

Grocery Bid

The following is a listing of the Questions for Thurston Foods Inc. pertaining to IFB #MAPC 2020 Western Zone.

Question 1- Section 2 Bid Submission/Sub-section 8 /Pg 9- Any Items approved as Spec order must be delivered no later than 2 weeks from date of order.

TFI will do it's best to accommodate the districts special requests in a timely manner however there are parameters that all distributors need to follow in order to meet the leadtimes of the Manufacturers to produce and deliver these orders. These orders also need to meet the prescribed volumes needed to produce the products in a production run and meet their minimum delivery standards as well as mesh with total needs to produce an order with other items by that Manufacturer. Could you please clarify the leadtime to a more attainable length?

This is the same language that you agreed to with the Eastern MA bid and it was not an issue. There are no items on this bid that do not also exist on the larger Eastern MA bid, which you are servicing next year as well. If there are specific issues that arise as a result of the current situation, we will have no issue working with you on these. We also understand manufacturer minimums and lead times may be affected.

Question 2- Section 5/Sub-section 33/Pg 20- The highest minimum amount for delivery will be no more than \$750 average per district, per delivery day.

Could you consider a more manageable minimum that will meet the needs of the Western Mass school districts? Many districts can accommodate the \$750 average but there are several smaller/ Hilltown districts that could never meet that demand. Typically your Middle schools and High schools are your larger delivery sites and will exceed the amount but many Elementaries are quite small due to smaller town populations. A more achievable number would be a \$450 minimum per site, per district, per delivery day. Distributors should be able to successfully work with that parameter.

The language says "the highest" minimum. If a distributor will allow lower mins, that is obviously fine with us.

Question 3- Section 5/Sub-section 33/Pg 21- Substitutions are to be provided of the same or superior quality at the bid price. The director must approve all substitutions.

It is becoming more and more difficult over the past 3-5 years to accommodate this requirement due to the manufacturing environment evolving their on hand inventories of products. Many orders from distributors are on-time produced to meet the request of the distributors and therefore make it difficult to project exact needs and insist exact delivery leadtimes. The evolution of newer introduced items by these same manufacturers also play a role in their ability to fill our orders as quickly due to expanded production runs that are needed. This has facilitated a new dilemma for Distributors. Substitutions can be offered but not always guaranteed at the same price as a committed awarded item by a different manufacturer. The offer of a suitable alternative at a fair price can be offered at the discretion of the approval or decline by the Directors. The recent developments concerning the last few weeks of this Coronavirus epidemic will ultimately produce some considerable strain moving forward for all parties involved in this equation far into the future. (Manufacturer/Distributor/End User) This could mean a total re-evaluation of products being produced as well as streamlining of breath of line by Manufacturers.

We are willing to be flexible if and when issues come up in this regard. This language has more to do with a distributor having purchasing issues or delivery errors than manufacturer or supply issues, especially with the current situation. We have had a great relationship with TFI and Karen in the past dealing with these issues successfully.

Question 4-Section 5/Sub-section 33/Pg 21- Vendors must provide full credit on and pick-up of food incorrectly ordered or delivered by the next regular delivery.

It needs to be the responsibility of each receiving clerk at each location to inspect the delivered products for accuracy in conjunction with the printed invoice that accompanies the delivery. Federal regulations restrict Distributor's ability to restock or re-sell any refrigerated or frozen products that have left our control after day of delivery. Distributors will however adhere to credits on all re-called products in sub-section 36 within a realistic timeframe if the lot numbers on the cartons/containers match the recall.

No problem

Question 5-Section 5/Sub-section 40/Pg 22- The awarded vendor will be required to pay to MAPC a Contract Admin Fee of \$2400 within 45 days of the execution of the Master Contract with MAPC.

Should it be the responsibility of the Awarded Distributor to pay for the Admin fees of producing an IFB and advertising it? TFI has never been asked to pay such a fee in any other bids we have participated in or were awarded. I'm not entirely sure that it can be considered legal and binding?

Contract administration fees are a regular part of collective procurement agreements administered by MAPC and other consortiums both nationally and in Massachusetts. They are allowed under federal and state law and regulations. They are always charged to the party that wins the contract.

Milk bid

Are you requesting pages 26 – 38 be printed and filled out separately three times?

We do ask that three printed originals be provided.

Also, do you have a listing of districts that are “new” members and if so which zone that feel in to. I do know all the zone 4 is new but not sure if what changed within the other 3 zones compared to the current s/y.

There are no new districts in the first 3 zones.

Also, I noticed there are many districts that have “fluctuating” on the spreadsheet. Do they have the option to change this or must it stay as stated? I was surprised to see this as 95% of the collab is on firm currently. Appreciate your assistance.

The fixed/fluc are what they told us they will be doing, however they are just estimates. The doc says:

20. RULE OF AWARD

The Milk and Dairy bid will be awarded by zone to the responsive and responsible vendors for the 2020-2021 school year based on the aggregate bottom line total of the milk and dairy bid worksheet for each zone. It is possible that single vendor can win the award for more than one zone depending on their pricing. MAPC, in the interest of participating school districts, reserves the right to reject any bid if performance by the vendor has been found to be unsatisfactory based on information provided by the participating school districts.

Individual districts shall determine if they will use firm or fluctuating milk pricing after the award and will notify the winning vendor for their zone of their intent.