ITB-20-044-HR FRESH PRODUCE

ADDENDUM NO. 1

The following changes, additions, clarifications, and/or deletions amend the ITB document of the above captioned solicitation and shall become an integral part of the Contract Documents.

UPDATED INSURANCE REQUIREMENTS

5.4 INSURANCE REQUIREMENTS

Bidders shall be required to provide, at the time of submittal of their bid, evidence of insurance coverages and limits meeting, at a minimum, the following requirements:

A. Workers' Compensation/Employer's Liability Insurance
Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Board on Compensation Insurance, without restrictive endorsements. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:
Part One: "Statutory"
Part Two: $100,000 Each Accident
$500,000 Disease - Policy Limit
$100,000 Disease - Each Employee

B. General Liability Insurance
Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) without any restrictive endorsements.
The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:
$ 1,000,000 General Aggregate
$ 1,000,000 Products/Completed Operations Aggregate
$ 1,000,000 Personal and Advertising Injury
$ 1,000,000 Each Occurrence

C. Automobile Liability Insurance
Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the Contract. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be $ 1,000,000
Each Occurrence - Bodily Injury and Property Damage Combined

Professional Liability: If the contract requires professional services, the bidder shall provide evidence of the following professional liability coverage. Such insurance shall be on a form acceptable to the Board and shall cover bidder or those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in the contract including any hold harmless and/or indemnification agreement. Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be $ 1,000,000 Each Claim/Annual Aggregate

Cyber Liability Insurance: If the contract requires the transfer of electronic records containing personal identifiable information of student or employee records between the bidder and the Board, the bidder shall provide evidence of the following insurance. Bidder shall maintain Cyber Liability insurance with limits of not less than $1,000,000 for each wrongful act, and Liability for security or privacy breaches, including loss or unauthorized access to the Board's data; Costs associated with a privacy breach, including consumer notification, customer support/crises management, and costs of providing credit monitoring services; Expenses related to regulatory compliance, government investigations, fines, fees assessments and penalties; Costs of restoring, updating or replacing data; Privacy liability losses connected to network security, privacy, and media liability "Insured versus insured" exclusion prohibited. The insurance provided by the bidder shall apply on a primary basis. Any insurance, or self-insurance, maintained by the Board shall be excess of, and shall not contribute with, the insurance provided by the bidder.

Failure to submit evidence of insurance, as outlined above, may cause the bidder to be considered non-responsive and ineligible for award.

In addition, upon award, the successful bidder shall provide a fully completed certificate of insurance signed by an authorized representative of the insurer providing the insurance coverages set forth hereinabove, and naming "The School Board of Miami-Dade County, Florida and its members, officers and employees" as an additional insured and certificate holder. Failure by the successful bidder to provide a fully completed certificate of insurance providing the insurance coverages outlined above, or to maintain such insurance coverages throughout the contractual period, including any extension periods, may cause the bidder to be in default, which may result in the termination of the award.

Neither approval nor failure to approve the insurance furnished by the bidder shall relieve the bidder of the bidder's full responsibility to provide insurance as required herein.

The insurance provided by the bidder shall apply on a primary basis. Any insurance, or self-insurance, maintained by the Board shall be in excess of, and shall not contribute with, the insurance provided by the bidder.

Compliance with these insurance requirements shall not limit the liability of the bidder. Any remedy provided to the Board by the insurance provided by the Board shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the bidder) available to the Board under this contract or otherwise.

The bidder shall be responsible for assuring that the insurance remains in full force and effect for the duration of the contractual period, including any and all extension periods that may be granted to the bidder. 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 bidder 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
1501 N.E. 2nd Avenue, Suite 335
Miami, Florida 33132

The above insurance requirements may only be amended or waived via written approval of the Office of Risk and Benefits Management.

UPDATED SECTION 6.17 PRICES

Bid prices shall be for fresh, high quality, seasonal and local, Florida and/or USA produce. All containers shall be suitable for storage and shipment, and all prices shall include standard commercial packaging. All bid prices shall include delivery to user location. Prices shall include all charges for packing, handling, freight, fuel, distribution and inside delivery. There will be NO MINIMUM delivery requirements or fees. Pricing on the attached produce list shall remain fixed for each one (1) year period. Price adjustments may be made annually, if any, excluding the seasonal produce list provided on a quarterly basis by the awarded bidder.

Although pricing is fixed for the term period(s) noted above, M-DCPS encourages awardee to offer any reduction in fees throughout the term of the contract, including the initial term period.

In addition to these items the awarded bidder will be required to submit a quarterly list of suggested seasonal produce with a fixed price for each item's season.

A. Product Cost

The term "product cost" means the cost of products delivered to an awarded bidder's warehouse. Product cost must include, but not limited to, all ancillary charges such as FOB, freight, pick-ups, split pack charges (labor and packaging), cooling or heating costs and brokerage fees. The bidder must provide, if requested by the Department of Food and Nutrition, written confirmation(s) from shippers to verify initial cost.

B. Sell Price (Invoice Sell Price)

The sell price is defined as the Product Cost plus the Delivery Fee per case of product. The sell price will include charges for packing, handling, freight, fuel, distribution and inside delivery. This is the dollar value that the bidder will quote on the bid response sheet for individual products.

C. Market Price

As the majority of produce items are relatively constant (40 out of 52 weeks per year), items that increase or decrease in price will be reviewed by the awarded bidder with the designated District representative on a pre-determined, regular schedule to update the approved shopping list/order guide.

UPDATED SECTION 6.18 PRICE ADJUSTMENTS

It is expected that the prices submitted shall remain firm for the entire contract and extension period (if any), as stated above. However, fluctuating market conditions can only affect the ability of awarded bidder(s) to maintain the original bid prices during the extension period. Therefore, the Awarded Bidder(s) may request a price adjustment based on verifiable changes in the market. The awardee shall give written notification to The District Procurement Management Services when a price change is being requested. Price adjustments can only be made at each of the one (1) year extension periods, if any, excluding the seasonal produce list provided on a quarterly basis by the awarded bidder, note Section 6.12 Ordering of Products. The seasonal item(s) pricing will be accepted on a quarterly basis. M-DCPS will review all requests for price adjustments and reserves the right to reject or to modify any and all requests as deemed to be in the best interest of M-DCPS.

If mutually agreed upon, the price adjustment(s) shall be valid for the next school year, unless the adjustment period is otherwise stated and approved by the District. M-DCPS reserves the right to approve requests for price adjustments or to disapprove and to secure new quotations.

The link below to the USDA Agricultural Marketing Service, Miami Terminal, will be used as a reference for confirming produce costs.

http://www.ams.usda.gov/AMSv1.0/ams.fetchTemplateData.do?template=TemplateO&navID=ViewU.S.TerminalMarketPriceReports&rightNav1=ViewU.S.TerminalMarketPriceReports&topNav=&leftNav=&page=FVMarketNewsTerminalMarketReportsMore

QUESTIONS AND ANSWERS:

Q1: Is it possible for a location to order only 1 unit of an item? This might not be feasible. Can an order minimum be established for an item?

A1: There is no minimum order set, but it is rare that a site will only order one case of an item for their entire produce order.

Q2. When delivering, who is to unload the truck? The receiving location or the driver?

A2: The awarded bidder's truck drivers are charged with unloading the trucks, in addition the drivers will also be delivering all produce items into the kitchen/cafeteria for storage.

Q3: If M-DCPS chooses to receive produce from a farmer through opportunity buys, and we are to pick up, do we invoice M-DCPS for just the cost for delivery?

A3: Invoice will be for total amount (amount per case PLUS the per case handling & delivery fee, that needs to be submitted onto the specification sheet for pricing when submitting for solicitation.) Cases of produce from Farm-to-School are delivered to produce company for deliveries.

Q4: The cost of produce fluctuates from week to week, how does M-DCPS anticipate to maintain fixed costs for 3 years?

A4: Please refer to the updated language for Section 6.17 and Section 6.18 included with this addendum.

Q5: We consider locally grown 400 miles radius from our distribution center here in Florida, is this so?

A5: Pursuant to the language within this solicitation: Miami-Dade **prefers** to receive locally grown Florida produce and **when possible,** produce grown in Miami-Dade County.

Q6: If an item, like bananas, are only available from an international location during a season, will you accept it?

A6: Yes, there are certain produce items, such as bananas, kiwi and pineapple that are not available in adequate quantities domestically in the US, so these are produce items that are exempt from the Buy American Provision.

Q7: Can the previous award tabulation and renewal contracts pricing be provided?

A7: For pricing related to the previous award, please refer to Attachment 1 of this addendum.

Q8: Can you provide 1 previous invoice from US Department of Defense order and 1 previous invoice of a FFVP order?

A8: Awarded bidder(s) will need to provide an invoice that has the FFVP items in a separate invoice. The DoD invoice should be specified from the company that provides the DoD items for south Florida, which currently is Oakes Farm.