**Anchorage School District**

*Educating All Students for Success in Life*

Purchasing Department, 4919 Van Buren Street, Anchorage, AK 99517-3137

# INVITATION TO BID

**THIS IS NOT AN ORDER**

| Show the following on the outside of the sealed bid envelope: **ITB 2027-508 Ground Beef** | DATE ISSUED: **September 29, 2026** | DUE: **Prior to 1:00 p.m., Local Time** DATE: **October 20, 2026** |
|---|---|---|

The Anchorage School District (referred to as the "District") invites sealed bids from qualified Contractors to provide Ground Beef to the Student Nutrition Department in accordance with the following documents that are a part of this ITB 2027-508:

| Section | Title | Pages |
|---|---|---|
| **Cover Page** | Invitation to Bid | Consisting of 1 page |
| **Section I** | Instructions to Bidders | Consisting of 9 pages |
| **Section II** | Specifications/Scope of Service | Consisting of 6 pages |
| **Section III** | Additional Provisions | Consisting of 1 page |
| **Section IV** | Standard Contract Terms | Consisting of 8 pages |
| **Attachment A** | Signature Page/Submittal Form | Consisting of 1 page |
| **Attachment B** | Bidder's Checklist | Consisting of 1 page |
| **Attachment C** | Non-Collusion Certification | Consisting of 1 page |
| **Attachment D** | Specifications/Bid Form(s) | Consisting of 1 page |

**AVAILABILITY OF ITB:** This Invitation to Bid (.pdf) is available electronically at the District's Purchasing website: https://www.asdk12.org/Page/5417.

**AWARD:**
Award will be made to the lowest responsive, responsible offeror in accordance with Board Policy 3311, Administrative Regulation 3311.1(a).1, except local preference does apply. As allowed by 7 CFR 210.21(g), 215.14(e), 220.16 (f)(1), 225.17(e)(1), and 226.22(c)(1) and as required by AS 29.71.040 a 7% local preference shall be applied to agricultural products harvested in the State of Alaska.

**PLAN HOLDER'S LIST:**
A copy of the current plan holder's list can be viewed at:
http://apps.asdk12.org/depts/purchasing/meeting/Plan_Holders/2027/2027-508.xlsx

# SECTION I
# INSTRUCTIONS TO BIDDERS

## A. GENERAL REQUIREMENTS

This solicitation is an INVITATION TO BID (referred to as "ITB") governed by applicable Anchorage School Board Policies, including Section 3311 of said Policies. School Board Policies are available at https://www.boardpolicyonline.com/?b=anchorage. Bidders should read this ITB carefully and review all instructions contained herein. Incomplete or incorrect bids may be rejected as not conforming to the essential requirements of this ITB. Bids submitted on other than the prescribed forms contained in this ITB will be rejected. Bidders may copy the forms contained in the ITB for use in their bids; however, substitute forms or formats are unacceptable.

## B. DISTRICT COMPLIANCE WITH LAWS

The District's Purchasing Department Senior Director or designee will be responsible to ensure all District procurements are conducted in compliance with applicable Federal, State, and local procurement regulations.

## C. EXAMINATION OF CONTRACT DOCUMENTS

Bidders should read this ITB carefully and review all instructions contained herein. The submission of a bid shall constitute acknowledgement that the bidder has thoroughly examined and is familiar with the solicitation documents.

## D. DEBARMENT AND SUSPENSION

Bidders must fully comply with the requirements regarding debarment and suspension in Subpart C of 2 CFR Part 180, as adopted by the Department of Education at 2 CFR §3485.12. Bidders are responsible for ensuring lower tier covered transactions include a term or condition requiring compliance with Subpart C of 2 CFR Part 180 and 2 CFR Part 3485, entitled Responsibilities of Participants Regarding Transactions. Contractors, Subcontractors, or suppliers that appear on the Excluded Parties List System are not eligible for award of contracts that are a covered transaction under Subpart B of 2 CFR Part 180 and 2 CFR Part 3485. Bidders may access the Excluded Parties List System at www.sam.gov.

## E. CONFLICT OF INTEREST

1. The Contractor agrees to certify that District employees, School Board members, or a member of their household are not in conflict of interest with the contract and Board Policy as follows (Administrative Regulation 3311.1(e).1 Ethics and Conflict of Interest):

    a. No Board member or employee shall knowingly engage in any act in conflict with the performance of the Board member or employee's official duties.

    b. No Board member, employee, or a member of their household, shall acquire, directly or indirectly, an economic interest in a District or municipal contract, or engage in business with the District or the municipality, unless the contract is competitively solicited and other requirements of Board Policy 3311 and Section 1.15 of the AMC are met.

    c. The following acts and circumstances shall not be deemed to be in conflict with the performance of official duties if, at the earliest opportunity after having acquired such knowledge, the Board member or employee files a disclosure pursuant to Administrative Regulation 3311.1(e).1 or requests and obtains a waiver pursuant to Administrative Regulation 3311.1(e).2.

i) Such person owns a sole proprietorship, or is a partner in a partnership, or is an officer, director, major shareholder (five percent (5%) or more of the outstanding shares) or has management control in a corporation that submits a bid, proposal or quotation to the District or attempts to enter or enters into a contract with the District;

ii) Such person has any significant financial interest in any sale, lease or rental to the District of any service or property and such person has knowledge that the District intends to purchase, lease or rent the property or service;

iii) Such person wishes to sell or receive royalties on books or materials sold to the District for use in the school system for which the employee is the author;

iv) Such person is an employee who has been providing private services to a child who transfers to a new school or class or advances to a higher grade and the child becomes a student in the class being taught/aided by his/her service provider.

2. Board Members, District employees, and their household and/or immediate family members are required to comply with Board Policies and the Municipal Ethics Code by disclosing conflicts of interest.

   a. When a board member, employee, or their household and/or immediate family member intends to do business with the District, the appropriate District and Municipal forms must be filed by the Board Member or District employee with the Municipal Clerk's Office and the Purchasing Department.

      Note: *Notice of Intent to Respond to Public Solicitation* shall be filed with the Municipal Clerk's office in advance to allow a minimum of seven (7) calendar days to elapse between electronic publication by the clerk and the final date for submitting a response to the solicitation. The form may be obtained from the Municipality of Anchorage website, www.muni.org/.

   b. The responsibility for complete and timely filing rests solely with the Board Member or District employee.

## F. FIRM BID

Bids made in response to this ITB must be good and firm for a period of one hundred twenty (120) calendar days from the date specified for submittal of bids.

## G. WITHDRAWAL OF BIDS

Bids may be withdrawn on written request delivered to the District Purchasing Senior Director (fax or email is acceptable) only prior to the time specified for submittal.

## H. MODIFICATION OF BIDS

Bid modifications requested in person, via fax, or via email for bids already submitted will be considered if received prior to the due date and time as indicated on the Cover Page of this ITB. Hand delivered, faxed, or emailed bid modifications shall not reveal the amount of the original or revised bid unit price(s) and/or total price(s), but rather should indicate only the dollar amount of increase or decrease of the unit price(s) and or total prices(s). Bid modifications must be signed by an authorized representative of the bidder. It is the responsibility of the bidder to ensure delivery of any bid modifications prior to the due date and time for bid

submission. Bid modifications received after the due date and time for submissions will NOT be considered. Bidders are encouraged to ensure that the District has received any bid modifications prior to the bid opening.

## I. AVAILABILITY OF FUNDS

Awards are contingent upon the availability of funds.

## J. FEDERAL EXCISE TAXES

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

## K. QUESTIONS: METHOD FOR CLARIFICATION

Any bidder in doubt as to the true meaning of any part of this ITB may submit to the District a written request for an interpretation thereof. Questions should be received by the District's Purchasing Department no later than five (5) calendar days prior to the date set for the submission of bids. Oral questions cannot be answered and are not binding for this ITB. Questions can be submitted as follows:

| | |
|---|---|
| Reference: | ITB 2027-508 Ground Beef |
| Email: | purchasing@asdk12.org |
| [OR fax: | Anchorage School District Purchasing Department at 907-243-6293] |
| Attn: | Sylvia Smith, Purchasing Agent |

Two types of questions generally arise. One may be answered by directing the bidder to a specific section of the ITB. These questions may be answered by direct communication to the bidder submitting the question. Questions which, in the opinion of the Purchasing Senior Director, require a more detailed or complex reply, or require an answer that may affect responses to this ITB or may be prejudicial to other prospective bidders, will be answered by issuing an addendum prior to the bid opening.

## L. PRICING

1. All prices shall be net and must be FOB Destination as specified in Section II, Paragraph G. Delivery Requirements. In case of discrepancy in extended price calculation(s), unit price(s) will prevail.

2. All prices shall be in U.S. dollars.

3. Prices should be stated in units of measure specified (e.g., each, package, box, case, etc.) or in minimum packaging required by manufacturers.

4. If the bidder requires a minimum order quantity, it must be so stated on the bid. Once a bid has been awarded, increases in minimum order quantities will not be accepted. The District may consider the minimum order quantity and elect to accept or reject, whichever is in the best interest of the District.

## M. ALASKA BUSINESS LICENSE

The selected bidder(s) must provide the District with their Alaska Business License number and any necessary applicable Professional Licenses required by Alaska Statutes prior to award. Bidders must include their Alaska Business License Number on Attachment A – Signature Page/Submittal Form. Bidders should contact the State of Alaska; Department of Commerce, Community and Economic Development; Division of Corporations, Business & Professional Licensing, for information regarding business licensing. Contact

information, information regarding business licensing, and business licenses, is available at www.commerce.alaska.gov/web/cbpl/BusinessLicensing.aspx.

## N. INSURANCE REQUIREMENT

Bidders, if awarded a contract as a result of this solicitation, shall provide to the District a Certificate of Insurance as specified in Section IV – Standard Contract Terms, Paragraph N. Insurance Requirements. The certificate must name the 'Anchorage School District' as the certificate holder and as additional insured with a Waiver of Subrogation.

## O. SUBMISSION OF BIDS

1. Complete sealed bids MUST be in the office of the Purchasing Department, Anchorage School District, 4919 Van Buren Street, Anchorage, Alaska prior to the time and date stated on the Cover Page of this ITB. At the submittal deadline, the bids may be opened and publicly read. It is the responsibility of the bidder to ensure that their complete bid and acknowledgement of subsequent addenda, if any, are in the office of the Purchasing Department prior to the time of the scheduled bid opening.

2. The Purchasing Department will be responsible for securing all bids.

3. Bidders are cautioned that bids which arrive after the time of the scheduled bid opening, will not be considered and will be returned unopened.

4. Bidders should be aware that addenda may be issued for this ITB. It is the bidder's responsibility to ascertain if addenda have been issued by checking the District's Purchasing Department website: https://www.asdk12.org/Page/5417.

5. No oral change or interpretation of the provisions contained in this ITB is valid. Written addenda may be issued when changes, clarifications, or amendments to bid document are deemed necessary by the District.

6. Bidders may bid any or all line items listed on the Specifications/Bid Form(s) (Attachment D); however, only one bid per line item will be accepted from each bidder.

7. If mailed, bids shall be addressed as follows:

   Anchorage School District
   Purchasing Department
   4919 Van Buren Street
   Anchorage, AK 99517-3137

8. Bids **MUST** be in **SEALED** envelopes with the outside of the envelope clearly marked with the bidder's name, address, and phone number and as follows:

   **BID: ITB 2027-508 Ground Beef**
   **DUE: Prior to: 1:00 p.m., Local Time, October 20, 2026**

   Bidders who wish to participate by teleconference may do so by calling (907) 742-6750. The line will be available approximately 5 minutes prior to the opening start time.

Sealed bids must still be physically received by the Anchorage School District, Purchasing Department, located at 4919 Van Buren Street Anchorage, Alaska 99517 prior to 1:00 p.m., Local Time, October 20, 2026.

9. **The District will not accept bid submissions via fax or email.** Email and faxes are available for informational inquiries only. ITB submissions received via fax or email will be considered non-responsive; however, modifications to original bids and addenda, (including signature) may be faxed. (See Paragraph H. – Modification of Bids).

10. The District reserves the right to make awards within ninety (90) calendar days from the date bids are due.

11. All bids shall be submitted on the attached Signature Page/Submittal Form (Attachment A) and Specifications/Bid Form(s) (Attachment D) in the spaces indicated and must comply with these instructions.

12. The Signature Page/Submittal Form (Attachment A) must be completed and signed by an authorized representative of the firm submitting the bid. Additional information requested in this ITB shall be submitted as indicated on the Bidder's Checklist (Attachment B).

## P. BID CONSIDERATION

Factors that may be considered in evaluating bids in addition to price will include:

1. The ability, capacity and skill of the bidder to perform the contract;

2. Whether the bidder can perform the contract within the time specified without delay or interference;

3. The character, integrity, reputation, judgment, experience, and efficiency of the bidder;

4. The quality of performance by the bidder on previous contracts;

5. Previous compliance by the bidder with laws and regulations relating to the contract.

## Q. RIGHT OF REJECTION, CLARIFICATION, AND CANCELLATION

The District reserves the right to reject any and all bids, to request clarification of information from any bidder and to waive irregularities in the bid procedures. The District is not obligated to enter into a contract on the basis of any bid submitted in response to this ITB. The District reserves the right, at its sole discretion, to cancel this ITB or any part thereof, at any time, prior to the award of contract under this ITB.

## R. REQUEST FOR ADDITIONAL INFORMATION

Prior to the final selection, bidders may be required to submit additional information, which the District may deem necessary to further evaluate the bidder's submission. Responses are due within three (3) calendar days of request by the District.

## S. SOLICITATION RESULTS

1. A notice indicating awarded quantities will be issued to all bidders after the submission deadline.

2. Award of any contract(s) issued as a result of this ITB does not restrict the District from procuring food products from other suppliers, nor does it restrict the District from purchasing products included in this ITB from other contractors in order to meet the needs of the District.

## T. DISTRICT NOT RESPONSIBLE FOR PREPARATION COSTS

The District will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any bid. The District shall not be liable for any cost incurred by a bidder in responding to this solicitation or incurred for any work done, even in good faith, prior to execution of a contract and issuance of a notice to proceed, including but not limited to: bid preparation costs and other costs, including attorney fees associated with any challenge (administrative, judicial or otherwise) to the determination of the lowest responsive, responsible bidder and/or award of contract and/or rejection of bids. By submitting a bid, each bidder agrees to be bound in this respect and waives all claims to such costs and fees.

## U. PROTEST AND APPEAL PROCESS FOR AGGRIEVED BIDDERS/PROPOSERS

1. Protest

   a. An interested party may protest a solicitation or a proposed award of a contract.

      i) A protest as to the specifications and/or terms and conditions of a solicitation must be received by the Purchasing Senior Director at least five (5) calendar days prior to the due date of the bid or proposal; failure to protest as provided herein constitutes a waiver of any objection to the solicitation.

      ii) For construction projects and architectural/engineering design services, the protest of a proposed award of a contract must be received by the Purchasing Senior Director within ten (10) calendar days after issuance of the notice of intent to award, except that for purchases under $100,000, the protest must be received within three (3) business days.

      iii) For goods or services, the protest of a proposed award of a contract must be received by the Purchasing Senior Director within seven (7) calendar days after issuance of the notice of intent to award, except that for purchases under $100,000, the protest must be received within three (3) business days.

      iv) The protest must include the name of the person submitting the protest, the name of the bidder/proposer represented by that person, the specific action or bid/request for proposal contract award which is being protested, a detailed explanation of the reasons for the protest, and the relief requested.

      v) The aggrieved person must serve all other interested parties with its protest.

   b. The Purchasing Senior Director shall stay the intended award of a contract unless the Purchasing Senior Director determines the award of the contract without further delay is necessary to protect the District's best interest.

   c. The Purchasing Senior Director may, in his/her sole discretion, hold a hearing.

   d. The rights and remedies granted by this section are not available for informal small purchases with an actual or potential value of less than twenty-five thousand dollars ($25,000).

e. Failure to protest as provided herein constitutes a waiver of any objection to the solicitation and contract award.

2. Appeal

a. A decision by the Purchasing Senior Director may be appealed to the Anchorage School Board.

b. Any appeal shall be filed with the Superintendent within five (5) days after the decision is received by the protester and must include the name of the person submitting the appeal, the name of the bidder/proposer represented by that person, and a detailed explanation of the basis for the appeal.

c. The aggrieved bidder/proposer must serve all other interested parties with its appeal.

d. The Superintendent may obtain an independent review of the appeal issues if the Superintendent determines such review will assist consideration of the appeal.

e. The independent review shall be conducted by a not directly involved District employee or an experienced but disinterested third party from outside the District.

f. Failure to appeal to the Anchorage School Board as provided herein constitutes a waiver of any objections to the solicitation and the contract award.

3. Consideration of Appeal

a. The decision being appealed and the findings from the independent review, if any, will be reported to the Board.

b. Upon consideration of the appeal and allowing interested parties an opportunity to address the issues on appeal, the Board may:

i) Award the contract as recommended, if applicable, indicating its reasons for rejecting the appeal;

ii) Grant the appeal, indicating its reasons for granting the appeal, and determine an appropriate remedy consistent with Administrative Regulation 3311.1(c).1. The Board may award the contract at that meeting to some other bidder/proposer if it finds that a delay in making the award would adversely affect the District;

iii) Stay any award of the contract to permit further consideration of the appeal, with action to be scheduled as soon as practicable, but in no event more than twenty (20) days after the stay as initiated;

iv) Reject all bids/proposals in accordance with Administrative Regulation 3311.1(a).13;

v) Take such other action as appears appropriate and in the best interest of the District under the circumstances, in accordance with Board Policy 3311 Purchasing and Contracting.

4. Frivolous Protests

a. Signature on Protest Constitutes Certificate

The signature of an attorney or party on a request for review, protest, motion, or other document

constitutes a certificate by the signer that the signer has read the document, to the best of his/her knowledge, information, and belief formed after reasonable inquiry it is well grounded in fact and is warranted by existing law or a good faith argument for the extension, modification, or reversal of existing law, and that it is not interposed for an improper purpose, such as to harass, limit competition, or to cause unnecessary delay or needless increase in the cost of the procurement or of the litigation.

b. Sanctions for Violation

If a request for review, protest, pleading, motion, or other document filed with the Purchasing Senior Director is signed in violation of Administrative Regulation 3311.1(c).1, the Board, may impose upon the person who signed it, a represented party, or both, an appropriate sanction, that may include an order to pay to the other party or parties the amount of the reasonable expenses incurred because of the filing of the protest, pleading, motion, or other paper, including a reasonable attorney's fee.

## V. CONTRACT

1. The District's Purchasing Department is responsible for any contracts awarded as a result of this solicitation.

2. Bidders whose submittals comply with the requirements of this ITB and are approved by the District will be bound by contract to all requirements contained herein. Any contract(s) awarded as a result of this solicitation, between the District and a Bidder shall consist of (1) the Purchase Order(s), (2) the ITB and any amendments thereto, and (3) any documents submitted by the bidder in response to the ITB, inclusive of any future additional submission documents requested by the District. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the ITB shall govern; however, the District reserves the right to clarify any contractual relationship in writing with the concurrence of the bidder, and such written clarification shall govern in case of conflict with the applicable requirements stated in the ITB or the bidder's submission. In all other matters not affected by the written clarification, if any, the ITB shall govern.

3. No alteration or modification of any of the terms, conditions, or specifications of any contract resulting from this ITB, shall be allowed without prior written consent of the Purchasing Senior Director or their designee.

## W. ASSIGNMENT

The successful bidder(s) shall not sell, assign, transfer or convey any contract resulting from this ITB, in whole or in part, without the prior written consent of the District.

## X. PROTECTION OF PROPERTY

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

## Y. PUBLIC RECORDS CLAUSE

This ITB and the resulting bids received, together with copies of all documents pertaining to the award of a contract, will be kept by the District's Purchasing Department and made part of the record which will be

open to public inspection. If a bid contains any information which is proprietary or confidential, each page of the bid containing such information must be clearly marked. Cost or price information will be open to public inspection.

**END OF SECTION I**

# SECTION II
# SPECIFICATIONS/SCOPE OF SERVICE

## A. PRODUCTS

1. All products must be in compliance with USDA Nutrition Standards of the National School Lunch and School Breakfast Programs, and the Summer Food Service Programs as required by the Healthy, Hunger-Free Kids Act (HHFKA).

2. All items are as specified, "No Substitutions" unless designated otherwise on the Specifications/Bid Form(s).

3. All products must meet the grade and specification as written and must be the grade and quality of the product delivered.

4. All products supplied from resulting contract(s) must be original, new, and be of 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.

## B. ALTERNATE PRODUCTS

If a vendor has a product meeting or exceeding the quality of the products specified and would like the product considered for future solicitations, the procedures are as follows:

Submit product specification sheet in PDF format, via email to purchasing@asdk12.org; Subject: Alternate Frozen Food Product. Information will be forwarded to the Student Nutrition Department for review. If needed, samples will be requested for testing. If the product is approved and required by the District, the product may be added to future solicitations.

## C. DEFECTIVE OR NONCONFORMING PRODUCTS

1. The Contractor shall guarantee that products delivered are free from any material or visible defects and shall conform to the specifications for the approved product upon delivery at the designated location.

2. The Contractor will promptly remove any products that the District receiving facility coordinator designates as nonconforming or defective.

3. The Contractor will promptly replace defective products or nonconforming products with pre-approved acceptable products at no additional cost to the District. Replacement of defective or nonconforming products shall occur so as to avoid disrupting the District's food service schedule.

## D. QUANTITIES

1. The quantities listed herein are the minimum quantities the District will purchase. The District may, at their sole discretion, increase the quantities of any item beyond those originally bid. When increasing quantities, all bid prices shall be as originally bid for the one hundred twenty (120)day period after the original bid due date.

2. Bidders must state on their bid any change of pack size due to manufacturer's unit packing requirements for items that they are bidding. In the event a bidder does not specify his/her unit pack, the District will assume the bidder is bidding the unit pack as specified in the ITB and shall require delivery of the quantities specified.

3. If the bidder elects to specify a minimum order quantity, it shall be so stated on their bid. The District may consider the minimum order quantity and elect to accept or reject, whichever is in the best interest of the District.

## E. ORDERING

1. Orders for the District shall be placed with the vendor(s) by a Purchase Order issued by the District's Purchasing Department.

2. The total order of 20,000 pounds of ground beef will be divided into four equal deliveries of approximately 5,000 pounds each. Deliveries will be scheduled in coordination with Student Nutrition and must be made on the agreed-upon dates and during established receiving hours. Any requested changes to the delivery schedule must be approved in advance.

## F. INVOICING AND PAYMENT

1. Original invoices for the District shall be sent to:

   Anchorage School District
   Student Nutrition Department
   1307 Labar Street
   Anchorage, AK 99515-3517

2. Products ordered as a result of this ITB shall not be listed on the same invoice with items not covered by this contract.

3. Payment will be made within thirty (30) days of receipt of the products and Student Nutrition's actual inspection and acceptance of items.

4. Purchase order numbers shall appear on all invoices.

5. The District is not subject to sales tax.

## G. DELIVERY REQUIREMENTS

1. **The District's deliveries are "as required." Bidders shall state on each line their delivery time after receipt of order. If a delivery date or schedule is not included for any item on a Purchase Order, the District requires the deliveries to be made no more than 6 weeks after receipt of order. Deliveries beyond 6 weeks may be considered as a Service Contract Deficiency.**

2. Purchase orders 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:

   Anchorage School District
   Student Nutrition Warehouse
   1307 Labar Street
   Anchorage, AK 99515-3517

   Shipper's Name: _____
   Purchase Order Number: _____
   Number of Cartons/Cases _____
   Pallet Number _____ of _____

   **Cartons not conforming to the above labeling requirement may delay receiving and payment by the District.**

3. It is the responsibility of the Contractor to ensure that all drop shipments from any and all manufacturers, distributors, and others, are clearly marked with the appropriate District purchase order number, vendor's name and carton number(s) (for example, 1 of 4).

4. All deliveries to the Student Nutrition Warehouse shall be prearranged and by appointment only. Deliveries will be scheduled between the hours of 7:30 a.m. and 3:00 p.m. Monday through Friday. Please contact Nannette Giroux, Logistics Supervisor, Student Nutrition Department at 907-348-5189 to schedule a delivery.

5. Official District calendars are available online at www.asdk12.org/calendar/. Deliveries during holidays and vacations days shall be coordinated with the Student Nutrition Department and the Contractor to ensure acceptance of delivery.

6. All shipments shall be packaged under industry standards to safeguard the property from damage. Shipments delivered in a van/container shall be palletized, wrapped/banded, and labeled with the District's purchase order number. Pallets must be in like-new (undamaged) condition. Pallet height shall not exceed 56" inclusive of the pallet. A minimum of one (1) foot clearance from the top of the cartons to the inside ceiling of the van/container must be conformed to on all shipments.

7. All Frozen Food Products must be stored, transported, and delivered so that the product(s) is frozen solid and has been continuously maintained frozen solid at zero degrees Fahrenheit (0°F) or below since shipment from manufacturer to receiving at the FOB Destination point. [*"A food that is labeled frozen and shipped frozen by a food processing plant shall be received frozen."* MOA Ordinance Section 16.60.140, FDA Model Food Code Section 3-202.11]. All Frozen & Refrigerated Food Products suspected of being previously thawed and refrozen will be rejected upon arrival at the Student Nutrition Department Warehouse. The successful Contractor(s) must show proof of temperature history from shipping point to FOB Destination point upon request of the District's Student Nutrition Department Operations Supervisor or their designee.

8. All Refrigerated Food Products must be stored, transported, and delivered at a temperature of **41°F (5°C) or below** at all times, in accordance with all local, state, and federal food safety regulations. Products that must remain chilled shall be transported in **temperature-controlled vehicles** capable of maintaining proper cold-holding conditions. Temperature logs must be available upon request.

## H. SECURITY

1. Security at all District schools and facilities is the first priority. Contractors can expect delays in conducting business within the schools or facilities and/or its grounds. "Contractor" is defined as: delivery personnel, couriers, sales persons, contract administrator or service providers. Emergencies of any type, student movement, other deliveries, or other factors may delay or restrict the Contractor entry or movement within the perimeter. Staff may facilitate Contractors in conducting their business, but Contractor and their personnel must at all times respect staff instructions. Contractor must follow all lawful instructions and directives of any staff member while on District property. The District will at all times retain exclusive right to restrict Contractor access to school property, for any reason.

2. Contractors must at all times have in their possession a picture ID badge issued from the Contractor and an Alaska Driver's License or State provided identification card and be prepared to provide it to any staff when requested. Contractor must never leave their tools or personal effects unattended or unsecured. Knives, except as needed in the performance of this contract, alcohol, tobacco, drugs and paraphernalia, weapons of any kind, and explosives are prohibited at all times.

3. The District reserves the right to require that all Contractor personnel (i.e., drivers, liaisons) that may have contact with District employees or students complete a security background check.

## I. RELATIONSHIP OF THE PARTIES

In addition to compliance with the previously described terms and conditions, the Contractor shall be required to:

1. Consider the District to be one of its best customers; therefore, any dealings with and/or customer service policies applicable to other essential accounts shall also be afforded to the District regarding all aspects of a consummated contract;

2. Appoint a sales representative as liaison. The appointed liaison shall be available for periodic communications with Student Nutrition personnel. The purpose of this communication will be to discuss handling and delivery procedures and other subjects as deemed necessary to maximize the cost effectiveness of the Contractor's product. The appointed liaison shall be responsible for providing written response to problem areas if requested;

3. Provide the District with a current listing of names and telephone numbers of personnel acting as primary contacts. These employees must be trained and familiar with the terms, provisions and prices of the contract in order to facilitate all service required by the District. Personnel shall be available by telephone to assist the District during normal business hours of 7:00 a.m. to 4:00 p.m., Local Time, Monday through Friday, throughout the entire contract term.

## J. BIDDER/CONTRACTOR FACILITIES SITE VISITS

Prior to any award issued as a result of this ITB, or during any time an awarded contract is in effect, representatives from the District's Student Nutrition Department may request to be shown the facilities from which the Contractor operates. The District will verify that the food products are stocked, the facilities and materials are adequate to provide the required service, and that the bidder/contractor is in compliance with standard sanitation practices.

## K. SUBSTITUTIONS/DISCONTINUED ITEMS

The Contractor shall make no item substitutions without prior permission from the Purchasing Senior Director or their designee. In the event an item is discontinued by the supplier during the life of the contract, an alternate product may be substituted, provided that the District's Student Nutrition Senior Director and the Purchasing Senior Director or their designees make a written determination that the substitution is equal to or better than the discontinued product, provided that it is sold at the same price or less than the discontinued product. Sufficient samples and nutritional information, as the District so dictates, will be required prior to the approval of any new product. This requirement also applies to pack size changes.

## L. GUARANTEE, INSPECTION, AND CERTIFICATION OF QUALITY

1. All items are to be guaranteed for a minimum of 75% of their actual shelf life provided proper care and storage conditions are maintained. Guarantee shall cover product as well as wrapper and/or container. All food products delivered must be labeled with the production date and the best before date on the packaging. Expiration dates must be clearly indicated on each container. An explanation of the date code system used is required.

2. All products received, stored, issued or sold will be handled in a safe and sanitary manner. All products will be protected from sun, water, heat, dust, insects, rodents and other external contaminants.

3. All products which are delivered to the Student Nutrition warehouse must be securely packaged, wrapped and/or palletized. Vehicles used for transport/delivery must be covered/contained as to maintain product at a frozen solid status per Section II. Paragraph G. Number 7. of this ITB and must be purposed for transporting finished food products. Damaged goods or pallets piled unreasonably high will not be accepted. Glass containers will not be accepted.

4. Inspection for visible damage, shortage, sanitation, etc., will be made at time of delivery by an authorized Student Nutrition Department Employee. The District reserves the right to reject acceptance at a later date for any nonvisible discrepancy with conditions or specifications contained in this ITB. Discrepancies will be immediately called to the attention of the Contractor and Student Nutrition Department Management, so that corrective action can be taken.

5. The Contractor will be responsible for merchandise rejected for either visible or latent noncompliance. Damaged or inferior merchandise for which the Contractor is responsible will be replaced at no increase in cost to the District.

6. The District may request, at no added cost, copies of any plant or product inspections or analysis.

7. The successful Contractor(s) must have, and provide upon request, a current HACCP (Hazard Analysis Critical Control Point) Plan and a recall plan in place for the District in the event of a product being discontinued for any food safety reason.

## M. SERVICE CONTRACT DEFICIENCIES

1. The Contractor's failure to provide products or services required by any contract issued as a result of this ITB will be grounds for the District to issue a Service Deficiency Claim ("SDC") to the Contractor. The SDC will be submitted by the District to the Contractor in writing. The Contractor will advise the District, in writing, of the corrective action being taken.

2. If a deficiency is not corrected within seven (7) calendar days from the date of issuance of the SDC, the District may issue a second SDC and procure from another Contractor products or services necessary to correct the deficiency.

3. If the Contractor is issued more than two (2) substantiated SDC's within a thirty (30) day period, in addition to any other remedies by law or under a contract, the District may terminate the contract for default and without further notice or opportunity to cure.

**END OF SECTION II**

# SECTION III
# ADDITIONAL PROVISIONS

## A. ACCESS TO RECORDS

The Contractor is required to provide access by duly authorized representatives of the District, State of Alaska Child Nutrition Programs, United States Department of Agriculture, or Comptroller General to any books, documents, papers, and records of the Contractor which are directly pertinent to all negotiated contracts.

## B. RECORD RETENTION

The Contractor is required to maintain all required records for **three** (3) years after final payment and all other pending matters (audits) are closed for all negotiated contracts.

## C. ENERGY EFFICIENCY STANDARDS

The Contractor is required to recognize mandatory standards/policies related to energy efficiency contained in the State Energy Plan issued in compliance with the Energy Policy and Conservation Act (PL 94-165) [www.gpo.gov/fdsys/pkg/STATUTE-89/pdf/STATUTE-89-Pg977.pdf]

## D. BUY AMERICAN

The Contractor is required to 'Buy American' as outlined in 7 CFR 210.21(d); specific instructions for prior approval of all of non-domestic product(s) [Compliance with and Enforcement of the Buy American Provision in the NSLP | USDA-FNS]

## E. PURCHASE INCENTIVES, DISCOUNTS, REBATES, AND CREDITS

The Contractor shall return, forward, or pay the District's non-profit Student Nutrition Department any and all purchase incentives, discounts, rebates, and credits allowed and/or offered.

## F. CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

The Contractor shall comply with all provisions as required in Appendix II for 2 CFR Part 200 of The Federal Code of Regulations. [eCFR :: Appendix II to Part 200, Title 2 -- Contract Provisions for Non-Federal Entity Contracts Under Federal Awards (federalregister.gov)]

## G. COST REIMBURSABLE CONTRACTS

The Contractor shall comply with all provisions as required in 7 CFR Part 210.21(f)of The Code of Federal Regulations [eCFR :: 7 CFR 210.21 -- Procurement. (federalregister.gov)]

**END OF SECTION III**

# SECTION IV
# STANDARD CONTRACT TERMS

## A. COMPLIANCE WITH LAWS

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, and local laws, rules and regulations.

## B. NO ADDITIONAL SERVICES, WORK OR MATERIAL

No claim for additional services performed or furnished by the Contractor will be allowed, nor may the Contractor do any work or furnish any material not covered by the contract, unless the additional services, work or material is ordered in writing by the District.

## C. PAYMENT OF TAXES

As a condition of performance of the contract, the Contractor shall pay all federal, State, and local taxes incurred by the Contractor and shall require their payment by a Subcontractor or other persons in the performance of the contract. Satisfactory performance of this requirement is a condition precedent to payment by the District under the contract.

## D. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by the Contractor and the District that the Contractor, its officers, employees and agents, are not employees of the District. The Contractor's relationship to the District is solely that of an independent contractor. Therefore, the Contractor assumes all legal and financial responsibility for applicable taxes, FICA, employee fringe benefits, worker's compensation liabilities, employee insurance, minimum wage requirements, overtime, etc., and the Contractor agrees to indemnify, save, and hold the Anchorage School District, its board members, officers, agents, and employees, harmless from and against, any and all loss, cost (including attorney fees), and damage of any kind related to such matters.

## E. PERSONNEL

The Contractor shall immediately assign and maintain a staff of competent personnel fully equipped and qualified to perform the services required by the contract. The District reserves the right to approve the assignment of key bidder personnel, including the project manager and/or any replacement personnel.

## F. NONLIABILITY OF PUBLIC OFFICIALS

Under no circumstances shall any board member, officer, employee, or agent of the District, acting within the course and scope of his/her District employment or responsibility be personally liable to the Contractor, or any party claiming through or on behalf of the Contractor, with regard to resulting contract, including but not limited to its negotiation, execution, performance, or termination.

## G. DISTRICT PROPERTY

The Contractor assumes full responsibility for and shall indemnify the District for any loss or damage to any District property, including any equipment, supplies, accessories, or parts furnished while in Contractor's use, custody and care, and for storage, repairs, or services to be performed under the terms of the contract, resulting in whole or in part from the negligent acts or omissions of the Contractor, or any of its employees, agents, or representatives.

## H. CONTRACT INDUCEMENTS

No payment, gratuity or offer of employments shall be made in connection with any contract, by or on behalf of a Subcontractor to the Prime Contractor or higher tier Subcontractor or any person associated therewith, as an inducement for the award of any subcontract or order.

## I. NONDISCRIMINATION

1. No bidder on any District contract shall illegally discriminate on the basis of race; color; gender; sex (including pregnancy); national origin; age; marital status; political or religious beliefs; physical or mental disabilities; genetic information; family, social, or cultural background; sexual orientation; veteran status; or any other classification set forth in federal, state, or municipality of Anchorage law relating to equal employment opportunity.

2. The submission of a bid constitutes certification that if awarded a contract with the District, the bidder shall fully comply with the requirements of paragraph I.1 above. This section of the Standard Contract Terms shall be deemed a part of the contract entered into by the successful bidder.

3. The successful bidder shall post in conspicuous places at its business operations a copy of this section, or notice setting forth the contents of this section, so that employees and job applicants are made aware of the protections against discrimination that this section provides.

    a. Minority Business Enterprises:

        The District requires adherence to the Anchorage Municipal Code, relating to Minority Business Enterprises and will monitor and implement these policies through the District's Equal Employment Opportunity Director (EEO).

    b. It is the policy of the District that socially and economically disadvantaged minority businesses located within the Municipality of Anchorage be afforded an equitable opportunity to participate in District contracts.

    c. Any appeal from a decision of the Equal Employment Opportunity Senior Director shall be to the Superintendent and, if not satisfied, to the Board.

## J. DRUG-FREE WORKPLACE: SAFETY, SECURITY AND CONDUCT

If Contractor conducts any work on District property, Contractor shall maintain pre-employment and employment practices designed to prevent the hiring and/or employment of individuals who use illegal drugs or individuals whose use of legal drugs (including alcohol) causes a potential for impaired or unsafe job performance. A Contractor's failure to do so constitutes a material breach of the contract. In addition, Contractor shall follow District requirements regarding site safety, security, accessibility, or any other procedural matters, including but not limited to the following requirements:

1. **Safety**. Contractor will be responsible for maintaining a safe work site and for working in a safe manner while on District property. The Contractor shall not leave any tools and/or equipment unattended or unsecured at any time. The Contractor shall conduct appropriate safety training for all employees.

2. **Security/Access**. The Contractor shall check in at the start of each day with the District's Project Manager or the supervisor at the building location where the Contractor is working, if requested by the District. All work outside of the hours of 7:00 a.m. – 4:30 p.m. and on weekends shall be coordinated with the District Project Manager. Any accidents, unusual incidents, or security issues should be reported immediately to the District's Risk Management office.

3. **Restrooms Facilities**. Use of student restrooms for any reason is forbidden.

4. **Individual Conduct**. The Contractor shall ensure that the behavior of its employees is appropriate for a school environment, including, but not limited to:

   a. There shall be no loud or profane language.
   b. Obscene signs, pictures, or logos will not be permitted on any equipment, material or clothing.
   c. Site parking regulations shall be adhered to and special arrangements coordinated through the District's Project Manager.
   d. All District buildings are tobacco free. All tobacco products are forbidden in District buildings.
   e. Illegal drug and alcohol consumption on District property is strictly forbidden.

   The District reserves the right to have any worker removed from a site, solely at the District's discretion.

## K. ACCESS AND RETENTION OF RECORDS

The Contractor agrees to provide the District or its authorized representatives access to any records necessary to determine contract compliance. The Contractor agrees to create and retain records supporting the Contractor's work for a period of three years after either the expiration or termination date of this contract or the conclusion of any claim, litigation or exception relating to this contract taken by the District or a third party.

## L. CONTINUING OBLIGATION OF CONTRACTOR

Notwithstanding the expiration date of the contract, the Contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have expired.

## M. INDEMNIFICATION

The Contractor shall indemnify, defend, and hold harmless the District from and against any and all claims of, or liability for, error, omission or negligent act of the Contractor under the contract or in any way arising from the contractor's performance of the work under the contract, breach of warranties set forth in the contract, or from any defect in equipment furnished by the Contractor. The Contractor shall not be required to indemnify the District for a claim of, or liability for, the independent negligence of the District. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the District, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "District," as used within this Section, including the board members, officers, employees, agents and other Contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the District's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.

## N. INSURANCE REQUIREMENTS

1. **General Requirements.** Without limiting the Contractor's indemnification, it is agreed that the Contractor shall maintain for the duration of the contract, at its cost and expense, the insurance required under this Section. Where specific limits are shown, they are minimum acceptable limits and if the Contractor's policy contains higher limits, the District will be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the District and must provide for a thirty (30) day prior notice of cancellation, nonrenewal or material change of conditions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of Contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21 and shall be with insurers having a Best's rating of no less the A-. The failure to supply satisfactory proof if insurance within the time required will cause the District to terminate this contract and/or to declare the Contractor non-responsible and to reject the Contractor's quote/offer. Proof of insurance is required for the following:

    a. **Commercial General Liability Insurance.** Covering all business premises and operations used by the Contractor in the performance of services under the contract with minimum coverage limits of $1,000,000 combined single limit per occurrence.

    b. **Commercial Automobile Liability Insurance.** Covering all vehicles used by the Contractor in the performance of work under this contract, including owned, non-owned and hired vehicles, with coverage limits of $1,000,000 combined single limit per occurrence, and including uninsured/underinsured motorist coverage with limits of $500,000 because of bodily injury to or death of one person in one accident, and, subject to the same limit for one person, $1,000,000 because of bodily injury to or death of two or more persons in one accident.

    c. **Workers' Compensation Insurance.** Contractor shall provide and maintain for all employees engaged in work under this contract coverage as required by AS 23.30.045; and, where applicable, any other statutory obligations including, but not limited to, Federal U.S.L. & H. and Jones Act requirements. Contractor shall comply with all applicable provisions of the Alaska Workers' Compensation Act, AS 23.20.010 et seq., while performing work for the District and for the entire term of this contract and any renewal of this contract.

2. **Certificates of Insurance.** Certificates of Insurance shall be in the name of the ANCHORAGE SCHOOL DISTRICT.

3. **Waiver of Subrogation.** Waivers of subrogation shall be required on the General Liability, Workers Compensation and Auto Liability.

4. **Additional Insured Status.** The policies of the insurance required under this Section, with the exception of workers' compensation insurance policies, shall name the District as an additional insured.

5. **Additional Requirements.** The Contractor shall notify the District immediately of any material changes in its insurance policies, such as changes in limits, coverages, and change in status of any policy. The Contractor shall furnish the District with a copy of each notice of renewal of the insurance policies required so long as this contract is in effect.

## O. PATENT AND COPYRIGHT PROTECTION

1. **Third Party Claim.** In the event of any claim by any third party against the District that the products or services furnished under this contract infringe upon or violate any patent or copyright, the District shall

promptly notify Contractor. Contractor shall defend such claim, in the District's name or its own name, as appropriate, but at Contractor's expense. Contractor will indemnify and hold the District harmless from and against all costs, damages and attorney's fees that accrue as a result of such claim. If the District reasonably concludes that its interests are not being properly protected, or if principles of governmental or public law are involved, it may enter any action in its sole discretion. The contractor shall have no obligation with respect to any such claim based upon the District's modification of the product.

2. **Subject of Claim.** If any product or service furnished under this contract is likely to or does become the subject of a claim of infringement of a patent or copyright, then Contractor may, at its option, procure for the District the right to continue using the alleged infringing product or service, or modify or replace the product or service so that it becomes non-infringing. If none of the above options can be accomplished, or if the use of such product or service by the District shall be prevented by injunction, the District will determine if the contract has been breached.

## P. RISK OF LOSS OR DAMAGE

Prior to the date that the District accepts any machines or other equipment or products furnished by the Contractor, the Contractor and its insurers relieve the District of responsibility for all risk of loss of, or damage to, the machines and other equipment. Upon acceptance by the District, all risk of loss of, or damage to, such machines and equipment shall be on the District, except to the extent of the contractor's warranty and other express obligations under the contract.

## Q. LIMITATION ON DISTRICT LIABILITY

IN NO EVENT SHALL THE DISTRICT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, LOST PROFITS, EXEMPLARY OR LIFE EXPECTANCY DAMAGES ARISING OUT OF THIS CONTRACT.

## R. CHANGE MANAGEMENT

1. The District may modify this contract at any time without notice to any surety and make changes within the general scope of this contract, by written amendment, executed by the parties and their signatories hereto.

2. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the District shall make an equitable adjustment in the: (1) price, performance or completion schedule, or both; and (2) other affected terms, and shall modify the contract accordingly. Both the District and the Contractor shall evidence their acceptance of a Change Order by signature of their respective Project Managers upon the Change Order.

3. The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the District decides that the facts justify it, the District may receive and act upon a proposal submitted before final payment of the contract. No claim by the Contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract. In no event shall the District be liable to the Contractor for additional compensation for any alleged change to the work for which the District has not agreed to and signed a Change Order.

4. Any adjustment in contract price pursuant to this provision shall be determined in accordance with the Price Adjustments provision of this contract.

5. Failure to agree to any adjustment shall be resolved in accordance with the Disputes provision of this contract. However, failure to agree to an adjustment shall not excuse the Contractor from proceeding with the contract as changed. By proceeding with the work, the Contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

## S. TERMINATION FOR CONVENIENCE

The District may terminate a contract, or a portion thereof, whenever it is in the District's best interest to do so, with a ten (10) day written notice. In such instance, the District will assume responsibility for all financial commitments made prior to notice of termination. Any property, publications or materials provided during or resulting from the contract shall be the property of the District.

## T. TERMINATION FOR DEFAULT

The District may terminate a contract whenever the contractor defaults in the performance of the contract in accordance with its terms. In such an instance, the Contractor is liable for all expenses he/she has incurred under the contract. Any materials provided during or resulting from the contract shall be the property of the District.

## U. WAIVER OF BREACH

No failure by the District to enforce any provisions hereof after any event of breach shall be deemed a waiver of its rights with regard to that event, or any subsequent event. No express failure of any event of breach shall be deemed a waiver of any provision hereof. No such failure or waiver shall be deemed a waiver of the right of the District to enforce each and all of the provisions hereof upon any further or other breach on the part of the Contractor.

## V. TRANSITION ASSISTANCE

If this contract is not renewed at the end of this term, or is terminated prior to the completion of a project, or if the work on a project is terminated, for any reason, the Contractor shall provide, for a reasonable period of time after the expiration or termination of the project or this contract, all reasonable transition assistance requested by the District, to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the District or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this contract, except for those terms or conditions that do not reasonably apply to such transition assistance. The District shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by the contract. If there are no established contract rates, then the rate shall be mutually agreed upon. If the District terminates a project or this contract for cause, then the District will be entitled to offset the cost of paying the Contractor for the additional resources the Contractor utilized in providing transition assistance with any damages the District may have otherwise accrued as a result of said termination.

## W. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

The District reserves the right to assign all or any part of its interests under the contract. Contractor may not assign any part of its rights or obligations under a contract without the prior written approval of the District. Specifically, a Contractor may not transfer, pledge, or assign funds or the right to receive funds due or to become due under this Contract, in whole or in part, without the prior written consent of the District. Any such transfer, pledge or assignment by the Contractor which is not approved by the District is invalid, and shall in addition constitute an event of default under the contract. The Contractor shall be responsible to the District for the acts and omissions of all Subcontractors or agents and of persons directly or indirectly employed by such Subcontractors, and for the acts and omissions of persons employed directly by the Contractor.

## X. FORCE MAJEURE

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required under the contract by reason or strikes, lock-outs, labor troubles, failure of power, riots, insurrection, war or other reasons of a like nature, not the fault of the party delayed in performing work or doing acts required under the terms of the contract, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

## Y. DISSEMINATION OF INFORMATION

All reports, information, or data, prepared or assembled by the selected bidder under the contract, are confidential and the selected bidder agrees that said reports, information or data shall not be made available to any individual or organization without the prior written approval of the District. In addition, the District may disclose certain information to bidder and bidder may have access to certain information that is not generally known to others and is confidential. Bidder agrees not to use or disclose to any third party, except in the performance of services hereunder, any such confidential information. Bidder further agrees to cause its employees and Subcontractors to undertake the same obligations of confidentiality. These provisions shall survive termination of the contract.

## Z. SEVERABILITY

If any term or provision of the contract or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this contract, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this contract shall be valid and be enforced to the fullest extent permitted by law.

## AA. DISPUTES

The contract and any disputes arising out of the contract shall be governed by the laws of the State of Alaska. The parties agree that any appeal of an administrative decision or any original action to enforce any provision of the contract, or to obtain relief from or remedy in connection with the contract, may be brought only in the federal district court for the District of Alaska or the state courts for the Third Judicial District, State of Alaska, at Anchorage.

## BB. CONTRACT FUNDING: NON-APPROPRIATION

The contract is contingent upon funding. No financial obligation beyond a current District fiscal year shall exist under the contract unless and until an appropriation of funds to be expended on the contract for the following fiscal year is made by the Anchorage School Board. In the event that the School Board does not appropriate funds, or appropriates insufficient funds for the following fiscal year, the District shall notify the Contractor and the contract shall terminate on the last day of the preceding fiscal year, or on the date when appropriated funds for the contract are exhausted. Under no event shall the District be financially obligated to the Contractor in any way beyond amounts appropriated by the School Board.

## CC. OCCUPATIONAL SAFETY AND HEALTH WARRANTY

Bidder, if awarded a contract, warrants that the products sold or services rendered to the buyer 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, Pub. L. 91-596). In the event the product sold does not conform to the OSHA standards and/or regulations, the buyer may return the product for correction or replacement at seller's option and at the seller's expense. Services performed by the seller which do not conform to the OSHA standards

and/or regulations must be corrected by seller at seller's expense or by buyer at seller's expense in the event seller fails to make the appropriate correction within a reasonable time.

## DD. HOLD HARMLESS

Bidders shall defend and hold the District, its officers, employees, agents and insurers harmless from any and all claims arising from the use or consumption of product provided by bidder unless bidder can establish that such claims arise from the District's improper handling, storage, or use of the product.

**END OF SECTION IV**

**ATTACHMENT A**
**SIGNATURE PAGE/SUBMITTAL FORM**

**This form must be returned with the bid.**

We the undersigned, in accordance with: Invitation to Bid No. ITB 2027-508, hereby submit our bid.

---

**We the undersigned, certify the products bid are not produced in a facility that processes nut related items.**

---

**Any order(s) placed as a result of this ITB requires delivery within 6 weeks ARO, UNLESS OTHERWISE SPECIFIED ON THE SPECIFICATIONS/BID FORM(S) (QUANTITY).**

Please indicate delivery days ARO: _____

---

Addendum Number(s) _____ is/are hereby acknowledged.

---

FOR BIDDERS USE ONLY
PLEASE COMPLETE ALL APPROPRIATE INFORMATION

DATE: _____

BIDDER: _____

MAILING ADDRESS: _____

CITY/STATE/ZIP: _____

PHYSICAL BUSINESS ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE NO.: _____

FAX NO.: _____

EMAIL ADDRESS: _____

FEDERAL TAX ID NO.: _____

ALASKA BUSINESS LICENSE NO.: _____

BIDDER SIGNATURE: _____

PRINTED NAME: _____

PRINTED TITLE: _____

# ATTACHMENT B
# BIDDER'S CHECKLIST

## INSTRUCTIONS

### A. GENERAL

Bidders are advised that, notwithstanding any instructions or implications elsewhere in this ITB, only the documents shown and detailed on this Checklist need to be submitted with and made part of their bid. Other documents may be required to be submitted after bid opening, but prior to award. Bidders are hereby advised that failure to submit the documents shown and detailed on this Checklist may be justification for rendering the bid non-responsive.

### B. REQUIRED DOCUMENTS FOR BID SUBMISSION

1. Attachment A, Signature Page/Submittal Form (consisting of 1 page) must be signed.

2. Attachment D, Specifications/Bid Form(s) (consisting of 1 page).

3. Erasures and/or other corrections made to the Specifications/Bid Form(s) must be initialed by the person signing the bid.

4. All addenda issued shall be acknowledged by signing each addendum and submitting prior to the bid opening, or by indicating acknowledgement in the space provided on the Signature Page/Submittal Form - Attachment A.

### C. REQUIRED DOCUMENTS FROM APPARENT LOW BIDDER(S) TO BE SUBMITTED WITHIN THREE (3) CALENDAR DAYS FROM NOTIFICATION BY THE PURCHASING DEPARTMENT

1. Attachment C, Non-Collusion Certification (consisting of 1 page) must be signed.

2. Any other information deemed necessary by the Purchasing Senior Director or their designee.

**ATTACHMENT C**
**NON-COLLUSION CERTIFICATION**

I, _____ of _____
(Firm Name)

being duly sworn, do depose and state:

a) the prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices bid;

b) the prices in this bid 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,

c) no attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition; and

d) that the bidder has not otherwise, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bids in connection with such contract.

_____
(Signature)

_____
(Title)

_____
(Business Name)

_____
(Date)