

**BID # B17-05**

**MATANUSKA-SUSITNA BOROUGH  
SCHOOL DISTRICT  
PURCHASING DEPARTMENT  
PALMER , ALASKA**



BID AND CONTRACT DOCUMENTS

FOR

***PRODUCE FOR NUTRITION SERVICES***

**DUE DATE AND TIME: April 7, 2017 at 2:00 p.m.**

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**MATANUSKA-SUSITNA BOROUGH SCHOOL DISTRICT  
PURCHASING DEPARTMENT  
690 COPE INDUSTRIAL WAY  
PALMER, AK 99645  
(907) 861-5125 PHONE (907) 861-5184 FAX**

**ADVERTISEMENT**

VENDOR	DATE OF ADVERTISEMENT
Frontiersman	February 24 and 26, 2017
Alaska Dispatch News	February 22 and 24, 2017

**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  
INVITATION TO BID  
BID #B17-05  
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 purchase of Produce for Nutrition Services.

Bids are due on or before April 7, 2017 at 2:00 p.m., Palmer Alaska Time. Sealed bids must be submitted and received by the MSBSD Purchasing Department, 690 Cope Industrial Way, Palmer, AK 99645, on or before said date and time to be considered. All bids must be marked "Bid #B17-05". Bid documents can be viewed in the Purchasing section of the MSBSD web site at [www.matsuk12.us](http://www.matsuk12.us) and are also available at the Purchasing Department, 690 Cope Industrial Way, Palmer, AK 99645. For information call 907.861.5120.

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

2/21/17	Requested by: Diana Garner	Approved by: Beth Munson
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**MATANUSKA-SUSITNA BOROUGH SCHOOL DISTRICT  
PURCHASING DEPARTMENT  
690 COPE INDUSTRIAL WAY  
PALMER, AK 99645**

**PRODUCE FOR NUTRITION SERVICES  
BID # B17-05**

**INVITATION TO BID**  
THIS IS NOT AN ORDER

The Matanuska-Susitna Borough School District (MSBSD) is soliciting bids from qualified contractors to provide Produce for Nutrition Services as specified herein.

BIDS WILL BE ACCEPTED UNTIL: APRIL 7, 2017 @ 2:00 P.M.

QUESTIONS WILL BE ACCEPTED UNTIL: MARCH 17, 2017 @ 3:30 P.M.

**VENDOR 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

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

**PRODUCE FOR NUTRITION SERVICES  
BID #B17-05**

**INSTRUCTIONS TO BIDDERS**

**1. GENERAL INFORMATION**

The Matanuska-Susitna Borough School District (MSBSD) is soliciting bids from qualified contractors to provide Produce for Nutrition Services as specified in Attachment A, Scope of Services. Copies of the bid documents can be viewed in the Purchasing section of the MSBSD web site at [www.matsuk12.us](http://www.matsuk12.us), and can be obtained in the Purchasing Department, 690 Cope Industrial Way, Palmer, Alaska 99645, or by calling (907) 861-5120. Office hours are 8:00 a.m. - 4:00 p.m., Monday - Friday.

Bids must be fully executed and signed by each bidder and enclosed in a sealed envelope with the bidder's name, address and phone number clearly indicated. The outside of the envelope should also be clearly marked as per Section 7 of this Instructions to Bidders and submitted to the Matanuska-Susitna Borough School District Purchasing Department, 690 Cope Industrial Way, Palmer, Alaska 99645. Signed bids must be in the office of the Purchasing Department of the MSBSD on or before the date and time of the bid opening. **The MSBSD will not accept bids by facsimile machine or via e-mail.**

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

**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 bid, any and all attachments and the selected bidder's response and acceptance by the MSBSD. A contract may be issued upon award of this bid.

**3. EXAMINATION OF BID DOCUMENTS**

3.1 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.

3.2 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.

3.3 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. If material required for submittal purposes by these documents is absent, the bidder is required

to notify the Purchasing Department by fax at (907) 861-5184 or via e-mail to [msdpurchasing@matsuk12.us](mailto:msdpurchasing@matsuk12.us). Please reference the applicable bid number and title.

4. **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 proposal documents. Requests from bidders for interpretation or clarification of the proposal documents shall be made in writing to the Purchasing Department, by 3:30 p.m., Palmer Alaska Time, March 17, 2017. Any questions received after this date will not be answered. Questions should reference the applicable bid number and title and can be submitted by mail, fax or email to the following:

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

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

E-mail: [msdpurchasing@matsuk12.us](mailto:msdpurchasing@matsuk12.us)

All questions will be answered in writing by issuance of an addendum. Bidders shall not rely upon interpretations, corrections, and changes made in any other manner. No verbal or written information, which is obtained other than through this Invitation to Bid or its addenda, shall be binding on the MSBSD. No employee of the MSBSD is authorized to interpret any portions of this Invitation to Bid or give information as to the requirements of the bid documents in addition to that contained in or amended to this written Invitation to Bid document. 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 facsimile and U.S. mail. All addenda will also be posted in the Purchasing section of the MSBSD website at [www.matsuk12.us](http://www.matsuk12.us). **All addenda must be acknowledged in the space provided on Appendix 1 or the proposal may be deemed non-responsive.**

5. **PREPARATION AND SUBMISSION OF BIDS**

- 5.1 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 by the signature of the president, secretary, or other person authorized to bind in the matter. The full name and address of each person signing shall be typed or printed below the signature.
- 5.2 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 7 of this Instructions to Bidders.
- 5.3 Bids shall specify a price, typed or written in ink for each bid item called for. Bids may be rejected if they show any omissions, alteration of the forms, additions not called for, conditional or alternate bids not called for, qualified bids, or irregularities of any kind.

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

**6. SUBMITTAL REQUIREMENTS**

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

- 6.1 Invitation to Bid signature page signed by responsible party.
- 6.2 Bid Form, fully executed and signed.
- 6.3 Appendix 1, Addendum Acknowledgement, fully executed and signed.
- 6.4 Appendix 2, Non-Collusion Certificate, fully executed and signed.
- 6.5 Evidence of Insurance as required in the Invitation to Bid documents and Appendix 3.
- 6.6 Appendix 4, Vendor Paperwork, fully executed.
- 6.7 Appendix 5, Proposed Subcontractors and Suppliers List filled out (if applicable).
- 6.8 Copies of Alaska Business License and all other licenses, certificates or permits required by city, borough, state and federal law as applicable.

**7. BIDS**

- 7.1 Signed bids **MUST** be in the office of the Purchasing Department of the Matanuska-Susitna Borough School District on or before: 2:00 p.m., Palmer Alaska Time, April 7, 2017.
- 7.2 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 time of the scheduled bid opening. Bids **MUST** be in **SEALED** envelopes clearly marked as follows:

Bid Number: **BID #B17-05**  
Bid Title: **Produce for Nutrition Services**  
Due: **April 7, 2017 @ 2:00 p.m.**

- 7.3 Bidders are cautioned that mailed bids, which arrive after the time of the scheduled opening, will not be opened or considered. Bidders are further cautioned not to rely upon 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 scheduled time for the opening of bids.
- 7.4 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.
- 7.5 No verbal or written information, which is obtained other than through this Invitation to Bid or its addenda, shall be binding on the MSBSD. No employee or agent of the MSBSD is authorized to interpret any portion of this Invitation

to Bid or give information as to the requirements of the bid documents in addition to that contained in or amended to this written bid document.

- 7.6 The MSBSD will not accept bids via facsimile machine or e-mail.
- 7.7 The MSBSD reserves the right to make award within a 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.
- 7.8 The MSBSD reserves the right to accept or reject any or all bids, consider alternates, and further reserves the right to waive minor informalities in procedures.

**8. WITHDRAWAL FROM CONSIDERATION**

Bids may be withdrawn upon written request delivered to the MSBSD Purchasing Department prior to the time specified for submittal of bids. However, no bidder shall withdraw or cancel their bid for a period of ninety (90) days after said advertised closing time for the 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.

**9. AWARD OF CONTRACT**

- 9.1 The MSBSD will recommend award of a contract to the lowest responsive and responsible bidder. This bid will be awarded on the basis defined in Attachment A.
- 9.2 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:
  - 9.2.1 The ability, capacity, and skill of the bidder to perform the contract.
  - 9.2.2 Whether the bidder can perform the contract within the time specified without delay or interference.
  - 9.2.3 The character, integrity, reputation, judgment, experience, and efficiency of the bidder.
  - 9.2.4 The quality of performance by the bidder on previous contracts.
  - 9.2.5 Whether the contractor is in arrears on any existing contract with the MSBSD or is in litigation, arbitration, or other legal dispute with the MSBSD.
  - 9.2.6 Previous compliance by the bidder with laws and regulations relating to the contract.
  - 9.2.7 The number and scope of conditions attached to the bid.
  - 9.2.8 The number and scope of minor variations contained in the bid.
  - 9.2.9 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.
  - 9.2.10 The quality, availability, and adaptability of the supplier, equipment or contractual services to the particular use required.
  - 9.2.11 Whether the bidder is prepared to furnish supplies, equipment, or contractual services which meet the specifications of the MSBSD.
- 9.3 Prior to determining the lowest responsive and responsible bidder, the MSBSD reserves the right to negotiate with bidders when such an approach is in the best interests of the MSBSD.



- 9.4 The MSBSD may reject all responsive bids if, in its judgment, the bids are too costly.
- 9.5 The MSBSD reserves the right to reject any and all bids and to waive any minor informalities and/or irregularities in submittal of a bid or award of the agreement and to request clarification of information from any bidder. The MSBSD is not obligated to enter into a contract on the basis of any bid or proposal submitted in response to the Invitation to Bid.
- 9.6 The MSBSD reserves the right to make award within a 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.

**10. AVAILABILITY OF FUNDS**

- 10.1 The MSBSD reserves the right, at its sole discretion, to cancel this Invitation to Bid or any part thereof, at any time, prior to the award of contracts issued under this Invitation to Bid.
- 10.2 Awards are contingent upon the appropriation of MSBSD budget funds.

**11. REQUEST FOR ADDITIONAL INFORMATION**

- 11.1 Prior to the final selection, bidders may be required to submit additional information, which the MSBSD may deem necessary to further evaluate the bids.
- 11.2 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.

**12. 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 bid tabulation sheet shall be open to public inspection as soon as practicable after the Notice of Intent to Award has been issued.

**13. PROTEST OF AWARD**

The MSBSD has a process in place for any apparent unsuccessful bidder to submit a written protest.

- 13.1 An apparently unsuccessful bidder may request a review of the bid award within ten (10) days of the Purchasing Department's Notice of Intent to Award.
- 13.2 The request for review must be made in writing and should be delivered to the same location as the original bid.
- 13.3 Upon receipt of the request for review, the Purchasing Department shall schedule a conference to include the apparent successful bidder, the bidder filing the protest, the Assistant Superintendent of Business and Operations as

well as a representative of the Purchasing Department. At such time the bidder making protest can express his concerns with said award.

- 13.4 Following the conference, the Assistant Superintendent of Business and Operations will send the district's decision on proper bid award to all involved parties.
- 13.5 The involved parties will be notified of the next School Board meeting, at which time the bid award will be considered.
- 13.6 All protested bid awards will be made following final determination of the School Board.

**14. CONTRACT**

- 14.1 The contract between the MSBSD and the bidder shall consist of (1) the Invitation to Bid and any attachments and/or amendments thereto, (2) the bid submitted by the contractor 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.
- 14.2 The MSBSD reserves the right to clarify any contractual relationship in writing with the concurrence of the bidder. Such written clarification shall govern in case of conflict with the applicable requirements stated in the Invitation to Bid or the bidder's bid. In all other matters not affected by the written clarification, if any, the Invitation to Bid shall govern.
- 14.3 The MSBSD will recommend award of a contract to the lowest responsive and responsible bidder.

**15. 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 the agreement, may be grounds for termination.

- 15.1 The duties required under this subsection shall survive the termination or expiration of this agreement.

**It is highly recommended that 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.**

**16. LICENSES**

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

16.1 State of Alaska:

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

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

**17. 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 contractor within thirty (30) calendar days after the MSBSD receives and approves a written request for payment or invoice from the contractor. The contractor's request for payment or invoice may be submitted to the Matanuska-Susitna Borough School District, Attn: Nutrition Services Department, 690 Cope Industrial Way, Palmer, AK 99645.

**18. FEDERAL EXCISE TAXES**

The MSBSD is exempt from Federal Excise Taxes. Exemption Certificate will be furnished when required.

**19. 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.

**20. INDEMNIFICATION**

20.1 Any and all employees of the bidder and other persons, while engaged in the performance of any work or services required by the bidder under this agreement, shall not be considered employees of the MSBSD.

20.2 Any and all claims that might arise under the Worker's Compensation Act on behalf of the bidder 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 persons as a result of any act or failure to act shall be the bidder's sole obligation and the bidder shall indemnify the MSBSD and hold it harmless from any liability for any act or failure to act on the part of the bidder.

20.3 The bidder shall indemnify, defend, hold and save the MSBSD, its elected and appointed officers, agents and employees, harmless from liability of any nature or kind, including costs, expenses, and attorney fees for or on account of any and all legal actions or claims of any character resulting from injuries, death, economic loss, damages, violations of constitutions, statutes, ordinances, regulations, and other laws or any other kind of loss sustained by any person or property arising from the bidder's, or bidder's attorneys', partners', officers', agents', employees', assigns' and subcontractors' performance of this agreement in any way whatsoever.

**21. PROTECTION OF EQUIPMENT AND PROPERTY**

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

**22. BIDDER'S PERSONNEL REQUIREMENTS**

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

**23. 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 contractor 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 contractor agrees to post in conspicuous place, available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause.

**24. DRUG, TOBACCO, AND ALCOHOL-FREE WORKPLACE**

The selected bidder agrees to comply with the "Drug, Tobacco and Alcohol-Free Workplace" as stated in the MSBSD School Board Policy, BP 4020. 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."

**25. CODE OF ETHICS**

25.1 The selected bidder shall comply with the MSBSD Code of Ethics as stated in the MSBSD School Board Policy, BP 4119.21.

25.2 The selected bidder shall comply with the MSBSD Restrictions on Sex Offenders on Campus as stated in the MSBSD School Board Policy, BP 3515.7. 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."

25.3 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.

**26. 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.

**27. COMPLIANCE**

27.1 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.

27.2 General Conditions

27.2.1 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.

27.2.2 Governing Laws

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

27.2.3 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 effect the performance of the agreement and all applicable MSBSD policies, rules and procedures.

27.2.4 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.

**28. CONFLICT OF INTEREST**

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

28.2 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.

28.2.1 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.

**29. ASSIGNMENTS AND SUBCONTRACTORS**

29.1 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.

- 29.2 Subcontractors may be used to perform work under the contract resulting from this Invitation to Bid. If a bidder intends to use subcontractors, the bidder must identify, in its bid response, the name of the subcontractors, the specific tasks and portions of the work the subcontractors will perform, and the qualifications of the subcontractor. All subcontractors will be bound by the terms and conditions of the bid and any resulting contract. Copies of any agreements or contracts that have been entered into between the bidder and proposed subcontractors must be included with the bid response.
- 29.3 The bidder shall ensure that any prospective subcontractors are appropriately licensed, insured and bonded and of sufficient high quality to meet all of the requirements of this 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 request notice by the MSBSD:
- 29.3.1 The complete name and address of the subcontractor;
  - 29.3.2 The type of work the subcontractor will perform;
  - 29.3.3 The percentage of work the subcontractor will perform;
  - 29.3.4 Evidence, as required in the bid, of the subcontractor's Alaska Business License and Insurance; and
  - 29.3.5 Written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by contract.

**30. TERMINATION FOR CAUSE**

- 30.1 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 thirty (30) days before the effective date of such termination. However, if the district determines that the continuation of this agreement constitutes an imminent threat to the health and safety of its students and staff, this agreement may be terminated by the district effective immediately.
- 30.2 In the event it becomes necessary to cancel this agreement awarded as a result of this bid, regardless of the circumstances or time remaining on the contract, the contractor will be responsible for any and all expenses incurred by the MSBSD. These expenses can include, but not be limited to, cost of locating interim services, cost of re-issuing a bid, and any additional cost to the MSBSD by the new contractor greater than the current contract.
- 30.4 The contractor 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 17 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.

**31. TERMINATION FOR CONVENIENCE OF THE MSBSD**

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

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

**32. FAILURE OF FUNDING**

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

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

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

**PRODUCE FOR NUTRITION SERVICES  
BID #B17-05**

**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/Specifications Form.

**2. BACKGROUND**

**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 INFORMATION**

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.

- 3.1 Produce is to be sourced locally, to the extent possible. Produce shall be sourced from regional farmers when in season. Ability to provide locally-grown produce. For the purposes of this bid, locally-grown is defined as within a 1,000-mile radius of Palmer, AK. The MSBSD prefers locally grown products whenever possible and has a goal of procuring 25% of produce locally.
- 3.2 Provide the name and location of farms for all local produce purchased. For the purpose of this bid, "farm" is defined as the location where the produce is grown, not the address of a packing house or aggregation point. The MSBSD reserves the right to purchase seasonal produce from local farms direct should the awarded vendor be unable to do so as requested.
- 3.3 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".
- 3.4 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.
- 3.5 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.



- 3.6 All items must meet the nutritional requirements/serving size of the USDA Child Nutrition Program.
- 3.7 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 Service 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.
- 3.8 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. **SAMPLES**

- 4.1 **Any product considered by the Bidder to be equal to those products requested on this bid may be submitted for testing to the MSBSD Nutrition Services Department for use in future bids. Samples will not be tested for use in the 2017-2018 school year.** Each sample must be noted on the Sample List Form, Appendix 7, and the form included with each sample.
- 4.2 Samples will be evaluated by the MSBSD Nutrition Services Department and may be added to future bids.
- 4.3 Samples must be furnished to the MSBSD at no charge. Samples will not be returned.
- 4.4 Samples must come from a regular production run in a full, sealed case. One case is required for each sample submitted.
- 4.5 If a manufacturer or broker is supplying samples, list the manufacturer or broker and identify the samples they are supplying.
- 4.6 Each sample shall be completely identified (i.e. manufacturer's name and product ID number) in the same format as the products on the Specifications/Bid Form. Unidentified samples will not be considered. Product Nutritional Analysis Sheet, Appendix 8, is required for all samples.
- 4.7 Samples submitted directly by the manufacturers shall require the manufacturers to identify the samples as specified above.
- 4.8 A detailed explanation of the decoding procedure for dating product (i.e. expiration date) should accompany the sample and Product Nutritional Analysis Sheet, Appendix 8.
- 4.9 Samples shall be shipped or delivered to:

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

- 4.10 Coordinate sample delivery and testing for the MSBSD through the contract administrator.
- 4.11 Approved products that undergo a formulation change are no longer considered "approved" and must be tested. It is up to the manufacturer and broker to keep the MSBSD up to date.

5. **QUANTITIES**

- 5.1 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.
- 5.2 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.
- 5.3 **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.

6. **ORDERING PROCEDURES**

Orders will be placed with the vendor(s) by authorized Nutrition Services employees.

7. **SCHEDULED ORDERING**

- 7.1 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 and elect to accept or reject, whichever is in the best interest of the MSBSD.**
- 7.2 The items described herein must be available and delivered within the guidelines set forth in this bid packet.
- 7.3 If the total quantity ordered cannot be delivered, a partial delivery must be authorized **in advance** by the contract administrator. If a partial delivery is authorized, satisfactory arrangements must be made for delivery of the remaining order.

8. **INVOICING AND PAYMENT**

- 8.1 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

- 8.2 Payment will be made upon receipt of products and Nutrition Services' actual inspection and acceptance of items ordered.
- 8.3 Purchase order numbers shall appear on all invoices.
- 8.4 The MSBSD is not subject to sales tax.

**9. WARRANTY**

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

- 9.1 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.
- 9.2 Contractor/Seller will promptly remove any food products that the MSBSD designates as nonconforming or defective.
- 9.3 Contractor/Seller will promptly replace defective food products so as to avoid disrupting MSBSD schedule.

**10. 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.

**11. SANITATION AND INSPECTION OF FOODS**

- 11.1 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.
- 11.2 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. A temperature of fifty (50) to seventy (70) degrees Fahrenheit is mandatory for all food staples received into the MSBSD Nutrition Services warehouse. This is to ensure products are not damaged as a result of temperature abuse.
- 11.3 If bidding on items that are wrapped with an oven-useable wrap, bidders must submit with their bid a Material Safety Data Sheet (MSDS) for each such item.
- 11.4 All foods delivered must be labeled with production date and best before date on packaging. An explanation of the date code system is mandatory.
- 11.5 **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.**

**12. CONTRACT TERM**

The term of any contract resulting from this solicitation shall be for a one (1) year period beginning July 1, 2017. The MSBSD reserves the right to renew the contract

for two (2) 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.

**13. 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.

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

**PRODUCE FOR NUTRITION SERVICES  
BID #B17-05**

**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 the Specifications/Bid Form.

**3. BRAND**

3.1 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.

3.2 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**

4.1 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.

4.2 **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.

4.3 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**

- 5.1 The MSBSD orders 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.**
- 5.2 Requests for monthly deliveries will be placed thirty (30) days in advance of shipment by the MSBSD.
- 5.3 Time of proposed delivery may be a factor considered in the awarding of bids.
- 5.4 Deliveries shall be F.O.B. Destination: Palmer, Alaska.
- 5.5 Deliveries shall be coordinated with the contract administrator. **Delivery hours are 7:00 a.m. to 1:00 p.m. Monday through Friday.**
- 5.6 **No deliveries will be accepted by the MSBSD on Thursdays from 9:00 a.m. to 10:30 a.m.**
- 5.7 No deliveries will be accepted by the MSBSD during the following vacation days and holidays:

Independence Day – July 4, 2017  
Labor Day – September 4, 2017  
Thanksgiving – November 23-24, 2017  
Winter Vacation – December 25, 2017 - January 5, 2018  
Martin Luther King, Jr. – January 15, 2018  
Spring Vacation – March 12-16, 2018  
Memorial Day – May 28, 2018

- 5.8 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

Shipper's Name \_\_\_\_\_

Purchase Order Number \_\_\_\_\_

Carton # \_\_\_\_\_ of \_\_\_\_\_

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

5.9 **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.

- 5.10 The MSBSD may, at their discretion, receive pallets as is or request individual case count before acceptance.
- 5.11 All shipments shall be packaged to safeguard the products from damage. Further, all orders **shall be palletized and wrapped/banded if shipment warrants**. The pallets must be in like-new (undamaged) condition.
- 5.12 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 5.8 above.
- 5.13 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.
- 5.14 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**

- 6.1 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. **Bids shall be F.O.B. Palmer, Alaska.**
- 6.2 Prices should be stated in units of quantity specified with packing included.
- 6.3 When practicable, orders shall be made by the pallet. However, not all products and/or quantities may be ordered at one time.
- 6.4 **Prices shall be good for the term of the contract except as specified in Section 7.**

## 7. **PRICE ESCALATION/DE-ESCALATION**

Prices submitted in response to this bid solicitation must be firm for one (1) year. The seller may pass on to the MSBSD verifiable increases or decreases in its suppliers' prices every July 1<sup>st</sup> thereafter for the life of the contract. All price changes must be reported by the submission of written notification and the seller must be prepared to provide the MSBSD documentary evidence to support any price changes. Once an order has been placed, the seller shall not increase the prices on that order.

- 7.1 The MSBSD reserves the right to terminate this contract, in whole or in part, without prejudice if the seller increases prices.
- 7.2 The MSBSD reserves the right to terminate this contract, in whole or in part, if there is a reduction in price for an items in this contract in the general market and the seller's price does not reflect this reduction.
- 7.3 The MSBSD reserves the right, at its option, to audit the seller's financial records as they pertain to the administration of this clause.

8.

**REBATES**

If the manufacturer rebates are allowed or offered, they will be paid to the Matanuska-Susitna Borough School District.

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.



DUE: NLT 2:00 P.M., PALMER TIME  
 DATE: APRIL 7, 2017

MAT-SU SCHOOL DISTRICT  
 PURCHASING DEPARTMENT  
 PALMER, AK

BID # B17-05 PRODUCE  
 FOR NUTRITION SERVICES

ATTACHMENT C: SPECIFICATIONS/BID FORM

Item #	MSBSD Item #	Estimated Quantity	Pack	Size	Weight	Description	COMPLETE FOR EACH LINE WHERE PRODUCE IS GROWN WITHIN 1000 MILES OF PALMER,		Price Factor	Unit Cost	Case Cost	Extended Cost
							Local Farm Name & City Local Product Sourced From	% of Produce Procured from Listed Farm Per Year				
1	760300	1500	1	125 ct	40	APPLES, Red Delicious, US Extra Fancy			Fixed Price			
2		600	1	125 ct	40	APPLES, Fuji, WaxF			Fixed Price			
3	760809	500	1	70/80 ct	44	PEARS, D'Anjou, US No. 1, W&P			Fixed Price			
4	760330	300	1	88 ct	38	ORANGE, Valencia, Fcy			Fixed Price			
5	760810	300	1	25 lb bag	30	CARROTS, Jumbo, 25 lb.			Invoice			
6	650798	200	6	5 lb.	30	CARROTS, Baby Peeled, 6/5 lb.			Invoice			
7	650800	500	1	24 ct	40	LETTUCE, Iceberg Liner			Invoice			
8	760305	300	1	24 ct	40	LETTUCE, Romaine			Invoice			
9	760310	650	1	65/75 ct	25	PEPPER, Green Medium			Market			
10	760328	300	4	3 lb.	12	BROCCOLI, Florette			Market			
11	670326	400	4	3 lb.	12	CAULIFLOWER, Florette			Market			
12	650805	100	4	5 lb bag	20	CELERY, Stick, 4x1/4x3/4			Market			
13	590025	100	4	5 lb.	20	COLESLAW, W/Color			Market			
14	760313	200	4	2.5 lb.	10	SPINACH, Stemless, N&D			Market			

DUE: NLT 2:00 P.M., PALMER TIME  
 DATE: APRIL 7, 2017

MAT-SU SCHOOL DISTRICT  
 PURCHASING DEPARTMENT  
 PALMER, AK

BID # B17-05 PRODUCE  
 FOR NUTRITION SERVICES

ATTACHMENT C: SPECIFICATIONS/BID FORM

Item #	MSBSD Item #	Estimated Quantity	Pack	Size	Weight	Description	Local Farm Name & City Local Product Sourced From	% of Produce Procured from Listed Farm Per Year	Price Factor	Unit Cost	Case Cost	Extended Cost
15	760339	300	6	2 lb.	12	LETTUCE, Romaine, Cut			Market			
16	760320	200	1	20 lb cs	20	ONION, White Peeled JBO			Market			
17	760334	100	1	5 lbs.	5	RADISH, Red, Topped, 5 lb.			Market			
18	760345	400	1	3 lb.	3	LETTUCE, Arcadian Petite Leaves			Market			
19	760336	300	1	40 lb.	40	BANANA, Code 2-2.5 Breaking			Market			
20	760336	200	1	40 lb.	40	BANANA, Code 3-3.5 Light Green			Market			
21	760357	400	1	19 lb.	19	GRAPES, Green Seedless, Cal XL			Market			
22	760354	400	1	19 lb.	19	GRAPES, Red Seedless, Cal XL			Market			
23	760342	100	1	22/24 ct	45	CABBAGE, Red, Ctn			Market			
24	760308	200	1	36 ct	25	CUCUMBER, Extra Fancy			Market			
25	760314	500	12	1 pt	12	TOMATO, Cherry			Pre-Cut Fixed			
26	760312	400	1	25 lb.	25	TOMATO, Loose Red Run 5x6			Pre-Cut Fixed			
27		200	4	5 lb.	20	CARROT, Stick			Pre-Cut Fixed			
28		300	4	5 lb.	20	CUT ROMAINE, Washed			Pre-Cut Fixed			
29	760350	600	4	5 lb. bag	20	AK GROWN CARROT STICKS			Pre-Cut Fixed			

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

**PRODUCE FOR NUTRITION SERVICES  
BID #B17-05**

**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
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

**PRODUCE FOR NUTRITION SERVICES  
BID #B17-05**

**APPENDIX 2, NON-COLLUSION CERTIFICATE**

The Bidder certifies that:

1. The prices in this offer have been arrived at independently and neither the Bidder or 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:
  - 1.1 Those prices
  - 1.2 The intention to submit an offer, or
  - 1.3 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, and
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

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

**PRODUCE FOR NUTRITION SERVICES  
BID #B17-05**

**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: Worker's Compensation Insurance in compliance with the laws of the State of Alaska and any other coverage that may apply where the work is performed covering all employees engaged in the performance of the work specified in this agreement and any project hereunder.
2. Commercial General Liability Insurance: The contractors and subcontractors shall procure and maintain during the life of this agreement, Commercial General Liability Insurance on a "per occurrence" basis with limits of liability not less than \$1,000,000 combined single limit bodily injury & property damage, \$1,000,000 personal injury, \$2,000,000 aggregate. Coverage shall include the following extensions: A) Contractual Liability; and B) Products and Completed Operations.
3. Business Automobile/Motor Vehicle Liability: The contractors and subcontractors shall procure and maintain during the life of this agreement, Motor Vehicle Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence combined single limit bodily injury and property damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
4. Additional Insured: The following shall be listed as an Additional Insured on each policy listed except Workers' Compensation, Professional Liability, and Errors & Omissions: the Matanuska-Susitna Borough School District including all agents, assigns, subsidiaries, subcontractors, employees, and volunteers of the MSBSD.

5. Indemnification and Hold Harmless: The contractors and subcontractors agree to defend, pay on behalf of, indemnify and save harmless the MSBSD, its agents, assigns, subcontractors, employees, and volunteers, against any and all claims, demands, suits, loss, costs and expenses, including attorney's fees, arising from any acts, omission or negligence, injury to person or damage to or loss of property, including loss of use, and for any damages which may be asserted, claimed or recovered against the MSBSD, which arises out of, is in any way connected or associated with, or as a result of this agreement, excepting those arising out of the sole negligence of the MSBSD.
6. 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: Matanuska-Susitna Borough School District, Attn: Purchasing Department, 690 Cope Industrial Way, Palmer, AK 99645."
7. Waiver of Subrogation: The insurer shall agree to waive all rights of subrogation against the District, its Administrator, officers, officials, employees and volunteers for losses arising from work performed by the Contractor or any of its subcontractors for the District.
8. 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.
9. 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 subsection shall survive the termination or expiration of this agreement.

# APPENDIX 4

Form **W-9**  
(Rev. December 2011)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



APPENDIX 4

PURCHASING DEPARTMENT
690 COPE INDUSTRIAL WAY
PALMER, ALASKA 99645
Phone: 907-861-5120 • Fax: 907-861-5184

Originating Site/Department

Contact Name

Phone Number

VENDOR APPROVAL FORM FOR SERVICES, MATERIALS AND/OR EQUIPMENT

Please check one [ ] New Vendor [ ] Change

PLEASE NOTE: A W-9 MUST BE ATTACHED WITH THIS FORM OR APPROVAL WILL BE DENIED.

Thank you for your interest in doing business with the Mat-Su Borough School District. Please complete the following form in its entirety. Any applicable brochures, catalogs, and/or documents can be attached to this form.

Vendor Legal Name \_\_\_\_\_ EIN or SSN \_\_\_\_\_

Vendor Operating Name (DBA) \_\_\_\_\_

Vendor Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Vendor Remit to Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Contact Name \_\_\_\_\_ Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Email Address \_\_\_\_\_ Web Site Address \_\_\_\_\_

Description of services, materials and/or equipment to be provided [ ]

Shipping Instructions to Alaska [ ]

Please answer the following questions:

- 1. Do you accept purchase orders? [ ] Yes [ ] No
2. Preferred method of receipt of PO's? [ ] Fax [ ] Mail [ ] Email
3. Preferred method of payment? [ ] Check [ ] EFT
4. Do you provide services to the public? [ ] Yes [ ] No
5. Do you have a current Business License? [ ] Yes [ ] No License #: \_\_\_\_\_ State: \_\_\_\_\_
6. Do you have a State of Alaska Business License? [ ] Yes [ ] No License #: \_\_\_\_\_
7. Do you have a Mat-Su Business License? [ ] Yes [ ] No License #: \_\_\_\_\_
8. Are you currently an employee of the MSBSD? [ ] Yes [ ] No If yes, stop. Complete Conflict of Interest Affidavit.
9. Are you related to an MSBSD employee? [ ] Yes [ ] No If yes, stop. MSBSD employee should complete Conflict of Interest Affidavit.
10. Do you have any employees? [ ] Yes [ ] No If yes, do you carry worker's compensation insurance? [ ] Yes [ ] No
11. How long have you been in business providing the types of services you want to provide to the MSBSD? \_\_\_\_\_
12. Can you provide 3 references of individuals and/or companies you have provided services to in the past upon request? [ ] Yes [ ] No

Authorized agent signature (Required)

Printed Name/Title

Date

PURCHASING DEPARTMENT USE ONLY

Approved By: \_\_\_\_\_ Vendor #: \_\_\_\_\_ Requested By: \_\_\_\_\_

W-9 Attached? [ ] Yes [ ] No Pre-Pay? [ ] Yes [ ] No Sent to Accounting: \_\_\_\_\_

Denied By: \_\_\_\_\_ Reason for Denial: \_\_\_\_\_

Alternate Vendor #: \_\_\_\_\_ Alternate Vendor Name: \_\_\_\_\_



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

**PRODUCE FOR NUTRITION SERVICES  
BID #B17-05**

**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 subcontractor or a supplier.

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

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
DATE

# APPENDIX 6

## Matanuska-Susitna Borough School District School Calendar 2017 - 2018

S M T W T F S

JULY						
						1
2	3	H	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

AUGUST						
		1	2	3	4	5
6	7	PD	PD	PD	WD	12
13	SO	15	16	17	18	19
20	21	22	23	24	PD	26
27	28	29	30	31		

SEPTEMBER						
						V 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

OCTOBER						
1	2	3	4	5	6	7
8	9	10	11	12	Q1	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	PD	PC				

NOVEMBER						
		1	2	3	4	
5	6	7	8	9	PD	11
12	13	14	15	16	17	18
19	20	21	22	H	H	25
26	27	28	29	30		

DECEMBER						
						1 2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	Q2	WD	23
24	H	V	V	V	V	30
31						

### August

8-10	Professional Development Days (PD)*
11	Work Day for Teachers (WD)*
14	School Opens for 1-12 (SO)
14-18	Kindergarten Roll-In
21	First Day for Kindergarten
25	Professional Development Day (PD)*

### September

1	Fair Day (V)*
4	Labor Day Holiday (H)*

### October

13	Quarter 1 Ends (42 Days)
30	Professional Development Day (PD)*
31	Parent Conference Day (PC)*

### November

10	Professional Development Day (PD)*
23-24	Thanksgiving Holiday (H)*

### December

21	Quarter 2 Ends (44 Days)
22	Work Day for Teachers (WD)*
25	Christmas Holiday (H)*
26-29	Winter Vacation (V)*

### January

1	New Years Day (H)*
2-5	Winter Vacation (V)*
15	Martin Luther King, Jr. Day (H)*

### February

15	Professional Development Day (PD)*
16	Parent Conference Day (PC)*

### March

8	Quarter 3 Ends (41 Days)
9	Work Day for Teachers (WD)*
12-16	Spring Vacation (V)*

### April

### May

4	Professional Development Day (PD)*
18	School Closes/Quarter 4 Ends (44 Days)
21	Work Day for Teachers (WD)*

\* indicates no school for students

S M T W T F S

JANUARY						
						6
7	8	V	V	V	V	13
14	H	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

FEBRUARY						
						1 2 3
4	5	6	7	8	9	10
11	12	13	14	PD	PC	17
18	19	20	21	22	23	24
25	26	27	28			

MARCH						
						1 2 3
4	5	6	7	Q3	WD	10
11	V	V	V	V	V	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

APRIL						
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

MAY						
						1 2 3 PD 5
6	7	8	9	10	11	12
13	14	15	16	17	SC	19
20	WD	22	23	24	25	26
27	H	29	30	31		

JUNE						
						1 2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30



Date: \_\_\_\_\_

Matanuska-Susitna Borough School District  
Nutrition Services Department  
Product Nutritional Analysis Sheet

Appendix 8

S/N Stock Number \_\_\_\_\_ Name \_\_\_\_\_

Pieces Per Serving \_\_\_\_\_ Manufacturer \_\_\_\_\_

Item Serving Size \_\_\_\_\_ Product Code # \_\_\_\_\_

**NUTRITIONAL AMOUNT PER SERVING**

**\*NUTRIENTS**

Calories (kcal)      Calories      \_\_\_\_\_

**Shelf Life:** \_\_\_\_\_

Protein              Grams      \_\_\_\_\_

**Contributions:** \_\_\_\_\_

Vitamin A            I.U.      \_\_\_\_\_

Meat/MA: \_\_\_\_\_

Vitamin C            Mg      \_\_\_\_\_

Bread: \_\_\_\_\_

Iron                  Mg      \_\_\_\_\_

Vegetable: \_\_\_\_\_

Calcium              Mg      \_\_\_\_\_

Fruit: \_\_\_\_\_

Total Fat            Grams      \_\_\_\_\_

**Code Date Information:**

Saturated Fat        Grams      \_\_\_\_\_

Example: \_\_\_\_\_

Carbohydrates      Grams      \_\_\_\_\_

Fiber                Grams      \_\_\_\_\_

Cholesterol          Mg      \_\_\_\_\_

Sodium                Grams      \_\_\_\_\_

**\*All Nutrients must be provided even if zero.**

Nutritional analysis sheet must be accompanied by a certification sheet stating the information is true and correct and must be signed by an authorized representative of the company.