



THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
 SCHOOL BOARD ADMINISTRATION BUILDING
 Procurement Management Services
 1450 N.E. 2nd Avenue, Room 650
 Miami, FL 33132

Direct All Inquiries To Procurement Management Services Buyer's Name: _____ PHONE: (305) 995-_____ Email: _____ TDD PHONE: (305) 995-2400
--

BID/RFP ADDENDUM

Date: _____

Addendum No. _____

BID/RFP No. _____ BID/RFP TITLE: _____

This addendum modifies the conditions of the above-referenced BID/RFP as follows:

All information, specifications terms, and conditions for the above-referenced BID/RFP, are included on the document posted on the Procurement Management website at <http://procurement.dadeschools.net>

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

1. If your bid/proposal has not been submitted, 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 submitted, 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 forwarded a copy of this bid/proposal to another vendor, it is your responsibility to forward him/her 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

ITB-15-061-AC Pouch Beverages

The information below notes changes to the solicitation as noted:

1. Section 1.40 Insurance Requirements is changed as noted below.

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# ITB-15-061-AC**

INDEMNIFICATION

To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless the Board, and its employees ("Indemnitees") from and against all claims, liabilities, damages, losses, and costs including, but not limited to, reasonable costs and attorneys' fees at the pre-trial, trial and appellate levels, arising out of, resulting from or incidental to Vendor's performance under this Agreement or to the extent caused by negligence, recklessness, or intentional wrongful conduct of the Vendor or other persons employed or utilized by the Vendor in the performance under this Agreement or to the extent caused by negligence, recklessness, or intentional wrongful conduct or other persons employed or utilized by the Vendor in the performance of this Agreement. The remedy provided to the Indemnitees by this indemnification shall be in addition to and not in lieu of any other remedy available under the AGREEMENT or otherwise. This indemnification obligation shall not be diminished or limited in any way to any insurance maintained pursuant to the AGREEMENT otherwise available to the Vendor. The remedy provided to the Indemnitees by this indemnification shall survive this AGREEMENT. The provisions of this Section shall specifically survive the termination of this Agreement. The provisions of this Section are intended to require the Vendor to furnish the greatest amount of indemnification allowed under Florida Law. To the extent any indemnification requirement contained in this Agreement is deemed to be in violation of any law, that provision shall be deemed modified so that the Vendor shall be required to furnish the greatest level of indemnification to the Indemnitees as was intended by the parties hereto.

DUTY TO DEFEND

The Vendor agrees, at its own expense, and upon written request by the Board, to defend any suit, action or demand brought against the Board on any claim or demand arising out of, resulting from or incidental to Vendor's performance under this Agreement.

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 coverage may cause the Vendor to be considered non-responsive and not eligible for award of the Contract. The insurance coverage 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 \$500,000 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 coverage 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 the 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 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 of 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 (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 shall be delivered to:

Miami-Dade County Public Schools
Office of Risk and Benefits Management
1501 N.E. 2nd Avenue, Suite 335
Miami, Florida 33125

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 Muriel Saenz at 305-995-7133.

2. Section 2.2.2 Price Adjustment is changed as noted below.

The basis of this bid is April 2015, raw milk costs (butterfat and skim milk) as announced by the USDA, Agricultural Service, Market Administrator plus over order premiums payable to Dairy Cooperatives, for Federal Order #6, Zone #3.

3. Section 2.2.5 Bid Item Specifications/Equal Product is changed as noted below.

Paragraph A. Delivery temperature of product should not be less than 32 degrees Fahrenheit or greater than 40 degrees Fahrenheit; milk shall be delivered in leak-proof containers with a shelf life of at least 10 days prior to the expiration date stamped on each container.

4. Section 2.2.13 Delivery is changed as noted below.

Paragraph C. Deliveries of all items awarded are to begin on or after the effective date of award, or as indicated by the Department of Food and Nutrition. Deliveries shall be made between the hours of 6:30 a.m. and 1:30 p.m. Successful vendor(s) are required to deliver all items awarded on this bid. Keys WILL NOT be issued to drivers, should delivery be made prior to the arrival of the Food Service Manager. Upon delivery, cartons and contents must be clean, free from damage, free from pest infestation, and within proper temperatures. Delivery temperatures must be followed; pouch beverages should not be less than 32 degrees Fahrenheit or greater than 40 degrees Fahrenheit.

Paragraph H. Pouches and contents must be clean, free from damage, free from pest infestation, and within proper temperatures.

5. Section 4.1 Contents of Proposal is changed as noted below.

The following information is deleted;

~~As this is a sheltered market solicitation, each Bidder must provide documentation regarding its SBE/MBE certification with the District, as indicated in Section 1.14, Small/Micro Business Enterprise Program. Failure to provide this documentation will deem the proposal non-responsive.~~

The following list addresses the questions received regarding the above-referenced solicitation:

6. Do the insurance requirements on page 19 apply?

Answer: See the answer for question #1 of this addendum.

7. Page 24 Paragraph A: States that the product must not be greater than 40 degrees Fahrenheit. Shouldn't it state that the product must not be less than 32 degrees Fahrenheit to prevent freezing?

Answer: Product should not be less than 32 degrees Fahrenheit or greater than 40 degrees Fahrenheit.

8. Page 29 Paragraph C: Can we deliver between the hours of 6:30 AM and 2:00 PM? And shouldn't the temperature be above freezing? Paragraph H: Shouldn't it state pouches instead of cartons?

Answer: Deliveries should begin at 6:30 AM and be completed by 1:30 PM. Product should not be less than 32 degrees Fahrenheit or greater than 40 degrees Fahrenheit. Paragraph H should say pouches instead of Cartons.

9. Page 31 Paragraph 2.2.17: Is it considered subcontracting if the manufacture bids the product direct and hires a local company to deliver the product?

Answer: No. That will not be considered subcontracting. As long as each school receives the exact same product the hired company will only be considered the delivery agent.

10. Page 43 Paragraph 5: Is this a sheltered market solicitation?

Answer: No. This bid is not set aside as a sheltered market solicitation. See change #5 of this addendum