



FAIRBANKS NORTH STAR BOROUGH SCHOOL DISTRICT

520 Fifth Ave. Fairbanks, AK 99701 ☎ (907) 452-2000 ✉ purchasing@k12northstar.org

REQUEST FOR QUALIFICATIONS FOR PREQUALIFIED FRESH PRODUCE VENDOR POOL

Solicitation No: 27-R0003

Greetings:

You are invited to submit your Responses for:

FRESH PRODUCE AND FFVP REQUIREMENTS FOR NUTRITION SERVICES

A pre-submission conference will be held at the Purchasing Office at 10:00 AM (Alaska Time) on 06/10/2026.

To attend virtually via zoom, please follow the below link:

<https://k12northstar-org.zoom.us/j/89465279397?pwd=9v1qD1briZCQun2yfbMzl6Z2BJ8l9o.1>

Meeting ID: 894 6527 9397

Passcode: 229880

Responses will be accepted until 4:00 PM (Alaska Time) on 06/25/2026.

This solicitation consists of the sections listed in the table of contents which will be part of any resulting contract.

FAXED RESPONSES ARE NOT ACCEPTABLE. Responses shall be submitted on the Vendor Response and Qualification Forms provided in Section IV. This will be completed in accordance with the instructions provided herein and signed by an officer authorized to bind the company.

Sincerely,

Kiran Gibbs

Sr. Purchasing Agent

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SECTION I - INSTRUCTIONS TO VENDORS

1. AUTHORITY

This solicitation is issued pursuant to Fairbanks North Star Borough School District Board Policy and Administrative Regulation.

2. PURPOSE

The Fairbanks North Star Borough School District (FNSBSD) seeks to establish a pool of qualified vendors capable of supplying fresh produce and Fresh Fruit and Vegetable Program (FFVP) items for Nutrition Services operations.

The purpose of this solicitation is to:

- a) Establish master terms and conditions governing future produce purchases;
- b) Prequalify responsible vendors capable of meeting District requirements;
- c) Establish an approved vendor pool eligible to participate in recurring monthly pricing requests;
- d) Ensure compliance with USDA Child Nutrition Program requirements; and
- e) Establish delivery, food safety, quality assurance, and service expectations.

This solicitation does not guarantee any minimum purchase volume or award. Pricing for produce requirements will generally be solicited monthly from approved vendors throughout the contract term.

3. SOLICITATION REVIEW

Vendors shall carefully review this solicitation for ambiguities. Vendor's comments concerning ambiguities in this solicitation must be made in writing and received by the Buyer at least four (4) business days before the due date. Such comments will allow time for an amendment to be issued, if one is required. Vendors should send any such comments to the Buyer listed on the front of this solicitation. Vendor's protests based upon any omissions, errors, or the content of this solicitation will be disallowed if not made known prior to the solicitation deadline.

Any attempt to make additions, deletions, or corrections to the solicitation document(s), or change or qualify a material condition of the solicitation may be construed as a lack of "Good Faith" and may be cause for forfeiture of a bid bond and/or rejection of the submission.

4. INTERPRETATION OR REPRESENTATIONS

The FNSB School District assumes no responsibility for any interpretation or representations made by any of its officers or agents unless interpretations or representations are incorporated in a written amendment to this solicitation. No oral interpretation will be made to any Vendor as to the meaning of this solicitation or any part thereof. Every request for such interpretation shall be made in writing to the Buyer. Oral explanations or instructions given before the award of the contract will not be binding. Every interpretation made to a vendor will be in the form of an amendment to this solicitation, but it shall be the vendor's responsibility to make inquiry as to the amendments issued. All amendments shall become part of the contract and all vendors shall acknowledge receipt of the amendments. Failure to acknowledge receipt of the amendment may be cause for rejection of submissions as non-responsive.

5. PRE-SUBMISSION CONFERENCE

Pre-submission conferences are held to give Vendors an opportunity to address deficiencies, defective specifications, and other concerns contained in the solicitation document. The purpose is to question unclear aspects of the solicitation documents, seek clarity regarding contractual obligations, and identify and resolve issues that have the potential to cause delays or generate an award protest based on defective or ambiguous specifications. Unless defective specifications are brought to the FNSB School District's attention at the pre-submission conference, or as stated in the "Solicitation Review" clause, above, the terms of this solicitation shall be deemed agreeable, and protests or appeals of award based on alleged defective specifications will not be favorably considered.

6. CONFLICTING TERMS

In the event that the Special Terms and Conditions (Section III) conflict with the Conditions of Purchase (Section II) or the Instructions to Vendors (Section I), the Special Terms and Conditions shall take precedence over Sections I and II of this solicitation.

7. SOLICITATION FORMS

Vendors shall submit the Vendor response and Qualification Forms provided in Section IV. The submissions shall be signed by an agent authorized to bind the company submitting the response. All alterations/corrections of the response shall be initiated by the signer of the response.

8. MINIMUM RESPONSIVE REQUIREMENTS

To be considered responsive for inclusion in the approved vendor pool, vendors must:

- a. Submit all required forms and certifications identified in this solicitation;
- b. Demonstrate the operational capability to provide fresh produce and/or FFVP products;
- c. Demonstrate the ability to comply with delivery, food safety, sanitation, and recall requirements;
- d. Demonstrate the ability to communicate effectively regarding shortages, substitutions, and delivery schedules;
- e. Possess all applicable licenses and permits required to conduct business in the State of Alaska; and
- f. Agree to comply with all material terms and conditions of this solicitation.

Failure to satisfy the minimum responsiveness requirements may result in rejection of the vendor's submission.

9. REQUIRED VENDOR SUBMISSION DOCUMENTS

To be considered responsive and eligible for inclusion in the approved vendor pool, vendors shall submit the following:

- a. Completed Vendor Response and Qualification Form;
- b. Vendor contact information and designated contract administrator;
- c. Description of company experience providing fresh produce and/or institutional food service products;
- d. Description of delivery capabilities, including available delivery schedules and geographic service area;
- e. Description of product sourcing capabilities, including domestic sourcing and Alaska Grown availability where applicable;
- f. Documentation of applicable business licenses, permits, and certifications;
- g. Evidence of required insurance coverage or ability to obtain required coverage upon award;
- h. References for comparable institutional, government, school district, or food service accounts;
- i. Completed Vendor Certification Form; and
- j. Any additional information requested by the District to evaluate vendor responsibility and capability.

Failure to provide required submission materials may result in determination that the submission is non-responsive.

10. RESPONSE SUBMISSION METHODS

Responses must be received prior to the deadline (date & time).

- a. Mailed or hand delivered responses must be submitted in an envelope, marked and addressed as shown below. Envelopes shall be clearly identified with the solicitation number and vendor name. Responses received after the established deadline may be rejected as non-responsive.

| Vendor's Return Address
XXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXX

FNSB School District
Purchasing Department
1300 Minnie St.
Fairbanks, Alaska 99701-2809

Solicitation No: (insert the Solicitation number on your envelope)

| Opening Date: (insert the opening date on your envelope)

- b. Neither the Fairbanks North Star Borough School District nor its officers or employees shall be responsible for responses that are improperly addressed, mislabeled, incomplete or delivered to an incorrect location.
- c. The FNSB School District Purchasing Department is located at 520 5th Ave, Fairbanks, Alaska, 99701; and is open for business from 8:00 a.m. to 12:00 noon and 1:00 p.m. to 4:30 p.m., Monday through Friday. Acceptance of Special Delivery mail is not available Saturday, Sunday or holidays. The ultimate responsibility for the delivery of the submission document lies with the Vendor. The FNSB School District shall not be responsible for delays caused by postal services, couriers, or other methods of delivery.
- d. Vendors are encouraged to mail return responses sufficiently in advance of the submission deadline to allow for delivery delays. Responses submitted close to the deadline should be transmitted using a reliable delivery service or electronic submission method. This recommendation does not alter the District's disposition of late responses.
- e. Responses may be submitted electronically by email to purchasing@k12northstar.org or through the District's electronic procurement platform, Public Purchase (<https://www.publicpurchase.com>). Vendors are responsible for ensuring electronic submissions are complete, properly identified, and received prior to the submission deadline. Late, corrupted, incomplete, or improperly submitted electronic responses may be rejected.

11. LATE RESPONSES

Responses received after the exact date and time specified for opening shall not be considered, and shall be held unopened by the FNSB School District until after the award of the contract. The FNSB School District reserves the right, at its discretion, to consider responses which have been delayed or mishandled by the FNSB School District.

12. SPECIFICATIONS

The specifications contained herein reflect items that have been purchased in the past or of known quality and are acceptable to the FNSB School District. If the item specifications indicate "or equal" or "approved equal", Vendors may offer other than the specified item if the item offered is equal to that specified in general style, type, quality, workmanship, economy of operation, performance, characteristics, and suitability for the purpose intended. Vendors must identify the brand name offered, provide descriptive literature, and be prepared to provide the District with samples within ten (10) days upon request if called for during evaluation. Descriptive literature provided must be of sufficient scope so as to allow the FNSB School District to make an intelligent determination as to the suitability of the product offered for the FNSB School District's needs. Failure to provide adequate descriptive literature may be cause to declare the submission non-responsive and reject the submission.

The FNSB School District retains the sole right to determine if a product offered is, in fact, equal to that specified in this RFQ. If there is any doubt as to the suitability of a product offered on an equal basis, the product will be rejected in favor of an offer to provide the specified product. The vendor warrants the alternate product to be equal or better than the specified item in quality, workmanship, economy of operation, performance, and characteristics; and is suitable for the purpose intended. If the item specifications indicate "no substitute" or "only", offers for only the specified item will be considered. All items provided as a result of this solicitation shall be new, manufacturer warranties shall survive School District ownership and the vendor shall honor such warranties.

13. ALTERNATE RESPONSES

Alternate responses will not be accepted unless specifically requested.

14. WITHDRAWAL, MODIFICATION, OR CORRECTION OF RESPONSES

Responses may be modified, corrected, or withdrawn on written, or telegraphic requests if received prior to the time set for response opening. Responses may not be modified, corrected or withdrawn verbally. The vendor bears the same responsibility for delivery of response modifications, corrections or withdrawals as for the original document. All modifications, corrections, or requests for withdrawals must be clearly marked as such. The original submission, as modified by such written communication will be considered as the offer. No vendor will be permitted to withdraw their responses after the time set for opening responses.

Any attempt to make additions, deletions, corrections, or withdrawals after the submission opening may be construed as a lack of "Good Faith" and may be cause for forfeiture of a bid bond and/or rejection of the submission.

15. VENDOR TAX ID NUMBER

If goods or services procured through this solicitation must be included on a Miscellaneous Tax Statement, as described in the Internal Revenue Code, a valid tax identification number must be provided to the FNSB School District before payment will be made.

16. ACCEPTANCE OR REJECTION OF RESPONSES

- a. The FNSB School District may cancel the solicitation if such cancellation is in the best interest of the FNSB School District.
- b. A submission may be rejected when (1) the submission is not signed, (2) the vendor has failed to perform under some other contract with the FNSB School District, (3) the vendor fails to supply bid or performance bonds, plans, specifications, samples, descriptive literature, etc., when such item is called for in this solicitation, (4) the submission fails to include acknowledgment of all amendments issued, (5) the submission contains an alteration or erasure which is not initialed by the signer, (6) the vendor adds, changes, or qualifies a material term or condition of the solicitation.
- c. The FNSB School District has the authority to waive any and all minor deviations or irregularities on any or all responses.
- d. The School District reserves the right to reject all offers and procure the specified supplies or services from contracts let by other government agencies.

17. AWARD OF CONTRACT

The District may approve multiple vendors determined to be responsive and responsible under this solicitation. Approval to the vendor pool establishes eligibility to participate in future monthly pricing requests but does not guarantee award of any purchase order or minimum purchase quantity.

Monthly pricing requests may be issued throughout the contract term. Awards for monthly purchases may be made by item, lot, group, or aggregate basis to the lowest responsive and responsible vendor meeting the specifications, delivery requirements, and quality standards established by the District.

Evaluation of vendor submissions may include, but is not limited to, the following factors:

- a) Vendor experience and demonstrated capability supplying fresh produce and FFVP products;
- b) Ability to meet delivery schedules and service requirements;
- c) Product quality standards and sourcing capabilities;
- d) Food safety, sanitation, and recall procedures;
- e) Responsiveness and communication capabilities;
- f) Past performance with the District or similar entities;
- g) Financial stability and operational capacity; and
- h) Compliance with solicitation requirements and submission completeness.

The District reserves the right to request clarifications, additional documentation or interviews prior to the approval of the vendor pool. Approval to the vendor pool will be based upon the District's determination that

the vendor is responsive, responsible, and capable of meeting the operational, delivery, food safety, and service requirements of this solicitation. The District is not required to utilize a numerical scoring methodology in evaluating vendor qualifications under this solicitation.

The District shall maintain documentation supporting its determination that approved vendors are responsive and responsible. Such documentation may include qualification review checklists, reference checks, notes of clarification discussions, correspondence, and other records relied upon in the evaluation process. Evaluation records shall be retained in accordance with applicable record retention requirements.

18. CONTRACT FUNDING

Award in part or in whole is contingent upon available funding.

19. QUALIFICATIONS OF VENDORS

At the option of the FNSB School District, and prior to Contract Award, a vendor may be requested to submit a detailed statement of their qualifications, including their previous experience in performing similar or comparable contracts, their business and technical organization, their financial resources and their equipment and plant available to be used in performing the contemplated contract. The FNSB School District shall have the right to take such steps as it deems necessary to determine the ability of the vendor to perform their obligations under the Contract and the vendor shall furnish the FNSB School District all such information and data for this purpose as may be requested. The right is reserved to reject any submission where an investigation of the available evidence or information does not satisfy the FNSB School District the vendor is qualified to carry out properly the terms of the Contract.

20. RESPONSIVE SUBMISSION

A responsive submission is one which conforms in all material respects to the solicitation. The FNSB School District reserves the right to waive technicalities or minor informalities in determining a vendor's responsiveness.

21. RESPONSIBLE VENDOR

A person who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

22. AGGRIEVED VENDORS

Any aggrieved Vendor may appeal the award of a contract to the School Board in writing, for those contracts requiring School Board action. The appeal must be received by the Director of Procurement prior to 12:00 noon on the day of the School Board meeting at which award of the contract is to be made. Appeals of contract awards not requiring School Board action must be submitted no later than close of business five (5) calendar days after the posting of the submission results at the Purchasing Office. The appeal must include the name of the person submitting the protest, the name of the Vendor represented by that person, the specific submission which is being appealed, a detailed statement of the legal and factual grounds for the appeal, including copies of supporting documents, and the form of relief requested. The aggrieved Vendor must serve all other Vendors with the notice of the appeal in order to afford them the opportunity to rebut. Failure to give written notice of the appeal as provided herein constitutes a waiver by the aggrieved Vendor's right of any objection to the award.

23. RESPONSE PREPARATION COSTS

The FNSB School District is not liable for any costs incurred by the vendor in the response preparation.

SECTION II - CONDITIONS OF PURCHASE

FNSB School District is hereinafter referred to as "Buyer". The following conditions apply to any Purchase Order issued by the Buyer as a result of this solicitation.

1. ACCEPTANCE

Acceptance is limited to the terms stated herein. Any additional or different terms and conditions proposed by the Seller are rejected unless expressly agreed to in writing by an authorized representative of the Buyer's Purchasing Department.

2. APPLICABLE LAW AND DISPUTES

Any dispute with respect to this Order shall be governed by the laws of Alaska and FNSB School Board Policies. Any appeal of an administrative order and any original action to enforce any provision of this agreement or to obtain any relief from remedy in connection with this agreement may be brought only in the Superior Court for the Fourth Judicial District of Alaska.

3. CONTINUING OBLIGATION OF SELLER

Notwithstanding the expiration date of a contract resulting from this Order, the Seller is obligated to fulfill their responsibilities until warranty, guarantee, maintenance, and parts availability requirements have completely expired.

4. ASSIGNMENT

This Order or any interest hereunder shall not be assigned or transferred by the Seller without the prior written consent of the Buyer. The Buyer shall not consent to any proposed assignment unless and until the Seller furnishes the Buyer with two (2) executed copies of the assignment.

5. CHANGES

The Buyer may, at any time, and from time to time by written order from the Buyer's Purchasing Department to the Seller, make changes in any one or more of the following: (a) method of shipment or packing; and (b) time and/or place of delivery; and (c) the quantity of items ordered. If such change causes an increase or decrease in the price of the Order or the time required to perform, an equitable adjustment shall be made and the Order modified in writing accordingly. Any claim by the Seller hereunder must be asserted in writing within fifteen (15) days from the date the change is ordered. Whether made pursuant to this clause or by mutual agreement, changes shall not be binding upon the Buyer, except when confirmed in writing by a member of the Buyer's Purchasing Department.

6. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

The Seller shall comply with all applicable Federal, State and Local laws and ordinances and all lawful orders, rules and regulations thereunder, including the applicable provisions of the Fair Labor Standards Act of 1938 as amended (29 U.S.C. Sec. 201-219) and the Occupational Safety and Health Act of 1970 and all regulations and standards and any amendments issued pursuant thereto. The seller shall secure and obtain any and all permits, licenses and consents as may be necessary in connection therewith. The Seller warrants that the items delivered shall comply with the foregoing. The Seller agrees to indemnify and hold harmless the Buyer from and against any and all liability or consequential damage, including but not limited to, any fines, penalties, or other corrective measures the School District may suffer resulting from any violation by the contractor of such laws, ordinances, rules, and regulations.

The Contractor and its employees shall refrain from the use of alcohol, drugs, marijuana, tobacco or nicotine, including any smoking, electronic cigarette, or vapor device while on School District property. Tobacco is defined as tobacco and nicotine in any form as well as nicotine delivery devices, such as, but not limited to, electronic cigarettes and vapor pens, but excludes nicotine replacement therapy products approved by the U.S. Food and Drug Administration for the purpose of smoking/nicotine cessation.

7. NON-DISCRIMINATION

The Fairbanks North Star Borough School District and all covered subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 29 CFR Part 741, Appendix A to Subpart A, 60-300.5(a) and 60-

741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

The Seller shall comply with the applicable provisions of the Federal Civil Rights Act of 1964 and all amendments thereto, and the Equal Employment Opportunity Act and all amendments thereto, FNSB School Board Policy, article 441, and all regulations issued thereunder by the Federal and State governments. If the contractor fails to comply with such acts and regulations, the School District shall have the right to immediately terminate this contract.

8. INDEMNITY & LIABILITY

Except for claims arising out of acts caused by the sole negligence of the Buyer, its agents, servants or employees, the Seller agrees to indemnify and hold harmless the School District, its agents, servants and employees, from acts or omissions of any nature whatsoever of the Seller, its agents, servants and employees, causing injury to, or death of person(s) or damage to property during the term of this contract, and from any expense incident to the defense of the School District therefrom. The Seller agrees to hold the FNSB School District harmless from and to defend it against, any and all claims arising from the purchase, installation, and/or use of the equipment, articles and/or materials which are the subject of this Order.

Contractor shall procure and maintain insurance in accordance with statutory requirements and per the limits enumerated hereunder, with an insurance company rated as Excellent or Superior by A.M. Best Company. Certificates of such insurance shall be filed with the Buyer before commencement of work.

- a. COMMERCIAL GENERAL LIABILITY; Limit: \$1,000,000.00, per occurrence.

ADDITIONAL INSURED: The FNSB & School District must be listed as an additional insured in the contractor's General Commercial Liability policy.

- b. AUTOMOBILE LIABILITY INSURANCE; Comprehensive automotive liability, Limit: \$1,000,000.00 combined single limit, for all owned, non-owned, and hired autos used in connection to delivery of goods or services.
 1. If the use of autos is material to the scope of work, e.g. delivery services; the limit in this section shall apply. If the use of autos is not material to the scope of work, they shall be insured at no less than the state's minimum limit. Vendors who do not use a motor vehicle for any business purpose, may sign an affidavit to that effect. Affidavit forms are available at the Purchasing Department or Risk Management office.
 2. If the limits in this section apply the automobile liability policy must cover: All Autos or All owned, non-owned and hired autos.
 3. Automobile liability insurance for scheduled autos only may or may not be acceptable.
 4. If the contractor submits insurance covering only scheduled autos, then
 - a. The insurance coverage must also include all non-owned autos
 - b. The contract must provide a copy of the scheduled vehicles, and
 - c. The contractor must assure the School District in writing that any additional vehicles are covered by liability insurance at the required limits before the vehicles are used for work under this agreement.

Certificates of Insurance shall be issued to:

Fairbanks North Star Borough and School District
ATTN: Risk Management
P.O. Box 71267
Fairbanks, AK 99707

9. DEFAULT

- a. The Buyer may terminate this Order in whole or in part by written, telegraphic, or FAX notice:
 - i. if the Seller shall become insolvent or make a general assignment for the benefit of creditors, or
 - ii. if a petition under any bankruptcy act or similar statute is filed by or against the Seller and is not vacated within ten (10) days after it is filed, or
 - iii. if the Seller fails to make delivery of the items or to perform the services within the time specified in this Order, or any increments thereof or extensions thereto, or
 - iv. if the Seller fails to perform any other obligations under this Order, or so fails to make progress, so as to endanger performance of this Order, or
 - v. if the Seller's financial condition shall become such as to endanger completion of performance.
- b. If the Buyer terminates this Order in whole or in part as provided in paragraph (9.1) of this clause, the Buyer may procure, upon such terms and in such manner as the Buyer may deem appropriate, items similar to those terminated, and the Seller shall be liable to the Buyer for any excess costs of such similar items; however, the Seller shall continue the performance of this Order to the extent not terminated,
- c. The rights and remedies of the Buyer provided in this clause shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Order.

10. DELAYS

The Seller shall not be liable for any delays in delivery caused by circumstances beyond its control including acts of God or of the public enemy, acts of the United States Government, fire, floods, epidemics, quarantine restrictions, strikes, or embargoes. When any delays in delivery will occur or are anticipated, the Seller shall immediately give notice thereof to the Buyer.

11. DELIVERY

The Buyer reserves the right to refuse late deliveries. Over shipment allowances, if authorized, will be applied to the entire Order. If the Buyer agrees to accept deliveries after the date of delivery has passed, the Buyer shall have the right to direct the Seller to make shipment to the delivery point set forth in this Order by the most expeditious means and the total cost of such expedited shipment and handling shall be borne by the Seller. Acceptance of late deliveries shall not be deemed a waiver of the Buyer's right to hold the Seller liable for any loss or damage resulting therefrom, nor shall it act as a modification of the Seller's obligation to make future deliveries in accordance with the delivery schedule.

12. INSPECTION AND ACCEPTANCE

- a. All items are subject to final inspection and acceptance after delivery at the Buyer's plant.
- b. If any items are defective in material or workmanship or otherwise not in conformity with the requirements of this Order, the Buyer shall have the right to require their correction or to require replacement.
- c. Final acceptance or rejection shall be made by the Buyer as promptly as practicable after delivery. If not rejected within ten (10) working days after delivery, items shall be deemed to have been accepted.
- d. Final acceptance shall be conclusive except with respect to latent defects, fraud or such gross mistakes as amount to fraud, or with respect to the Buyer's rights under the "Warranty" clause.

13. INVOICING AND PAYMENT

A separate invoice shall be issued for each shipment and shall include the Purchase Order number. Invoices shall not be issued prior to delivery of items. Payment shall not be made prior to receipt of items and a

properly issued invoice. Invoices shall include, at a minimum, the following information: Authorized PO#, date of invoice, unique invoice number, description of items, unit/extended price, and amount due.

Credit and discount periods will be computed from the date of receipt of the invoice to the date the Buyer's check is mailed. Payment will be made thirty (30) days after the latter of (1) receipt of goods, (2) receipt of proper billing for goods, and (3) receipt of all documents required by this Order. The FNSB School District will not pay state/local taxes, interest or late charges.

14. MODIFICATION OF ORDER

Monthly pricing requests, vendor responses, and any resulting releases, or purchases issued under a Blanket Purchase Order shall constitute the complete agreement for the applicable pricing period unless otherwise modified in writing by the District. The District may establish Blanket Purchase Orders with approved vendors. Monthly pricing awards may result in the release of funds, issuance of purchase authorizations, or placement of orders under the applicable Blanket Purchase Order for the awarded vendor(s).

15. NO WAIVER OF CONDITIONS

The Buyer's failure to insist upon strict compliance shall not be deemed to be a waiver of any right, and waiver of a right under this Order shall not constitute a waiver of any other right or waiver of any other default under this Order.

16. PACKING AND MARKING

The Seller shall be responsible for safe and adequate packing of the items which shall conform to the requirements of carriers' tariffs. The Seller shall separately mark all cases and packages with the appropriate Purchase Order number. An itemized packing slip, bearing the Purchase Order number shall be placed in each container. No extra charge shall be made for packaging or packing materials unless authority therefore is set forth in this Order.

17. SHIPPING INSTRUCTIONS

a. Purchase Orders issued as a result of this solicitation are for "prompt or immediate shipment" of the goods contained thereon. Unless otherwise specified, delivery will be made not later than 30 days after receipt of a Purchase Order. "Time is of the essence" for this contract and a resulting Purchase Order is subject to cancellation for failure to deliver on time.

b. FOB Point:

FNSBSD Nutrition Service Center
1305 Charles St.
Fairbanks, AK 99701

c. Sub-Arctic Climate

Vendors are advised that Fairbanks is located in a sub-arctic climate zone and should plan shipments of any product subject to freezing and subsequent damage by a heated means of conveyance. Shipments are subject to below freezing temperatures from September through April. Vendors shall be responsible for all the damage resulting from improper transportation conditions.

d. The Buyer's Purchase Order number must appear on all invoices, packing lists, packages, shipping notices, and correspondence. Memorandum of contents shall be enclosed in each box or package.

e. All shipments of hazardous material must be accompanied by Material Safety Data Sheets in accordance with applicable laws.

18. TAXES

The School District is exempt from Federal, State, and Local taxes. A certificate of tax exemption will be provided to the Seller on request.

19. TITLE AND RISK OF LOSS

The Seller shall retain title to and risk of loss or damage to all items to be delivered hereunder until final acceptance by the Buyer at the Buyer's plant.

20. WARRANTY

The Seller warrants that the items, at time of delivery, shall conform to the Seller's specifications, the requirements of this Order, approved sample or samples, if any, and are free from defects in design, material and workmanship. Unless otherwise stated herein, warranty shall remain in effect for a minimum one (1) year period after delivery. At the Buyer's option, the Seller shall promptly either repair or replace defective items after receipt of the Buyer's written notice of a defect. Transportation charges for the return and redelivery of defective items shall be borne by the Seller. All implied warranties recognized by the Uniform Commercial Code apply to this Order and the Seller shall not issue any disclaimer to the UCC. Unless otherwise stated herein, all items shall be new, and standard manufacturers warranties shall survive School District ownership and the Seller shall honor such warranties.

21. TERMINATION FOR CONVENIENCE

The School District may terminate a contract, in whole or in part, without showing cause upon giving written notice to the Contractor. The School District shall pay all reasonable costs incurred by the Contractor up to the date of termination. The Contractor will not be reimbursed for any anticipatory profits which have not been earned up to the date of termination.

22. TERMINATION CONTINGENCY

If the Buyer terminates this Contract in whole or in part under the "Default", "Termination for Convenience", "Price Escalation/de-escalation" clauses, or any other reason authorized by the School Board Procurement Policy or contained herein, the Buyer may cover by procurement of items or services similar to those terminated, upon such terms and in such a manner as the Buyer may deem appropriate.

SECTION III - SPECIAL TERMS AND CONDITIONS

1. APPROVED VENDOR POOL

The District intends to establish a pool of approved vendors for the supply of fresh produce and Fresh Fruit and Vegetable Program (FFVP) products. Vendors determined to be responsive, responsible, and capable of meeting the requirements of this solicitation may be approved for inclusion in the vendor pool. Approval to the vendor pool does not constitute a guarantee of award, purchase volume, exclusivity, or participation in any specific pricing request. Approved vendors may be invited to participate in recurring market pricing requests issued by the District during the contract term.

Recurring market pricing requests shall generally be administered by the FNSBSD Nutrition Services Department. Approved vendors may be requested to submit pricing for monthly, multi-month, seasonal, or other pricing periods as determined by the District. Pricing requests shall be issued in accordance with the instructions, specifications, delivery schedules, and deadlines identified in each request.

The District reserves the right to reopen the vendor pool, solicit additional vendors, or approve additional qualified vendors during the contract term when determined to be in the best interest of the District.

Tabulations of pricing responses may be made available in accordance with applicable District procurement procedures and public records requirements.

2. MONTHLY PRICING REQUESTS

During the contract term, the District may solicit monthly market pricing from approved vendors for specific fresh produce and FFVP items based on estimated usage requirements. Orders and monthly pricing requests shall be issued only by authorized District personnel. A sample Monthly Market Pricing Request Form is

attached to this solicitation as Appendix (1). The District reserves the right to modify future monthly pricing request forms, item listings, estimated quantities, and specifications based upon operational needs.

Monthly pricing requests shall be distributed simultaneously to all approved vendors and may include:

- a) Item;
- b) Required Pack size;
- c) Order quantity;
- d) Delivery date;
- e) Space to provide vendor's information such as vendor, contact name, contact number;
- f) Date the price request form is sent;
- g) Due date and time;
- h) Space for additional information for the vendor to provide (if any)

Pricing submitted in response to monthly requests shall include all applicable freight, delivery, handling, packaging, and related charges unless otherwise specified. Prices shall be exclusive of applicable federal, state, and local taxes. Pricing submitted in response to a monthly pricing request shall remain firm for the period identified in the pricing request. The District shall receive the benefit of any general reduction in market pricing occurring prior to delivery and shall not be charged higher prices than similarly situated customers purchasing comparable quantities under substantially similar conditions.

Pricing responses shall be submitted in the format and by the deadline identified in the monthly pricing request. Award for each monthly pricing cycle may be made on aggregate basis to the lowest responsive and responsible vendor meeting specifications, quality standards, delivery requirements, and the best interests of the District.

Purchases resulting from pricing requests shall be made under the blanket purchase order established for the selected vendor. Pricing responses do not create a separate contract. Products purchased as a result of a pricing request shall be acquired under the terms and conditions of this solicitation and the applicable blanket purchase order.

The District reserves the right to:

- a. Reject any pricing submission;
- b. Procure products from alternate sources when necessary to maintain uninterrupted Nutrition Services operations;
- c. Request clarification, supporting documentation, or product information from vendors; and
- d. Make no award for any monthly pricing cycle when determined to be in the best interest of the District.

3. QUANTITIES

The quantities specified on the Bid Form or Price Request Form are the Buyer's estimated requirements for the month and may vary, more or less, from the quantities actually purchased. The Buyer does not guarantee to purchase any item on the Bid Form or Price Request Form or to purchase the estimated quantities. The Buyer shall not be liable for the Seller's inventories maintained in anticipation of Buyer orders.

4. NO GUARANTEE OF WORK

The District makes no guarantee regarding the quantity or value of purchases under any resulting agreement. Purchases shall be made only as required by District operations and subject to available funding.

5. CONTRACT PERIOD

The resulting agreement shall establish a standing produce supply arrangement for a term of one year beginning July 01, 2026 or upon execution. The District reserves the right to reopen the vendor pool, solicit additional vendors, and approve additional qualified vendors at any time during the contract term to maintain competition, ensure adequate vendor participation, and meet operational needs. Prior to expiration, the District may issue a new solicitation, reopen the vendor pool, or otherwise take necessary action to maintain adequate competition and vendor participation. Approved Vendors shall provide pricing in response to the monthly pricing requests issued by the District. The District may extend the agreement for up to four (4)

additional one (1) year terms when determined to be in the best interest of the District and consistent with applicable procurement requirements.

6. PRODUCT QUALITY REQUIREMENTS

- a) Product shelf life shall not be less than five (5) to seven (7) days from the date of delivery.
- b) Products shall be labeled with a “produced on,” “pack,” or “pull date” where applicable.
- c) All products furnished under this agreement shall be of merchantable quality, fresh, clean, and suitable for institutional food service use.

7. DOMESTIC SOURCING REQUIREMENTS

To the maximum extent practicable, only domestic agricultural commodities and products shall be supplied in accordance with USDA Child Nutrition Program requirements. Any products sourced from outside the United States must be clearly identified by the vendor prior to delivery and approved by the District.

8. PRODUCT SUBSTITUTIONS

Substitutions shall not be made without prior approval from Nutrition Services.

Approved substitutions must:

- a) Meet or exceed original product quality;
- b) Match the specified pack size where possible;
- c) Meet USDA program requirements;
- d) Be provided at the awarded or quoted price unless otherwise approved.

Failure to obtain approval prior to substitution may result in rejection of product and/or removal from the approved vendor pool.

9. SANITATION REQUIREMENTS

All food products shall be handled, stored, packaged, and transported in a sanitary manner and in compliance with all applicable federal, state, and local food safety regulations. Glass containers are discouraged and may be rejected if determined to create safety or handling concerns within Nutrition Services operations. Delivery vehicles shall be clean, enclosed, and used in a manner that prevents contamination or damage to food products. Products showing evidence of spoilage, contamination, pest exposure, freezing damage, or temperature abuse may be rejected.

10. TEMPERATURE REQUIREMENTS

Produce requiring temperature control shall be maintained at appropriate safe temperatures during transport and delivery. A receiving temperature range of forty (40) to fifty (50) degrees Fahrenheit is preferred for produce products delivered to the District unless otherwise specified by product requirements. The District reserves the right to verify product temperatures upon receipt and reject products determined to be temperature abused.

11. RECALL PLAN REQUIREMENTS

Vendors shall maintain a current food recall plan and shall immediately notify the District of any product recall, withdrawal, contamination event, or food safety concern involving products supplied to the District. The vendor shall cooperate fully with all recall activities and shall bear all costs associated with purchase replacement, removal, and recovery of affected products. Vendors shall maintain sufficient product traceback

and lot tracking procedures to identify product origin, shipment history, and affected deliveries in the event of a recall or food safety investigation.

12. INSPECTION/REJECTION

All products are subject to inspection upon delivery.

The District reserves the right to reject products that:

- a) Fail to meet specifications;
- b) Are damaged;
- c) Are spoiled or contaminated;
- d) Exhibit temperature abuse;
- e) Are improperly labeled;
- f) Differ from approved products.

Rejected products shall be removed and replaced by the vendor at no additional cost to the District.

13. PERFORMANCE STANDARDS

The vendor shall maintain satisfactory performance throughout the contract term, including timely delivery, accurate order fulfillment, product quality, communication responsiveness, and compliance with all solicitation requirements. If the District must procure replacement products from another source due to vendor nonperformance, the vendor may be responsible for any additional costs incurred by the District. Repeated performance deficiencies may result in suspension or removal from the approved vendor pool.

14. DELIVERY

Deliveries shall be made in accordance with schedules established by Nutrition Services. Standard deliveries shall occur weekly unless otherwise authorized by the District. Deliveries shall be completed prior to the time designated by Nutrition Services staff. Partial deliveries are discouraged and must be approved in advance by the District. Vendors are advised that Fairbanks, Alaska is located within a sub-arctic climate zone. Products susceptible to freezing or temperature damage shall be transported using heated or otherwise temperature-controlled conveyance as necessary to prevent product damage.

15. FREIGHT CHARGES

Unless otherwise indicated all costs associated with shipping, packing, and delivery to the F.O.B Point must be incorporated into the unit prices quoted. If a separate freight charge is quoted when a separate space has not been provided and such charge cannot be readily incorporated into the unit price, the item, lot, or entire submission may be considered nonresponsive.

16. FEDERAL COMPLIANCE AND BUY AMERICAN REQUIREMENT

This procurement may be funded, in whole or in part, with Federal grant funds. As such, all applicable Federal laws, regulations, and requirements shall apply, including but not limited to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200).

Vendors shall comply with all Federal requirements associated with such funding, including domestic preference provisions (Buy American), where applicable.

As a condition of award, vendors are required to complete, sign, and submit the **Vendor Certification Form** (attached hereto and incorporated by reference). This certification affirms the vendor's agreement to comply with all applicable Federal provisions, including but not limited to domestic preference requirements for procurements under 2 CFR §200.322.

Failure to submit the completed certification form may render the submission non-responsive.

SECTION IV – VENDOR RESPONSE AND QUALIFICATION FORMS

The purpose of this section is to obtain information necessary for the Fairbanks North Star Borough School District (FNSBSD) to evaluate vendor qualifications, operational capabilities, compliance with solicitation requirements, and eligibility for inclusion in the approved vendor pool. Pricing submitted under this solicitation, if requested, is for evaluation and reference purposes only and does not establish fixed pricing for the contract term. Approved vendors may be invited to participate in recurring monthly market pricing requests during the contract period. Vendors shall complete and submit all applicable forms and supporting documentation contained in this Section IV.

A. VENDOR INFORMATION FORM

Legal Company Name: _____

DBA (if applicable): _____

Physical Address: _____

Mailing Address: _____

Primary Contact: _____

Title: _____

Phone Number: _____

Email Address: _____

Below listed contact will be responsible for receiving recurring pricing requests & submitting pricing responses on behalf of the Vendor.

Pricing Request Contact: _____

Title: _____

Phone Number: _____

Email Address: _____

Emergency/After-Hours Contact: _____

Phone Number: _____

Federal Tax ID Number: _____

Alaska Business License Number: _____

DUNS/UEI Number (if applicable): _____

Years in Business: _____

Type of Organization:

☐ Corporation

☐ Partnership

☐ Sole Proprietor

☐ LLC

☐ Other: _____

Does your company currently provide fresh produce to

☐ School Districts in Alaska

☐ Government Agencies

☐ Institutional Food Service

☐ Commercial Food Service

☐ Other: _____

B. VENDOR EXPERIENCE

Provide a brief description of your company's experience supplying fresh produce and/or FFVP products to institutional customers.

Include the following:

- 1) Years of produce distribution experience;
- 2) Experience with USDA Child Nutrition Programs;
- 3) Experience supplying school districts or governmental entities;
- 4) Geographic areas serviced;
- 5) Warehouse/distribution capabilities; and
- 6) Delivery fleet capabilities.

C. REFERENCES

Provide at least three (3) references for similar accounts.

1. Organization Name: _____

Contact Person: _____

Phone Number: _____

Email: _____

Services Provided: _____

2. Organization Name: _____

Contact Person: _____

Phone Number: _____

Email: _____

Services Provided: _____

3. Organization Name: _____

Contact Person: _____

Phone Number: _____

Email: _____

Services Provided: _____

D. DELIVERY & OPERATIONAL CAPABILITIES

Indicate your company's delivery capabilities:

Delivery Days Available:

- ☐ Monday
- ☐ Tuesday
- ☐ Wednesday
- ☐ Thursday
- ☐ Friday

Can your company provide emergency or short-notice (less than 2 weeks) deliveries?

- ☐ Yes
- ☐ No

Can your company deliver during winter/sub-arctic conditions?

- ☐ Yes
- ☐ No

Include the following:

- 1) Describe temperature-controlled transportation capabilities
- 2) Describe procedures used to prevent freezing or temperature damage during transport
- 3) Describe your substitution notification procedures
- 4) Describe your communication process regarding shortages or delayed deliveries:

E. PRODUCT SOURCING & FOOD SAFETY

Does your company maintain food safety and sanitation procedures?

☐ Yes

☐ No

Does your company maintain a product recall plan?

☐ Yes

☐ No

Can your company provide traceback documentation for produce products?

☐ Yes

☐ No

Does your company source domestic produce products in compliance with USDA Buy American requirements?

☐ Yes

☐ No

Does your company offer Alaska Grown products when seasonally available?

☐ Yes

☐ No

Include the following:

- 1) Describe your food safety, sanitation, and recall procedures;
- 2) Describe your sourcing capabilities for Alaska Grown products.

F. INSURANCE & COMPLIANCE ACKNOWLEDGEMENT

The undersigned vendor certifies that:

☐ Vendor can meet the insurance requirements identified in this solicitation;

☐ Vendor agrees to comply with all applicable federal, state, and local laws and regulations;

☐ Vendor agrees to comply with USDA Child Nutrition Program requirements, including Buy American provisions where applicable;

☐ Vendor has reviewed and agrees to the terms and conditions contained in this solicitation;

☐ Vendor understands that approval to the vendor pool does not guarantee award or purchase volume.

Authorized Representative Name: _____

Title: _____

Signature: _____

Date: _____



VENDOR CERTIFICATION

FEDERAL GRANT COMPLIANCE

These provisions apply to the procurement of goods and services using funds under a Federal grant or contract. Specific Federal laws, regulations, and requirements may apply in addition to those under state law; this includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (Code of Federal Regulations, sometimes referred to as the "Uniform Guidance"), Federal Acquisition Regulations "FAR," or Education Department General Administrative Regulations, "EDGAR". All Vendors desiring to contract with the District (buyer) must complete this Federal Grant Compliance Certification Form regarding their willingness and ability to comply with certain requirements which *may* apply to specific purchases using federal grant funds. These terms and conditions shall be inherently incorporated into all other agreements made between the buyer and seller.

RE: [Title 2 Grants and Agreements](#)

Part / Section

Subtitle A Office of Management and Budget Guidance for Grants and Agreements

1 – 299

Chapter II Office of Management and Budget Guidance

200 – 299

Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

For each of the items below, Vendor shall certify their agreement and ability to comply, where applicable, by having their authorized representative check the boxes 1-14, and sign the Signature Page.

1. Vendor Violation or Breach of Contract Terms:

Where applicable, for contracts for more than the [simplified acquisition threshold](#), contracts must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any Contract award will be subject to these General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order or District's ancillary contract; any bid or contract submitted by the Vendor must be consistent with and protect the District at least to the same extent as the FNSBSD Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity.

☐ YES, I agree.

☐ NO, I do not agree.

2. Termination for Cause or Convenience:

For any purchase or contract in excess of \$10,000 made using federal funds, the FNSBSD may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the FNSBSD shall only be required to pay Vendor for goods or services delivered prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the FNSBSD has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be affected and the basis for settlement, is included in the Cooperative member's Purchase Order or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.

☐ YES, I agree.

☐ NO, I do not agree.

3. Equal Employment Opportunity:

Where applicable, and except as otherwise provided under 41 CFR Part 60, all contracts shall include the equal opportunity clause provided under 41 CFR 60-1.4(b). The equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

☐ YES, I agree.

☐ NO, I do not agree.

4. Davis-Bacon & Anti-Kickback:

Where applicable, for all construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week. Current prevailing wage determinations issued by the Department of Labor are available at [Sam.gov](#). Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that, where applicable, it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

☐ YES, I agree.

☐ NO, I do not agree.

5. Contract Work Hours and Safety Standards:

Where applicable, for all purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

☐ YES, I agree.

☐ NO, I do not agree.

6. Copyright to Inventions Made Under a Contract or Agreement:

Where applicable, and if the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," copyrights, and any implementing regulations issued by the awarding agency. The buyer shall be granted access to any books, documents, papers, and records of the seller which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Sellers' records shall be retained for three (3) years after final payment.

☐ YES, I agree.

☐ NO, I do not agree.

7. Clean Air Act and Federal Water Pollution Control Act:

Where applicable, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

☐ YES, I agree.

☐ NO, I do not agree.

8. Debarment and Suspension:

A contract award or order must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235). SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the District all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

☐ YES, I agree.

☐ NO, I do not agree.

9. Anti-Lobbying Certification:

Vendor certifies that Federal appropriated funds have not and will not be used 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 USC 1352. Vendors must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

☐ YES, I agree.

☐ NO, I do not agree.

10. Procurement of Recovered Materials:

Where applicable, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act and shall provide such information and certifications as the District may require to confirm compliance. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000, procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

☐ YES, I agree.

☐ NO, I do not agree.

11. Domestic Preferences for Procurements:

Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to using federal funds. When required by the District, Vendor agrees to provide such information or certification as may reasonably be requested by the District regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

☐ YES, I agree.

☐ NO, I do not agree.

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain certain telecommunications and video surveillance services or equipment. To the extent applicable and when required by the District, Vendor agrees to provide such information or certification as may reasonably be requested by the District to confirm whether any telecommunications or video surveillance services or equipment provided by Vendor is covered equipment or covered services under 2 CFR §200.216.

☐ YES, I agree.

☐ NO, I do not agree.

13. Profit as a Separate Element of Price:

For purchases using federal funds in excess of the Simplified Acquisition Threshold, the District may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by the District, Vendor agrees to provide information and negotiate with the District regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the District shall not exceed the awarded pricing, including any applicable discount, under Cooperative Contracts.

☐ YES, I agree.

☐ NO, I do not agree.

14. General Compliance and Cooperation:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from the District, it shall make a good faith effort to work with the District to provide such information and to satisfy such requirements as may apply to a particular purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

☐ YES, I agree.

☐ NO, I do not agree.

For the Supplier:

Authorized Signature: _____ Date: _____