

BID #B25-17

PRODUCE FOR NUTRITION SERVICES

Due Date and Time: at

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	March 19 and 21, 2025
Anchorage Daily News	March 16 and 19, 2025

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 #B25-17

PRODUCE 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:

PRODUCE FOR NUTRITION SERVICES

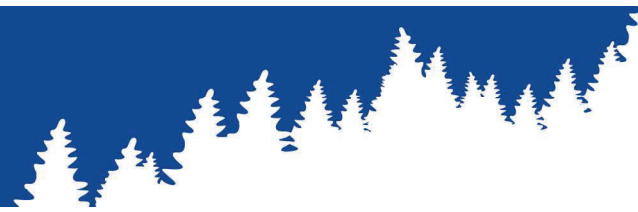
Bids are due on or before April 16, 2025 at 2:00 PM Palmer, Alaska time. Sealed bids must be submitted and received by the MSBSD Purchasing Department, 690 Cope Industrial Way, Palmer, AK 99645, on or before said date and time designated for receipt of bids. All bids must be marked "Bid #B25-17."

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

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

3/14/2025	Requested By:	ERIN DWYER	Approved By:	BETH MUNSON
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PRODUCE FOR NUTRITION SERVICES

BID #B25-17

INVITATION TO BID

THIS IS NOT A PURCHASE ORDER

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

PRODUCE 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



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:

N/A

4. EXAMINATION OF BID DOCUMENTS:

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

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

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

5. INTERPRETATION OR CORRECTION OF BID DOCUMENTS:

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

March 27, 2025 at 4:00 PM Palmer, Alaska time.

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

Mail: MSBSD Purchasing Department; 690 Cope Industrial Way; Palmer, AK 99645

Fax: MSBSD Purchasing Department; (907) 861-5184

E-mail: bids@matsuk12.us



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

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

6. PREPARATION AND SUBMISSION OF BIDS:

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

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

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

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

7. SUBMITTAL REQUIREMENTS:

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

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

B. Bid Form, fully executed and signed.

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

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

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

F. Appendix 4, Vendor Paperwork, fully executed.

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

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

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

8. BIDS:

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

April 16, 2025

 at

2:00 PM

 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 #B25-17

Bid Title:

PRODUCE FOR NUTRITION SERVICES

Due:

April 16, 2025

 at

2:00 PM



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 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 a State of Alaska business license. For information on how to obtain the appropriate business license or see if any exemptions may apply, please visit <https://www.commerce.alaska.gov/web/cpbl/BusinessLicensing/BusinessLicensingFormsFees.aspx>

19. INVOICES AND METHOD OF PAYMENT:

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

20. FEDERAL EXCISE TAXES:

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

21. MODIFICATIONS:

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

22. INDEMNIFICATION:

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

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

23. PROTECTION OF EQUIPMENT AND PROPERTY:

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

24. BIDDER'S PERSONNEL REQUIREMENTS:

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

25. EQUAL EMPLOYMENT OPPORTUNITY:

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



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

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

27. CODE OF ETHICS:

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

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

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

28. OCCUPATIONAL SAFETY AND HEALTH WARRANTY:

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

29. COMPLIANCE:

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

General Conditions:

I. General Statement: The following conditions shall be followed by the selected bidder. These conditions shall be adhered to, relative to any project for which the selected bidder provides services. The MSBSD reserves the right to delete or alter the following terms and conditions or to add additional terms and conditions at its discretion. The selected bidder shall perform services and otherwise comply with all conditions as set forth in this Invitation to Bid including all attachments and appendices hereto and all additional requirements identified in the bid documents.

II. Governing Laws: The agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Alaska.

III. Compliance with All Laws: The bidder shall comply with all applicable laws, ordinances, executive orders and regulations of the federal, state, and local government, which may in any manner affect the performance of the agreement and all applicable MSBSD policies, rules and procedures.

IV. Relationship of All Parties: It is expressly understood and agreed by the bidder and the MSBSD that the bidder's relationship to the MSBSD is that of an independent contractor.

30. CONFLICT OF INTEREST:

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

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



31. ASSIGNMENTS AND SUBCONTRACTORS:

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

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

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

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

32. TERMINATION FOR CAUSE:

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

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

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

33. TERMINATION FOR CONVENIENCE OF THE MSBSD:

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

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

34. FAILURE OF FUNDING:

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

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



ATTACHMENT A: **SCOPE OF SERVICES**

1. SCOPE

The Matanuska-Susitna Borough School District (MSBSD) is seeking bids from qualified contractors to provide Produce for Nutrition Services as specified in Attachment C: Bid Form.

2. BACKGROUND

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

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

3. GENERAL REQUIREMENTS

Produce will be on the MSBSD's menu when it is in season. An assurance that the bidder can supply the produce needs of the MSBSD is required.

- A. Specifications for products covered by this bid can be found in Attachment C: Bid Form.
- B. Any and all changes to the quantity, unit of measure, description, etc. must be marked on Attachment C: Bid Form.
- C. Product shelf life shall not be less than five (5) to seven (7) days from the date of delivery. Products should be dated, showing a "produced on" or "pull date".
- D. The MSBSD reserves the right to inspect the facilities of the vendor prior to award of contract and/or during the term of the contract. If representatives of the MSBSD determine that the vendor is not capable of performance satisfactory to the MSBSD, the price request will not be considered or it can be cancelled.
- E. Federal regulations require that, to the maximum extent possible, only domestic products are purchased for use in the National School Lunch Program. This requirement will be strictly adhered to. Any bidder intending to provide products produced or grown in a foreign country must include such information with their bid submittal. Failure to include such information can result in product rejection at the vendor's expense.
- F. All items must meet the nutritional requirements/serving size of the USDA Child Nutrition Program.
- G. The MSBSD prefers the option of local, Alaska Grown products when possible. The selected organization should make an effort to offer Alaska Grown products among its catalog of goods available.
- H. All items must meet the Commodity Specifications for Fresh Vegetables issued by the USDA. A copy of this specification is provided in Appendix 10.



- I. The successful vendor must deliver the brands quoted and accepted by the MSBSD and meet the delivery time promised. Failure to supply the brands specified or deliver within the time frame promised may result in cancellation of award. If circumstances beyond the vendor's control mandate the need for a substitution, approval must be obtained by the Nutrition Services Department prior to delivery. The vendor will be required to provide an equivalent product in quality, pack size, and pricing. If specified product can be obtained by Nutrition Services from another vendor, Nutrition Services may bill back to the vendor any difference in pricing and costs related to having to procure such product elsewhere.
- J. The MSBSD requires a high level of service and support from the awarded vendor. Vendor will be held responsible for timely deliveries and follow-up as necessary. Partial shipments are discouraged. The goal is to receive complete orders without multiple deliveries or drop shipments.

4. **ADDITIONAL SUBMITTAL REQUIREMENTS**

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

- A. Appendix 6: Suspension and Debarment
- B. Appendix 7: Clean Air and Water
- C. Appendix 8: Lobbying Activities
- D. Appendix 9: Confidential Cost Breakdown

5. **SUBSTITUTIONS**

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

6. **QUANTITIES**

- A. The quantities listed herein are **estimates** only and are not intended to commit the MSBSD to purchase any specific quantity. In the event the MSBSD requirements do not result in the request for the full amount described herein, such occurrence shall not constitute the basis for price adjustments under this bid or any contract.
- B. The MSBSD reserves the right to add related items to the contract at any time during the period of the contract. Any items that may need to be added to this price request shall exhibit similar mark-up percentage as all other existing/awarded products on the price request.
- C. **Bidders must state in their bids any change of quantities or unit of issue, due to manufacturer's unit pack, that they are bidding.** In the event a Bidder does not specify his/her quantities and/or unit pack, the MSBSD will assume the Bidder is bidding the quantity as specified in the bid and shall require delivery of the quantities specified.

7. **AWARD OF CONTRACT**

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



8. ORDERING PROCEDURES

- A. Orders will be placed with the vendor(s) by authorized Nutrition Services employees.
- B. The MSBSD has a preference for electronic ordering. If at all possible, the vendor should accommodate ordering via electronic means.

9. DELIVERY

- A. The MSBSD deliveries are "as required". **Bidders shall state on their bid their earliest delivery time. If time varies for different items, the Bidder shall so state. Time of anticipated delivery must be stated in definite terms. In the event the Bidder does not specify a delivery time, the MSBSD will assume that delivery shall be made no later than thirty (30) days after receipt of order.**
- B. Requests for monthly deliveries will be placed fifteen (15) days in advance of shipment by the MSBSD.
- C. If delivery of an item or order is expected past fifteen (15) days for any reason, it is the responsibility of the distributor to notify the MSBSD as soon as is practicable. The MSBSD reserves the right to cancel orders with extended delivery timelines.
- D. Time of proposed delivery may be a factor considered in awarding of bids.
- E. All prices shall be net and must be F.O.B. Palmer. All deliveries shall be made to the Nutrition Services Department, 690 E. Cope Industrial Way, Palmer, Alaska.
- F. Deliveries will be coordinated with the following Nutrition Services employees:

Gregory Jones (907) 861-5126 gregory.jones@matsuk12.us	Warren Mielke (907) 861-5109 warren.mielke@matsuk12.us	Crystal E. Smith (907) 861-5106 crystale.smith@matsuk12.us
--	--	--
- G. Deliveries will be accepted by the MSBSD on Mondays and Wednesdays, 6:00 AM – 10:00 AM.
- H. Bidder must make every reasonable effort to plan deliveries around known projected delays such as weather, construction, traffic, and other factors.
- I. The official MSBSD calendar for the 2025-2026 School year is attached as Appendix 11. Deliveries for holidays and vacation days shall be coordinated with the Nutrition Services Department and the contractor.
- J. It shall be the responsibility of the bidder to ensure that an authorized MSBSD employee accepts receipts of each delivery. Credit shall be given to the MSBSD for unusable products.
- K. The MSBSD reserves the right to receive products from the distributor and examine such products to verify that the specifications and quality are as ordered. If there are no exceptions, the invoice will be processed for payment. If there is an exception, the distributor will be notified and a determination whether to reject or accept the product will be forthcoming. The distributor will be responsible for merchandise that is rejected.



Damaged or inferior merchandise, for which the distributor is responsible, will be replaced within a reasonable time at no cost to the MSBSD.

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

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

Shippers Name _____

Purchase Order Number _____
Carton # _____ of _____

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

- M. It shall be the responsibility of the vendor to assure that an authorized MSBSD employee accepts receipt of each delivery. Credit shall be given to the MSBSD for unusable products.
- N. Receipt and Acceptance
The MSBSD reserves the right to receive products from the contractor and examine such products to verify that the specifications and quality are as bid. If there are no exceptions, the invoice will be processed for payment. If there is an exception, the supplier will be notified and a determination whether to reject or accept the product will be forthcoming. The contractor will be responsible for merchandise that is rejected. Damaged or inferior merchandise, for which the contractor is responsible, will be replaced within a reasonable time at no cost to the MSBSD.
- O. The MSBSD may, at their discretion, receive pallets as is or request individual case count before acceptance.
- P. All shipments shall be packaged to safeguard the property from damage. Further, all orders **shall be palletized and wrapped/banded if shipment warrants**. The pallets must be in like-new (undamaged) condition.
- Q. It is the responsibility of the vendor to ensure that all drop shipments from any and all manufacturers, distributors, etc., are clearly marked with the appropriate marking as indicated in Section (J) above.
- R. Any shipments delivered in a van/container must be clearly marked with the appropriate MSBSD purchase order number, palletized and wrapped/banded. Also, material must be stacked with not less than one (1) foot of space between the top of the cartons and the ceiling of the van/container.
- S. Vendor may become ineligible for future bids unless all items are delivered within the specified time. Extenuating circumstances will be given consideration in all terms listed above.



10. SCHEDULED ORDERING

- A. If the Bidder elects to specify a minimum order quantity, it shall be so stated in the bid. **The MSBSD may consider the minimum order quantity in the evaluation of bids and elect to accept or reject, whichever is in the best interest of the MSBSD.**
- B. The items described herein must be available and delivered within the guidelines set forth in this bid packet.
- C. If the total quantity ordered cannot be delivered, a partial delivery must be authorized **in advance** by the MSBSD contract administrator. If a partial delivery is authorized, satisfactory arrangements must be made for delivery of the remaining order.

11. INVOICING AND PAYMENT

- A. Original invoices for all items furnished under this contract shall be sent to the following address:
Matanuska-Susitna Borough School District
Nutrition Services Department
690 Cope Industrial Way
Palmer, AK 99645
- B. Payment will be made upon receipt of products and Nutrition Services' actual inspection and acceptance of items ordered.
- C. Purchase order numbers shall appear on all invoices.
- D. The MSBSD is not subject to sales tax.

12. WARRANTY

By signature to this Invitation to Bid the bidder agrees to the following:

- A. All food products purchased will be of the best quality available and must meet the highest standard of the trade. Contractor/Seller guarantees to answer personally for all food products supplied to the MSBSD and shall undertake to correct workmanship or other defects in food products found by the MSBSD.
- B. Contractor/Seller will promptly remove any food products that the MSBSD designates as nonconforming or defective.
- C. Contractor/Seller will promptly replace defective food products so as to avoid disrupting MSBSD schedule.

13. PERFORMANCE GUARANTEE

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

14. SANITATION AND INSPECTION OF FOODS

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



- B. Foods received, stored, issued or sold will be handled in a food safe and sanitary manner. All food products will be protected from sun, water, heat, dust, insects, rodents, and other external contaminants. Produce must arrive in a temperature-controlled environment. This is to ensure products are not damaged as a result of temperature abuse.
- C. All foods delivered must be labeled with production date and best before date on packaging. An explanation of the date code system is mandatory.
- D. **The successful bidders must provide a current recall plan for the MSBSD in the event of a product being discontinued for any food safety reason.**

15. RELATIONS WITH VENDORS

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

16. CONTRACT TERM

The term of any contract resulting from this solicitation shall be for a one (1) year period beginning July 1, 2025. The MSBSD reserves the right to renew the contract for four (4) additional one (1) year terms, upon mutual written agreement between the MSBSD and the contractor. The MSBSD may exercise this option by giving written notice to the contractor prior to the expiration of the then-existing term, if it is found to be in the MSBSD's best interest.

17. CONTRACT MANAGEMENT

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



ATTACHMENT B:
SPECIAL CONDITIONS FOR SUPPLY BIDS

1. GENERAL INFORMATION

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

2. AWARD OF LINE ITEMS

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

3. BRAND

- A. Bidders must bid on the brand names and numbers as specified. Brand names and manufacturer numbers furnished are the identification of the type of product and quality required. Unless explicitly stated otherwise, no other brands will be accepted.
- B. All bidders must indicate the manufacturer's brand name and item number of the item bid in the appropriate column of the bid form (do not use "as specified" in responding to this requirement). Bids that do not show the information listed above may be disqualified. The MSBSD reserves the right to decide what is an acceptable equal to any product in this bid.
- C. All products supplied from resulting contracts must be original, new, and the brand and product ID number originally bid. The product shall be readily identifiable as the brand and product ID number bid and shall be packaged in standard manufacturer's cartons, containers, and packages whenever possible. Unlabeled products are not acceptable.

4. QUANTITIES

- A. The quantities listed herein are estimates only and are not intended to commit the MSBSD to purchase any specific quantity. In the event the MSBSD requirements do not result in the request for the full amount described herein, such occurrence shall not constitute the basis for price adjustments under this bid or any contract.
- B. Bidders must state in their bids any change of quantities or unit of issue, due to manufacturer's unit pack, that they are bidding. In the event a bidder does not specify the quantities and/or unit pack, the MSBSD will assume the bidder is bidding the quantity as specified in the bid and shall require delivery of the quantities specified.
- C. The MSBSD reserves the right to add related items to the contract at any time during the period of the contract. Any items that may need to be added to this price request shall exhibit similar mark-up percentage as all other existing/awarded products on the price request.

5. DELIVERY

- A. The School District requires delivery within fifteen (15) days ARO (after receipt of order).
- B. No deliveries will be accepted outside of the established delivery window without 24 hours prior notice to assure District personnel will be available for District personnel is available for unloading. Call (907) 861-5126 or (907) 861-5109 for delivery.



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

6. PRICING

- A. The quantities When unit prices are requested, unit prices will prevail. In the event an error exists in the extension, or total, the unit price shall prevail.
- B. Prices should be stated in units of quantity specified with packing included.
- C. When practicable, orders shall be made by the pallet. However, not all products and/or quantities may be ordered at one time.
- D. Bids shall be F.O.B. Palmer, Alaska.

7. CONTRACT PRICE CHANGES AND ADJUSTMENTS

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

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

8. REBATES

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

9. CASH DISCOUNTS

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



ATTACHMENT C: BID FORM

PRODUCE

Item No.	Est Qty	Unit	Item Description		Price per Unit		Extended Price
1	1100	CS	APPLES, FRESH 125 ea per case	Unit Price:		/ea	\$0.00
				Brand: Product ID#: Pack Size: Shelf Life: Delivery Time:			
2	850	CS	BANANAS, FRESH 80-100 ea per case	Unit Price:		/ea	\$0.00
				Brand: Product ID#: Pack Size: Shelf Life: Delivery Time:			
3	950	CS	BROCCOLI, FLORETS, FRESH 3lb 4 bags per case	Unit Price:		/ea	\$0.00
				Brand: Product ID#: Pack Size: Shelf Life: Delivery Time:			
4	1500	CS	CARROT, PEELED, BABY, FRESH 6/5lb bags	Unit Price:		/ea	\$0.00
				Brand: Product ID#: Pack Size: Shelf Life: Delivery Time:			
5	1500	CS	CARROT, PEELED, BABY, FRESH, ALASKAN GROWN 6/5lb bags	Unit Price:		/ea	\$0.00
				Farm: Product ID#: Pack Size: Shelf Life: Delivery Time:			
6	1200	CS	CELERY STICKS, FRESH 5lb 4 bags per case	Unit Price:		/ea	\$0.00
				Brand: Product ID#: Pack Size: Shelf Life: Delivery Time:			
7	300	CS	CUCUMBERS, WHOLE, FRESH 25lb 37 ea per case	Unit Price:		/ea	\$0.00
				Brand: Product ID#: Pack Size: Shelf Life: Delivery Time:			
8	300	CS	CUCUMBERS, WHOLE, FRESH, ALASKAN GROWN 2lb 8 bags per case	Unit Price:		/ea	\$0.00
				Farm: Product ID#: Pack Size: Shelf Life: Delivery Time:			

9	750	CS	GRAPES, RED, FRESH 2lb 8 bags per case	Unit Price: Brand: Product ID#: Pack Size: Shelf Life: Delivery Time:		/ea	\$0.00	
10	950	BAG	LETTUCE, PETITE ARCADIAN, FRESH 3lb bag	Unit Price: Brand: Product ID#: Pack Size: Shelf Life: Delivery Time:		/ea	\$0.00	
11	75	CS	LETTUCE, ROMAINE, FRESH 24 heads per case	Unit Price: Brand: Product ID#: Pack Size: Shelf Life: Delivery Time:		/ea	\$0.00	
12	1200	CS	ORANGES, FRESH 88 ea per case	Unit Price: Brand: Product ID#: Pack Size: Shelf Life: Delivery Time:		/ea	\$0.00	
13	500	CS	SNAP PEAS, FRESH 160oz per case	Unit Price: Brand: Product ID#: Pack Size: Shelf Life: Delivery Time:		/ea	\$0.00	
14	275		SWEET PEPPERS, MINI, FRESH 1lb bags, 12 bags per case or similar	Unit Price: Brand: Product ID#: Pack Size: Shelf Life: Delivery Time:		/ea	\$0.00	
15	75	CS	TOMATO, CHERRY, FRESH Pint 12 pints per case	Unit Price: Brand: Product ID#: Pack Size: Shelf Life: Delivery Time:		/ea	\$0.00	
16	150	CS	TOMATO, GRAPE, FRESH 20lb per case	Unit Price: Brand: Product ID#: Pack Size: Shelf Life: Delivery Time:		/ea	\$0.00	
17	75	CS	TOMATO, WHOLE, 5X6, FRESH 25lb 70 ea per case	Unit Price: Brand: Product ID#: Pack Size: Shelf Life: Delivery Time:		/ea	\$0.00	
Total Extended Price for Produce:								\$0.00

APPENDIX 1:
ADDENDUM ACKNOWLEDGEMENT

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

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

Addendum No.	Receipt Acknowledged (Signature)	Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
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_____	_____	_____
_____	_____	_____



APPENDIX 2:
NON-COLLUSION CERTIFICATE

The bidder certifies that:

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

Signature

Printed Name

Title

Business Name

Date



APPENDIX 3:
INSURANCE REQUIREMENT FOR CONTRACTORS

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

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

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

The Policies of insurance required shall include the following:

1. WORKERS' COMPENSATION INSURANCE:

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

2. COMMERCIAL GENERAL LIABILITY INSURANCE:

The contractors and subcontractors shall procure and maintain during the life of this agreement, Commercial General Liability insurance on an occurrence form with limits of liability not less than \$1,000,000 per occurrence bodily injury and property damage, \$1,000,000 personal and advertising injury, and \$2,000,000 aggregate. Coverage shall include the following extensions: A) Contractual Liability; B) Premises/Operations; C) Products/Completed Operations; and D) shall be endorsed to include Sexual Abuse and Molestation Liability.

3. EXCESS LIABILITY:

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

4. ADDITIONAL INSURED:

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

5. BUSINESS AUTOMOBILE / MOTOR VEHICLE LIABILITY:

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

6. INDEMNIFICATION AND HOLD HARMLESS:

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

7. CANCELLATION NOTICE:

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



8. WAIVER OF SUBROGATION:

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

9. CERTIFICATES OF INSURANCE:

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

10. CONTINUATION OF COVERAGE:

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

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



**APPENDIX 4:
VENDOR PAPERWORK**

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

Please check one: New Vendor Application Vendor Update/Change

Vendor Legal Name EIN or SSN

Operating Name (DBA)

Vendor Mailing Address

City, State, Zip Code

Vendor Remit-To Address

City, State, Zip Code

Vendor Contact Name

Contact E-mail Address Phone #

Vendor Website URL Fax #

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

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

Do you accept Purchase Orders (POs)? Yes No

How to you prefer to receive POs? Mail Email Fax

What is your preferred method of payment? EFT Check

Do you provide services to the public? Yes No

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

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

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

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

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

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

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

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



APPENDIX 6:
SUSPENSION AND DEBARMENT CERTIFICATION

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

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

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

Organization Name

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

Signature(s)

Date



APPENDIX 7:
CLEAN AIR AND WATER CERTIFICATION:

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

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

1. Clean Air Act

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

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

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

2. Federal Water Pollution Control Act

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

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

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

Organization Name

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

Signature(s)

Date



APPENDIX 8:
CERTIFICATION REGARDING LOBBYING/DISCLOSURE OF LOBBYING ACTIVITIES

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

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

Organization Name

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

Signature(s)

Date



APPENDIX 9
CONFIDENTIAL COST BREAKDOWN FORM

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

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

Bid Item	Product Description	Product Unit Cost	Freight Index (%)	Profit	Total Unit Cost
	EXAMPLE Oranges, Fresh 88 ea per case	\$1.00	15% (\$.15)	\$.10	\$1.25
1	Apples, Fresh 125 ea case				
2	Bananas, Fresh 80-100 ea per case				
3	Broccoli, Florets, Fresh 3lb, 4 bags per case				
4	Carrot, Peeled, Baby, Fresh 6/5 lb bags				
5	Carrot, Peeled, Baby, Fresh, Alaskan Grown 6/5 lb bags				
6	Celery Sticks, Fresh 5 lb, 4 bags per case				
7	Cucumbers, Whole, Fresh 25 lb, 37 ea per case				
8	Cucumbers, Whole, Fresh, Alaskan Grown 25 lb, 37 ea per case				
9	Grapes, Red, Fresh 2 lb, 8 bags per case				
10	Lettuce, Petite Arcadian, Fresh 3 lb bag				
11	Lettuce, Romain, Fresh 24 heads per case				
12	Oranges, Fresh 88 ea per case				
13	Snap Peas, Fresh 1 lb bags, 12 bags per case or similar				
14	Sweet Peppers, Mini Fresh 1 lb bags, 12 bags per case or similar				
15	Tomato, Cherry, Fresh Pint, 12 pints per case				
16	Tomato, Whole, 5x6, Fresh 26 lb, 70 ea per case				
17	Tomato, Grape, Fresh 20 lb per case				

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



Date: _____ Vendor: _____

Bidder Signature: _____

Printed Name: _____ Title: _____

For use by MSBSD only:

Approved by:

Signature

Date





United States Department of Agriculture

Marketing and
Regulatory
Programs

Agricultural
Marketing
Service

Specialty
Crops
Program

Commodity Specification for Fresh Vegetables

May 2019

Non-Discrimination Policy: In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

**Commodity Specification for Fresh Vegetables
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GENERAL

U.S. Standards

Fresh vegetables (product/commodity) produced under this Commodity Specification must meet the requirements specified in the applicable United States Standards for Grades of Fresh Vegetables (U.S. Standards) or Commercial Item Description (CID) effective on the date of the Solicitation/Invitation for Bid (IFB). The U.S. Standards and CIDs are published separately and are incorporated herein and made a part of this Commodity Specification.

Exceptions to U.S. Standards

Additional exceptions may be specified in the applicable Solicitation/IFB. Any exceptions contained in the applicable Solicitation/IFB shall have precedence over the requirements contained herein, for that Solicitation/IFB only.

Product Origin

1. Commodities delivered pursuant to this Commodity Specification shall have originated from crops that have been 100 percent grown, processed, and packed in the United States, its territories or possessions, the Commonwealth of Puerto Rico, or the Trust Territories of the Pacific Islands, (hereinafter referred to as the United States). See the Master Solicitation.
2. If the contractor handles any commodity originating from sources other than the United States, the contractor must have a written plan to segregate the commodity. This segregation plan will include an identification and record system for all commodities to ensure they are completely segregated and cannot be used to fulfill purchase orders awarded by USDA. Such segregation plan must be made available, within 10 days of purchase order award, to representatives of the Agricultural Marketing Service (AMS).
3. The contractor must maintain positive written documentation records evidencing 100 percent domestic origin to the grower level. Contractors must also ensure that the documentation provided by any subcontractors demonstrates the same level of traceability. The burden of proof of compliance is on the contractor.

Documentation may include load or warehouse storage receipts for raw product (i.e., bin tags), product blend (formulation) records, product coding explanations, finished product warehousing records, shipping or payment records, or other documentation or evidence that clearly establishes the product's domestic origin.

4. Contractors must provide the domestic origin certification and supporting documentation records to representatives of the AMS Fruit and Vegetable Program, Specialty Crops Inspection (SCI) Division (USDA Inspector) when requesting inspection service. USDA Inspectors will select and review at least one code for each purchase order to determine compliance with the Agency's domestic origin requirements.

5. Such records must be available for review by the Government in accordance with FAR 52.214-26. In the event of an audit, AMS auditors will examine as many codes as is necessary to verify compliance.
6. Self-certifications by contractors and subcontractors will not be accepted.
7. Failure to observe this requirement may lead to suspension or debarment, purchase order termination, and penalties at Title 18, Section 1001 of the U.S. Code concerning falsification of information.

Kosher Products

Occasionally, USDA solicits offers to sell KOSHER products. Such products are identified on the solicitation with the letter “K” incorporated into the WBSCM material descriptions. These products shall comply with applicable dietary (kosher) laws as established by the “613 Council of Kashruth.” Manufacturing plants shall be certified for compliance with the aforementioned requirement by contacting the Board of Jewish Education of Greater New York (BJENY) at 646-472-5366. At no cost to the vendor, a rabbinic supervisor will be sent to certify compliance of the manufacturing plant with the dietary (kosher) laws. Vendors must not bid on these purchase units unless they can be properly certified.

For other products, when commercial Kosher certification is requested in the solicitation, products must bear one of the Kosher certification symbols illustrated in Exhibit 1.

Packing Season

All fresh vegetables must be from the current packing season/crop year, unless otherwise specified in the applicable Solicitation/IFB.

LABELS AND PACKAGING

Primary Containers (Cartons, Crates, RPCs, Bags, Sacks)

1. Vendors have the option to use commercial labeling and packaging which meets all applicable FDA requirements and contains a code which allows traceability of the product in the event of a recall or they may use non-commercial packaging and labeling as specified in the Master Solicitation.
 - a. All products shall be packed in new, good, clean primary containers so constructed as to ensure acceptance by common carrier or other carrier for safe storage and transportation for domestic shipment.
 - b. If a specific variety, size, and/or color are required per the solicitation, that variety, size, and/or color shall also be listed on the primary container.

2. Secondary Containers (Bags)

- a. Vendors shall use commercially acceptable secondary containers which meet all applicable FDA requirements and contain a code which allows traceability of the product in the event of a recall.
- b. In addition to any commercial markings, each secondary container shall show the grower or shipper name(s) and address. If a specific variety, size, and/or color are required per the solicitation, that variety, size, and/or color shall also be listed on the secondary container.
- c. Two or more different commercial labels will not be acceptable within a shipping unit (truck load).

PALLETIZATION REQUIREMENTS

Pallets

Products must be on 48 X 40-inch, non-reversible, flush stringer, and partial four-way entry. New pallets must be good quality wood. Used pallets must be No.1 hardwood or its equivalent in new softwood. **Broken or damaged pallets are unacceptable.** If pallet exchange is desired, the contractor shall arrange for pallet exchange with consignees. USDA is in no way responsible for arrangement of pallet exchange.

Unitization

Each delivery unit of canned fruit must be unitized. Shipping cases must be stacked and secured from top to bottom, so that each container and layer of containers becomes an integral part of the pallet. Either stretch wrapping with plastic film or “lock ‘n pop” is acceptable. The palletized product must be loaded in the conveyance in such a way that will prevent shifting and damage to the containers of product.

Shipment and Delivery

Quantity Tolerance

Contractor will be allowed a tolerance on the final delivery of plus or minus 50 cases of each product, from each shipping point in the purchase order.

Prerequisites

1. All vendors and/or suppliers providing fresh vegetables shall undergo a good agricultural practices and good handling practices audit of their operations. The audit must be conducted by the USDA, AMS, Specialty Crops Program, SCI Division or licensed Federal-State auditors providing services under a cooperative agreement with USDA oversight. The audit conducted may be either the USDA Good Agricultural Practices & Good Handling Practices (GAP&GHP) audit, the Produce GAPs Harmonized Food Safety Audit, or the Tomato Audit Protocol audit, whichever is

applicable to the commodity being purchased.

2. The audit must cover all parts of the operation which are applicable to the commodity being purchased. For example, a tomato purchase would require an audit of the fields, packing house, and storage facilities.
3. A copy of the three acceptable audit standards is available on the USDA website at www.ams.usda.gov/gapghp, or from your local USDA or Federal-State inspection office. A listing of USDA and Federal-State inspection offices are also available on the website listed above.

INDIVIDUAL COMMODITY SPECIFICATIONS

All inspection to be performed at destination unless otherwise specified in the applicable Solicitation/IFB. It is the contractor's responsibility to arrange for the inspection.

Corn (Husked)

1. Grade - U.S. No. 1, Husked.
2. Cartons – packing shall be at least fairly tight or fairly well filled.
3. Size – 4 inch minimum unless otherwise specified; Per Pallet – 80
4. Net weight – 24 pounds; Gross weight – 26 pounds.
5. Top ice is required on all shipments.
6. Refrigerated shipment at 34° to 36° F.

Onions

1. Grade – U.S. No. 1 or better (en route or at destination tolerances apply).
2. Size - Repacker/Prepacker (minimum diameter 1 ¾ inches and maximum diameter 3 inches) with at least 60 percent 2 inches or larger in diameter.
3. Onions in each offer unit ordered delivered by USDA shall contain product of not more than three (3) adjacent sizes. Each size shall be segregated in the shipment with a minimum of intermingling of the sizes. If shipment is by truck, the contractor shall note the location and count of each size in the truck (front, center and tail) on the shipping manifest.
4. Types of Pack - bags – **10/51b**. Mesh sacks to a shipping container.
5. Must be yellow or white color only.

Potatoes

1. Grade - U.S. No. 1.
2. Washed.
3. Pack Size Requirement –
 - a. 50 pounds cartons, size 100 or 110
 - b. 50-pound paper bags, size A except, 2 inch minimum or 4 ounce minimum and contain at least 40 percent which are 2 ½ inches in diameter or larger or 6 ounces in weight or more
 - c. 10/5-pound bags, size A except, 2 inch minimum or 4 ounce minimum and contain at least 40 percent which are 2 ½ inches in diameter or larger or 6 ounces in weight or more.
4. Packing shall be at least fairly tight or fairly well filled.
5. Types of varieties –

Container Size	Types of Varieties	Material Code
50-pound carton or bag	Russet	100340
10/5-pound bag	Russet	101017
10/5-pound bag	Round White Skin	101019
10/5-pound bag	Red Skin	110990
10/5-pound bag	As specified in the Solicitation/IFB. For possible variety types see below.	111151
50-pound carton	As specified in the Solicitation/IFB. For possible variety types see below.	111160

Types of varieties that may be specified in the Solicitation/IFB material code 111151 and 111160 are:

- a. Russet, Baking
- b. Round, White Skin
- c. Red Skin
- d. Yellow Flesh

Vendor must supply product and packaging type that is specified in the Solicitation/IFB and the individual line items.

6. The grade requirements referred herein are defined in the United States Standards for Grades of Potatoes, effective on the date of the Solicitation/IFB.

Sweet Potatoes

1. Grade – U.S. No.1
2. Washed
3. Pack Requirement – 40 lb. Carton

Tomatoes

1. Grade – U.S. Combination Grade, with at least 85% U.S. No. 1 Quality.
2. The tomatoes shall be 5x6 (Florida size). In instances where the tomatoes were not packed to an “official” size, a minimum diameter of 2 25/32 inches will be required.
3. A minimum of 80% of the tomatoes in the lot must be either Turning or Pink.

INSPECTION AND CHECK-LOADING

Requirements

1. Representatives of the AMS, Specialty Crops Program, SCI Division (USDA Inspector) must perform the inspection and check-loading (see the Master Solicitation). The cost of inspection, samples taken for inspection, mailing of review samples submitted for evaluation, and any chemical analysis required for testing shall be for the account of the Contractor.
2. USDA inspection of fresh vegetables must be performed at destination unless otherwise specified in the applicable Solicitation/IFB. The count (number) of packages shall be certified by Federal or Federal-State Inspection Service (see the Master Solicitation). The acceptability of the quality and packing of the product must be evidenced by certificates issued by the USDA Inspector.
3. Representative sample units will be graded according to the Regulations Governing Inspection and Certification of Fresh Vegetables and Related Products (7 C.F.R. part 51), and United States Standards for Condition of Food Containers (7 C.F.R. part 42.140), effective on the date of the Solicitation/IFB.

Procedures










The Contractor must give the USDA Inspector at least 72 hours advance notice when scheduling inspection service. Contractors are encouraged to submit requests for inspection in writing with verifiable receipt notice, such as fax log, to alleviate possible miscommunication.

FAILURE TO MEET SPECIFICATIONS

Any lot which fails applicable specifications prescribed herein will be rejected as not acceptable for delivery. If any lot of fresh vegetables fails to meet the product or packaging requirement, the Contractor may request in writing that USDA accept delivery of the lot. USDA may at its option, accept delivery, provided that the purchase price is the purchase order price less a discount, to be determined by the Contracting Officer.

EXHIBITS

Exhibit 1 - Symbols for Kosher Products

 http://oukosher.org/	 http://trianglek.org/	 http://www.ok.org/
 http://www.skskosher.com/	 http://www.kof-k.org/	 http://www.cor.ca/
 http://www.star-k.org/default.htm	 http://scrollk.org/	 http://www.kosher.org/

Matanuska-Susitna Borough School District Elementary School Calendar 2025-2026

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	WD	9
10	PL	PL	PL	SO	15	16
17	18	19	20	KG	22	23
24	25	26	27	28	29	30
31						

SEPTEMBER						
	H	2	3	4	5	6
7	8	9	10	11	12	13
14	AK	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

OCTOBER						
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5	6	7	8	9	10	11
12	13	14	15	16	Q1	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

NOVEMBER						
						1
2	PC	4	5	6	7	8
9	PL	V	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	H	H	29
30						

DECEMBER						
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7	8	9	10	11	12	13
14	15	16	17	Q2	WD	20
21	V	V	V	H	V	27
28	V	V	V			

August

8	Work Day for Teachers (WD)*
11-13	Professional Learning Day (PL)*
14	School Opens for 1-12 (SO)
21	First Day for Kindergarten and PK (KG)

September

1	Labor Day Holiday (H)*
15	AK Reads Act Day (AK)*

October

17	Quarter 1 Ends (45 Days)
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November

3	Parent Conference Day (PC)*
10	Professional Learning Day (PL)*
11	Veterans Day (V)*
27-28	Thanksgiving Holiday (H)*

December

18	Quarter 2 Ends (39 Days)
19	Work Day for Teachers (WD)*
25	Christmas Holiday (H)*
22-31	Winter Vacation (V)*

January

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

February

9	Parent Conference Day (PC)*
16	Parent Conference Day (PC)*

March

5	Quarter 3 Ends (41 Days)
6	Work Day for Teachers (WD)*
9-13	Spring Vacation (V)*

May

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

*Indicates no school for students

S	M	T	W	T	F	S
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JANUARY						
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FEBRUARY						
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15	PC	17	18	19	20	21
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MARCH						
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29	30	31				

APRIL						
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MAY						
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17	18	19	SC	WD	SN	23
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31						

JUNE						
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28	29	30				

Matanuska-Susitna Borough School District Secondary School Calendar 2025-2026

S	M	T	W	T	F	S
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JULY						
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AUGUST							
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SEPTEMBER							
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OCTOBER							
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NOVEMBER							
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DECEMBER							
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14	15	16	17	Q2	WD	20	
21	V	V	V	H	V	27	
28	V	V	V				

August

8	Work Day for Teachers (WD)*
11-13	Professional Learning Day (PL)*
14	School Opens for 1-12 (SO)
21	First Day for Kindergarten and PK (KG)

September

1	Labor Day Holiday (H)*
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October

17	Quarter 1 Ends (46 Days)
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November

3	Parent Conference Day (PC)*
10	Professional Learning Day (PL)*
11	Veterans Day (V)*
27-28	Thanksgiving Holiday (H)*

December

18	Quarter 2 Ends (39 Days)
19	Work Day for Teachers (WD)*
25	Christmas Holiday (H)*
22-31	Winter Vacation (V)*

January

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

February

16	Parent Conference Day (PC)*
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March

5	Quarter 3 Ends (42 Days)
6	Work Day for Teachers (WD)*
9-13	Spring Vacation (V)*

May

20	School Closes/Quarter 4 Ends (48 Days)
21	Work Day for Teachers (WD)*
22	Snow Day Makeup if needed (SN)

*Indicates no school for students

S	M	T	W	T	F	S
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JANUARY						
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18	H	20	21	22	23	24
25	26	27	28	29	30	31

FEBRUARY							
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22	23	24	25	26	27	28	

MARCH							
				Q3	WD	7	
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29	30	31					

APRIL							
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MAY								
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17	18	19	SC	WD	SN	23		
24	H	26	27	28	29	30		
31								

JUNE							
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