

Questions and Answers – Bid 042-MM03 Healthy Vending Program

1. Taking into consideration that this contract will certainly exceed the Three (3) million dollars investment and the following:
 - i. Previous vending contracts:
 - 081-DD03 Extended only 2 year out of the 4 available for snacks.
 - 038GG-03 Extended
 - 073-JJ03 not extended
 - 036-JJ03 not extended
 - 092-JJ03 not extended
 - 091-JJ03 extended only 1 year out of a possible 3 single year extensions.
 - 093-JJ03 not extended

Could MDCPS consider making this contract a five year contract? Like many other government entities do with smaller contracts. Keep in Mind this would increase revenue to MDCPS. **The contract is a 2 year initial contract with 3 one-year extensions. This is how the contract will remain.**

2. What would be the pricing on the items sold by the cafeteria? Such as Water, Isotonics, Juices, Chips, Cookies, Others.
 - i. Will the pricing on the items sold by the cafeteria given be respected or will the pricing quoted be ignored like on the 2009 Beverage Bid, where Food and nutrition said in the Q & A #10 that it will sell the 16oz bottled water for \$1.00, but it kept selling them for 50 cents?
http://procurement.dadeschools.net/bidsol/pdf/gas/qa1_073-jj03.pdf
Whatever is in the best interest of the District, students, staff, Department of Food and Nutrition and/or any other entity deemed necessary.
 - ii. What would be the consequences for MDCPS or allowances to the vendor if MDCPS decides to lower their pricing? **None.**
3. In page SC1 Specials conditions item number 2 paragraph 2 states that: “All snacks and beverages **MUST** meet the M-DCPS Health and Wellness policy”. It also states that “**ONLY** the items listed on the attachments are permitted to be stocked in the machines at any time, 24 hours a day”. Since only items that are in this list are allowed.
 - i. What is the process and timeline to add items to this list? **The process will be as previously done in past bids and what was verbalized at the**

pre-bid conference. You may also review the procedures at the following link: http://nutrition.dadeschools.net/Test_Eval.asp

- ii. Can you provide the set of guidelines the products need to meet to be placed on the approved list? **Listed on the District Health and Wellness policy.**
- b. On page SC7, Item 16 A, states that “It will be the responsibility of the vendor to maintain and rotate all stock utilized in each vending machine. The vendors will monitor food items and brand preference and remove/replace any food item and/or brand, which ***appears to be unacceptable*** at each location. The Department of Food and Nutrition shall approve all items being placed into machines and reserve the right to remove or replace any and all items that do not meet nutritional ***qualifications/factors/guidelines***”.
 - i. Appears to be unacceptable to whom? **The governing entities of the MDCPS District.**
 - ii. Please explain unacceptability? **If an item is deemed unsuitable or inadequate. Also, this information is stated in the bid and was explained at pre-bid conference.**
 - iii. Can you define “appears to be unacceptable”? **If an item is deemed unsuitable or inadequate. Also, this information is stated in the bid and was explained at pre-bid conference.**
 - iv. Can you give examples of products that meet the criteria but do not meet the appearance? **An example would be if the outside packaging of an item reflects or gives the perception that an unhealthy item is inside the package and/or gives the perception that the item does not follow the Health and Wellness policy.**
 - v. Please explain thoughtfully with examples, what do you mean by “Qualifications”? **If an item is deemed unsuitable or inadequate. Also, this information is stated in the bid and was explained at pre-bid conference.**
 - vi. Please explain thoughtfully with examples, what do you mean by “Factors”? **If an item is deemed unsuitable or inadequate. Also, this information is stated in the bid and was explained at pre-bid conference.**
 - vii. Please explain thoughtfully with examples, what do you mean by “Guidelines”? **If an item is deemed unsuitable or inadequate. Also, this information is stated in the bid and was explained at pre-bid conference.**
 - viii. Will the vendor be advised of the reasons why a product was removed/not-approved? **The vendor will receive notification from the Department of Food and Nutrition on a case-by-case basis.**
 - ix. Can you provide the Guidelines for the Appearance? **Each item will be reviewed as needed.**

- x. What happens if a manufacturer changes the packaging of an approved product? Assuming the SKU remains the same hence no changes to the actual product. **Each item will be reviewed as needed.**
4. On page, SC2, Item 4 the last tab states that “Three (3) commercial references from food service and/or retail trade customers. This list shall contain contact persons at each location by name, position and phone number. The District reserves the right to contact or visit these locations and/or customers in order to evaluate bidder’s qualifications”.
- i. What Weight does this carry for consideration towards award? **This is documentation requested as part of the bid submittal. If a bidder fails to submit required documentation this may result in the bid not to be considered for award.**
 - ii. What would be the penalty if the vendor does not provide references? **This is documentation requested as part of the bid submittal. If a bidder fails to submit required documentation this may result in the bid not to be considered for award.**
 - iii. Would a Vendor that does not provide three references be considered for award? **This is documentation requested as part of the bid submittal. If a bidder fails to submit required documentation this may result in the bid not to be considered for award.**
5. Must every school have at least one machine if requested by the principal? Even if the locations volume sales and/or Number of person in the facility do not call for it? **This will be reviewed on a case-by-case basis.**
6. On Page SC2 Item 5.D. States that “No vendor may install any of the snack or beverage machines within 50 feet from the doors leading to the cafeteria or food service area, inside the school cafeterias or food service area, or any area that would affect the food service line sales at any school location. This does not apply to administrative buildings”. **This refers to student access. Not administration buildings as stated in the pre-bid conference.**
- i. Why is this requirement being increased to 50 feet? **It is an internal decision.**
 - ii. Can you provide the board rule, County Rule, State Rule or Federal Rule for the requirement stating 50 feet? **It is an internal decision.**
 - iii. Can you define: “any area that would affect the food service line sales at any school location” and provide examples. **This would be site-specific and handled on an individual basis.**
 - iv. With this new 50 feet requirement many schools will lose machines due to lack of outlets, Fire Code Regulations, possible physical locations, etc.

how would this be taken into account? **Machines will be placed as per bid specifications.**

- v. Will this 50 feet rule apply to carts where food is being served by the Food and nutrition Personnel during lunch? **The bid rules and special conditions apply to the vendor(s) awarded on the bid.**
7. On page SC6 Item 14 B states that “All servicing of vending machines shall take place during normal site operating hours unless otherwise authorized by the site administrator, with each service call being logged in the main office of each school site location”.
 - i. Who would log the calls? Please explain how the process would work.
This is procedural and has been in place for several years. Any visitors to building(s) and/or school site locations must sign-in to the front office or other designated area.
8. On page SC7 Item 16 C States that “The Department of Food and Nutrition reserves the right to discontinue any item from the approved item list(s) at any time and for any reason during the term of this bid, including any renewals”.
 - i. Does this mean that a product may be removed by a “perception makeover”, even if the product meets School Board wellness policy? **Yes.**
 - ii. Can you state possible reasons beyond the product not meeting the school board wellness policy? **As reviewed at Pre-bid conference. Perception.**
9. If a product is removed, what would happen with ongoing orders of product by the awarded vendor? Please keep in mind that due to the specialty of these items many of these orders are placed months in advance. By reducing the number of days this would increase our cost and diminish the revenue to MDCPS. **Each item is reviewed on an individual basis.**
10. What happens to districts buildings like the Bus yards, Maintenance yards, Region offices, office of Food and nutrition, etc.? **These are not part of this bid.**
11. What happened to the frozen desserts and/or ice-cream vending? **Bid lists items requested.**
 - i. Has it been incorporated into this bid? **Bid lists items requested.**
 - a. If not, can it be put out for bid during the term of this BID?
That information is not currently available.
12. Page SC4 Item 8 F 3.
 - i. Do you want a breakdown per category? **Yes.**
 - ii. Can you define which categories? **Categories are snacks and beverages, please refer to sample report included in the bid package.**
13. Page SC5 Item 11: States that “The Department of Food and Nutrition, along with the Administration at each M-DCPS location serviced under this bid will manage the program throughout each location being serviced by this bid.

Random inspections will be performed throughout the term of the contract and/or extension period(s), if any, to monitor contractor's performance and compliance with the contract. These random inspections can include but are not limited to the following for compliance: safety of vending area, sanitation, minimum fill rate of 75% at all times, machines operating correctly, only APPROVED items in the machines, proper audits of vending machines, appropriate location, and vandalism prevention and/or correction. Failure to correct non-compliance items with the random inspections within 3 business days of notification may be grounds for fines in accordance with this contract".

- i. What Fines will be given to vendors that do not comply with safety of vending area? **These fines will follow the same guidelines as incorrect products placed in machines.**
 - ii. What Fines will be given to vendors that do not comply with sanitation? **These fines will follow the same guidelines as incorrect products placed in machines.**
 - iii. What Fines will be given to vendors that do not comply with minimum fill rate of 75% at all times? **These fines will follow the same guidelines as incorrect products placed in machines.**
 - iv. What Fines will be given to vendors that do not comply with machines operating correctly? **These fines will follow the same guidelines as incorrect products placed in machines.**
 - v. What Fines will be given to vendors that do not comply with vandalism prevention and/or correction? **These fines will follow the same guidelines as incorrect products placed in machines.**
 - vi. Can you explain thoroughly the process to determine and prove that the vendor has not complied with any of the violations? **Random inspections will be performed by staff.**
 - vii. Who is going to be responsible for enforcing these violations? **The department where the violations occur.**
 - viii. Who will receive the funds produce by these fines? **That information is not currently available.**
14. Page SC5 Item 12 States that "The District does not guarantee the prevention of any loss to the Contractor due to vandalism or forcible entry and will not be responsible for the loss of cash, products, and cost of repairs or replacement of products. All plans of corrective action must be approved by the site administrator and at no cost to the District".
- i. Does this cover damages by negligence from MDCPS staff? Such as pressure cleaning the snack, beverage, and other machines, or MDCPS staff connecting the vending machine to a 220 volt line, in both cases burning the electrical system? **The BOARD does hereby agree to indemnify and hold harmless the Bidder, to the extent of the limitations included within Florida Statutes, Section 768.28, subject to the provisions in this act whereby the BOARD shall not be held liable to pay a personal**

injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the **BOARD** arising out of the same incident or occurrence, exceeds the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise solely as a result of the negligence of the **BOARD**. However, nothing herein shall be deemed to indemnify the **Bidder** from any liability or claim arising out of the negligent performance or failure of performance of the **Bidder** or as a result of the negligence of any unrelated third party.

- ii. Who will be financially responsible for the negligence from MDCPS staff?
See answer to question 14i.
15. Who is going to be Financially responsible for:
- i. Vending machines being unplugged by MDCPS staff while these should be operational, like when the superintendent or a political figure visits a school. **These situations should be discussed with site administration.**
 - ii. Vending machines losing power due to construction or a damage circuit breaker or any other NOT natural cause? Such as a bad outlet or a bad circuit breaker) **These situations should be discussed with site administration.**
 - iii. Security staff blocking access to the vending machines. **These situations should be discussed with site administration.**
 - iv. School Administrators that lock down the vending banks during FCAT week. **These situations should be discussed with site administration.**
 - v. School Administrators blocking access to the vending machines during election days. **These situations should be discussed with site administration.**
 - vi. MDCPS staff conducting Food sales that do not meet the Wellness policy? **Discussed at pre-bid conference, all M-DCPS staff should follow the Health and Wellness policy.**
 - vii. MDCPS student during or not during fundraisers, conducting Food sales that do not meet the Wellness policy? **Discussed at pre-bid conference, all M-DCPS staff should follow the Health and Wellness policy.**
16. Will any adjustments be made in the case a hurricane hits or any other natural disaster? **No. Vendor will be responsible to protect their machines.**
17. Page SC7 Item 18 States that “The damages applied will be cumulative for the entire term of the bid including renewals”.
- i. Could you explain further? **Offenses are cumulative for the entire contract period including renewals. Example: If the awarded vendor has one offense in the first 2 years of the contract, and another offense during the first renewal period this offense would be considered their second offense.**
18. Will students be allowed to purchase from the machines in between classes?
Depends on the school-site administration.

19. Will students be allowed to purchase from the machines during classes?
Depends on the school-site administration.
20. Page SC7 Item 18 States that “The check must be submitted with a detailed explanation of the violation(s). Failure to pay the damages will be grounds for default”.
 - i. If the vendor pays the \$500.00 fine and then this events repeats, does the vendor just need to pay another \$500.00 and no further consequences are to occur regardless of the number of repeat offences as long as the violations get fix? **If the vendor continues to violate guidelines, then default will be considered. This is clearly explained in bid, we are here for the health and wellness of the students, and they are our main concern. If bid is not followed then awarded vendor can be considered in default.**
21. Can the School Board Building Cafeteria be allowed to sell products that are not included in the Approved list of products (Snacks, meals, Beverages)? **No.**
22. Can the School Board Building Cafeteria be allowed to sell products (Snacks, Meals, and Beverages) that do not meet the MDCPS wellness policy? **No.**
23. Can the School Board Building Cafeteria be allowed to sell food (meals) that does not meet the School Board wellness policy? **No.**
24. Will teacher lounge vending machine have to carry only products that are in the approved list? **Yes.**
25. Will the awarded vendor(s) be given first right of refusal to any “pilot vending programs” that could affect the sales of this bid, such as the “fruit vending machines pilot program” that also sold chips and cookies and drinks, which affected the sales of all other vending contracts (middle and high schools) because it was conducted on a total of 23 schools. **M-DCPS programs are handled by M-DCPS administrators.**
26. What is going to happen to clubs that continue to sell non-approved products? **Discussed at pre-bid conference. This is determined by school-site administration.**
 - i. How would the vendor be compensated for these events? **They will not be compensated.**
27. What is going to happen to the programs for specials kids that sell food and beverages like the one in North Miami Beach and in many other schools? These sales directly affect the vendor’s sales and greatly affect net revenue since the vendor has to pay a flat fee with no changes in the number of machines allowed for two years. **Discussed at pre-bid conference. Programs for special kids will remain part of the District curriculum as deemed necessary by M-DCPS.**
 - i. Are they going to be allowed to continue to sell non-approved products (Package Snacks, Package Beverages)? **Discussed at pre-bid conference. Programs for special kids will remain part of the District curriculum as deemed necessary by M-DCPS.**

28. Would the vendor be allowed to modify the number of machines of a school if the principal changes the operations of the school? Such as not allowing students to leave the cafeteria during lunch, or blocking off the vending machines areas at any time. In the past Principals have done this and does not want to remove the machines to not lose revenue. **Each incident will be handled accordingly.**
29. What would happen to the Hot Dog carts or other kind of food vendors that are outside school property? Such as the hot dog carts at IPREP (downtown) and Lindsey Hopkins. **That information is not currently available.**
30. What would happen to food vendors either outside (sidewalk) or inside school property at the end of school (Release time)? **That information is not currently available.**