trapper Creek Elementary	3,500		
Twindly Bridge Charter School	1,250		
Valley Pathways	3,500		



Willow Elementary (New)	6,300		
Willow Elementary (Old)	3,000		
Total Estimated Gallons*	380,800		
Total Bid Price			

*All estimated gallon figures are estimated quantities only and are to be used as a basis for the uniform comparison of bids only. The MSBSD does not guarantee a minimum or maximum amount on any one item.

The undersigned hereby proposes to furnish all services, including supervision, labor, equipment, materials and tools necessary for septic system pumping for all sites listed herein for the Matanuska-Susitna Borough School District in full accordance with the bidding documents.

Company: _____ Date: _____
 Printed

Contractor: _____
 Signature

Contractor: _____
 Printed Name



APPENDIX 1: **ADDENDUM ACKNOWLEDGEMENT**

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

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

[illegible]

APPENDIX 2:
NON-COLLUSION CERTIFICATE

The bidder certifies that:

1. The prices in this offer have been arrived at independently and neither the bidder nor any representatives of the bidder has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder, firm, or person relating to:
 - Those prices;
 - The intention to submit an offer; or
 - The methods or factors used to calculate the prices offered.
2. The prices in this offer have not and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before contract award unless otherwise required by law.
3. No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

Signature

Printed Name

Title

Business Name

Date



APPENDIX 3: **INSURANCE REQUIREMENT FOR CONTRACTORS**

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

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

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

The Policies of insurance required shall include the following:

1. WORKERS' COMPENSATION INSURANCE:

Workers' Compensation Insurance in compliance with the laws of the State of Alaska, with Statutory Limits, and Employers' Liability insurance with a limit no less than \$500,000 per accident for bodily injury or disease, and any other coverage that may apply to work performed by employees in this agreement and any project hereunder.

2. COMMERCIAL GENERAL LIABILITY INSURANCE:

The contractors and subcontractors shall procure and maintain during the life of this agreement, Commercial General Liability Insurance on 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, \$2,000,000 aggregate. Coverage shall include the following extensions: A) Contractual Liability; and B) Products and Completed Operations.

3. EXCESS LIABILITY INSURANCE:

Excess Liability Insurance is not required.

4. CONTRACTOR'S POLLUTION LEGAL LIABILITY:

The Contractor's Pollution Legal Liability for the life of this agreement is set at \$1,000,000.

5. PROFESSIONAL LIABILITY:

Professional Liability is not required.

6. 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.

7. ADDITIONAL INSURED:

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

8. INDEMNIFICATION AND HOLD HARMLESS:

The contractors and subcontractors agree to defend, pay on behalf of, indemnify and save harmless the MSBSD, its agents, assigns, subcontractors, employees, and volunteers, against any and all claims, demands, suits, loss, costs and expenses, including attorney's fees, arising from any acts, omission or negligence, injury to person or damage to or loss of property, including loss of use, and for any damages which may be asserted, claimed or recovered against the MSBSD, which arises out of, is in any way connected or associated with, or as a result of this agreement, excepting those arising out of the sole negligence of the MSBSD.



9. 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.

10. WAIVER OF SUBROGATION:

The insurer 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.

11. 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.

12. CONTINUATION OF COVERAGE:

If any of the above coverage expires during the term of this agreement, the contractors and subcontractors shall deliver renewal certificates of insurance and/or policies to the MSBSD at least ten (10) days prior to the expiration date.

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



APPENDIX 4: VENDOR PAPERWORK

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

Please check one: ☐ New Vendor Application ☐ Vendor Update/Change

Vendor Legal Name EIN or SSN

Operating Name (DBA)

Vendor Mailing Address

City, State, Zip Code

Vendor Remit-To Address

City, State, Zip Code

Vendor Contact Name

Contact E-mail Address Phone #

Vendor Website URL Fax #

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

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

Do you accept Purchase Orders (POs)? ☐ Yes ☐ No

How to you prefer to receive POs? Mail ☐ Email ☐ Fax

What is your preferred method of payment? ☐ EFT ☐ Check

Do you provide services to the public? ☐ Yes ☐ No

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

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

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

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

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

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

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

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

SEPTIC PUMPING SERVICES

BID #B25-01



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:
PUMPING SCHEDULE

FY 25 PUMPING SCHEDULE

The following is a list of schools that must be pumped after the 2024-2025 school year is over, but before June 30, 2025. Pumping must be done during regular MSBSD Facilities Department working hours of Monday through Friday, 7:00 a.m. and 3:30 p.m. The Contractor shall prearrange a pumping schedule by April 1, 2025, with Antonio Weese, or his designee. The contact telephone number for the Facilities Department is (907) 864-2000. All work must be completed by June 30, 2025.

The following tasks must be completed at each site. The first compartment must be completely cleaned and pumped. Eric Hoyt or his designee will determine if the second compartment or the pumping vault needs to be cleaned and pumped. Tanks with bio-tubes shall be pulled, cleaned, and replaced. The top crust and heavy sludge at the bottom of tanks must be removed.

The Contractor may be contacted for emergency pumping throughout the school year and agrees to supply pumping at bid pricing.

SCHOOL SITES
Big Lake Elementary School
Burchell Pace Portable
*Career Tech High School (Primary)
*Career Tech High School (Secondary)
Career Tech High School Bathroom Portable
Cottonwood Creek Elementary School
Finger Lake Elementary School
*Machetanz Elementary School
Midnight Sun Charter School
Snowshoe Elementary School
Sutton Elementary School
*Su Valley Jr/Sr High School
Su-Valley Jr/Sr High Vault
Teeland Middle School
Trapper Creek Elementary School
*Valley Pathways
Willow Elementary (Old System)
Willow Elementary (New System)
Admin Annex West

*Tanks with bio-tubes



TENTATIVE FY26 PUMPING SCHEDULE

SCHOOL/ SITES
Burchell Pace Portable
Butte Elementary
*Career Tech High School (Primary)
*Career Tech High School (Secondary)
Career Tech High School Bathroom Portable
Colony High School
Colony Middle School
Dena'ina Elementary
Fronteras Charter School
Glacier View School
Goose Bay Elementary
*Houston High School
*Houston Middle School
Iditarod Elementary
*Knik Elementary
*Larson Elementary
*Machetanz Elementary
Mat-Su Central School
Mat-Su Day School
*Meadow Lakes Elementary
Pioneer Peak Elementary
*Redington Sr. Jr/Sr High
*Shaw Elementary
Sherrod Elementary (New System)
Sherrod Elementary (Vault)
*Su Valley Jr/Sr High School
Su-Valley Jr/Sr High Vault
Tanaina Elementary
Twindly Bridge Charter School
*Valley Pathways
Facilities Department #1
Facilities Department #2

*Tanks with bio-tubes

SEPTIC PUMPING SERVICES

BID #B25-01

Mat-Su Borough School District || Purchasing Department || 690 Cope Industrial Way || Palmer, Alaska 99645 || P.24



TENTATIVE FY27 PUMPING SCHEDULE

SCHOOL SITES
Big Lake Elementary School
Burchell Pace Portable
*Career Tech High School (Primary)
*Career Tech High School (Secondary)
Career Tech High School Bathroom Portable
Cottonwood Creek Elementary School
Finger Lake Elementary School
*Machetanz Elementary School
Midnight Sun Charter School
Snowshoe Elementary School
Sutton Elementary School
*Su Valley Jr/Sr High School
Su-Valley Jr/Sr High Vault
Teeland Middle School
Trapper Creek Elementary School
*Valley Pathways
Willow Elementary (Old System)
Willow Elementary (New System)
Admin Annex West

*Tanks with bio-tubes



TENTATIVE FY28 PUMPING SCHEDULE

SCHOOL SITES
Burchell Pace Portable
Butte Elementary
*Career Tech High School (Primary)
*Career Tech High School (Secondary)
Career Tech High School Bathroom Portable
Colony High School
Colony Middle School
Dena'ina Elementary
Fronteras Charter School
Glacier View School
Goose Bay Elementary
*Houston High School
*Houston Middle School
Iditarod Elementary
*Knik Elementary
*Larson Elementary
*Machetanz Elementary
Mat-Su Central School
Mat-Su Day School
*Meadow Lakes Elementary
Pioneer Peak Elementary
*Redington Sr. Jr/Sr High
*Shaw Elementary
Sherrod Elementary (New System)
Sherrod Elementary (Vault)
*Su Valley Jr/Sr High School
Su-Valley Jr/Sr High Vault
Tanaina Elementary
Twindly Bridge Charter School
*Valley Pathways
Facilities Department #1
Facilities Department #2

*Tanks with bio-tubes

SEPTIC PUMPING SERVICES

BID #B25-01



TENTATIVE FY29 PUMPING SCHEDULE

SCHOOL SITES
Big Lake Elementary School
Burchell Pace Portable
*Career Tech High School (Primary)
*Career Tech High School (Secondary)
Career Tech High School Bathroom Portable
Cottonwood Creek Elementary School
Finger Lake Elementary School
*Machetanz Elementary School
Midnight Sun Charter School
Snowshoe Elementary School
Sutton Elementary School
*Su Valley Jr/Sr High School
Su-Valley Jr/Sr High Vault
Teeland Middle School
Trapper Creek Elementary School
*Valley Pathways
Willow Elementary (Old System)
Willow Elementary (New System)
Admin Annex West

*Tanks with bio-tubes



Confined Spaces Program

Complies with
29 CFR 1910.146
OSHA General Industry Standards

Updated: February 2021



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INTRODUCTION

A. Summary

The Matanuska-Susitna Borough School District (MSBSD) is committed to providing a safe environment for our employees and students. In pursuit of this goal, a Confined Spaces Program is in place to establish the minimum requirements for work in confined spaces. The District will identify confined spaces, evaluate the potential dangers of them, and where needed, create permits to limit access.

According to the Occupational Safety and Health Administration (OSHA) a confined space is any space that is; large enough for an employee to enter fully and perform assigned work; is not intended for continuous occupancy; and has a limited or restricted means of entry and exit.

A confined space permit is required when it meets any of the following characteristics:

- Contains or has the potential to contain a hazardous atmosphere.
- Contains a material with the potential to engulf someone entering the space.
- Contains an internal configuration that can cause an entrant to be trapped or asphyxiated.
- Contains any other serious safety or health hazard.

B. Regulations and Standards

This program complies to OSHA 29 CFR 1910.146 General Industry Standards. All employees are required to comply with this Confined Spaces Program. Only those who have received training and have been authorized by the entry supervisor may enter a confined space. OSHA defines entering a confined space as any part of the body passing through the entrance.

RESPONSIBILITIES

A. Program Management

The District has developed this Confined Spaces Program to ensure the safety of all employees and to determine methods to prevent unauthorized entry into confined spaces. The following individuals are responsible for administering the District's Confined Spaces Program:

Program Compliance

Dan Belanger, Compliance Program Coordinator
Matanuska-Susitna Borough School District
501 N. Gulkana St.; Palmer, AK 99654
P: 907-864-2024; F: 907-864-2081

Program Review and Support

Nicole Lundstrom, Risk Manager
Matanuska-Susitna Borough School District
501 N. Gulkana St.; Palmer, AK 99645
P: 907-746-9213; F: 907-761-4091



B. Facilities Department

The Facilities Department has the primary responsibility for training and implementing the Confined Spaces Program. To ensure the safety of all employees the Facilities Department will:

- a. Identify all confined spaces on district property according to the Permit-Required Confined Space Decision Flow Chart ([Attachment A](#)).
- b. Identify "permit spaces" and ensure they are secure and labeled with a Permit Space Warning Sign ([Attachment D](#)).
- c. Label Non-Permit Required Spaces with the Confined Space Warning Sign ([Attachment C](#)).
- d. Determine what hazards exist in the confined space prior to entry into the space, and prior to issuing a permit.
- e. Periodically review the list of confined spaces for changes or additions.
- f. Retain issued and canceled permits for one year.

C. Authorized Entrant

Authorized entrants are required to:

- a. Know space hazards, including information on the means of exposure such as:
 - Inhalation.
 - Dermal absorption.
 - The signs and symptoms of exposure; and
 - The consequences of an exposure.
- b. Use Personal Protective Equipment (PPE) properly.
- c. Maintain communication with attendants to receive information about changes to confined space status.
- d. Exit from the permit space as soon as possible when:
 - Ordered by the authorized person.
 - The entrant recognizes the warning signs or symptoms of an exposure.
 - A prohibited condition exists; or
 - An automatic alarm is activated.
- e. Alert the attendant when a prohibited condition exists or when warning signs or symptoms of exposure exists.

D. Attendant

The attendant is required to:

- a. Remain outside the permit space during entry operations unless relieved by another authorized attendant.
- b. Perform non-entry rescues when specified by the established Confined Spaces Program rescue procedure.
- c. Know existing and potential hazards, including information on the mode of exposure, signs or symptoms, consequences, and physiological effects.
- d. Maintain communication with authorized entrants and keep an accurate account of those workers entering the permit space.
- e. Order evacuation of the permit space when:



- A prohibited condition exists.
 - A worker shows signs of physiological effects of hazard exposure.
 - An emergency outside of the confined space exists; and
 - The attendant cannot effectively and safely perform required duties.
- f. Summon rescue and other services during an emergency.
 - g. Ensure that unauthorized people stay away from permit spaces or exit immediately if they have entered the permit space.
 - h. Inform authorized entrants and the entry supervisor if any unauthorized person enters the permit space; and
 - i. Perform no other duties that interfere with the attendant's primary duties.

If an attendant will be required to monitor multiple spaces, emergency procedures will be outlined by the Entry Supervisor prior to issuing the permit.

E. Entry Supervisor

The Entry Supervisor is required to:

- a. Issue confined space permits, cancel confined space permits, and retain confined space permits for one year.
- b. Know space hazards including information on the mode of exposure, signs or symptoms, and consequences of exposure.
- c. Verify that all employees have been trained on the Confined Spaces Program.
- d. Verify emergency plans and specified entry conditions such as permits, tests, procedures, and equipment before allowing entry.
- e. Ensure that the proper PPE is available and worn by authorized entrant.
- f. Terminate entry and cancel permits when entry operations are completed or if a new condition exists.
- g. Verify that rescue services are available and that the means for summoning them are operable before entry.
- h. Take appropriate measures to remove unauthorized entrants; and
- i. Ensure that entry operations remain consistent with the entry permit and that acceptable entry conditions are maintained.

PROGRAM COMPONENTS

A. Identify and Evaluate

Facilities will use the Permit-Required Confined Space Decision Flow Chart to categorize confined spaces on district properties ([Attachment A](#)). The District will maintain a catalog of confined spaces on district property. The catalog will list an identifying name for the spaces, and the hazards that exist in permit required spaces.



B. Implementation

1. All identified confined spaces shall be locked to prevent unauthorized entry.
2. Non-permit spaces may be accessed by employees who have taken the District's confined spaces training.
3. Permit required spaces may only be accessed by filling out a Permit Space Access Request Form, which must be signed by an entry supervisor ([Attachment B](#)). Hazard control may be necessary for safe entry. These may include:
 - a. Specifying acceptable entry conditions.
 - b. Isolating the permit space.
 - c. Providing barriers.
 - d. Verifying acceptable entry conditions; and
 - e. Purging, making inert, flushing, or ventilating the permit space.

C. Equipment for Safe Entry

In addition to Personal Protective Equipment (PPE), other equipment may be required for safe entry into a permit space including:

1. Testing, monitoring, ventilating, communications, and lighting equipment.
2. Barriers and shields.
3. Ladders; and
4. Retrieval devices.

D. Detection of Hazardous Conditions

If hazardous conditions are detected during entry, district and contract employees must immediately leave the space. The Entry Supervisor will evaluate the space to determine the cause of the hazardous atmosphere and modify the entry requirements as necessary.

E. Informing Contract Employees

When employees of more than one employer are conducting entry operations, MSBSD must coordinate entry operations to ensure that affected employees are appropriately protected from permit space hazards. The Entry Supervisor will ensure contractors are provided with all pertinent information regarding hazards and operations in permit spaces and be debriefed at the conclusion of entry operations.

Pertinent information includes but is not limited to:

1. The permit space and permit space entry requirements.
2. Identified hazards.
3. MSBSD's experience with the space, such as knowledge of hazardous conditions; and
4. Precautions or procedures to be followed when in or near permit spaces on MSBSD premises.



F. Permit Entry

If a space contains a hazard that classifies it as a permit required space, there are two entry procedures that can apply.

1. If the hazard is an actual or potential hazard that can be made safe for entry using forced air ventilation, the space requires no permit (OSHA 1910.146 (C) 5 and 7).
 - a. Once forced air ventilation is started, the entrant should test the atmosphere to make sure the atmosphere is safe.
 - b. An attendant should remain outside the space to monitor the employee in the space.
2. If forced air ventilation cannot be used, the permit space procedure requires that an entry permit be filled out and posted at the confined space before entry begins. The entry permit will define the procedures required for entry.

G. Entry Permits

A Permit Space Access Request, signed by the Entry Supervisor, must be posted at the entrance of all permit spaces, or otherwise made available to entrants before they enter a permit space. The permit must verify that pre-entry preparations outlined in this program have been completed. The duration of entry permits must not exceed the time required to complete an assignment. Entry permits must include:

1. Name of permit space to be entered, authorized entrant(s), eligible attendants and individuals authorized to be Entry Supervisors.
2. Atmosphere test results.
3. Tester's initials or signature.
4. Name and signature of supervisor who authorizes entry.
5. Purpose of entry and known space hazards.
6. Measures taken to isolate permit spaces and to eliminate or control space hazards.
7. Name and telephone numbers of rescue and emergency services and procedures to contact them.
8. Date and authorized duration of entry.
9. Acceptable entry conditions.
10. Communication procedures and equipment to maintain contact during entry.
11. Additional permits, such as for hot work, that have been issued authorizing work in the permit space.
12. Special equipment and procedures, including PPE and alarm systems; and
13. Any other information needed to ensure employee safety.



H. Canceled Entry Permits

The Entry Supervisor must cancel entry permits when an assignment is completed or when a new condition exists. New conditions must be noted on the canceled permit and used in revising the permit space program. Canceled entry permits will be kept for at least one year.

I. Training

Before the initial work assignment begins, the Entry Supervisor will provide proper training for all workers who are required to work in confined spaces. After the training, the entry supervisor must ensure that the employees have acquired the understanding, knowledge, and skills necessary to safely perform their duties. Additional training is required when:

1. The job duties change.
2. A change occurs in the Confined Space Program or the permit space operation presents any new hazard; and
3. An employee's job performance shows deficiencies.

In addition to this training, rescue team members also require training in CPR and first aid. The Entry Supervisor must certify that this training has been provided. The Entry Supervisor must keep a record of employee training and make it available for inspection by employees and their authorized representatives. The record must include the employees name, trainer's signature or initials and dates of the training.

J. Test and Monitor

Before entry into a permit space, employees should test the atmosphere to ensure the environment is safe for entrance.

1. Atmospheric testing is done in this sequence:
 - a. Oxygen (19.5-23.5 - OSHA)
 - b. Combustible Gases or Vapors (10% Lower Flammable Limit - OSHA)
 - c. Carbon Monoxide (35 ppm - NIOSH)
 - d. Other tests as required
2. Where possible implement methods for controlling hazards while work is done.
3. Continue to regularly test and monitor the confined space while work is being done.

K. Entry Operations

1. Permit authorization
 - a. Before beginning work in a permit space, the entrant must obtain a permit from the Entry Supervisor.
 - b. Entry Supervisors are responsible for making sure that the testing and controls needed to enter a permit space are followed ([Attachment B](#)).
 - c. Ensure all hazard controls for the space are followed.
 - d. Once pre-entry testing is complete, work may begin in the space.



- e. Permits will be considered canceled when the approved permit work is complete.
- f. Permits will be canceled if a hazardous condition is found. A new permit will be issued once the hazardous condition is mitigated.
- g. Canceled permits are kept for up to one year and used to audit the Confined Spaces Program.

2. Entry procedures

- a. Before entry, a rescue plan will be agreed upon. This plan will address who is to be contacted and what procedures will be used to prevent unauthorized employees from attempting to rescue.
- b. After pre-entry testing is completed, the authorized entrant may enter and begin work. There will be at least one attendant stationed outside the permit space for the duration of the work.
- c. Tests are completed and recorded on the permit.
- d. If work requires using another contractor, both permit plans should be followed to coordinate the efforts of the District and contractor's employees.
- e. Where possible each space should have its own attendant. If one attendant is to cover multiple spaces, the Entry Supervisor is responsible for outlining how this will be done safely.

L. Rescue Service Personnel

Rescue service personnel will be provided with PPE and rescue equipment, including respirators, and be trained on how to use it. Rescue service personnel must also receive the authorized entrants training and be trained to perform assigned rescue duties. All rescuers will receive training in first aid and CPR.

The Entry Supervisor will ensure that practice rescue exercises are performed yearly and that the rescuers are provided access to permit spaces so they can practice rescue operations. Rescuers must also be informed of the hazards of the permit space.

M. Harnesses and Retrieval Lines

Authorized entrants who enter a permit space must wear a chest or full body harness with a retrieval line attached to the center of their backs near shoulder level or above their heads. Wristlets may be used if the Entry Supervisor can demonstrate that the use of a chest or full body harness is not feasible or creates a greater hazard. The Entry Supervisor must ensure that the other end of the retrieval line is attached to a mechanical device or a fixed point outside the permit space. A mechanical device must be available to retrieve someone from vertical type permit spaces more than five feet deep.



DEFINITIONS

Attendant- Employees who have received Confined Spaces training but will not enter the space. They are the safety team that will monitor conditions in the space and get the Authorized Entrant aid if they should become incapacitated.

Authorized Entrant- An employee who has filled out the permit required to access a specific confined space. They are the only workers who should enter permit spaces.

Confined Space- A confined space:

- Is large enough for an employee to enter fully and perform assigned work.
- Is not designed for continuous occupancy by the employee.
- Has a limited or restricted means of entry or exit.

These spaces may include underground vaults, tanks, storage bins, pits and diked areas, vessels, silos, and other similar areas.

Entry- OSHA defines entry into a confined space as any body part crossing the threshold.

Entry Supervisor- The Entry Supervisor is responsible for determining the safety of a confined space. They oversee pretesting and administer permits for permit space access.

Hazardous Atmosphere- An atmosphere is considered hazardous if it could lead to the death of an employee, either due to oxygen deficiency, toxic or unbreathable gases, or high concentrations of dust.

Permit- A form that is used to document access to Permit Spaces. The permit has spaces for receiving authorization, the testing that should be done before and during work, and a check out signature. Permits may also be audited as records to verify that the program is properly implemented.

Permit Space- A permit-required confined space has one or more of these characteristics:

- Contains or has the potential to contain a hazardous atmosphere.
- Contains a material with the potential to engulf someone who enters the space.
- Has an internal configuration that might cause an entrant to be trapped or asphyxiated by inwardly converging walls or by a floor that slopes downward and tapers to a smaller cross section; and/or
- Contains any other recognized serious safety or health hazard.



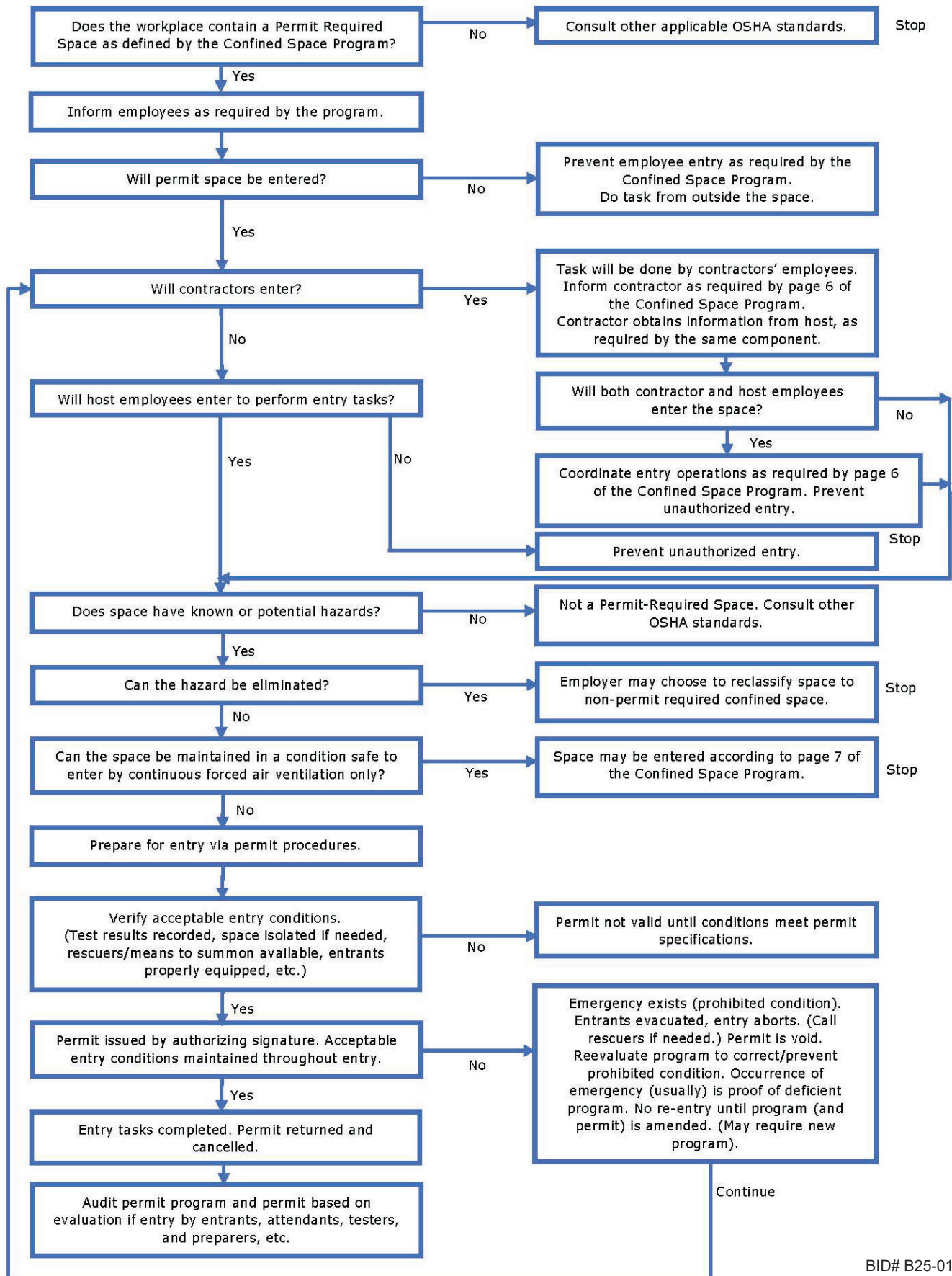
ATTACHMENTS

- A. Permit-Required Confined Space Decision Flow Chart
- B. Permit Space Access Request
- C. Confined Space Warning Sign
- D. Permit Space Warning Sign





Permit-Required Confined Space Decision Flow Chart





Permit Space Access Request

Facilities

Mat-Su Borough School District

3901 E. Bogard Road

Wasilla, AK 99654

P: (907) 864-2001 || F: (907) 864-2081

Confined Space Location/Description/ID Number: _____

Date: _____

Purpose of Entry: _____

Time In: _____

Permit Canceled Time: _____

Time Out: _____

Reason Permit Canceled: _____

Supervisor: _____

Authorized Duration of Entry: _____

Rescue and Emergency Services:

Hazards of Confined Space	Yes	No	Special Requirements	Yes	No
Oxygen deficiency			Hot Work Permit Required		
Combustible gas/vapor			Lockout/Tagout		
Combustible dust			Lines broken, capped, or blanked		
Carbon Monoxide			Purge-flush and vent		
Hydrogen Sulfide			Secure Area-Post and Flag		
Toxic gas/vapor			Ventilation		
Toxic fumes			Other- List:		
Skin- chemical hazards			Special Equipment		
Electrical hazard			Breathing apparatus- respirator		
Mechanical hazard			Escape harness required		
Engulfment hazard			Tripod emergency escape unit		
Entrapment hazard			Lifelines		
Thermal hazard			Lighting (explosive proof/low voltage)		
Slip or fall hazard			PPE- goggles, gloves, clothing, etc.		
			Fire Extinguisher		

Communication Procedures:

DO NOT ENTER IF PERMISSABLE ENTRY LEVELS ARE EXCEEDED

Hazard Tested (Permissible Level)	Result	Test Start	Test Stop
% of Oxygen (19.5% to 23.5%)			
% of LEL (Less than 10%)			
Carbon Monoxide (35 PPM/8 hr.)			
Hydrogen Sulfide (10 PPM/8 hr.)			
Other			

Name(s) or Person(s) testing: _____



Test Instrument(s) used- Include Name, Model, Serial Number and Date Last Calibrated:

CFM-Ventilation	Size-Cubic Feet	Pre-Entry Time	<input type="checkbox"/> Central Notified Before Entrance	Time Notified:
			<input type="checkbox"/> Central Notified After Entrance	Time Notified:

Authorized Entrants

Authorized Attendants

PERMIT AUTHORIZATION	
I Certify that all actions and conditions necessary for safe entry have been performed.	
Name-Print:	
Signature:	
Date:	Time:

Entry Procedure Checklist: Complete the following steps before, during, and after a confined space entry:

Step 1

Obtain a Permit-Space Access Request Form from Entry Supervisor.

Step 2

Notify Supervisor before the **Confined Space Entry**.

Step 3

Verify Confined Space Meter has been calibrated and is in working order.

Step 4

Complete the top portion of the Permit Space Access Request Form.

Step 5

Ensure all rescue equipment (e.g. tripod, body-belt, lanyard) is in place prior to entry.

Step 6

Monitor the confined space with the MSA 4-Gas Detector prior to entry. The entrant and attendant should sign the permit authorization section on the bottom of the permit to ensure all actions and conditions necessary for safe entry have been performed.

Step 7

Employee entering the confined space should wear the 4-Gas Detector after the pre-atmosphere test. The employee should also have a full body harness and lanyard attached to the rescue tripod. Employee shall have a radio and any other necessary personal protective equipment.

Step 8

Employee can enter the confined space once Step 7 is completed. The entrant and attendant should complete the Hazards of Confined Spaces and Special Requirements Section of the Permit Confined Space Access Request Form once the employee is within the confined space. The entrant should also gather the % Oxygen, % Explosive Gases, Carbon Monoxide, and Hydrogen Sulfide readings and communicate them to the attendant to place on the Permit Form.

Step 9

The attendant should maintain constant communication with the entrant until the entrant has exited the confined space.

Step 10

The attendant should contact Entry Supervisor once the entrant has exited the confined space.

Step 11

The Permit Confined Space Access Request Form should be given to Entry Supervisor to file in the Confined Space Records.





CONFINED SPACE
DO NOT ENTER

Permit Space ID: _____

SEPTIC PUMPING SERVICES

Mat-Su Borough School District || Purchasing Department || 690 Cope Industrial Way || Palmer, Alaska 99645 || P.42

BID# B25-01





FOLLOW PERMIT SPACE ENTRY PROCEDURES

Permit Space ID: _____

SEPTIC PUMPING SERVICES

Mat-Su Borough School District || Purchasing Department || 690 Cope Industrial Way || Palmer, Alaska 99645 || P.43

BID# B25-01

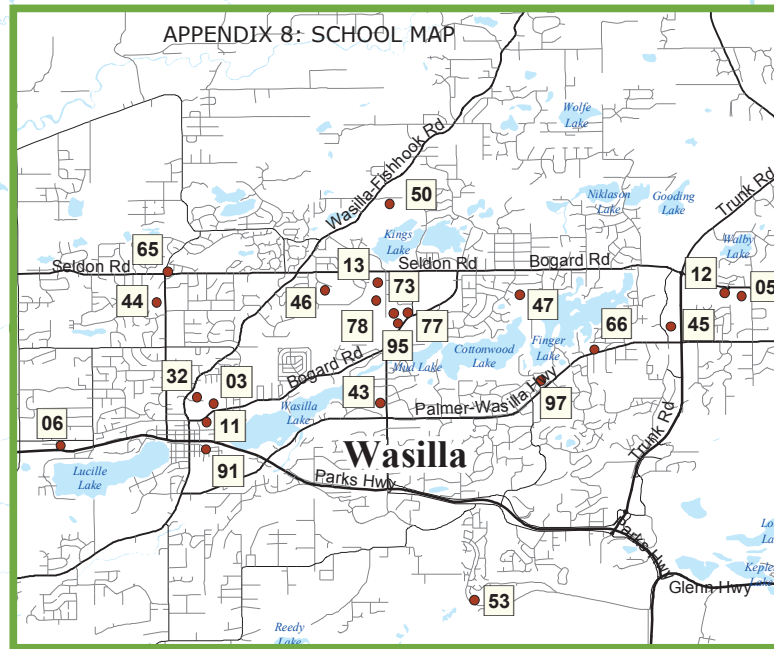
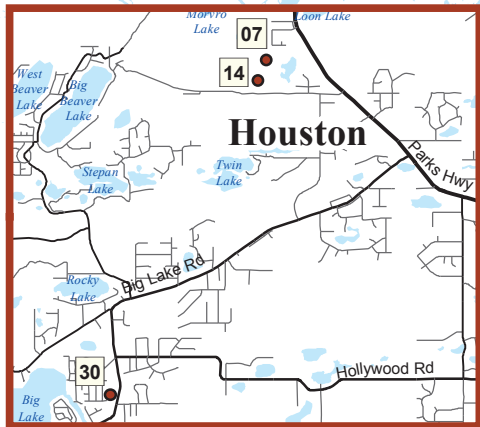


MSB School District Facilities Locations

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

Houston Inset

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



Wasilla Area Inset

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



Palmer Area Inset

- 01. Palmer High School
- 10. Palmer Junior Middle School
- 33. Sherrod Elementary School
- 34. Swanson Elementary School
- 62. Academy Charter School
- 71. Valley Pathways School
- 72. Mat-Su Secondary School
- 96. MSBSD Nutrition Services
- 96. School District Warehouse
- 99. MSBSD Administration Building

Matanuska-Susitna Borough School District

Secondary School Calendar

2024 - 2025

S	M	T	W	T	F	S
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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						
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8	9	10	11	12	13	14
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22	23	24	25	26	27	28
29	30					

OCTOBER						
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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)*
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October

18	Quarter 1 Ends (46 Days)
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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)*
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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
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JANUARY						
			H	V	V	4
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FEBRUARY						
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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						
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27	28	29	30			

MAY						
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11	12	13	14	15	16	17
18	19	20	SN	SC	WD	24
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JUNE						
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Matanuska-Susitna Borough School District

Elementary School Calendar

2024 - 2025

Matanuska-Susitna Borough School District

S	M	T	W	T	F	S
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JULY						
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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						
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OCTOBER						
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27	28	29	30	31		

NOVEMBER						
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3	PC	PL	6	7	8	9
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17	18	19	20	21	22	23
24	25	26	27	H	H	30

DECEMBER						
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8	9	10	11	12	13	14
15	16	17	18	Q2	WD	21
22	V	V	H	V	V	28
29	V	V				

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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)
----	--------------------------

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

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JANUARY						
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26	27	28	29	30	31	

FEBRUARY						
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16	PC	18	19	20	21	22
23	24	25	26	27	28	

MARCH						
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2	3	4	5	Q3	WD	8
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23	24	25	26	27	28	29
30	31					

APRIL						
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27	28	29	30			

MAY						
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11	12	13	14	15	16	17
18	19	20	SN	SC	WD	24
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22	23	24	25	26	27	28
29	30					