

San Francisco Unified School District

Student Nutrition Services Invitation for Bid No. MS-2012

Meal Services MANDATORY PRE-BID CONFERENCE October 26, 2012 – 10:00 A.M., Room 113

Questions and Answers re IFB No. MS-2012

Below are the questions that SFUSD has received regarding IFB #MS-2012, numbered 1 through 26, as well as the District's responses to these questions.

1. Will the district accept proposals that include a portion of the entrée's frozen?
District Response: No. Please see Section 57 ("Major Ingredients and Food Specifications") for further detail, including but not limited to the definitions of "freshly prepared" and "not frozen" meals.
2. Pg 3, Para 5 – States the district is committed to the zero waste goal by 2020 by using compostable wares wherever possible, does this apply to this IFB as it is only extendable to 2017 or is the district looking for movement towards zero waste and by what measurement?
District Response: Please refer to subsection (G) of Section 61 ("Condiments; Packaging") for further detail on Zero Waste Goals.
3. Pg 7, 10, C – Responsibility of contractor not to exceed the dollar agreement. Does this include the districts right to change or modify the menu? If in fact that it exceed the district amount what will be the process for expanding the amount of the contract?
District Response: If the District requests a meal change, the contractor must offer an alternative, or alternatives, that fit within the pricing in the contractor's bid sheets submitted in response to the IFB, unless otherwise agreed to between the parties in writing pursuant to a modification to this Agreement pursuant to Section 35 ("Modification of the Agreement") of this Agreement.
4. Pg 7, 12 – Price adjustments with a basis point of June implies that there will be an 18month in place contract. Will price increase be allowed only in December or June?
District Response: The District operates on a fiscal year basis, July 1 through June 30. Any potential price increase under Section 12 ("Price Adjustments") would occur with regard to a new fiscal year starting on July 1, with written submittal and documentation requirements prior to that.

5. Pg 8, 16, A – Refer to question number 3.

District Response: If the District requests a change, the contractor must offer an alternative, or alternatives, that fit within the pricing in the contractor's bid submitted in response to the IFB, unless otherwise agreed to between the parties in writing pursuant to a modification to this Agreement pursuant to Section 35 ("Modification of the Agreement") of this Agreement.

6. Pg 9, 22 - The current contract is good thru December 31st, are there any other dates scheduled for implementation other than after Christmas break?

District Response: SFUSD declines to answer this question, as it appears to be about a current contract between SFUSD and PMSI. Questions under IFB MS-2012 are limited to the subject matter of IFB/contract MS-2012, discussion of other subject matter is not permitted.

7. Pg 22, 53, B – What are the educational requirements and job descriptions of the account executive that will be dedicated to this account and is there a job description or minimum standards.

District Response: Such requirements are left to the vendor.

8. Pg 23, 57, A thru W – Does this apply to USDA commodities products?

District Response: Yes, unless otherwise approved by the District.

9. Pg 25, 58 – Must the contractor operate under a USDA facility to meet the CN Requirements as required on pg. 26, 59, C?

District Response: It is optional for the winning bidder, if an award is made, to meet such requirements.

10. Pg 31, F, 5 – Should the dressing ie. Lettuce, tomato and condiments be provided with the sandwich or on the sandwich?

District Response: All such items should be on the sandwich.

11. Does the 9M guideline as established in the IFB include summer meals and snacks?

District Response: Yes.

12. Requirements by the USDA/FNS Department guidelines states the district shall provide a menu with the IFB, is it the intent of the district to follow this USDA guideline? This guideline is intended to provide for fair competition by each contractor delivery or providing on a specified menu, and will these menus be a choice menus?

District Response: **IMPORTANT NOTE** – Through an addendum to this IFB/contract number MS-2012, the District will issue a basic 21-day menu cycle for bidders to use in

developing their bid responses. Bidders must monitor the District website provided in the IFB/contract for posting of said addendum to the IFB/contract.

13. Pg. 3, Para 3 & Pg. 25, Q. & S. - Regarding Fresh Meals, is there sufficient refrigeration at all school sites to accommodate breakfast, lunch, snack, and supper daily?

District Response: District school sites have sufficient refrigeration capacity to support daily usage for all meal periods that the District serves—breakfast, lunch, and snack. No supper meal is served by the District at this time. If the District decides to start serving supper, refrigeration capacity will be evaluated and addressed prior to implementation.

14. Pg. 21, D. - Will delivery vehicles be refrigerated in order to assure meal freshness and quality? If not refrigerated, will the City of San Francisco allow this?

District Response: This question is unclear. The District's contract delivery vans have been cleared by the San Francisco Department of Public Health.

15. Pg. 21, D. - Who will be responsible for meal safety and delivery once meals have left the contractor in delivery trucks?

District Response: It is the District's understanding that vendor's reference to "Pg 21, D" refers to Section 52 ("Performance Logistics"). The District provides the following response. The sign off between the meal services contractor and the District's delivery contractor is for accountability purposes, to ensure that what is ordered by route (and by site) is transferred from the meal services vendor to the contract delivery service, and can thus be expected to arrive at the sites. When discrepancies or problems are reported from the school sites, the District researches the audit trail to determine if a discrepancy or problem does indeed exist, and if so, whether the source of the issue lies with the District, the meal services contractor, or the delivery contractor. The nature of the problem is also analyzed. Such research and analysis is used to determine which party is responsible for such an issue.

16. Pg. 22, D. - Will CDE approve the 21 day cycle menu coming from the contractor rather than SFUSD?

District Response: **IMPORTANT NOTE** – Through an addendum to this IFB/contract number MS-2012, the District will issue a basic 21-day menu cycle for bidders to use in developing their bid responses. Bidders must monitor the District website provided in the IFB/contract for posting of said addendum to the IFB/contract.

17. Pg. 24, F.&H. Can frozen, commodities vegetables and fruits be used in fresh meals? If so, how do you considered it fresh?

District Response: Frozen vegetables may be used as an ingredient in the preparation of a freshly prepared meal. Frozen fruits are not permitted. Please see Section 57

("Major Ingredients and Food Specifications") for further detail, including but not limited to the definitions of "freshly prepared" and "not frozen" meals.

18. Can individual meals be bid? (i.e., lunch only, or breakfast only). If so, can these be for individual age groups?

District Response: No.

19. Section 10 (page 7)

a. The end date is noted as 12/31/2017. Is this implying there will be 3 annual option years to renew?

District Response: The exact term of the agreement will be determined by the Board of Education in its approval of the award and contract, if an award is made. The possible term—including options to extend—is up to five years, starting in January 2013 through December 2017.)

b. Are the "not-to-exceed amounts" the quantities listed on the Bid Sheets?

District Response: No. The "not-to-exceed amount" in Section 10 (C) refers to the monetary amount of the Agreement.

20. Section 25 (page 10)

c. The requirement for General Liability Insurance is listed as \$10m. Is this a typo that should read \$1m? SFUSD's website (<http://www.sfusd.edu/en/doing-business-with-sfusd/bids-rfp-process.html>) also reads \$1m.

District Response: No. There is no typo in Section 25 (Insurance) General Liability Insurance requirements in the Meal Services IFB/contract; the requirement is correctly stated as \$10 million (ten million dollars).

d. Are vendors allowed to submit insurance per their current policies, as established through current business practices and risk management?

District Response: This question is unclear. The successful bidder, if an award is made, must provide insurance that meets the requirements as stated in Section 25 (Insurance) of the IFB/contract.

21. Section 28 & 33 (pages 11, 15)

e. Will SFUSD allow vendors the right to terminate and right to privacy?

District Response: Regarding termination (Section 28), the successful bidder, if an award is made, will not have a right to terminate during the term of the contract including any exercise of options to extend. Regarding vendor's "right to privacy" question referencing Section 33 "Proprietary and Confidential Information of District," the District is a public agency subject to California's public records and open government laws. Bidders' financial statements under Section 62 ("Capacity to Perform the Contract") appear to be exempt by law from public disclosure and as such shall be kept confidential, however, all other bid documents (and contract documents, if an award is made) are public records subject to disclosure under applicable law.

22. Section 49 (pages 18-19)

- f. Please define “more than limited contact with students”.
- District Response:** “More than limited contact” is a determination made by the District based upon the totality of the circumstances. Factors may include the duration of contact with students, whether District staff will be present, frequency of contact, etc. With regard to this IFB/contract, it may be unlikely that the staff of the successful bidder, if an award is made, will have more than limited contact with District students given that such bidder will not deliver meal services directly to District school sites. Nevertheless, vendors must be aware that if the District determines that said successful bidder’s staff will have more than limited contact with District students, criminal background check and tuberculosis testing clearances will be required.

23. Section 52G (page 21)

District Response: The approach detailed under Section 52(G) of the IFB/contract is being planned for future operations. Currently, the District sends all daily ship-out documents electronically via PDF. The document templates for the current approach may be revised by the District in response to the preferences or needs of the successful bidder, if an award is made.

- g. What is the format of file that SFUSD is currently using? What fields are in the file? What are the delimiters?

District Response: In the current approach, the District sends documents in PDF format. For the future approach, the file can either be sent as a .txt, .csv, or .xml file. The fields in the file are usually determined by what information the vendor needs to fill the order. Common fields between vendors are vendor stock number, Delivery Date, Case Size, Units Per Pack, and Pack Cost. If the vendor is awarded the bid then there will be a meeting between Horizon Software and the vendor to establish the fields required to complete the order. The delimiters of the file can be comma, asterisks, or pipe delimited.

- h. Will there be one file per school, or one file for the entire district?

District Response: In the current approach, there is one form per school, and all of those forms are consolidated by route. In addition, report is provided for the day showing the day’s totals. For the future approach, it will be one file by school site per Purchase Order (PO). An example would be Friday delivery has 65 sites and is on PO number 10. All 65 sites orders will be listed in one file with the Site Number to separate which items go to which site. This again will be worked out between the vendor and Horizon pending the award of the bid.

- i. Is the file encrypted, and if so, what type of encryption is used?

District Response: For the future approach, encryption has yet to be determined.

- j. Does SFUSD or its’ software provider host the location (e.g. FTP site) on which files are transferred? What protocols are acceptable for file transfer – FTP, SFTP, other?

District Response: For the future approach, the District will run the online application, and FTP will be the means of communicating the file to the vendor.

24. Section 53 (page 22-23)

- k. We consistently review our menu offerings and recipes to include new items that allow for ever-increasing variety. Is it required for the 21-day menu cycle to be implemented for the first 21 days? May we introduce new items and provide documentation prior to service?

District Response: The District is always interested in variety and new product development. The successful bidder, if an award is made, may introduce new products into the menu cycle with the prior written approval of the District and in accordance with the IFB/contract.

- l. Has SFUSD already gone through HHFK 6 cent certification? If not, when does SFUSD intend to be certified?

District Response: The District is in the process of submitting the certification documents for the current contract; however, CDE may require the same again after bid award, if an award is made.

25. Section 60 (page 27)

- m. Section 52 mentions the Morning Exchange Sign-Off form, and the Route Delivery Tickets. Are there additional "template reports"?

District Response: Under the current approach, there are daily ship-out documents, as discussed above. The document templates for the current approach may be revised by the District in response to the preferences or needs of the successful bidder, if an award is made.

26. Please provide the bid scoring sheet.

District Response: The District has not finalized a bid scoring sheet.

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Invitation for Bid No. MS-2012**

**Meal Services
MINUTES OF MANDATORY PRE-BID CONFERENCE
October 26, 2012 – 10:00 A.M., Room 113**

Vendor Attendees:

**Royal Dining
Preferred Meals
Children's Empowerment, Inc.
Revolution Foods
Big Buck**

Questions and Answers re IFB No. MS-2012 was distributed to all attendees.

Questions and Answers re IFB No. MS-2012 was read by Rod Sarmiento.

Only one question that requires clarification was asked:

List of requirements for commodities will not meet the new specifications for beef and chicken (poultry items) with regards to CN labeling as required by USDA. What is the District's position regarding this issue?