

**Question 1- Section 2 Bid Submission/Sub-section 9 /Pg 10-** Any Items approved as Special 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. The Western zone is comprised of many smaller populated Districts along with many larger ones. Requests in some instances don't meet the requirements of the Manufacturers thereby having to coordinate getting a few more districts interested to build the order size. Most Manufacturers now have as many as 4-5 weeks for regular items whereas some Special-run items can take a bit longer. There are also many Manufacturers within this Bid that are only purchased from periodically based on their minimums and leadtimes. Could you please adjust the leadtime to a more attainable length of 4-6 Weeks? We will however do our best to accommodate each situation as quickly as time permits while also trying to coordinate Special requests along with the larger Eastern Zone requests.

We understand that this time frame is not always attainable and may be revised in an addendum or subsequent bids. In fact, many items that are approved as special orders are rarely ordered by the districts. Hopefully, we will have a full year of actual usages by the members next year and will be able to evaluate usages in order to remove items that are low volumes. For the 21-22 bid, we will work with you if an item is special order understanding the constraints.

**Question 2- Section 5/Sub-section 36/Pg 21-** The highest minimum amount for delivery will be no more than \$750 average per district, per delivery day.

Many Districts in the Western Zone cannot accommodate the \$750 minimum per location. Typically your Middle schools and High schools are your larger delivery sites and will easily exceed the order minimum amount but many Elementaries are quite small due to smaller town populations in the Hilltowns. A \$450 minimum per site, per delivery day within each District is a much more achievable parameter that most if not all can meet.

This states that "The **highest minimum** amount for delivery will be no more than \$750 average per district, per delivery day", meaning that a potential distributor may not impose, for example, a \$1000 minimum per stop. Most vendors we deal with have either a case minimum or will ship with lower amounts, which is acceptable to the group.

**Question 3- Section 5/Sub-section 36/Pg 21-** Substitutions are to be provided of the same or superior quality at the bid price. The Director or Designee must approve all substitutions.

It is becoming more and more difficult 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 requests 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 last year has definitely proven to be a problem with On-Time deliveries as well from most Manufacturers due to the Industry wide shortage of CDL Drivers.

The offer of a suitable alternative at a fair price can be offered at the discretion of the approval or decline by the Directors or Designees.

The actual language in Ordering and Delivery of Goods was changed this year to remove the unrealistic expectation that an equal sub at the bid price was always available. The language in the IFB actually states: Substitutions are defined as items that are offered in place of a regular bid item on a short term basis resulting from issues such as transportation from the manufacturer, volume variations, manufacturer production issues etc. Foodservice directors or their designee must be notified before delivery and approve of any substitutions. To the extent possible, substitutions are to be provided of the same or superior quality at the bid price per unit. In situations where no comparable substitute is available at the bid price, the vendor shall work with the foodservice director to supply a similar item at an agreed upon price before delivery. In the event of a manufacturer's permanent discontinuation of a bid item, the vendor shall notify the Bid Coordinator as soon as they are aware to discuss possible replacements. The replacement item may be a different price per unit than the original bid item.

**Question 4-Section 5/Sub-section 38/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 within a realistic timeframe if the lot numbers on the cartons/containers match the recall.

**This is not an issue generally.**

**Question 5-Section 5/Sub-section 41/Pg 22-** Vendor will Offer at minimum a 1% discount on Invoices over \$1000.

I understand the request however as a Distributor; Drop Size Discounts are basically forcing Distributors to increase the sell pricing to off-set the rebate. With the many smaller Districts and Towns that comprise the Western Zone it means that those tiny locations are paying extra for product with little or no chance to meet the volume discount level. Even changing their buying habits can still prohibit them from achieving the threshold due to storage constraints in their Freezers/Coolers. You might want to consider this as not practical for the Western zone.

We understand that the distributor factors this into the pricing and that not all districts benefit from it. The groups discussed this and made a conscious decision to keep it in the Eastern IFB and add it to the Western IFB for these upcoming bids. We revisit much of the bid language each cycle, and if the group feels it is in their best interest to delete or modify this, or any line, that will be reflected in those subsequent bids.