

ADDENDUM TO THE BID DOCUMENTS		Page: 1	Total Pages: 7
<u>Addendum No:</u> # 1		<u>Date this Addendum Issued:</u> March 19, 2019	
<u>Issuing Office:</u> Matanuska-Susitna Borough School District (MSBSD) Purchasing Department 690 Cope Industrial Way Palmer, Alaska 99645 Phone: (907) 861-5120 Facsimile: (907) 861-5184		<u>Previous Addenda Issued:</u> None _____ _____ _____ _____	
<u>Return Acknowledgment To:</u> Issuing Department <u>Bid Title:</u> Dairy Products for Nutrition Services		<u>Date and Hour of Bid Due Date:</u> March 21, 2019 at 2:00 p.m. April 2, 2019 at 2:00 p.m. <u>As Advertised (Frontiersman):</u> February 3 and 6, 2019 February 1 and 3, 2019	
<p><u>THE BID OPENING DATE HAS BEEN CHANGED TO:</u> APRIL 2, 2019, 2:00 P.M., PALMER ALASKA TIME</p> <p>The following corrections, changes, additions, deletions, revisions, and/or clarifications are hereby made a part of the contract documents. In case of conflicts between this addendum and previously issued documents, this addendum shall take precedence. The bidder must acknowledge receipt of this addendum in the space provided on Appendix #1. Failure to do so may subject the bidder to disqualification.</p> <p>This addendum incorporates the attached 6 pages.</p> <p>Attachments:</p> <p>Clarifications (2 pages) Addendum 1, Appendix 9, Suspension and Debarment Certification (1 page) Addendum 1, Appendix 10, Clean Air and Water Certification (1 page) Addendum 1, Appendix 11, Certification Regarding Lobbying/Disclosure of Lobbying Activities (1 page) Addendum 1, Appendix 12, Confidential Cost Breakdown Form (1 page)</p> <p><i>All other terms and conditions remain the same and unchanged.</i></p> <p style="text-align: center;">END OF ADDENDUM #1</p>			

APPROVED BY: Signature on File	DATE: March 19, 2019
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**MATANUSKA-SUSITNA BOROUGH SCHOOL DISTRICT
PURCHASING DEPARTMENT
690 COPE INDUSTRIAL WAY
PALMER, AK 99645**

**DAIRY PRODUCTS FOR NUTRITION SERVICES
BID #B19-08**

ADDENDUM #1

Information in this addendum takes precedence over original information. All other provisions of the document remain unchanged.

Note to Bidders: Bidders are required to acknowledge all addenda on Appendix 1.

The following additions, corrections and changes are hereby made to the above-referenced Invitation to Bid.

QUESTIONS AND ANSWERS:

1. Q: Price escalation/de-escalation wondering if the monthly milk market can be followed rather than lock in a price for one year? Other districts have reaped the benefits of this by paying real costs with a set markup documentation from manufacturer and ocean carrier provided to back up real costs. By doing this you don't have to forecast a year in advance with a very volatile milk market, which can inflate prices on bids as to protect bidder.

A: Replace Attachment B: Special Conditions for Supply Bids, Section 7. PRICE ESCALATION/DE-ESCALATION with the following:

7. CONTRACT PRICE CHANGES AND ADJUSTMENTS

The price of the items listed in the Bid Form shall remain fixed for the first 90 calendar days of the contract period. Thereafter, price increases/decreases will be based on the Cost Change Approval Procedure described in 7(A) below. No price changes shall be permitted on orders received by the contractor which are in process or filled but awaiting delivery prior to the general published price list changes.

A. No cost adjustments to any unit prices shall occur within the first 90 days of contract performance. Thereafter, a product price adjustment may be made monthly. To request a price adjustment, the contractor shall, by the 15th of each month, provide the Nutrition Services Department Supervisor, Chris Johnson or his designee with a new unit cost for each item under contract for the succeeding month reflecting an increase or decrease. The Confidential Cost Breakdown Form shall be used to provide the new unit cost for each product. The costs established for the Product Unit Cost and the Freight Cost as submitted with the bid shall be the basis to calculate the first cost adjustment. Each succeeding cost increase/decrease will be based on the preceding month's approved cost list. The contractor must provide written documentation, such as actual invoices, from the manufacturer/supplier, and/or the freight company, justifying the cost adjustments. There will be no adjustments allowed in the profit cost. Profit costs shall remain a fixed dollar amount for the life of the contract, including any

extension thereto. Any decrease in costs must be passed on to the MSBSD. No adjustments will be granted without the submission of this form and associated backup.

ADDITIONS:

1. Attachment A: Scope of Services, Section 5. Additional Submittal Requirements is amended to add the following:
 - C. Suspension and Debarment Certification; this form is attached as Addendum 1, Appendix 9.
 - D. Clean Air and Water Certification; this form is attached as Addendum 1, Appendix 10.
 - E. Certification Regarding Lobbying/Disclosure of Lobbying Activities; this form is attached as Addendum 1, Appendix 11.
 - F. Confidential Cost Breakdown Form; this form is attached as Addendum 1, Appendix 12.

All of the above appendices must be completed and submitted with the bid documents or the bid may be considered non-responsive.

2. Attachment A: Scope of Services: Add the following Section:

18. PROCUREMENT OF RECOVERED MATERIALS

A. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

B. Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

ADDENDUM 1, APPENDIX 9:
SUSPENSION AND DEBARMENT CERTIFICATION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY
EXCLUSION -- LOWER TIER COVERED TRANSACTIONS

NOTE: This certificate must be completed for all new and renewal contract years when the contract exceeds \$25,000.

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by the Matanuska-Susitna Borough School District (MSBSD). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Alaska and the MSBSD, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
 - A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

Names(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date



ADDENDUM 1, APPENDIX 10:
CLEAN AIR AND WATER CERTIFICATION:

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

1. Clean Air Act

- A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. The contractor agrees to report each violation to the State of Alaska and understands and agrees that the State of Alaska will, in turn, report each violation as required to assure notification to the Matanuska-Susitna Borough School District (MSBSD), Federal Awarding Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the Federal Awarding Agency.

2. Federal Water Pollution Control Act

- A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- B. The contractor agrees to report each violation to the State of Alaska and understands and agrees that the State of Alaska will, in turn, report each violation as required to assure notification to the Matanuska-Susitna Borough School District (MSBSD), Federal Awarding Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the Federal Awarding Agency.

Organization Name

Names(s) and Title(s) of Authorized Representative(s)

Signature(s) Date

ADDENDUM 1, APPENDIX 11:
CERTIFICATION REGARDING LOBBYING/DISCLOSURE OF LOBBYING ACTIVITIES

BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

To be submitted with each bid or offer exceeding \$100,000.

The undersigned Contractor certifies, to the best of his or her knowledge, 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 an 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 Federal grant, the making of any Federal loan, the entering into 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Organization Name

Names(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date



ADDENDUM 1, APPENDIX 12:
CONFIDENTIAL COST BREAKDOWN FORM

This form must be completed and submitted with the bid documents.

The information provided on this form is confidential and will not be available for public viewing.

Bid Item	Product Description	Product Unit Cost	Freight Index (%)	Profit	Total Unit Cost
	EXAMPLE Milk, ½ pint	\$1.00	15% (\$.15)	\$.10	\$1.25
1	Cottage Cheese, Low-Fat 5#				
2	Milk, Low-fat 1%, White One-half Pint				
3	Milk, Fat Free, Chocolate One-half Pint				
4	Milk, Ultra High Temperature, UHT Low-fat 1%, White, One-half Pint				
5	Sour Cream, Regular 16 oz.				
6	Yogurt, Low Fat, Assorted fruit Flavors, 4 oz.				

Note to Bidder: Profit is a fixed amount of cost and shall not be adjusted. Profit is to include any and all other cost elements (i.e. overhead, insurance, etc.).

Date: _____ Vendor: _____

Bidder Signature: _____

Printed Name: _____ Title: _____

For use by MSBSD only:

Approved by:

Signature

Date

