

The School Board of Miami-Dade County, Florida  
SCHOOL BOARD ADMINISTRATION BUILDING  
Procurement Management Services  
1450 N.E. 2<sup>nd</sup> Avenue, Room 352  
Miami, Fl. 33132

BID/RFP ADDENDUM

Direct All Inquires To  
The Bureau of Procurement  
Management Services  
Buyer: Phillip Ford  
Phone: (305) 995-2361  
TDD Phone: (305) 995-2400

Date: March 28, 2003  
Addendum No. 1

BID NO. 117-CC03  
BID TITLE: DELIVERY OF PREPARED SUMMER SCHOOL LUNCHES & SNACKS WITH BEVERAGES

This addendum modifies the conditions of the above referenced BID/RFP as follows: The following pages have been revised:

- INDEMNIFICATION AND INSURANCE – INSURANCE REQUIREMENTS REVISED
- DELIVERY SPECIFICATIONS – ITEM 2 AND 5 REVISED
- BID PROPOSAL FORM (FORMAT B) – ITEM 1 REVISED

The attached pages containing clarifications, additional information and requirements constitutes an integral part of the referenced bid.

1. If your bid/proposal has not been mailed, substitute the pages marked REVISED and mail your entire bid/proposal package. **REMEMBER TO SIGN THE BIDDER QUALIFICATION FORM.**

OR

2. If your bid/proposal has been mailed, sign and return this addendum form with the revised pages by the time and date indicated on the Bidder Qualification Form. **BY SIGNING THIS ADDENDUM, THE VENDOR AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THE BIDDER QUALIFICATION FORM AND ALL RELATED BID DOCUMENTS.**

I acknowledge receipt of Addendum Number

PLEASE NOTE: If your firm has mailed a copy of this bid/proposal to another vendor, it is your responsibility to forward them a copy of this addendum.

(PLEASE TYPE OR PRINT BELOW)

LEGAL NAME OF BIDDER: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY, STATE ZIP CODE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ E-MAIL I.D. \_\_\_\_\_ FAX # \_\_\_\_\_

BY: SIGNATURE (Manual): \_\_\_\_\_  
OF AUTHORIZED REPRESENTATIVE

NAME (Typed): \_\_\_\_\_ TITLE: \_\_\_\_\_  
OF AUTHORIZED REPRESENTATIVE

CONSIDERED  
M1-1/00

## INDEMNIFICATION AND INSURANCE

In consideration of this Contract, if awarded, the Vendor agrees without reservation to the indemnification and insurance clauses contained herein. These clauses are attached to and form a part of Bid# 117-CC03

### INDEMNIFICATION

The Vendor shall hold harmless, indemnify and defend the indemnitees (as hereinafter defined) against any claim, action, loss, damage, injury, liability, cost or expense of whatsoever kind or nature including, but not by way of limitation, attorneys' fees and court costs arising out of bodily injury to persons including death, or damage to tangible property arising out of or incidental to the performance of this Contract (including goods and services provided thereto) by or on behalf of the Vendor, whether or not due to or caused in part by the negligence or other culpability of the indemnitee, excluding only the sole negligence or culpability of the indemnitee. The following shall be deemed to be indemnitees: The School Board of Miami-Dade County, Florida and its members, officers and employees.

### INSURANCE

Prior to being recommended for award, the Vendor has five business days after notification to submit proof of insurance as required herein. Failure to submit a fully completed, original certificate of insurance signed by an authorized representative of the insurer providing such insurance coverages may cause the Vendor to be considered non-responsive and not eligible for award of the Contract. The insurance coverages and limits shall meet, at a minimum, the following requirements:

1. Commercial General Liability Insurance in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage.
2. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operations of the Vendor, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
3. Workers' Compensation Insurance for all employees of the Vendor as required by Florida Statutes.

\* The School Board of Miami-Dade County, Florida and its members, officers and employees\* shall be an additional insured on all liability coverages except Workers' Compensation Insurance.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Vendor.

All insurance policies shall be issued by companies with either of the following qualifications:

(a) The company must be (1) authorized by subsisting certificates of authority by the Department of Insurance of the State of Florida or (2) an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of "B+" or better and a Financial Size Category of "IV" or better according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company.

or

(b) with respect only to the Workers' Compensation insurance, the company must be (1) authorized as a group self-insurer pursuant to Florida Statutes or (2) authorized as a commercial self-insurance fund pursuant to Florida Statutes.

Neither approval nor failure to disapprove the insurance furnished by the Vendor to the School Board shall relieve the Vendor of the Vendor's full responsibility to provide insurance as required by this Contract.

The Vendor shall be responsible for assuring that the insurance remains in force for the duration of the contractual period; including any and all option years that may be granted to the Vendor. The certificate of insurance shall contain the provision that the School Board be given no less than thirty (30) days written notice of cancellation. If the insurance is scheduled to expire during the contractual period, the Vendor shall be responsible for submitting new or renewed certificates of insurance to the School Board at a minimum of fifteen (15) calendar days in advance of such expiration.

Unless otherwise notified, the certificate of insurance shall be delivered to:

Miami-Dade County Public Schools  
Office of Risk and Benefits Management  
1500 Biscayne Boulevard, Suite 127  
Miami, Florida 33132

The name and address of Miami-Dade County Public Schools, as shown directly above, must be the Certificate Holder on the certificate of insurance.

The Vendor may be in default of this Contract for failure to maintain the insurance as required by this Contract. Any questions regarding these requirements should be directed to Ms. La-Chane Clark at 305-995-7133.

**THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**  
**BID NO. 117-CC03**  
**PREPARED SUMMER SCHOOL LUNCHES AND SNACKS, WITH BEVERAGES**

**DELIVERY SPECIFICATIONS**

1. The successful vendor shall pick-up unitized lunches and snacks from designated M-DCPS Production Centers and deliver to authorized School Food Service vending centers.
2. It is anticipated that M-DCPS will operate **seven (7)** Production Center kitchens. Each Production Center kitchen will prepare approximately **2500** lunches, and **2700** snacks daily, for delivery to its 23 to 26 approved sites.
3. The Department of Food and Nutrition will provide the selected vendor at least one week prior to beginning the program, with a listing of all approved sites, addresses, estimated delivery times, and names of contact staff at each site. It will be the responsibility of the selected vendor to provide a listing back to the Department of Food and Nutrition, with the projected routes, the order of stops, and estimated delivery times. Food and Nutrition will need to approve the routes prior to beginning the service.
4. Consequent to the requirements of M-DCPS Department of Food and Nutrition that the successful vendor must possess the logistical flexibility to serve 170 sites daily, varying on a weekly basis, it is mandatory that the selected vendor must possess sufficient flexibility to adjust delivery routes pursuant to the requirements, and subject exclusively to the approval of the Department of Food and Nutrition.
5. The successful vendor shall have a minimum of **15** insulated, thermostatically controlled refrigerated trucks. It is the responsibility of the successful vendor to secure and provide proof of current registration and liability insurance for each vehicle transporting food, pursuant to their contractual agreement.
6. It is the requirement of the successful vendor that it is the obligation of such vendor to cause each individual driver, of each truck, to be exclusively responsible to load and unload each truck, at each of the Production Centers, and are similarly exclusively responsible to remove the food contents at each authorized stop.
7. The successful vendor must be able to provide sufficient food handling equipment and motorized transport vehicles of sufficient capacities, to pick-up and deliver all lunches, snacks, and food items, to all designated sites as identified and numerated herein. It is the exclusive province of the Production Service food Service manager or designee of the M-DCPS to identify and designate delivery and pick-up sites.
8. It is at the exclusive expense of the successful vendor, and it is the responsibility of the successful vendor to provide adequate driving personnel, that are properly licensed, trained by the vendor, instructed by the vendor to execute proficiently, all minimum mandatory logistical tasks required under the terms of the contractual obligation.

**THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**  
**BID NO. 117-CC03**  
**PREPARED SUMMER SCHOOL LUNCHES AND SNACKS, WITH BEVERAGES**

**DELIVERY SPECIFICATIONS (CONTINUED)**

9. The successful vendor shall utilize only properly insulated, thermostatically controlled refrigerated trucks. Such equipment shall be capable of maintaining temperatures to protect product while in transit. All products while in transit must not exceed 41 degrees Fahrenheit.
10. Each transport/delivery vehicle must be outfitted with a functioning thermostatic temperature reader, which shall be monitored by the Production Center food service manager, who shall take a standing temperature reading of the vehicle every morning upon arrival, and upon its return at the end of each delivery route. It is the responsibility of the vendor to cause each driver to maintain food, during transport, at between 38-40 degrees F, as per US FDA food handling requirements.
11. Site staff and/or Food and Nutrition staff may check the temperature of any or all trucks at any given time.
12. An additional non-negotiable conditions of this bid is that the successful vendor is exclusively responsible to meet all food transporting temperature requirements, and is exclusively responsible for all failure of food transportation equipment utilized in meeting the terms of this bid, in the event of food spoilage. Acceptance of the conditions and terms of this bid makes non-negotiable, the reimbursement to MDCPS=s Department of Food and Nutrition for all spoilage, without exception.
13. If possible and if allowed by M-DCPS, trucks may be parked overnight at the Production Center kitchens. Each truck must be at each Production Center kitchen and at proper temperature (or below) by 5:30 a.m. or at a time specified by the Production Center food service manager.
14. The driver of the truck shall receive from the Production Center food service manager or designee delivery tickets for each site to be delivered. At each site the driver must ensure that the site manager has signed for the delivery, verified the quantity delivered, and checked the temperature of food. The signed original of the delivery tickets must be returned to the Production Center kitchen each afternoon upon completion of the route.
15. There will be no currency exchange during the route. M-DCPS Department of Food and Nutrition reserves the right to increase or decrease the number of delivery sites and/or trucks depending on the number of meals to be delivered on any given specific week.
16. If awardee needs to hire additional drivers other than their regularly scheduled staff, the Department of Food and Nutrition requests consideration be given to hiring existing M-DCPS, Department of Food and Nutrition drivers, who are trained and licensed. Should the successful vendor select the option of hiring additional drivers who are not MDCPS trained and licensed drivers, then acceptable proof of training and licensing of the drivers must be presented to MDCPS Department of Food and Nutrition.

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**DELIVERY SPECIFICATIONS (CONTINUED)**

17. The selected vendor must provide each driver with an ID badge indicating company and employee name. Such badges must be worn and visible at all times during working hours. Delivery employees must wear appropriate attire (appropriate food handling gloves, head covering etc.), and observe food handlers hygiene standards sufficient to prevent airborne and unsterile cross-contamination.
18. If necessary, and upon request by the Department of Food and Nutrition, the selected vendor shall palletize and shrink wrap load in refrigerated trucks for each or selected production centers and store overnight in refrigerated warehouse for delivery the next day.
19. If #18 is necessary, the vendor shall bring the stored meals back to the Production Center each morning to finalize the meal delivery counts for that day, obtain the delivery tickets, and verify temperatures of meals.
20. If there is no one at the site to receive the delivery, the driver must document this on the delivery ticket along with the time of the delivery attempt, and then return the unused ticket to the food service manager at the Production Center.
21. All meals/snacks whether delivered or undelivered, must be accounted for upon return to the production center.

The School Board of Miami-Dade County, Florida  
 BID NO. 117-CC03  
 DELIVERY OF PREPARED SUMMER SCHOOL LUNCHES AND SNACKS, WITH BEVERAGES

**BID PROPOSAL FORM (FORMAT B)**

Type or print in this box the complete name of the bidder:  
 Bid No. 117-CC03  
 Title: DELIVERY OF PREPARED SUMMER SCHOOL LUNCHES AND SNACKS, WITH BEVERAGES  
 Buyer: PHILLIP FORD

PLEASE COMPLETE ALL SHADED AREAS

NAME OF BIDDER:

ITEM	DESCRIPTION OF ITEM	ESTIMATED QUANTITY DAILY	ESTIMATED QUANTITY APPROX. 51 DAYS	PRICE
	THE VENDOR, WHEN SUBMITTING BID, MUST CONSIDER ALL CHARGES LISTED IN THE ATTACHED SPECIFICATIONS, SPECIAL CONDITIONS, AND ANY ANCILLARY CHARGES TO BE INCURRED IN THE RECEIVING, HANDLING, AND DELIVERY OF SCHOOL LUNCHES AND SNACKS, WITH BEVERAGES, FOR APPROXIMATELY 170 APPROVED SITES.			
	MULTIPLE AWARDS: AWARDS WILL BE MADE TO A PRIMARY AND SECONDARY VENDOR (SEE SPECIAL CONDITIONS 2. MULTIPLE AWARDS). AWARDS WILL BE MADE ON THE BASIS OF LOW BID MEETING SPECIFICATIONS.			
1	Daily pickup and delivery of school lunch and snack meals, with beverages. Pickups will be from seven (7) Production Center kitchens, and delivered to approximately 170 approved school sites. All deliveries are to be made utilizing refrigerated trucks. It will be the vendors responsibility to have spare trucks and trained drivers, in the event trucks break down.	14 Trucks	663 Trucks	\$ _____ Per Truck, Per Day
	REFRIGERATED - APPROXIMATELY 35 TO 41 DEGREES F. MUST NOT EXCEED 41 DEGREES F.  <b>FOR INFORMATIONAL PUPOSES ONLY:</b> <b>SCHOOL LUNCHES NOTES:</b> APPROXIMATELY 2,500 DAILY PER SITE, AND 127,500 PER CONTRACT TERM. <b>SCHOOL SNACKS NOTES:</b> APPROXIMATELY 2,700 DAILY PER SITE, AND 137,700 PER CONTRACT TERM.			