



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
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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. If your bid/proposal has not been submitted, substitute the pages marked REVISED and mail your entire bid/proposal package.

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 _____ FAX # _____

BY: SIGNATURE (Manual): _____
 OF AUTHORIZED REPRESENTATIVE

NAME (Typed): _____ TITLE: _____
 OF AUTHORIZED REPRESENTATIVE

SECTION 4.7 – PROCUREMENT OF NEW PRODUCTS

The Department of Food and Nutrition evaluates new products year-round. Criteria used in selecting products for testing include, but are not limited to: student acceptability, portion cost, nutritional analysis, menu needs, a la carte menu needs, current mix of products, etc. The Department of Food and Nutrition reserves the right to test products believed to best serve the goal of providing quality products to the students. If samples are requested, the company representative will be notified to provide sealed, full-case sample(s), at no cost to the District, to the Department of Food and Nutrition for designated school site(s) to conduct further testing. The Department of Food and Nutrition reserves the right to add/delete items throughout the contract period.

- A. Samples should be submitted according to the Department of Food and Nutrition's testing procedures. New items approved as acceptable brands may be purchased during this contract period.
- B. Samples for testing shall be provided at no cost to the District. Each sample must include the product nutrition information, ingredient list, country of origin and allergy information. CN label/production formulation statement is also required, if applicable.
- C. If product is approved, manufacturers shall submit a copy of their published supplier's price list, minus any discounts, to the Department of Food and Nutrition.
- D. The distributor shall submit a quotation for the cost of the new item for review and approval by the Department of Food & Nutrition. The fixed delivery fee from the Distributor applies to all items.
- E. The Department of Food and Nutrition reserves the right to "shop the market" to locate the most competitive product.
- F. Purchase prices for new items will be determined by supplier's price plus the distributors fixed fee.

As part of the conditions and services of the contract, the awarded vendor must provide acquisition, storage and distribution of any items to be procured on behalf of the District for student meal programs from District-certified small, minority and women's and veteran's owned businesses as requested by the District. In addition, the awarded vendor is encouraged and expected to support and provide opportunities for the inclusion of local, small, minority and women 's owned business to participate for consideration of items for potential inclusion as part of the District school meal programs; and also advise any known small, minority and women's owned business affiliated with the awarded vendor to become certified by the Miami-Dade County Public Schools Office of Economic Opportunity.

**Request for Proposals
RFP-20-022-MD
Mainline Food and Distribution Service**

**ADDENDUM NO. 2
Questions and Answers**

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

QUESTIONS AND ANSWERS:

Q1: Given the current Supply Chain issues we are experiencing as a result of the COVID Pandemic will the District consider joining a GPO as a part of the process to assist in stabilizing and reducing food costs?

A1: At this time, our intent is to award this RFP to the best (highest rated) responsive / responsible proposer.

Q2: Is there a date we should be pricing from for the Market Basket as currently we are experiencing inflation in food and want to make sure everyone is pricing from the same point in time.

A2: Section 4.13—Pricing & Costs to the District states:

“Pricing on the attached product list shall remain fixed for a 6-month period with an option for mid-year review based on verifiable market changes. Distributor provides an updated mid-year Master Customer Price List to the Department of Food & Nutrition in January.”

However, in the event of MFR raising prices of a product prior to the mid-year review, the distributor and manufacturer must provide the district a pricing notification letter outing the price change, the reason for the change, and the effective date requested for consideration and review by the district. The district must authorize any and all MFR price increases requested.

Q3: Can you offer clarification regarding whether or not Miami-Dade is expecting submissions for this bid to be direct from the manufacturer or from the distributor? Or both?

A3: Pricing submissions on approved brands/products and for the purposes of this solicitation should be submitted through distributors that plan to respond.

Miami-Dade expects all submissions for this bid to be from the distributor as part of their RFP response. Please refer to Section 4.4—Other Requirements

“The awarded distributor shall solicit competitive bids from manufacturers, that meet all sanitation and safety requirements, and purchase food and supplies as required by the District.”

Please refer to Section 4.6—Product Solicitations

“The awarded Distributor will solicit and record bids from manufacturers, for approved District products, and to determine the lowest bidder(s). Upon award of this RFO, the Distributor will provide a product pricing spreadsheet. The awardee will be required to complete the spreadsheet provided to include: Unit cost, pack size and product code of all items.”

Q4: Can you provide more detail on your preferred ordering procedure? For instance, do individual school locations place orders, or are they placed centrally from the food and nutrition staff? How long in advance are orders placed? Can you provide more detail on the ordering procedures listed in section 4.24?

A4: The Districts' individual school locations forecast weekly orders 4-5 weeks in advance through an electronic system to the Districts' central Food & Nutrition office. Orders are reviewed and processed in the District's Food & Nutrition central office and transferred via electronic export to our current mainline distributor for forecast and ordering purposes.

Once orders are processed, awarded distributor compiles anticipated forecast and proceeds with their ordering procedures for all food/paper good items. One week before the distributor ships the next weeks' deliveries, the distributor provides the central Food & Nutrition office exception files for any food/paper good items that are not in stock or have not arrived. Food & Nutrition personnel assist with substitution decisions, etc.

Q5: As a distributor, we are not further processing USDA donated foods. Is section 4.5 (D) listed in error? If not, can you explain?

A5: Awarded distributor must have a signed agreement in place from any processor prior to receiving the finished end product for storing and delivering finished end products, and must adhere to the following regulations below:

7 CFR 250.11(b)

Receipt of shipments. The distributing or recipient agency, or other consignee, must comply with all applicable Federal requirements in receiving shipments of donated foods, including procedures for the disposition of any donated foods in a shipment that are out-of-condition (as this term is defined in [§ 250.2](#)), or are not in accordance with ordered amounts. The distributing or recipient agency, or other consignee, must provide notification of the receipt of donated food shipments to FNS, through electronic means, and must maintain an electronic record of receipt of all donated food shipments.

7 CFR 250.11(d)

Payment of costs relating to shipments. The Department is responsible for payment of processing, transportation, handling, or other costs incurred up to the time of delivery of donated foods to a distributing or recipient agency, or other consignee, as the Department deems in its best interest. However, the distributing or recipient agency, or other consignee, is responsible for payment of any delivery charges that accrue as a result of such consignee's failure to comply with procedures in FNS instructions - e.g., failure to provide for the unloading of a shipment of donated foods within a designated time period.

Q6: Other than USDA foods, are there any district-owned foods that will need to be transferred to a new contract awardee? If so, can you provide information on the anticipated volume and number of items the district owns?

A6: Refer to Section 4.21—End of Contract Inventory Transfer
“At the End or Termination of the contract, it is the Distributor’s responsibility to transfer and deliver any inventory consigned to the School District of Miami-Dade County to the “new Distributor”, at no cost to the District. The new Distributor will accept all deliveries of inventory for all products as directed by the Department of Food and Nutrition as part of the award criteria.”

The District cannot provide an anticipated volume and number of items that would be transferred as the current contract is valid through June 30, 2022.

Q7: Does the district currently have any items which require USDA grading? If so, can you provide some sense of the volume of items and quantities? Can you provide more detail on section 4.8? We assume this is a requirement of the manufacturer/further processor.

A7: Please refer to the Product Specifications List attached to this RFP for the specifications for the items that may indicate a USDA grade requirement.

Q8: For section 4.11 can you please clarify that further processing shortages would only occur on fee for service items and those substitutable items offered under Net Off Invoice are not included in this requirement? We would not include substitutable items in the monthly inventory. We would include any district-owned items such as USDA ready-to-eat, (brown box) items and other commercial items the district and the Sysco agree to warehouse and distribute.

A8: Substitutable items offered in place of an NOI commodity product are not included in this requirement unless the item of substitution is also an NOI or commodity item.

Q9: How is the “value in place in the warehouse” determined? Is this value determined by the USDA through their annual November publication or is another method used?

A9: The prices are determined by USDA at the time of delivery and a weighted average value is applied to the inventory on hand to determine “value in place in the warehouse”.

Q10: Does the district coordinate with the distributor to select USDA foods to be ordered for the upcoming school year? Ideally, both the district and the awarded distributor would work together to determine those items that offer the most value coming from USDA or from the distributor.

A10: District can coordinate with the distributor on the USDA foods that will be ordered for the upcoming school year, but it is the sole discretion of the District to determine what USDA food items will be most needed for all of the Child Nutrition Programs.

Q11: Can you please provide additional detail concerning The Distributor being responsible for tracking the Commodity Product from the USDA to the Processor and ultimately, delivery to the schools? The distributor is not in a position to influence, control or otherwise participate in the contract for USDA foods purchased by USDA that are then sent directly to an approved further processor? Perhaps this section is used for solicitations intended for further processors?

A11: The distributor is responsible ONLY for tracking all commodity items (brown box & NOI) received in their warehouse for distribution for our schools. They are NOT responsible for tracking the Commodity Product from the USDA to the Processor.

As per Section 4.25—Reports/Audits, there are 2 different reports that MUST be provided to the Department of Food & Nutrition on a weekly basis. These are the “Brown Box” (Direct Delivery) Report & the NOI (Net Off Invoice) report.

“1. Brown Box Reports list on hand, usage, received, and adjusted amounts for all USDA foods (brown box/commodity) items that are directly delivered from USDA to distributor’s warehouse. Quantities listed for these items must be based from previous weeks’ activities for all USDA brown box/commodity items and must be provided by end of day on Mondays.”

“2. NOI Reports list all commodity processors the District utilizes, and provides previous weeks’ activities for each commodity item utilized per manufacturer/processor. NOI Report must contain date of week, name of manufacturer/processor, commodity code, commodity description, allocated commodity amount, available commodity amount, week usage commodity amount, and % used YTD commodity amount.”

A sample of each type of report that is being provided by our current awarded distributor is attached.

Q12: Can you please provide additional detail concerning requirements for Prior Year Donated Product? The distributor does not maintain any authority over USDA donated foods held at the further processor level. Any balance would be available for the district to utilize in future bid cycles, or it can pursue a transfer to manage the asset.

A12: The distributor is responsible ONLY for tracking all commodity items (brown box & NOI) received in their warehouse for distribution for our schools. They are NOT responsible for tracking the Commodity Product from the USDA to the Processor.

- Q13: Can you please provide additional detail concerning velocity reports. Typically, districts use K12foodservice.com or Processor Link to obtain official reports of usage, balance, and other information concerning further processed items. Those represent the official figures manufacturers use to report to the State and Federal Government to maintain compliance with their processing agreements.**
- A13: Yes, the District does use K12 and Processor Link to monitor the commodity allocation balances, but the awarded bidder still needs to provide the weekly NOI report that shows breakdown of commodity usage from deliveries made on a weekly basis. Sample is attached.
- Q14: Does the district have a current inventory listing of USDA foods in storage? May we please have a copy of the most recent statement?**
- A14: The District does have a current inventory listing of USDA foods in storage. These direct delivery USDA food items are delivered and utilized on a weekly basis, and an end-of-year inventory is completed to determine final count of cases remaining from current SY.
- Additionally, the most recent brown box report is attached.
- Q15: For USDA foods in storage are all items marked with a receiving date and a best if used by date?**
- A15: All USDA foods are entered in distributors' electronic system with a receiving date and best if used by date. Please see sample below from current awarded distributor:
 1891654
 MD #3581
 PEAR DCD IN EX LS CND
 RECEIVED 12/23/21
 EXP DATE: 09/26/2024
 CASES: 912
 PO#705656
 SO#: 5000701063-100
- Q16: If awarded a contract, when will the remaining USDA donated food inventory be delivered to us?**
- A16: Refer to Section 4.21—End of Contract Inventory Transfer
 At the End or Termination of the contract, it is the Distributor's responsibility to transfer and deliver any inventory consigned to the School District of Miami-Dade County to the "new Distributor", at no cost to the District. The new Distributor will accept all deliveries of inventory for all products as directed by the Department of Food and Nutrition as part of the award criteria.
- Q17: Does the district have additional orders placed with USDA that will be delivered this school year? If so, can you please share information on the number of items and the volume expected?**
- A17: District receives USDA direct delivery (brown box) items throughout the school year, but by Spring, all deliveries for school year have usually been made. Estimated case volume of brown box items per SY is approximately 65,000 cases.
- Q18: Are there opportunities for other districts to "piggyback" off an award to this solicitation?**
- A18: Yes, please refer to section XIV.
- Q19: Can you confirm whether or not the buildings have a loading dock in for deliveries?**
- A19: All Miami-Dade County Public School sites that are listed on Master School List that are currently receiving food deliveries, have an outside area by the kitchen/cafeteria that allows for delivery of food items. Some sites will have loading docks for deliveries, but others will have direct access into kitchens via doors and/or ramps for easy delivery.

Q20: Does the district maintain any warehouse or central receiving location(s) that support school buildings currently?

A20: Yes, but not for food. The District's Store & Distribution warehouse is not a food storage facility.

Q21: What is the available delivery window?

A21: Please refer to Section 4.15—Delivery Requirements

"Deliveries will be accepted Mondays through Fridays between 6:00am and 3:00pm. The District reserves the right to modify and/or explore alternate delivery schedules."

The District will work with the awarded vendor to schedule possible bi-weekly deliveries for lower volume and remote locations, if possible, within the school food service operation. Under emergency or special conditions, the district will also work with the awarded vendor to determine alternative delivery schedules or extended time frames on an as-needed basis.

The awarded distributor is the responsible agent for all deliveries made to the district. Partnering (subcontracting) for distribution service to district schools may be allowed provided all applicable terms and conditions as outlined in the RFP (ex. insurance, safety, sanitation, product handling, etc..) remain the sole responsibility of the awarded distributor and may not be delegated to any third party or partner on behalf of the district. The awarded distributor is responsible for all management, oversight, communications, etc. with any partner/subcontractor and the district will not incur any additional fees/costs for any service the awarded vendor incurs with a partner/subcontractor for these deliveries.

Q22: Can you please provide the Bid Term Dates. Documents state 3 initial year, with 3 - 1 year renewal options, but doesn't list actual dates.

A22: The current contract expires June 30, 2022. At this time, the district can only commit to the term. The actual dates will depend on Board Approval and Contract negotiations.

Q23: Can you please confirm if this bid is both a distributor bid and a direct from manufacturer bid or is this just a distributor bid?

A23: Distributor, Mainline Food Distribution Service

Q24: Who is the current distributor and why are they not extending their agreement and what is their last day of service?

A24: US Foods. No extensions remaining in current agreement. Contract ends June 2022.

Q25: Is there existing inventory at the incumbent that we will be expected to purchase (are these sales guaranteed)

A25: Refer to Section 4.21—End of Contract Inventory Transfer
At the End or Termination of the contract, it is the Distributor's responsibility to transfer and deliver any inventory consigned to the School District of Miami-Dade County to the "new Distributor", at no cost to the District. The new Distributor will accept all deliveries of inventory for all products as directed by the Department of Food and Nutrition as part of the award criteria.

PLEASE NOTE THIS IS AN MDCPS BID - NOT A COOP BID. ALL ANSWERS REPRESENT MDCPS ONLY.

Q26: Is the ~~Cooperative~~ MDCPS open to an alternative distribution model including: Midweek Deliveries, Weekend Deliveries, Night/unattended deliveries and Bi Weekly deliveries for lower volume and remote locations?

A26: Please refer to Section 4.15—Delivery Requirements
Deliveries will be accepted Mondays through Fridays between 6:00am and 3:00pm. The District reserves the right to modify and/or explore alternate delivery schedules.
The District will work with the awarded vendor to schedule possible bi-weekly deliveries for lower volume and remote locations, if possible, within the school food service operation. Under emergency or special conditions, the district will also work with the awarded vendor to determine alternative delivery schedules or extended time frames on an as-needed basis.

The awarded distributor is the responsible agent for all deliveries made to the district. Partnering (subcontracting) for distribution service to district schools may be allowed provided all applicable terms and conditions as outlined in the RFP (ex. insurance, safety, sanitation, product handling, etc..) remain the sole responsibility of the awarded distributor and may not be delegated to any third party or partner on behalf of the district. The awarded distributor is responsible for all management, oversight, communications, etc.. with any partner/subcontractor and the district will not incur any additional fees/costs for any service the awarded vendor incurs with a partner/subcontractor for these deliveries.

Q27: Is the Cooperative MDCPS open to using as much existing K12 inventory from other customers vs new items?

A27: “The Product Specifications List from this RFP contains the products and quantities that the District expects to purchase.” Awarded Distributor can provide District with a list of K12 inventory from other customers (with nutritional specifications, ingredient list, allergy information, CN label/product formulation statement if applicable of these K12 inventory items) to determine if any of these food/paper good items are acceptable substitutes. If approved as an acceptable substitute by District, awarded distributor would add food/paper good item to District’s Master Customer Price List in order for sites to order and receive item.

Q28: Does the Cooperative MDCPS negotiate its own pricing agreements?

A28: Miami-Dade expects all submissions for this bid to be from the distributor as part of their RFP response.

Please refer to Section 4.4—Other Requirements

The awarded distributor shall solicit competitive bids from manufacturers, that meet all sanitation and safety requirements, and purchase food and supplies as required by the District.

Please refer to Section 4.6—Product Solicitations

The awarded Distributor will solicit and record bids from manufacturers, for approved District products, and to determine the lowest bidder(s). Upon award of this RFO, the Distributor will provide a product pricing spreadsheet. The awardee will be required to complete the spreadsheet provided to include: Unit cost, pack size and product code of all items.

Q29: Will the Cooperative MDCPS join Clear Vu/GPO to help stabilize and control costs and offer consistent pricing?

A29: The district is not planning on joining any CoOps at this time.

Q30: Will distributors be asked to hold pricing in the event the MFR raises prices?

A30: Please refer to Section 4.13—Pricing & Costs to the District-

“Pricing on the attached product list shall remain fixed for a 6-month period with an option for mid-year review based on verifiable market changes. Distributor provides an updated mid-year Master Customer Price List to the Department of Food & Nutrition in January.”

In the event of MFR raising prices of a product prior to the mid-year review, the distributor and manufacturer must provide the district a pricing notification letter outing the price change, the reason for

the change, and the effective date requested for consideration and review by the district. The district must authorize any and all MFR price increases requested.

Q31: How many ~~prop~~ proprietary items do you currently have?

A31: If by “proprietary” means USDA commodity “direct delivery” items, attached is the most current Brown box “direct delivery” items report from week of Jan. 3rd.

Q32: Is the ~~Cooperative~~ MDCPS open to a minimum order/case for lower volume locations?

A32: District will accept a minimum order/case count per site to be 15 cases.

Q33: Do any of the districts have the ability to self-distribute from a central location?

A33: Please refer to A20.

Q34: What is the current brown box environment in PA?

A34: Incomplete question.

Q35: How will “Buy American” impact this agreement given the current supply chain issues?

A35: Please refer to Section 4.27—Additional Requirements

BUY AMERICAN PROVISION

Schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States are required to purchase, to the *maximum extent practicable, domestic commodities* or products for use in meals served under the NSLP and SBP. The legislation defines “domestic commodity or product” as one that is produced in the United States and is processed in the United States substantially using agricultural commodities that are produced in the United States. Substantially” means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.

The awarded vendor must inform the Department of Food & Nutrition of any products requested/specified that cannot be produced/processed in the United States. Written prior approval by the Department of Food & Nutrition is required for the purchase or substitution with any foreign item. The awarded vendor will be responsible for all costs of any unauthorized foreign products substituted or delivered to any school and the District will not pay for any such items.

Q36: The bid says that if an item is out, the vendor must sub at the same portion price. We’ll need to lock in the same fee per case or margin. But, the sub price will not be the same. Will we be asked to hold pricing when items are out of stock or unavailable?

A36: Awarded bidder is to provide the District with any acceptable substitute items and price of these items. District will determine if substitute item and price is acceptable for an acceptable substitution.

Q37: Since some manufacturers have already provided pricing through June 2022, will the new pricing be good with the start date of 7/1/2022? If not, the existing manufacturer contract rates for RFP 16_036 may have a change in pricing, which would impact purchases for current school year and summer feedings 2022 (if the RFP start date is 3/1/2022).

A37: Please refer to Section 4.13—Pricing & Costs to the District-

“Pricing on the attached product list shall remain fixed for a 6-month period with an option for mid-year review based on verifiable market changes. Distributor provides an updated mid-year Master Customer Price List to the Department of Food & Nutrition in January.”

In the event of MFR raising prices of a product prior to the mid-year review, the distributor and manufacturer must provide the district a pricing notification letter outlining the price change, the reason for the change, and the effective date requested for consideration and review by the district. The district must authorize any and all MFR price increases requested.

Q38: Please verify all chicken bid on this RFP will need to be NAE certified to bid.

A38: Please refer to SECTION 4.8 – ACCEPTANCE AND GRADING CERTIFICATES

a. As a member of the Urban School Alliance, we require that all chicken products must be produced under a USDA Process Verified Program that includes compliance with the following:

Poultry – Poultry products must be USDA Grade A for bidding purposes herein, except as indicated otherwise. The USDA grade must be identified by a shield on the carton.

1. No animal by-products in the feed
2. Raised on all vegetarian diet
3. Humanely raised as outlined in the National Chicken Council Animal Welfare Guidelines
4. No Antibiotics ever

If a food company cannot supply the full volume of “No Antibiotic Ever” chicken during procurement, a written plan as to when the supplier will meet the standard will be required. In the meantime, the supplier must have the capacity for USDA Process Verified (third party) for Therapeutic Use Only chicken as defined in the National Resources Defense Council’s “Support For Antibiotic Stewardship in Poultry Production” dated December 2014; Or School Food Focus/The PEW Charitable Trusts “Purchasing Guidelines That Minimize the Use of Antibiotics in Poultry Production” dated September 2014.

Q39: Please confirm for alternate products will samples need to be approved and delivered prior to the RFP deadline or will samples be requested on alternate products bid after the RFP is submitted.

A39: Please refer to Section 4.6 and 4.7 product solicitation and procurement of new products. The Department of F & N, may require samples for products bid as part of the RFP submission.

Q40: Do samples for products need to be submitted direct to the district or through the distributor?

A40: Samples for approval of new products must follow section 4.7 (with the District directly)

Q41: Are the quantities for commercial and commodity to be combined?

A41: No, the quantities for commercial and commodity are not to be combined.

Q42: Please respond to the following questions re: A Cheese Tab:

Item No. 1.5 through 1.8 – will the district accept product offerings with 200 mg. of sodium per stick (aligned with the other cheese stick items 1.3 & 1.4)?

Item No. 1.9 & 1.10 – will the district accept product offerings with 180 mg. of sodium per serving?

Item No. 1.11 & 1.12 – will the district accept product offerings with 190 mg. of sodium per serving?

Item No. 1.17 & 1.18 – will the district accept product offerings with 400 mg. of sodium per serving?

A42: Item No. 1.5 through 1.8: Yes, the District will accept offerings with 200 mg. of sodium per stick.

Item No. 1.9 & 1.10: Yes, the District will accept product offerings with 180 mg. of sodium per serving

Item No. 1.11 & 1.12: Yes, the District will accept product offerings with 190 mg. of sodium per serving

Item No. 1.17 & 1.18: Yes, the District will accept product offerings with 400 mg. of sodium per serving

Q43: What specific action will the School Board take or what specific approach will the School Board adopt in cases wherein the minority firm's pricing on specific items, is higher than a non-minority firm? Will the School Board consider the non-minority firm the responsive bidder?

A43: Per Federal Guidelines, the district must acquire the most competitive prices to qualify for the Federal Child Nutrition Program Funds.

Q44: Are there points being awarded to the Prime Distributor in cases where-in it selects a minority or more than 1 minority firm as a part of its team for purposes of this RFP?

A44: Selection committee will score according to Section 7.3. The requirements under section 7.7 and Exhibit 10 are a requirement, not optional.

Q45: What considerations have the School Board agreed to extend or implement, particularly to minority firms, in light of the negative impacts that the COVID-19 Pandemic has caused, in order to ensure that minority firms can compete and do business with the School Board?

A45: The mandatory goal for proposers to provide a commitment to partner with a MDCPS-Certified African American subcontractor for the purposes of supplying products related to this solicitation.

Q46: In light of the havoc that has been created by the COVID-19 Pandemic and the negative impacts to local, National and global markets, does the School Board remain resolved in its position that firms are not allowed to change or adjust their prices during the contract period (3 years)? Does the School Boards position and decision to mandate fixed pricing, extend to minority businesses which may be acting as a sub-contractor?

A46: A comprehensive response on this question has been provided in prior questions (i.e., A30 & A36).

Q47: Without the specificity of a percentage in terms of minority participation, what specific actions will the School Board take to ensure that minority firms are included on the contract? What specific actions will the School Board implement to monitor the selected Prime vendor and its efforts to bring minority vendors on board as part of the contract?

A47: The mandatory goal for proposers to provide a commitment to partner with a MDCPS-Certified African American subcontractor for the purposes of supplying products related to this solicitation. In addition, according to Section 3.4 & 7.7, commitments will be monitored and are subject to non-performance measures. All awardees must enter payment data on the Online Diversity Compliance System on a monthly basis. The Office of Economic Opportunity will monitor to ensure compliance and accountability.

Q48: Is there a particular reason that the School Board did not designate a percentage of the contract for minority participation? If yes, specifically why? If no specific reason, then why is there no specific percentage of minority participation included within the contract?

A48: Yes. The District is confident that there are endless opportunities. The Goal Setting Committee did not want to cap opportunities for Local and/or Certified Firms.

Q49: Page 6 Section XIV Charter Schools. This RFP states "Items or Services awarded under this Agreement shall be made available to Charter Schools". Will the distributor also be able to approve this?

A49: The agreement must be made available to Charter Schools as well.

Q50: Page 11 Section 2 The RFP has an anticipated contract start date of March 2022. What is the expected date the contract starts and ends?

A50: The current contract expires June 30, 2022. At this time, the district can only commit to the term. The actual dates will depend on Board Approval and Contract negotiations.

Q51: Page 12 Section 3.2 Please clarify if the distributor will be involved in negotiations for an additional (90) days beyond the expiration of the renewal period. The RFP states “at the district’s discretion”.

A51: Mutual agreement would be required.

Q52: Page 17 Section 4.5.d Should manufacturer be included in “Proposers must provide proof of application to the Florida Department of Agriculture and have been approved by the USDA for a State of Florida Commodity Processing Agreement”?

A52: Awarded distributor must have a signed agreement in place from any processor prior to receiving the finished end product for storing and delivering finished end products, and must adhere to the following regulations below:

7 CFR 250.11(b)

Receipt of shipments. The distributing or recipient agency, or other consignee, must comply with all applicable Federal requirements in receiving shipments of donated foods, including procedures for the disposition of any donated foods in a shipment that are out-of-condition (as this term is defined in [§ 250.2](#)), or are not in accordance with ordered amounts. The distributing or recipient agency, or other consignee, must provide notification of the receipt of donated food shipments to FNS, through electronic means, and must maintain an electronic record of receipt of all donated food shipments.

7 CFR 250.11(d)

Payment of costs relating to shipments. The Department is responsible for payment of processing, transportation, handling, or other costs incurred up to the time of delivery of donated foods to a distributing or recipient agency, or other consignee, as the Department deems in its best interest. However, the distributing or recipient agency, or other consignee, is responsible for payment of any delivery charges that accrue as a result of such consignee’s failure to comply with procedures in FNS instructions - e.g., failure to provide for the unloading of a shipment of donated foods within a designated time period.

Q53: Page 19 Section 4.7.d Please clarify “Distributor shall submit a quotation for the applicable fixed fee for the new item for review and approval”.

A53: D. The distributor shall submit a quotation for the cost of the new item for review and approval by the Department of Food & Nutrition. The fixed delivery fee from the Distributor applies to all items.

Q54: Page 28 Section 4.16.j How should we proceed if DCPS has commodity inventory at a processor not included in our proposal?

A54: Refer to Section 4.20 If the District has commodity inventory at a processor that is not included in our proposal, the District may ask the awarded distributor to accept the item in a special condition as the district is required to deplete the commodity balance. Alternatively, if it is in the best interest of the District and approved by the State, the District can request from the State to deplete the commodity at this processor.

Q55: Page 31 Section 4.19 Please advise how to proceed if a specified product has an ingredient listed on the DCPS not award or utilize food items list.

A55: Under Section 4.19—As part of the District’s goals to eliminate ingredients that do not contribute to the promotion of healthy eating practices, products that contain these ingredients will not be awarded.

Q56: Page 33 Section 4.23.h This section has “School District may choose to use a Purchasing Card”. Is this open for negotiation?

A56: No, Food & Nutrition does not plan on using a Purchasing Card under this contract.

Q57: Page 41 Section 7.2 Please clarify how the points are assigned for the “Overall Cost” section of the RFP. Are they based on the total product cost, total product cost including the delivery fee, or the delivery fee only? Also, will overall cost on commodity items be determined by the total commercial or commodity cost?

A57: Points are assigned in the overall cost section of the RFP based on the total product cost and the fixed delivery fee. The commercial and commodity items are evaluated separately.

Q58: Will large bird commodity 100103 be accepted as an option on lines 1.2 , 1.4, 2.4, 2.6, 2.8, 2.10, 2.12, 2.14, and 2.16 of the bid specifications file?

A58: Yes, commodity 100103 will be accepted as an option on lines 1.2, 1.4, 2.4, 2.6, 2.8, 2.10, 2.12, 2.14, and 2.16.