

San Francisco Unified School District

Fresh Produce Invitation for Bid No. FP-151002

Questions and Answers re IFB No. FP-151002

Below are the questions that SFUSD has received regarding IFB # FP-151002, numbered 1 through 15, as well as the District's responses to these questions.

1. It's estimated that 50 orders per year will be less than \$100.00. For orders less than \$100 vendor can add delivery fee."

Question: For orders less than \$100.00 delivery fee can be added, are we limited to adding the delivery fee to only 50 orders maximum per year?

District Response: No. Fifty is only an estimate of the number of orders, there may be more or there may be less.

2. What are the two delivery days that each site must take? If we can only deliver on Tuesday/Thursday will that work?

District Response: Yes, a Tuesday and Thursday delivery is acceptable.

3. Please clarify the pricing requirements:

Pg. 6 #27 – "Prices/Quotations must be firm and shall be in effect for a period of not less than 90 days from the date of bid opening. Upon award, prices will be in effect for the term of the contract." This is contradictory to Pg. 13 #1 – Monthly Pricing.

Question: Are you requesting fixed prices for the entire term of the contract?

Question: Are you requesting prices that can fluctuate monthly and be marked up using the "fixed" mark-up set for the entire term of the contract?

Question: When can we begin to adjust prices based on the "Monthly Pricing"?? 90 days after the award, so May 1st or March 1st?

District Response: Pricing terms under special terms and conditions in Page 13 will supersede the boilerplate pricing terms in Page 6. We are requesting for monthly pricing, whether the pricing changes is up to the market. Bid on each item separately, prices listed should be for the month of February, 2016. March is the first month where prices can change.

4. Can you please confirm I didn't see anything in the bid requesting the ability to conduct an audit?

District Response: Yes, that is correct.

5. Please clarify pg. 6 #21 – "Bids will be considered offering discounts from a price list other than specified provided alternate price list can be readily compared on an over-all basis with the specified price list.

District Response: Pricing terms under special terms and conditions in Page 13 will supersede the boilerplate pricing terms in Page 6.

6. Please clarify: Pg. 8 #38 and #39: “District can terminate contract effective 10 days from written note, but then states District can give 30 days written notice of intent to terminate.

District Response: In the event of a performance failure, the district may terminate the contract 10 days after a written notice has been issued to the contractor. Otherwise, a 30-day written notice to terminate for convenience will apply.

7. How does a Bid Bond work and who is required to have one?

District Response: The primary purpose of a bid bond is to assure the district that the low-bidding contractor will enter into a contract for the price and services quoted in his bid. This keeps frivolous bidders out of the bidding process by assuring that the successful bidder will enter into the contract and satisfy the terms of the agreement. If the lowest bidder fails to honor these commitments, the district is protected, up to the amount of the bid bond. As required, any vendor who wishes to participate in the bid must be able to furnish a bid bond.

8. Where do we sign on page 1 if there is no “signature” section?

District Response: Please sign on page 3, and attachment A, D, F, and G.

9. Pg. 8 # 38 – Termination – please provide an explanation on how the Contractor may terminate the Agreement. Currently you have one for the District, but not one for the Contractor.

District Response: Termination of contract solely lies upon the district’s discretion, which will depend upon the successful execution of services as well as compliance of terms and conditions as laid out in the contract agreement. Bidding participants are assumed to understand the terms and conditions prior to submitting a bid. The option to voluntarily terminate the contract by the contractor in this bid is not offered.

10. Pg. 11 #56 – must we provide our insurance with the bid or upon award?

District Response: Upon award. See page 22 under Post Award Documents Required.

11. PG. 14 V - All Produce must be grown in the US – how should we communicate when product is currently not grown in the US based on the current season/availability?
How do you take into consideration that this can happen fast, or using multiple vendors to supply product.

District Response: The Contractor should plan out ahead of time which items they could expect to be substituted. District staff are available via phone and email.

12. Pg. 17 #XI – Orders and Deliveries: All produce shall be delivered into the individual school cafeteria kitchens onto carts provided by the district in such quantities and appropriate containers and at such time as ordered by individual service personnel. Please explain? Can we not use our hand trucks?

District Response: Yes, hand trucks can be used. Contractor must provide inside delivery – meaning inside the cafeteria kitchen, not just the inside of the school.

13. What's the average drop per site? If we take the overall usage and divide by the number of sites, that's a low drop size, would it be an option to work with a third party to deliver such as Preferred Meals or Revolution Foods? Or perhaps drop at a nearby school and the other schools can pick up?

District Response: Orders for the School of the Arts (SOTA) kitchen represents approximately \$100,000 of the bid. The remaining \$150,000 is spread across the other delivery locations. We estimate approximately 50 deliveries a year will be less than \$100 for these sites. Subcontracting is not allowed.

14. How would it work if you want to service SOTA only?

District Response: Direct delivery to sites is required and bid must include all sites.

15. Labeling – Pg. 16 – Country of origin should be included on the label. If you order bagged items, how would you like this addressed since this is pulled from a case without additional information on the bag.

District Response: SFUSD will pre-approve any items which are not from the United States, therefore bagged items do not need to include country of origin.