



**RFP – Produce Bid  
Amendment #1**

**ITEM BID - COST BID**

DELETE: “% Mark up over USDA Wholesale Market Price Report, San Francisco July 2018”

**REPLACE AS FOLLOWS: % Mark up over bidder’s landed cost. (USDA Wholesale Market Price plus shipping cost to distribution site) as of July 2018.**

**ITEM 2 – SECTION 8. PRICES**

DELETE: “If during the contract period there should be a decrease in prices of the items bid, a corresponding decrease in prices on the balance of the deliveries shall be made to the District for as long as the lower prices are in effect, but at no time shall the prices charged the District exceed the prices bid. The District shall be given the benefit of any lower prices which may, for comparable quality and delivery be given by the contractor to any other school district or any other state, county, municipal or local governmental agency in Yakima County for products listed herein.

**REPLACE AS FOLLOWS: Since product costs are based on market availability, product pricing is anticipated to rise and fall in accordance with market standards, however, the fixed fee (delivery and overhead rates) shall remain firm for the life of the contract. Bid pricing should be based on bidder’s actual costs as of July 2018. All merchandise will be FOB destination to specific school locations. Absolutely no fuel surcharges, carrying, or handling fees are to be invoiced as a separate line item for deliveries made from this contract.**

**ITEM 3 – SECTION 10. PERFORMANCE GUARANTEE**

DELETE: All of section 10.

**ITEM 4 – SECTION 19. DEFAULT BY CONTRACTOR**

DELETE 10<sup>TH</sup> ROW THRU END OF PARAGRAPH: “The prices paid by the district at time such purchases are made shall be considered the prevailing market price. Any extra cost incurred by such default may be collected by the District from the bidder, or deducted from any funds due the bidder”

**ITEM 5 – SECTION 23.N PRODUCT SHORTAGES**

DELETE 3<sup>RD</sup> ROW TO END OF PARAGRAPH: “The difference in cost and all delivery charges shall be the responsibility of the supplier listed on the original contract agreement.

**ITEM 6 – PRODUCE SPECIFICATIONS AND CONDITIONS**

Section: Ordering

DELETE: “The vendor must allow for up to 5 orders/deliveries per week”

**REPLACE AS FOLLOWS: District will require one or two deliveries per week on a day mutually agreed upon by Nutrition Services and Contractor. The District is open to discussing other delivery options that improve service, quality and/or pricing. Marcia suggested changing to 2-3 days a week.**