

Anchorage School District

Educating All Students for Success in Life

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

REQUEST FOR QUOTATION

THIS IS NOT AN ORDER

Show the following on the outside of the		
offer envelope OR email subject line:	DATE ISSUED:	DUE: Prior to 1:00 p.m., Local Time
RFQ 2024-712 GROUND BEEF	February 15, 2024	DATE: February 22, 2024

The Anchorage School District (referred to as the "District") invites offers from qualified vendors to provide GROUND BEEF, in accordance with the following documents that are a part of this RFQ 2024-712:

Section	Title	Pages
Cover Page	Request for Quotation	Consisting of 1 page
Section I	Instructions to Offerors	Consisting of 6 pages
Section II	Specifications/Scope of Service	Consisting of 5 pages
Attachment A	Signature Page	Consisting of 1 page
Attachment B	Offeror's Checklist	Consisting of 1 page
Attachment C	Specification/Offer Form(s)	Consisting of 1 page

AVAILABILITY OF RFQ:

This Request for Quotation (.pdf) is available electronically at the District's Purchasing website: www.asdk12.org/purchasing/.

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 not apply.

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/2024/2024-712.xlsx

SECTION I INSTRUCTIONS TO OFFERORS

A. GENERAL REQUIREMENTS

This solicitation is a REQUEST FOR QUOTATION (referred to as "RFQ") 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. Offerors should read this RFQ and review all instructions contained herein. Incomplete or incorrect offers may be rejected as not conforming to the essential requirements of this RFQ. Offers submitted on other than the prescribed forms contained in this RFQ may be rejected. Offerors may copy the forms contained in the RFQ for use in their offers; however, substitute forms or formats are unacceptable.

B. EXAMINATION OF CONTRACT DOCUMENTS

Offerors should read this RFQ and review all instructions contained herein. The submission of an offer shall constitute acknowledgement that the offeror has thoroughly examined and is familiar with the solicitation documents.

C. DEBARMENT AND SUSPENSION

Offerors 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. Offerors 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. Offerors may access the Excluded Parties List System at www.sam.gov.

D. CONFLICT OF INTEREST

The Contractor agrees to certify that Anchorage School District employees, School Board members, or a member of their household are not in conflict of interest with the contract and Board Policy as stated in Board Policy 3311, Administrative Regulation 3311.1(E).1.

E. FIRM OFFER

Offers made in response to this RFQ must be good and firm for a period of 90 calendar days from the date specified for submittal of offers.

F. WITHDRAWAL OF OFFERS

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

G. AVAILABILITY OF FUNDS

Awards are contingent upon the availability of funds.

H. FEDERAL EXCISE TAXES

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

I. PRICING AND PAYMENT

- 1. All prices shall be net and FOB Destination. In the case of discrepancy in the extended price calculation(s), the unit price(s) will prevail.
- 2. Price includes delivery, assembly, placement of furniture in the designated rooms within the school, and off-site disposal of all packing material.
- 3. Payment will be made within 30 days after acceptance by the District. The District reserves the right to exercise a 10 day inspection period upon receipt, prior to acceptance. The District will provide notification(s), in writing, of any product not meeting the specifications contained herein. Any product determined to not meet the required specifications will be returned to the successful offeror, at no additional cost to the District and/or replaced with a product which meets or exceeds the required specifications. A successful offeror's failure to furnish a product that does not meet or exceed the required specification may be found in default, and their award may be cancelled in part or in whole, as determined by the District. Official acceptance shall be determined after an inspection of the product.
- 4. All prices shall be stated in U.S. dollars.

J. DELIVERY REQUIREMENTS

- 1. Delivery of all items shall be according to the delivery time as stated by the offeror on the Specifications/Offer Form. Any undelivered item(s) may be cancelled. Offerors shall state in their offer the anticipated delivery time after receipt of order. The time of anticipated delivery must be stated in definite terms.
- 2. All deliveries shall be FOB Destination Student Nutrition Department,1307 Labar Street, Anchorage, Alaska 99515 and labeled as follows:

Shipper's Name:		
Purchase Order Number:		
Carton Number:	of	

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

- 3. Orders must be shipped as available until complete.
- 4. All shipments shall be packaged to safeguard the property from damage. Any shipments delivered in a van/container must be clearly marked with the appropriate District purchase order number and palletized and wrapped/banded. 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. It is the responsibility of the vendor 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 cart number(s) (for example, 1 of 4).
- 6. Shipments not conforming to the above requirements may, at the sole discretion of the District, result in delay of receipt and payment.

K. QUESTIONS; METHOD FOR CLARIFICATION

Any offeror in doubt as to the true meaning of any part of this RFQ may submit to the District a written request for an interpretation thereof. Questions must be received by the District's Purchasing Department no later than three (3) calendar days prior to the date set for the submission of offers. Oral questions cannot be answered and are not binding for this RFQ. Questions can be submitted as follows:

Reference: RFQ 2024-712 GROUND BEEF

Email: purchasing@asdk12.org

[OR fax: Anchorage School District Purchasing Department @ 907-243-6293]

Attn: Sylvia Smith, Purchasing Agent

L. SUBMISSION OF OFFERS

- Complete offers 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 RFQ. It
 is the responsibility of the offeror to ensure that their complete offer and acknowledgement of subsequent
 addenda, if any, are in the office of the Purchasing Department prior to the time of the scheduled offer
 opening.
- 2. Offerors should be aware that addenda may be issued for this RFQ. It is the offeror's responsibility to ascertain if addenda have been issued by checking the District's Purchasing website: https://www.asdk12.org/Page/5417.
- 3. No oral change or interpretation of the provisions contained in this RFQ is valid. Written addenda may be issued when changes, clarifications, or amendments to offer documents are deemed necessary by the District.
- 4. The Signature Page (Attachment A) must be completed and signed by an authorized representative of the firm submitting the offer. Additional information requested in this RFQ shall be submitted as indicated on the Offeror's Checklist (Attachment B).
- 5. Offers may be submitted by mail or via email. Offers submitted by mail must be sent to the address provided in the header of the Cover Page of this document and must also reference RFQ 2024-712 GROUND BEEF on the outside of the envelope. Offers submitted via email must be sent to purchasing@asdk12.org and reference RFQ 2024-712 GROUND BEEF in the email Subject line.

M. RIGHT OF REJECTION AND CLARIFICATION

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

N. REQUEST FOR ADDITIONAL INFORMATION

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

O. DISTRICT NOT RESPONSIBLE FOR PREPARATION COSTS

The District will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any offer. The District shall not be liable for any cost incurred by an offeror 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: offer preparation costs and other costs, including attorney fees associated with any challenge (administrative, judicial or otherwise) to the determination of the lowest responsive, responsible offeror and/or award of contract and/or rejection of offers. By submitting an offer, each offeror agrees to be bound in this respect and waives all claims to such costs and fees.

P. PROTEST AND APPEAL PROCESS FOR AGGRIEVED OFFERORS

- 1. An interested party may protest a solicitation or a proposed award of a contract in accordance with Board Policy 3311, Administrative Regulation 3311.1(c).1. All protests must conform to the submission requirements established therein.
- 2. A protest as to the specifications and/or terms and conditions of a solicitation must be received by the Purchasing Senior Director as least five (5) calendar days prior to the due date of the offer; failure to protest as provided herein constitutes a waiver of any objection to the solicitation.
- 3. Protest of any proposed award must be received by the Purchasing Senior Director within three (3) business days after issuance of the notice of intent to award.
- 4. Any appeal of a denied protest shall be performed in accordance with Board Policy 3311, Administrative Regulation 3311.1(c).1.
- 5. This procedure is not applicable to purchases under \$25,000.

Q. 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.

R. PUBLIC RECORDS CLAUSE

This RFQ and the resulting offers received, together with copies of all documents pertaining to the award of a contract, will be kept by the Purchasing Department and made part of the record which will be open to public inspection. If an offer contains any information which is proprietary or confidential, each page of the offer containing such information must be clearly marked. Cost or price information will be open to public inspection.

S. NONDISCRIMINATION

- 1. No bidder/offeror 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 offer or proposal constitutes certification that if awarded a contract with the District, the offeror or offeror shall fully comply with the requirements of paragraph 1. above. This section of the Instructions to Offerors shall be deemed a part of the contract entered into by the successful bidder/offeror.

3. The successful bidder/offeror 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.

4. 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).

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

T. ALASKA BUSINESS LICENSE

The selected offeror must provide the District with the offeror's Alaska business license number prior to award. Offerors 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.

U. LOCAL PREFERENCE - NOT APPLICABLE TO SOLICITATION/CONTRACT

V. BRAND - NOT APPLICABLE TO SOLICITATION/CONTRACT

W. ASSIGNMENT

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

X. WARRANTY - NOT APPLICABLE TO SOLICITATION/CONTRACT

Y. OCCUPATIONAL SAFETY AND HEALTH WARRANTY

Offeror, if awarded a contract, warrants that the products sold or services rendered to the District 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, pl 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.

Z. 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

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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.

AA.HOLD HARMLESS

Offerors 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 offeror unless offeror can establish that such claims arise from the District's improper handling, storage, or use of the product.

BB.TERMINATION

- 1. By Default of the Contractor. 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.
- 2. For the Convenience of the District. 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.

END OF SECTION

SECTION II SPECIFICATIONS/SCOPE OF SERVICE

A. PRODUCTS

- 1. All products must be in compliance with 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/Offer 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 offer. The product shall be readily identifiable as the brand and product ID number offer 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 offer. When increasing quantities, all offer prices shall be as originally offered for the ninety (90) day period after the original offer due date.
- 2. Offerors must state on their offer any change of pack size due to manufacturer's unit packing requirements for items that they are offering. In the event an Offeror does not specify his/her unit pack, the District will assume the Offeror is offering the unit pack as specified in the RFQ and shall require delivery of the quantities specified.

3. If the Offeror elects to specify a minimum order quantity, it shall be so stated on their offer. 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 Purchase Order issued by the District's Purchasing Department.
- 2. If the total quantity cannot be delivered, a partial delivery must be authorized in advance by the Student Nutrition Senior Director or their designee. If a partial delivery is authorized, satisfactory arrangements must be made for delivery of the remaining order.

F. INVOICING AND PAYMENT

- 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 RFQ shall not be listed on the same invoice with items not covered by this contract.
- 3. Payment will be made within 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

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- 1. The District's deliveries are "as required." Offerors shall state 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 be made no more than 30 days after receipt of order. Deliveries beyond 30 days 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:

Student Nutrition Warehouse
1307 Labar Street
Anchorage, AK 99515-3517
Shipper's Name:
Shipper's Name:Purchase Order Number:
* *

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. <u>All deliveries to the Student Nutrition Warehouse shall be prearranged and by appointment only.</u> Deliveries will be scheduled between the hours of 7:30 a.m. and 3:00 p.m. Monday through Friday. Please contact Bob Schwarz, 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 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 Warehouse Foreman or their designee.

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

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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. OFFEROR/CONTRACTOR FACILITIES SITE VISITS

Prior to any award issued as a result of this RFQ, 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 Offeror/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 RFQ and must be purposed for

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- 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 RFQ. 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 RFQ 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 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

ATTACHMENT A SIGNATURE PAGE

This form must be returned with the submission/offer.

We the undersigned, in accordance with RFQ 2024-712 GROUND BEEF, hereby submit our offer.
Any order(s) placed as a result of this RFQ requires delivery within 30 days ARO. Please indicate delivery days ARO:
Addendum Number(s) is/are hereby acknowledged.
FOR OFFERORS USE ONLY PLEASE COMPLETE ALL APPROPRIATE INFORMATION
Date:
Offeror:
Mailing Address:
City/State/Zip:
Physical Business Address:
City/State/Zip:
Telephone Number:
Fax Number:
Email Address:
Federal Tax ID Number:
Alaska Business License Number:
Offeror Signature:
Printed Name:
Printed Title:

ATTACHMENT B OFFEROR'S CHECKLIST

INSTRUCTIONS

A. GENERAL

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

B. REQUIRED DOCUMENTS FOR OFFER SUBMISSION

- 1. Attachment A, Signature Page must be manually or electronically signed
- 2. Attachment C, Specifications/Offer Form(s) (consisting of 1 page).
- 3. Erasures and/or other corrections made to the Specifications/Offer Form(s) must be initialed by the person signing the offer.
- 4. All addenda issued shall be acknowledged by manually or electronically signing each addendum and submitting prior to the offer opening, or by indicating acknowledgement in the space provided on the Signature Page Attachment A.

C.	REQUIRED	DOCUM	IENTS I	FROM	APPARI	ENT	LOW	OFFEROR	TO	\mathbf{BE}	SUBMI	ľΤED
	WITHIN TH	HREE (3)	CALEN	DAR D	AYS FR	OM N	OTIF	ICATION I	BY TE	HE P	URCHA	SING
	DEPARTME	NT										

A	any ini	tormat	tion (leemed	necessary	by '	the	Purc	hasıng	Senior	Dire	ctor	or t	heir	desigr	ıee

Item Number	Qty	Units	Description	Unit Price	Extended Price
1	10000	LB	90/10 GROUND BEEF	\$	\$
			4/10 LB. TUBES		