



February 25, 2022

TO: Interested Party

FROM: Susan B. Phillips, CPPB, Purchasing Agent

RE: Solicitation #22-013 Food and Food Related Items  
Amendment #2 and Questions and Answers as of 2/24/22

**Caroline County Public Schools has answered the following questions:**

**Question:** Are you able to supply an overall estimated value of this bid?

**Answer:** Estimated value based on current spend \$10,001,636.00.

**Question:** Are you able to identify how you would like us to bid. Local or Premier GPO?

**Answer:** MSEC requires the bid to be for Local.

Canned & Packaged:

**Question:** # 21 & #22 -Apple & Eve Juice Boxes are on short supply thru January 2022.

**Answer:** Bid Due Date extended.

**Question:** #47 Sun Rich should be changed to SunOpta. Both products are SunOpta codes.

**Answer:** Bid Sheet will be amended.

Frozen & Refrigerated:

**Question:** #18 Cargill/ Sunny Fresh French Toast will not be available until February 2022.

**Answer:** Bid Due Date extended.

USDA:

**Question:** MCCAIN -# 5 Hash Brown Oval- this product has not been approved to use in K12 for 2 +years and we offer no USDA Commodities. It is produced in Canada. #1000006188 Hash Brown Rounds were created to be used in K12.

**Answer:** Bid Sheet will be amended.

**Question:** CARGILL #100047 # 1 -product code has changed to #110010394 and it is available.

**Answer:** Bid Sheet will be amended.

**Question:** #2, #3 & #4 are paused until February due to materials, labor, and trucking.

**Answer:** Bid Due Date extended.

**Question:** Are we able to bid what we the industry considers to be approved equals? Will any companies not listed in column D be able to bid as approved equals? Will you accept samples to help determine additional approved equals?

**Answer:** If a vendor has a product that is comparable, it can be bid. However, if that were the apparent low bid, we would request nutritional information and a product sample to be provided immediately and before final recommendation for award. If it is found by MSEC to not be equal, the bid would be found non-responsive.

**Question:** Can you share with us who the incumbent is for this contract?

**Answer:** Sysco

**Question:** In Paragraph 2.3 Standards of Section 3 Specifications, it is stated we shall provide a delivery rate of 98% success. What are the expectations if our suppliers are unable to provide us with 98% of the order?

**Answer:** This refers to the total order and the goods on the truck at the time of delivery.

**Question:** Paragraph 2.6 Nutritional Requirements of Section 3 Specs, 2.6.4 asks for written notification shall an item not be produced in a Peanut and Tree Nut free facility. Is there a specific form or notification desired or will any declaration from the manufacturer suffice?

**Answer:** This information would be on the nutrition label of the product.

**Question:** Paragraph 2.7.3 New Items and Omissions of Section 3 Specifications states the contractor shall notify MSEC at least 60 days in advance of any proposed change. What if we are unable to get a product on the contract and we are actively seeking and offering substitute items for a quick turn around?

**Answer:** MSEC would expect subbed items as a short-term solution if a product is not available. The 60 days is if there is a requested permanent change in product.

**Question:** Paragraph 2.8 Order and Delivery of Section 3 – is there potential for ALL schools to order the same way? Specifically, online ordering out of their limited order guide?

**Answer:** Yes, all schools will order from the online platform. They should not be ordering outside the order guide unless approved by the supervisor.

**Question:** Paragraph 2.8.2 – is there one representative for each district placing orders or is there one representative for each school?

**Answer:** It varies by the district.

**Question:** Paragraph 2.8.4 – can MSEC disclose what the “larger Districts” are? We would need to have a good idea of when we can expect to make deliveries to the eastern shore to make the best business decision as it pertains to transportation. Also, will every school be receiving a weekly order including the smallest ones?

**Answer:** Yes, every district will receive weekly orders. Of the seven counties, the larger districts are Cecil and Wicomico.

**Question:** Paragraph 2.8.9 – what if the shortage is communicated ahead of time due to circumstances out of the contractors’ control?

**Answer:** See 2.8.8.

**Question:** Paragraph 2.15 Price Adjustment states an increase may at the time of renewal may not exceed a total of five percent. What if our costs associated with that item increase 10, 15% or more? We’ve received many letters from our manufacturers disclosing an increase of up to 20%.

**Answer:** We understand the current situation, but as government agencies we have a fixed budget that we must work within.

**Question:** Paragraph 2.19 Quantities – our bid would be contingent on a \$500 minimum order. Will we be disqualified? Geographically, we simply cannot do business this way without being in the backyard of these school districts.

**Answer:** A bid that is conditional would be found non-responsive (see Section I, #16, Bullet 9), however, it is unlikely that threshold would not be met.

**Question:** Paragraph 2.20 USDA Foods – by using WBSCM, are we excluded from using K12 Processing or Processor Link for the tracking of commodities?

**Answer:** No.

**Question:** Paragraph 2.20 USDA Foods – how do we know which items are to be purchased with commodity dollars?

**Answer:** That will be determined between you and the brokers.

**Question:** Can you please confirm this is an “all or nothing” bid and it will not be awarded by line item?

**Answer:** Per Section I, #16, Bullet 10, "It is the intent to award a single contract to the qualified, lowest responsible and responsive bidder."

**Caroline County Public Schools (CCPS) amends the subject solicitation as follows:**

**Item No. 1,** Bid Worksheets, separate document, amended as noted above.

These are the only changes contemplated by this Amendment #2. All other terms, specifications and general conditions shall remain unchanged.