

# North Slope Borough School Nutrition Program **REQUEST FOR PROPOSAL**

**REQUEST includes –FRESH FRUIT and Vegetables  
2023-2024 School Year**

## **Food Service Program**

Bids must be submitted online or by mail if mailed postmark must be on or before **April 7th, 2023**.

If emailing in please email to the following:

[Bernadette.fischer@nsbsd.org](mailto:Bernadette.fischer@nsbsd.org)

If mailing please mail to the following:

North Slope Borough School District  
C/O Bernadette Fischer Dir. of M&O  
P. O. Box 455  
Utqiagvik, AK 99723

Bidder is responsible for timely submission of bid and proof there of if questioned.

To receive consideration your bid must be uploaded on or before **April 7th, 2023 at 4:00 pm.**

In accordance with Federal Law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age and disability. To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

## **Terms, Conditions & Specifications**

North Slope Borough School District (NSBSD) is soliciting bids for DRY/CANNED /FROZEN/FRESH /NON –FOOD PRODUCT to be used in the School Nutrition Program (SNP) for the 2023-2024 school year. The successful bidder must supply all items specified on the product bid sheet for each of the eight (8) North Slope’s schools with a student population of approximately 2,050. **The contract term for this award is July 1, 2023 through June 30, 2024.**

Please complete the attached **Product Bid Sheet** for the North Slope Borough School District and **Bid Transmittal Form, the Lobbying Certification, and Certification Regarding Debarment, Suspension, and the Contract.**

**Bid Specifications:**

- North Slope Borough School District is not responsible for any costs to the bidders for preparation of this bid.
- The deadline for this bid is **April 7th, at 4:00 pm.**
- Submit your bids in writing or email or mail to NSBSD C/O Bernadette Fischer Dir. of M&O @ P. O. Box 455 Utqiagvik, AK 99723 or by email to [Bernadette.fischer@nsbsd.org](mailto:Bernadette.fischer@nsbsd.org)  
NOTE: Bidder is responsible for timely submission of bid and proof thereof if questioned.
- Bids will be evaluated by the Committee using the Scoring Rubric included in this RFP.
- The highest scoring bidder will be notified of Intent to Award.
- No award is final until approved by the NSBSD School Board.

The Product Bid Sheet is to be filled in by each bidder. Differences in product being bid and specifications stated on product sheets must be noted. Specifications that need to be noted may include but are not limited to: CN labeling, sodium content, WGR, and nutritional standards meeting child nutrition program requirements.

PLEASE NOTE: Quantities listed are projections only, and will vary. There is no guarantee that all items listed will be purchased; menus will be finalized based on cost of food, student enrollment, and the NSBSD 2024 FY budget. It is projected that NSBSD will develop a four (4) week lunch and three (3) week breakfast menu cycle, for a student population of approximately 2,050.

**Terms and Conditions:**

- The pricing shall include prepaid shipping to each village assuming the USPS bypass mail rate. All shipping cost must be calculated into price quoted on specifications sheets. Shipping requirements must be specified by bidder.
- If shipping goes by another method that is not bypass, vendor may invoice NSBSD for the actual shipping cost, less the bypass rate.
- The vendor shall be responsible for any and all lost or damaged merchandise until receipt by representative of the stated destination.
- All food is subject to inspection upon arrival. Any product failing to meet the bid specifications or found otherwise unsatisfactory may be returned at the vendor’s expense.

The successful bidder will be required to label each piece of freight separately with a label to include the following:

- The name of the school
- The school’s complete address as supplied below
- Purchase Order Number
- Attention: KITCHEN/ Principal

**Orders are FOB destination. For bid price, offeror can assume that every order will be eligible for**  
 The products will be shipped directly to each of NSBSD’s six (6) schools at various times during the school year NSBSD’s schools are:

**Fresh Fruit and Vegetable Air Freight from BARROW, AK:**

**IKP**-Fred Ipalook Elementary  
PO Box 450  
Utqiagvik, AK 99723

**KAK**-Harold Kaveolook School  
PO Box 20  
Kaktovik, AK 99747

**AIN**-Alak School  
PO Box 10  
Wainwright, AK 99782

**ATQ**-Meade River School  
PO Box 91030  
Atkasuk, AK 9979

**PIZ**-Kali School  
PO Box 59077  
Point Lay, AK 99759

**Fresh Fruit and Vegetable Air Freight from Kotzebue, AK:**

**PHO**-Tikigaq School  
PO Box 148  
Point Hope, AK 99766

**Fresh Fruit and Vegetable Air Freight from Fairbanks, AK:**

**AKP**-Nunamiut School  
PO Box 21029  
Anaktuvuk Pass, AK 99721

**HAZMAT items- for bid price, all offerors should bid the price including the freight to get the HAZMAT materials from their location to the air carriers in Anchorage. Do not include in your bid the cost of delivery from Anchorage to the village.** During the school year the offeror can invoice NSBSD for the HAZMAT freight cost from Anchorage to the village.

If an offeror is unable to successfully ship HAZMAT items to the schools this may be grounds for contract termination.

**SPECIFY LEAD TIME:** In your proposal please specify in your lead time in days from receipt of order until the food is released to the air carriers in Anchorage. The lead time is part of our evaluation.

**CN LABELS:** For all foods on the lists with the identifier 'CN label', Child Nutrition (CN) labels will be required. In the absence of a CN label, a 'Manufacturer's Analysis' may be accepted. However, products with CN Labels are preferred over products with a Manufacturer's Analysis.

**NUTRITIONAL SPECIFICATION /MATERIAL SAFETY DATA SHEETS:** Successful bidder will be required to provide Nutritional Specification Sheets and Material Safety Data Sheets for each item bid and purchased.

**LIQUIDATED DAMAGES AND RIGHT OF OFFSET**

Liquidated damages will not apply for the FY24 food service contract.

# **PRODUCT BID SHEET- EQUIVALENCY REQUIREMENT**

All “Line Item” bids must be for a specific price for the unit of measure specified for that item. The offeror is responsible for clearly noting any differences in proposed packaging and/or units of measure in the bid response, and the offeror shall adjust the projected need as to come up with an equivalent total so all bids are comparable.

## **STANDARD TERMS AND CONDITIONS**

### **A. Scope and Purpose**

It is the intent of the SFA (“North Slope Borough School District”) to contract with an interested party or parties for the purchase of freeze / fresh / for the students of North Slope Borough School District.

The section titles contained in this General Terms and Conditions document are for convenience and reference only, and in no way define, describe, extend, or limit the scope or intent of the provisions of any section of this document.

Unless otherwise stated, any listing of factors or criteria in this document does not constitute an order of preference or importance.

The term “Contract,” as used in this document, means the comprehensive collection of:

- (1) this General Terms and Conditions document, including any attachments and or amendments thereto,
- (2) the Item Specifications included in the RFP and any subsequent addenda thereto, the offeror’s signed Bid Certification, which must be completed, signed by an authorized representative of the offering entity, and returned with the offeror’s response, along with this ENTIRE Terms and Conditions document and all other forms and information collection pages included with this RFP,
- (3) the offeror’s response to the RFP,
- (4) the Contract,
- (5) any additional terms, conditions, or instructions issued by the SFA.

Collectively, these documents represent the entire agreement between the parties.

### **B. Contract Time Period**

The time period for purchases covered by a Contract resulting from an award under this RFP is one year for the period of July 1, 2023 through June 30, 2024. There will be no extensions.

The transfer, assignment, or subcontracting of contracts is prohibited, and the offeror agrees not to sell, assign, transfer, convey, or subcontract any portion of this contract resulting from this RFP without the prior written consent of the SFA.

### **C. Addendum**

In the event any changes to this RFP occur subsequent to the mailing or other delivery of the original RFP, the changes or corrections to this Bid request will be made by addendum, and any updated information contained in any addendum will prevail over the information contained in the original RFP or any previous addendum. Each addendum will be mailed to all entities that are known to have received a copy of this RFP. The SFA is the sole authority for the issuance of any addendum related to this RFP. Any communications from any person or entity other than the SFA regarding any matters related to this bid are invalid and will have no influence on this RFP.

Each addendum must be acknowledged on the acknowledgement form provided with the addendum. Any required acknowledgement form must be submitted along with the submission of any bid response.

#### **D. Specifications**

Catalog numbers, brand names, or manufacturer's product or reference numbers used in the item specifications are intended to be descriptive, not restrictive. These references, as well as "approved brands" listed, are intended to identify and indicate the type of product being sought, and establish the level of quality desired. If any conflict exists in the item specifications between the product descriptions and any brand names or model or reference numbers used, the product descriptions will override the brand names or product number references.

In most cases, bids on brands of equivalent nature and quality will be considered, provided they are regularly produced products from a reputable manufacturer. However, in some cases, the SFA may find it advantageous to standardize equipment and/or supplies by manufacturer in order to achieve efficiencies in procurement, repair, and operation, to match existing stock, or to satisfy other requirements. In these cases, preferences will be given to the specific products identified as "approved brands" especially if all other evaluation factors are deemed to be equal. For this reason, where specific brands or products are identified, it is preferable for the offeror to propose the exact item specified, in addition to an alternate brand or model where desired.

All bids must identify the manufacturer, brand, portion size, etc. of the product being offered. **"Pre-Approved Equal"** Brands may be allowed where indicated. To offer "Pre-Approved Equal" items rather than any "approved brand" specified, the offeror must supply a complete description and sufficient data for the SFA to properly analyze the product being compared like a Product Manufacturer's Analysis sheet if not a CN Labeled item. Samples may be requested for items other than "approved brands". These "Pre-Approved Equal" brands must be approved by the SFA **before** the bid opening. The SFA reserves the right to reject any brand submitted if the SFA does not have sufficient information or time to conduct taste-testing in order to deem the product as a "Pre-approved Equal".

If the offeror fails to identify the manufacturer, brand, portion size, etc. for any item included in the bid, the SFA will assume the offeror is proposing **the exact brand/product and portion size identified in the specification**, and if awarded, the offeror will be required to furnish the **exact brand names, portion sizes, etc. as specified. Substitutions will not be allowed.**

The apparent silence of the specifications as to any detail or the apparent omission from any specification of a detailed description concerning any point shall be regarded as meaning that only the best communication practices shall prevail. All interpretations of the specifications shall be made on the basis of this statement.

\*If you discover or suspect error in the item specifications in this RFP, please note it as part of your bid response.

#### **General Specification Provisions:**

##### **1. Quantities**

Quantities reflected in this RFP are estimates based on the combined projected needs for the SFA during the contract period. Quantities are the best estimate of anticipated needs available at the time of publication of this RFP, but the accuracy of this estimate of these quantities may be affected by numerous factors including but not limited to, budgetary adjustments, availability of Federal funds or other subsidies, changing market forces, or unintentional errors or omissions. Actual needs may be greater or less than the estimated quantities provided.

## **2. Packaging**

Unless otherwise provided for in this RFP, all products supplied under any Contract resulting from this RFP must be packaged in containers that are new, appropriately designed for the products involved, and sturdy enough to protect the products involved in loading, transit, unloading, and storage.

## **3. Pricing**

All "Line Item" bids must be for a specific price for the unit of measure specified for that item. The offeror is responsible for clearly noting any differences in proposed packaging and/or units of measure in the bid response, and the offeror shall adjust the projected need as to come up with an equivalent total so all bids are comparable.

In cases where another price is requested for comparison purposes (e.g., "portion price" or "price per ounce"), such price is for comparison purposes only. Purchases will be made in the increments of the unit of measure specified. In the case of any discrepancy or error in comparison price calculations, the price for the unit of measure specified will prevail. Excessive errors in comparison price calculations will be sufficient grounds for rejection of the entire bid.

"Discount from Catalog" RFPs requires a single discount percentage to be applied to all items in the offeror's published catalog, which must be supplied with the bid response.

Allowable costs will be paid from the nonprofit school food service account to the offeror/contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the SFA. The offeror/contractor agrees to fully disclose all discounts, rebates, allowances, and incentives received by the Company from its suppliers. If the offeror/contractor receives a discount, rebate, allowance, or incentive from any supplier, the offeror/contractor must disclose and return to the North Slope Borough School District the full amount of the discount, rebate, or applicable credit that is received based on the purchases made on behalf of the North Slope Borough School District. All discounts, rebates, allowances, and incentives must be returned to the North Slope Borough School District during a mutually agreed upon timeframe that is beneficial to the School District.

**"Cost Plus" bids will not be accepted.**

Proposed prices must be firm for the entire contract period of July 1, 2023-June 30, 2024.

If during the term of the Contract, a successful offeror's net prices to any or all of its other customers in similar market circumstances for any of the same items awarded under this RFP are reduced below the contracted price, it is understood and agreed that the benefits of such price reduction shall be extended to the SFA.

## **4. Delivery and Transportation**

The offeror must specify their lead time in days from receipt of a Purchase Order until the order is in Anchorage and released to the air carriers for final delivery to the NSBSD villages. The vendor must immediately notify the SFA, by telephone and/or fax, if any delays occur. The SFA will have the option to cancel the order if unable to accept the delay. At the discretion of the SFA, items received

after the due date, for which the SFA has not been notified regarding the delay, may be returned at the vendor's expense with no penalty to the SFA.

Repeated failure to meet the lead time will constitute a breach of Contract by the vendor, and may result in the initiation of actions covered in this General Terms and Conditions document entitled "Remedies for Non-Performance of Contract", and "Contract Termination" and the associated financial impacts attached thereto, as well as jeopardize any future business from the SFA.

All freight, delivery, and handling charges are the responsibility of the offeror, and all bid prices must be quoted freight prepaid, F.O.B. destination, and shall include all freight, delivery, and handling charges, including unloading and inside deliveries where required. Offerors can assume for their bid pricing that orders will be shipped from Anchorage to the villages with USPS bypass mail. If an order does not meet the requirements of bypass mail, the offeror may invoice NSBSD for the freight from Anchorage to the NSBSD school site. For all HAZMAT items offeror can invoice NSBSD for the HAZMAT freight cost from Anchorage to the village.

Cartons must be marked with appropriate product identifying information as indicated on the Purchase Order. Each shipment must include a packing list and waybill or delivery ticket.

If the vendor is delivering products out of more than one warehouse or distribution center, all warehouses or distribution centers involved in the distribution plan MUST carry or have timely access to all awarded items and MUST be able to respond to orders in a timely manner. Unless otherwise specified in this RFP, product substitutions are not allowed, and the involvement of multiple distribution centers will not be construed as to alter the restrictions against product substitutions. In the event the vendor uses multiple distribution centers, the SFA will have ONE CONTACT PERSON for overall Contract management relative to any Contract resulting from any award under this RFP, and the SFA WILL NOT be required to deal with multiple Contacts for overall contract management.

Except for items that have hidden defects or that do not meet specification, title to all products shall pass to the SFA upon receipt and acceptance at the time of delivery.

## **5. Quality**

Unless otherwise indicated in the RFP, all items proposed must be new and in highest quality condition and must conform to the highest standards of manufacturing practice, including containers suitable for shipment and storage. Unless otherwise requested, the SFA will not accept "factory seconds" or otherwise inferior goods, and reserves the right to return any such item(s) within (30) days of receipt at vendor's expense.

All electrical items must meet all applicable OSHA standards and regulations, and must bear the appropriate listing from US, FMRC, NEMA, or U L Laboratories.

Material Safety Data Sheets (MSDS) on chemicals or any other products customarily requiring MSDS must be provided to the SFA with the first shipment to the SFA at the beginning of the contract period. Promptly and at no additional costs, the offeror will provide additional Materials Safety Data Sheets to the SFA upon request. Providing a web site access location to MSDS information is an acceptable alternative.

## **6. Product Inspection, Testing, and Defective Items**

All products supplied under this contract should arrive in the best possible condition and will be subject to inspection, testing, and approval by the SFA. Tests may be performed on any samples submitted as part of the bid or evaluation process, or on samples taken from any regular shipment. In the event any product tested fails to meet or exceed all requirements of the bid item specifications or the General Terms and Conditions of the RFP, the cost of the samples used and the cost of the testing shall be borne by the supplier, and upon notification to the vendor, the defective product(s) will

be picked up and replaced by the vendor. Repeated incidents of delivery of products that fail to pass product inspection and/or testing by a vendor will warrant cancellation of the Contract in addition to the remedies outlined above. Furthermore, future business from the SFA could be jeopardized.

Products damaged in shipment will be considered as defective products and will be subject to the same remedies outlined above.

The failure of any consumable products (food items) to meet specifications or acceptable chemical or bacterial levels may result in cancellation of the contract in addition to the remedies outlined above. Furthermore, future business from the SFA could be jeopardized. All products in the SFA's warehouse at the time of any such cancellation must be picked up and credit issued to the SFA. Latent defects discovered after delivery and acceptance of any products may result in revocation of the acceptance.

The SFA shall have access to any supplier's place of business during normal business hours for the purpose of inspecting merchandise.

## **7. Samples**

If samples are needed for bid evaluation, they will be requested as part of the RFP or in a separate communication. Unless otherwise indicated in the request for the samples, the samples must be received by the requestor within 72 hours from the time of the request.

Samples must be furnished free of expense to the SFA. Samples must be labeled with the SFA Bid Name, Item Number, Product Identification number(s), and the name of the offering entity. Do not include samples with the bid response unless otherwise instructed in the RFP.

All samples will be retained by the SFA for a sufficient length of time for proper evaluation. If not destroyed or consumed during examination of testing, samples will be returned to the offeror at the offeror's expense, but only upon written request submitted with the samples at the time the samples were submitted. However, notwithstanding the above samples from the successful offeror may be retained permanently by the SFA for the purpose of determining the quality of the delivered items are comparable to the samples. The SFA shall incur no liability for any samples that are damaged, destroyed or consumed during examination or testing.

Failure by any offeror to submit samples when requested will result in the items in question not being considered for award to that offeror.

## **8. Warranties**

By submission of a bid, the offeror warrants that he/she is an authorized dealer, distributor, or manufacturer for the product(s) being offered, that all items proposed conform to the specifications for which the items are being offered, and that all items supplied under any contract related to this IFB will be free from all defects in material, and title.

A minimum of 90-days product guarantee or the manufacturer's standard commercial warranty, whichever is greater, shall apply to all products purchased under this RFP. This warranty shall provide for replacement of defective merchandise from the SFA location and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise.

## **9. Buy American provision**

SFAs participating in the National School Lunch and School Breakfast programs in the contiguous United States are required to purchase, to the maximum extent practicable, domestic products for use in meals served under the programs. Regulations define "domestic products" as one that is produced



in the United States and is processed in the United States, substantially using agricultural commodities that are produced in the United States. "Substantially" means over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.

## **E. Bid Evaluation and Award**

All bids received in response to this RFP will initially be considered for award; however, initial consideration of any bid will not constitute an assessment of its meeting the necessary qualifications, and any bid may be disqualified at any time during the process of evaluating bids for failure to meet any other terms or conditions contained anywhere else in the bid request.

The SFA reserves the right to waive any or all bid irregularities, formalities, or other technicalities, to be the sole and independent judge of quality and suitability of any products offered, and may accept or reject any bids in their entirety, or may reject any part of any bid without affecting the remainder of that bid, and may award the individual items included in the bid in any combination or any way to best serve the interests of its members as it perceives those interests to be in its sole discretion.

It is not the policy of the SFA to purchase on the basis of low bid price alone. All bid items are subject to evaluation and approval by the SFA. In evaluating the bids received and determining the best value for the SFA, the SFA will consider the following criteria: (1) the purchase price; (2) the project understanding; (3) the experience of the offeror; (4) lead time in days; (5) Net Off Invoice capability; (6) financial strength; (7) product quality; and (8) the service description.

It is understood that the SFA may use all means at their collective disposal to evaluate the bids received on these criteria, and the final decision as to the best overall offer, both as to price and to suitability of the products and/of services offered to fit the needs of the SFA, will be made by the Child Nutrition Director, the SFA Purchasing Officer, the SFA Finance Officer and/or SFA designee and / or the evaluation Committee.

The successful offeror(s) will be notified by "Intent to Award" issued by the SFA.

The SFA reserves the right to require a performance bond.

## **F. Substitutions**

The SFA will not accept any substitutes after items(s) have been awarded as specified, unless such substitutions are deemed to be in the best interest of the SFA, and unless prior agreements have been reached and reduced to writing regarding such substitutions. Substituting without the prior approval of the SFA will constitute a breach of contract by the vendor which may result in the initiation of actions covered in this General terms and Conditions document entitled "Remedies for Non-Performance of Contract, and Contract Termination" and the associated financial impacts attached thereto, and may jeopardize any future business from the SFA.

## **G. Deviations from Item Specification or General Terms and Conditions**

Any and all limitations, expectations, qualifications, special conditions, or deviations from these General Terms and Conditions or any of the item specifications, including the offering of any alternate to the "approved brand and/or model" (where identified) must be clearly noted in detail by the offeror at the time of submission of the bid. The absence of such limitations, exceptions, qualifications, special conditions, or deviations being submitted in writing with the offeror's response will hold the offeror accountable to the SFA to perform in strict accordance with all these General Terms and Conditions and all the item specifications as written, including any such limitations, exceptions, qualifications, special conditions, or

deviations with the bid response may place the offeror at a competitive disadvantage or otherwise prevent the SFA from considering the affected items(s).

Any deviation from any of the item specifications, including the delivery of any product other than the specific brand of the product awarded, will be grounds for rejection of the product(s) when delivered, and will expose the vendor to the remedies identified in this General Terms and Conditions document entitled "Remedies for Non-Performance of Contract, and Contract Termination" and may jeopardize future business from the SFA.

#### **H. Contract and Purchase Order Requirements**

A response to this RFP is an offer to contract with the SFA based upon the Item Specifications and the General Terms and Conditions contained in the RFP. Offers do not become Contracts unless and until they are both accepted by the SFA through an Intent to Award, ratified by the Regional School Board, and put into effect by the issuance of a Purchase Order(s) signed by an authorized representative of the SFA.

This contract shall collectively include this entire RFP and any addendums and all attachments and the offeror's entire response. All binding agreements should be submitted as part of the bid packet. The contract shall be interpreted by and governed under the laws of the State of Alaska.

#### **I. Invoices, Packing Lists, and Payment Conditions**

Packing Lists or other suitable shipping documents must accompany each shipment and must identify (a) the name and address of the vendor, (b) the name and address or delivery location of the receiving entity, (c) the Purchase Order Number, and (d) detailed descriptive information identifying the item(s) delivered, including quantity, item number, product code, item description, number of containers, etc.

All Invoices must reflect (a) the name and address of the vendor, (b) the name and address or delivery location of the receiving entity, (c) the appropriate Purchase Order Number, and (d) detailed descriptive information identifying the item(s) delivered, including quantity, item number, product code, item description, etc., and must include a properly signed copy of the delivery receipt. Invoices must be mailed directly to the SFA.

The SFA will not be held responsible for any products delivered or invoiced without a valid current Purchase Order Number.

NSBSD shall not be subject to the offeror's interest charges or late fees if there is a delay in payment.

In any case, payment will be made only after satisfactory delivery and acceptance of merchandise in good order, including the necessary documentation indicated above, and only after receipt of a correct Invoice form the vendor, including the necessary information indicated above.

At the option of the SFA, invoices with incorrect prices or other errors or inconsistencies will not be paid until corrected, whether by credit memo(s) or issuance of a corrected invoice. At the option of the SFA, invoices may be corrected upon receipt and payment may be made based upon their corrections.

#### **J. Records Retention Requirements**

By signing this bid, the offeror understands that the SFA, the U.S. Department of Agriculture, the Alaska Department of Education and Early Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract, for the purpose of audits, examinations, excerpts, and transcriptions.

Additionally, the offeror must provide all documents as necessary for the independent auditor to conduct the SFA's single audit. The SFA will contract to have the single audit conducted as a regular, direct expense to the SFA; Child Nutrition funds may not be used for this purpose.

The offeror must retain pertinent records identified by source, type, and category of beverages for a minimum of three years after the SFA makes final payments. In the event of any unresolved audit findings, the records shall be retained beyond the three (3) year period for as long as required for resolution of the issues raised by the audit.

#### **K. Remedies for Non-Performance of Contract, and Termination of Contract**

If the vendor cannot comply with the terms and conditions in fulfilling its Contract as anticipated, the vendor must supply the same products or services contracted from other sources at the contract price. The vendor's delay in the above will constitute the vendor's material breach of contract, whereupon the SFA may terminate the vendor's contract for cause as provided by the remainder of this section.

This contract shall not renew and shall expire at the end of the stated contract period.

If any delay or failure of performance is caused by a Force Majeure event as described in the General Terms and Conditions document entitled "Force Majeure," the SFA may, in its sole discretion, terminate this contract in whole or part, provided such termination follows the remaining requirements of this section.

Except as otherwise provided within the General Terms and Conditions of this document, this Contract may be terminated in whole or in part by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party; provided that no such termination may be implemented unless and until the other party is given 1) at least thirty (30) days written notice (delivered by certified mail, return receipt requested ) of intent to terminate, and 2) an opportunity for consultation with the terminating party, followed by a reasonable opportunity, of not more than ten (10) working days, to rectify the defects in products or performance, prior to termination.

Valid causes for termination of this Contract will include, but are not limited to:

- (1) the vendor's failure to adhere to any of the provisions of the General Terms and Conditions of this RFP,
- (2) the vendor delivering any product(s) that fail to meet the Item Specifications included in this RFP relating to the awarded product(s),
- (3) the vendor delivering any substitution(s) of product(s) different than those originally proposed and awarded without the prior written approval of the SFA,
- (4) the vendor's failure to meet the lead time in days as identified the vendor's proposal, or
- (5) the vendor's violation of any other provision contained within these General Terms and Conditions or any attachment thereto which provides for contract termination as a remedy.

Notwithstanding anything contained in this section, in the event of the vendor's breach of any provision in this contract, the SFA reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of its members, including, but not limited to, the purchase of other products of like type and quality from other sources in the open market. In the event the SFA elects to purchase other products from other sources, the SFA will invoice the vendor for any increased costs to the SFA, and the vendor agrees, by submission of a bid response, to promptly pay any such charges invoiced.

In the event the SFA terminates this Contract, in whole or in part, for any reason provided for within the contract, the SFA reserves the right to award the canceled Contract, or any portion thereof, to the next lowest or most responsible offeror as it deems such award to be in the best interest of the SFA.

Any Contract termination resulting from any cause other than a Force Majeure event will be deemed a valid reason for not considering any future bid from the defaulting vendor.

In the performance of this contract, time is of the essence and these General Terms and Conditions are of the essence.

#### **L. Force Majeure Consideration**

The term Force Majeure shall include, but is not limited to, governmental restraints or decrees, provided they affect all companies in the vendor's industry equally and are not actions taken solely against the vendor; acts of God (except natural phenomena, such as rain, wind or flood, which are normally expected in the locale in which performance is to take place); work stoppages due to labor disputes or strikes; fires; explosions; epidemics; riots; war; rebellion; or sabotage.

The parties to this Contract will be required to use due caution and preventative measures to protect against the effects of Force Majeure, and the burden of proving that Force Majeure has occurred shall rest on the party seeking relief under this section. The party seeking relief due to Force Majeure will be required to promptly notify the other party in writing, citing the details of the Force Majeure event, and will be required to use due diligence to overcome obstacles to performance created by the Force Majeure event, and shall resume performance immediately after the obstacles have been removed, provided the Contract has not been terminated in the interim.

Delay or failure of performance, by either party to this contract, caused solely by the Force Majeure event shall be excused for the period of delay caused solely by the Force Majeure event, provided the affected party has promptly notified the other party in writing. Neither party shall have any claim for damages against the other resulting from delays caused solely by Force Majeure.

The SFA will not be responsible for any costs incurred by the vendor because of the Force Majeure event unless the SFA has requested, in writing, that the vendor incur such costs in connection with any delay or work stoppage caused by the Force Majeure event, and the SFA has agreed in writing to incur such additional costs.

Notwithstanding any other provision of this section, in the event the vendor's performance of its obligations under this contract is delayed or stopped by a Force Majeure event, the SFA shall have the option to terminate this contract in accordance with the General Terms and Conditions document entitled "Remedies for Non-Performance of Contract, and Contract Termination." Furthermore, this section shall not be interpreted as to limit or otherwise modify any of the SFA's rights as provided elsewhere in this contract.

#### **M. Venue**

This agreement will be construed and governed according to the laws of the State of Alaska.

#### **N. Waiver**

No claims or rights arising out of a breach of this Contract can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

#### **O. Right to Assurance**

Whenever one party to this contract in good faith has reason to question the other party's intent to perform the questioning party may demand that the other party give a written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

#### **P. Extension Clause**

This contract may not be extended.

#### **Q. Regulatory Compliance**

- (1) The offeror and SFA mutually agree to comply with all applicable standards, orders or requirements issued pursuant to Section 306 of the Clean Air Act (42 USC 1857 [h]), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 117389 and Environmental Protection Agency regulations (40 CFR Part 15). Any violations thereof shall be reported to the Administrator for Enforcement or other appropriate authority. Each party shall not be responsible to the other for acts beyond its control or acts caused by the negligence of the other party.
- (2) The offeror agrees to comply with all mandatory standards and policies relating to energy efficiency as cited in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94 – 163).
- (3) The offeror shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 CFR Part 60.
- (4) The offeror shall comply with the following civil rights laws as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-6, "Civil Rights Compliance and Enforcement in School Nutrition Programs".
- (5) The offeror shall comply with the "Buy American" provision for Contracts that involve the purchase of food and/or beverages as per 7 CFR Part 250.
- (6) The offeror shall comply with the provisions of the Consumer Product Safety Act.
- (7) The offeror shall complete and sign the *Certification of Independent Price Determination* form; *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion* form; and *Disclosure Form to Report Lobbying* and shall include these documents as part of the Agreement. (See Attachments)
- (8) The offeror shall abide by all applicable State and Federal laws and policies of the State Board of Education when providing services under this Contract.
- (9) Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the SFA.

#### **R. Assurance of Non-Collusion**

By signing this bid, the offeror assures that, to the best of his/her knowledge:

- (1) Neither the offeror nor any business entity represented by the offeror has received compensation for participation in the preparation of the items specifications or the General Terms and Conditions related to this RFP,
- (2) This bid has been arrived at independently and is submitted without collusion with any other offeror, with any competitor or potential competitor, or with any other person or entity to obtain any information or gain any special treatment or favoritism that would in any way limit competition or give any offeror an unfair advantage over any other offeror with respect to this RRP.
- (3) The offeror has not accepted, offered, conferred or agreed to confer, and will not in the future accept, offer confer, or agree to confer any benefit or anything of value to any person or entity related to the SFA or any of its members in connection with any information or submission related to this bid, any recommendations, decision, vote or award related to this bid, or the exercise of any influence or discretion concerning the sale, delivery, or performance of any product or served related to this bid,
- (4) Neither the offeror, nor any business entity represented by the bidder, nor anyone acting for such business entity, has violated the Federal Antitrust Laws or the antitrust laws of the state of Alaska with regard to this bid, and this bid has not been knowingly disclosed, and will not be knowingly disclosed to another offeror, competitor, or potential competitor prior to the opening of bids.
- (5) No attempt has been or will be made to induce any other person or entity to submit or to not submit a bid.

#### **S. Assurances regarding Legal and Ethical Matters**

By signing this bid, the offeror assures that:

- (1) he/she has read and understands all the General Terms and Conditions in this document and agrees to be bound by them, and is authorized to submit bids on behalf of the offering entity,
- (2) the offeror has noted any and all relationships that might be conflicts of interest and included such information with his/her bid response,
- (3) the bid submitted conforms with all item specification, these General Terms and Conditions, and any other instructions, requirements, or schedules outlined or included in this RFP,
- (4) if this bid is accepted, in whole or in part, the offering entity will furnish any item(s) awarded to them under this RFP to the SFA at the proposed price and in accordance with the item specifications and the terms and conditions contained in this RFP,
- (5) the offering entity has, or has the ability to obtain, such financial and other resources, including inventories, as may be required to fulfill all the responsibilities associated with this bid,
- (6) the offering entity has a high degree of integrity and business ethics, and a satisfactory record of performances, and has not been notified by any local, state or federal agency with competent jurisdiction that its standing in any matters whatsoever would preclude it from participating in this bid, it would in no other way whatsoever be disqualified to propose or receive any award or contract related to this bid, and the offeror will comply with any reasonable request from the SFA to supply any information sufficient to substantiate the proposing entity's ability to meet these minimum standards,
- (7) concerning paragraph (6) above, the offering entity has identified and disclosed in this written bid any and all known suspected matters that would disqualify it from participating in this bid or receiving any award or contract related to this bid, recognizing that the offer's failure to identify and disclose any such matters constitutes its affirmation that no such matters exist, and that failure to disclose in this bid any such matters which do exist is a material breach of contract which would void the submitted bid or any resulting contracts, and subject the offeror to removal from all procurement lists and possible criminal prosecution
- (8) the offering entity has obtained, and will continue to maintain during the entire term of this contract, all permits, approvals or licensed necessary for lawful performance of its obligations under this contract,

- (9) the prices, prompt payment discount terms, delivery terms, distribution allowances, and the quality and/or performance of the products offered in the bid are and will remain the same or better than those offered to the vendor's most favored customer under equivalent circumstances,
- (10) the offering entity will comply with all laws relating to intellectual property, will not infringe on any third party's intellectual property rights, and will indemnify, defend and hold the SFA and its members harmless against any claims for infringement of any copyrights, patents, or other infringements related to its activities under this contract,
- (11) the offering entity will maintain, at the offering entity's expense, any insurance necessary to protect the SFA and its members from all claims for bodily injury, death, or property damage that might arise from the performance by the offering entity or the offering entity's employees or its agents or any service required of the offering entity under this contract; however, the existence of such insurance will not relieve the offering entity of full responsibility and liability for damages, injury, death or loss as described or as otherwise provided for by law,
- (12) neither the SFA nor any of its members shall be liable to the offering entity for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) in the event that the SFA declares the offering entity in default,
- (13) he/she understands that by signing the bid with any false statement is a material breach of the contract which will void the submitted bid or any resulting contract(s), and subject the bidder to removal from all procurement lists, and possible criminal prosecution,
- (14) Offerors must comply with the North Slope Borough School District Conflict of Interest requirement as defined in our board policies.

#### **T. Bid Acceptance**

The period for acceptance of this bid will be thirty (30) calendar days unless a different period is indicated by the offeror.

#### **U. Protest Procedure**

Protests of awards exceeding \$10,000 in value must be submitted to the issuing Agency at the address given on Page 1 of this document. Protests must be received in this office within 10 calendar days from the date of the issuance of the Intent to Award and provide specific reasons and any supporting documentation for the protest.

#### **V. Questions Regarding Request for Bid**

Questions or requests for additional information concerning this bid should be submitted by email to [Bernadette.fischer@nsbsd.org](mailto:Bernadette.fischer@nsbsd.org) and [elizabeth.seitz@nsbsd.org](mailto:elizabeth.seitz@nsbsd.org) not later than 5 days before the bid due date.

#### **USDA NONDISCRIMINATION STATEMENT**

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g.,

Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. **mail:**  
U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410; or
2. **fax:**  
(833) 256-1665 or (202) 690-7442; or
3. **email:**  
[program.intake@usda.gov](mailto:program.intake@usda.gov)

This institution is an equal opportunity provider.



**Submitted Electronically**  
**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS**  
**AND**  
**COOPERATIVE AGREEMENTS**

**Lobbying**

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

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

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Company Name (Please Print)

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Signature of Authorized Representative

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Date

ADD LETTERHEAD

**Certification Regarding Debarment, Suspension, and Other  
Responsibility Matters - Primary Covered Transactions**

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- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
  - (d) have not within a three-year period preceding this application/bid had one or more public transactions (Federal, State or Local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

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Company Name (Please Print)

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Signature of Authorized Representative

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Date

**Submitted Electronically**

**Instructions for Certification**

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in this document in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this bid is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "bid," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this bid is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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Company Name (Please Print)

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Signature of Authorized Representative

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Date

# North Slope Borough School District

## Food Service Bid Evaluation

Traits	Maximum Score	Proposal Score
Price	50	
Lead time in days	30	
Invoicing	15	
Product Quality	5	

### Price

A complete listing of bid quotes, with the grand total indicated, is provided. The lowest bid will be awarded full points. Points will be calculated as follows:  $(50 \text{ points} \times (\text{low bid price} / \text{your bid price})) = \text{points awarded}$ .  
Price: 50 Points possible

Section Total:

### Lead Time in Days

Consideration will be given to how much time in days it takes for the COMPLETE order (meaning every single item on an order) to be handed over to the bypass carriers /air carriers in Anchorage from the date an order is placed. The least amount of days from the bids will be awarded full points. Points will be calculated as follows:  $(30 \text{ points} \times (\text{fastest lead time in days} / \text{your lead time in days})) = \text{points awarded}$ . Do not under-estimate your lead time in days. Failure to meet your stated lead time will result in liquidated damages and breach of contract.

Lead Time: 30 Points Possible

Section Total:

### Invoicing

What is the maximum amount of invoices you will create for one order? One order is defined as one single purchase order. An order could potentially ask for various quantities of every item on the bid sheet.

15 points possible. Max points will be awarded for 1 invoice per order.

1 invoice = 15 points

2 invoices= 12 points

3 invoices= 9 points

4 invoices= 6 points

5 invoices= 3 point

6 or more invoices= 0 points

Do not under-estimate your invoicing. Violation of your bid response will result in breach of contract.

Section Total:

**Product Quality**

Vendor offers products that meet nutrition standards set forth by the 2005 Dietary Guidelines for Americans and are Child Nutrition certified.

Product Quality: 5 points Possible

Section Total: