

BID #B25-09

DOUGH MACHINE FOR NUTRITION SERVICES

Due Date and Time: **November 20, 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

TABLE OF CONTENTS

TABLE OF CONTENTS P. 1

ADVERTISEMENT FOR BID P. 2

REQUEST FOR BID AND INSTRUCTIONS TO BIDDERS P. 3

ATTACHMENT A: SCOPE OF SERVICESP. 11

ATTACHMENT B: SPECIAL CONDITIONSP. 13

ATTACHMENT C: BID FORM P. 14

APPENDIX 1: ADDENDUM ACKNOWLEDGEMENTP. 15

APPENDIX 2: NON-COLLUSION CERTIFICATE P. 16

APPENDIX 3: INSURANCE P. 17

APPENDIX 4: VENDOR PAPERWORKP. 19

APPENDIX 5: PROPOSED SUBCONTRACTORS AND SUPPLIERSP. 20



ADVERTISEMENT

	DATE OF ADVERTISEMENT
Frontiersman	October 30 and November 1, 2024
Anchorage Daily News	October 27 and 30, 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 #B25-09

DOUGH MACHINE FOR NUTRITION SERVICES

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

DOUGH MACHINE FOR NUTRITION SERVICES

Bids are due on or before November 20, 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 #B25-09 ."

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.

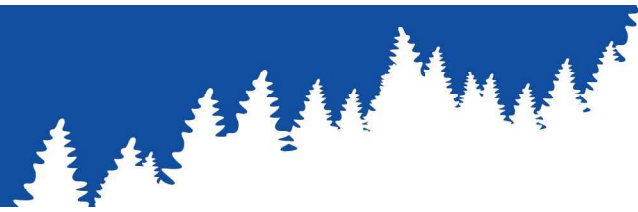
The MSBSD reserves the right to accept or reject any or all bids and waive any minor technicalities, informalities, and/or irregularities as it deems appropriate.

10/25/2024	Requested By:	E.Dwyer	Approved By:	B. Munson
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DOUGH MACHINE FOR NUTRITION SERVICES

BID #B25-09





DOUGH MACHINE FOR NUTRITION SERVICES

BID #B25-09

INVITATION TO BID

THIS IS NOT A PURCHASE ORDER

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

DOUGH MACHINE FOR NUTRITION SERVICES

as specific herein.

Bids will be accepted until at

Questions will be accepted until at

BIDDER USE ONLY

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

Company Name

Address

City State Zip

Telephone Number Fax Number

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

Authorized Signature Printed Name Date

DOUGH MACHINE FOR NUTRITION SERVICES

BID #B25-09



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:

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

November 6, 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

DOUGH MACHINE FOR NUTRITION SERVICES

BID #B25-09



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

November 20, 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 #B25-09

Bid Title: Dough Machine for Nutrition Services

Due: November 20, 2024 at 2:00 P.M.

DOUGH MACHINE FOR NUTRITION SERVICES

BID #B25-09



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.

DOUGH MACHINE FOR NUTRITION SERVICES

BID #B25-09



12. AVAILABILITY OF FUNDS (CONT.):

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

13. REQUEST FOR ADDITIONAL INFORMATION:

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

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

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

14. PUBLIC RECORDS CLAUSE:

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

15. PROTEST OF AWARD:

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

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

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

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

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

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

16. CONTRACT:

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

17. INSURANCE:

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



17. INSURANCE (CONT.):

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

18. LICENSES:

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

State of Alaska:

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

Matanuska-Susitna Borough

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

19. INVOICES AND METHOD OF PAYMENT:

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

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 proposals from qualified proposers to provide a dough machine for the MSBSD Nutrition Services Department as described herein.

2. BACKGROUND

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

3. GENERAL REQUIREMENTS

- A. The Matanuska Susitna Borough School District is seeking bids from qualified bidders for the purchase of a dough machine for the MSBSD Nutrition Services Department.
- B. Contractor is responsible for shipping and installation at MSBSD Nutrition Services located at 690 Cope-Industrial Way in Palmer, Alaska. Please indicate on the bid form the required lead time needed after receipt of order.
- C. The Contractor will supply one service technician and one baker for the installation, start-up, training, and demo, all expenses included.

4. SPECIFICATIONS

- A. Dough machine shall be Rondo Smartline Duo (PSS640) and Smart Feeder, or equal. Machine must be compatible to interface with existing Jumboline SPF610.B equipment.
- B. Dough machine shall have left-to-right running direction, include touch screen operational controls, and include blue conveyor belt with special belt tension system.
- C. Dough machine shall have supply voltage of 230/60/3-phase.
- D. Dough machine shall include UNO Calibrator (compatible with Smartline), or equal.
- E. Dough machine shall include Cross Roller (compatible with Smartline), or equal.
- F. Dough machine shall include electrical modification to connect to Jumboline SPF610.B, S/N C093305.



5. SUBSTITUTIONS

- A. Substitutions (“or equal” products) will be considered for the products specified herein, 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.
- B. If substitutions are proposed, the proposer must also include product information and specification sheets for the proposed substitution.
- C. 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.
- D. 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.

6. WARRANTY

Contractor shall provide a minimum of a one (1) year part and service warranty.

7. PRICING

- A. Prices submitted in response to this bid solicitation shall be firm. No price increases after award of the bid shall be accepted.
- B. Bids shall be F.O.B. Palmer, Alaska.

8. AWARD OF CONTRACT

The MSBSD will recommend award of a contract to the lowest responsive and responsible bidder based on total base bid.

9. PRODUCT RECALL

The contractor shall immediately notify the MSBSD in the event of a quality issue or product recall. The contractor shall make every effort to assist the MSBSD with resolving product recalls in accordance with resolutions available from the manufacturer.

10. CONTRACT MANAGEMENT

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



ATTACHMENT B:
SPECIAL CONDITIONS FOR GENERAL BIDS

1. GENERAL INFORMATION:

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



**MATANUSKA-SUSITNA BOROUGH SCHOOL DISTRICT
PURCHASING DEPARTMENT
690 COPE INDUSTRIAL WAY
PALMER, AK 99645**

**DOUGH MACHINE FOR NUTRITION SERVICES
BID #B25-09**

ATTACHMENT C: BID FORM

The undersigned hereby further proposes to shipping, installation, start-up and demo for a **Dough Machine for Nutrition Services** in full accordance with the Bidding Documents.

Item No.	Description	Total Price
1	Rondo Smartline and Smart Feeder or equal per the specifications listed in Attachment A.	\$ _____
2	Freight estimated to Palmer, Alaska 99645	\$ _____
TOTAL BASE BID		\$ _____

Lead time for delivery after receipt of order: _____

Company: _____
Printed Name
Date

Contractor: _____
Signature



APPENDIX 2:
NON-COLLUSION CERTIFICATE

The bidder certifies that:

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

Signature

Printed Name

Title

Business Name

Date



APPENDIX 3:
INSURANCE REQUIREMENT FOR CONTRACTORS

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

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

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

The Policies of insurance required shall include the following:

1. WORKERS' COMPENSATION INSURANCE:

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

2. COMMERCIAL GENERAL LIABILITY INSURANCE:

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

3. 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.

4. ADDITIONAL INSURED:

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

5. INDEMNIFICATION AND HOLD HARMLESS:

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

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

7. CANCELLATION NOTICE:

All insurance policies, as described above, shall include an endorsement stating the following: "thirty (30) days Advance Written Notice of Cancellation or Non-Renewal shall be sent to: MSBSD, Attn: Purchasing Department, 690 Cope Industrial Way, Palmer, AK 99645.



8. WAIVER OF SUBROGATION:

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

9. CERTIFICATES OF INSURANCE:

The contractors and subcontractors shall provide the MSBSD two (2) Certificates of Insurance and/or copies of policies acceptable to the MSBSD for the coverage's listed herein at the time the agreements are returned for execution.

10. CONTINUATION OF COVERAGE:

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

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



**APPENDIX 4:
VENDOR PAPERWORK**

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

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"/>	<input type="checkbox"/> No* Vendor # <input type="text"/>
Pre-Pay? <input type="checkbox"/> Yes <input type="checkbox"/> No	Approved/Denied By <input type="text"/>	
Sent to Acctg.: <input type="text"/>	*Reason for Denial <input type="text"/>	
	Alt. Vendor # <input type="text"/>	Alt. Vendor Name <input type="text"/>

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

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

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

Signature

Company Name

Date

