

Department of Materials Management
Division of Procurement
MONTGOMERY COUNTY PUBLIC SCHOOLS
Rockville, Maryland

Invitation For Bid #9116.9, Detergents & Cleaners For Laundry & Kitchen Use

GENERAL CONDITIONS AND SPECIFICATIONS

A. Intent

Montgomery County Public Schools (MCPS) Division of Food and Nutrition Services (DFNS) is seeking environmentally-friendly options to currently specified products. The specifications contained herein are intended to provide references for the type and cleaning power of products desired. This contract covers the furnishing and delivery of products as described. However, the first and foremost consideration for DFNS is effective sanitation. If an equal eco-friendly product is not available for the intended use, bidders shall offer a substitute product or products as specified. Products must be safe for food service use and food contact surfaces.

BIDDERS SHALL PROVIDE INFORMATION REGARDING THE ENVIRONMENTAL IMPACT OF ALL PRODUCTS OFFERED, INCLUDING PRODUCTS PREVIOUSLY USED BY DFNS. In addition, samples must be provided for products not specified under individual item descriptions

B. Delivery

The successful bidder shall be required to make deliveries as needed during the contract period.

Deliveries are to be made to the Montgomery County Public Schools, Division of Food and Nutrition Services Warehouse, 8401 Turkey Thicket Dr., Gaithersburg, MD 20879. Receiving hours are between 7:30 a.m. and 1:30 p.m., Monday through Friday, except school holidays. All deliveries are received by appointment only. Appointments are scheduled by the Food and Nutrition Services Warehouse at (240)-740-7435. **The vendor shall provide an invoice in duplicate at the time of delivery.**

Delivered items must be the same label, brand, code and pack as specified on the proposal. Any deviation must be approved, in writing, by DFNS at least three (3) days in advance of scheduled delivery.

Merchandise delivered by truck must be on 48" x 40" four-way entry pallets acceptable to the DFNS Warehouse. All acceptable pallets will be exchanged evenly, OR must be placed by the driver in an acceptable pattern on MCPS pallets upon delivery. Slip-sheeted shipments are acceptable. All vehicles shall comply with applicable sanitation codes. **Any manual handling of the product will be the responsibility of the driver.**

C. Awards

It is the intention to award this contract to the bidder(s) submitting the most favorable aggregate price with consideration being given to any previous performance for the Board of Education regarding quality of service, acceptability of merchandise, and with regard to the bidder(s) ability to perform should it be awarded the contract. Line item awards may be made if one bidder cannot supply all products meeting the standards of acceptability to DFNS. Items shall be awarded based

on use-cost, cleaning power, and eco-friendly properties. However, the Board reserves the right to make awards according to the best interest of the Board of Education of Montgomery County, Maryland. Prompt payment discounts of 10 days and over will be considered in the award of the bid. MCPS reserves the right to add or delete items during the term of the contract.

D. Contract Term

The term of contract shall be for one year as stipulated on the Invitation For Bid. However, the contract may not begin until one day after approval by the Board of Education and will conclude as stated under the contract term. MCPS reserves the right to extend this contract at existing prices, terms and conditions for up to three additional one-year terms. Written notice indicating MCPS' intention to pursue the extension of the contract will be issued to the successful vendor(s) 90 days prior to the expiration of the original contract. The vendor(s) will have 10 days from the date of notification to return the notice acknowledging its intent to accept or reject the extension. Once all responses are evaluated, MCPS staff may make a recommendation to the Board of Education to extend the contract or decide to rebid. If the contract is extended by the Board of Education a contract amendment will be issued.

E. Provision For Price Adjustment

Unit prices quoted herein are subject to price adjustment downward in accordance with decreases in prices announced by the manufacturer of the subject item anytime prior to award. Recommendations for awards, however, shall be made based on the original bid submission only.

Subsequent to award, the unit prices quoted herein are subject to price adjustment upward or downward in accordance with increases or decreases announced by the manufacturer after the contract award. The successful bidder must notify the director of the Department of Materials Management of any announced manufacturer's price reductions and give immediate benefit to MCPS in a proportionate amount.

Price increases will not be considered for the first 180 days of the contract. Thereafter the successful vendor must submit a written request for price relief. The request for a price increase shall include documentation from the manufacturer to verify the basis for such request. MCPS reserves the right to accept or reject the request as may be determined to be in the best interest of MCPS. Any orders received prior to a request for a price increase shall be honored at the original contract price. If the request for a price increase is approved, a contract amendment will be issued.

F. Material Safety Data Sheets (MSDS)

All vendors are required to submit a material safety data sheet for each item with their proposal. After award, the successful vendors shall provide and deliver material safety data sheets within ten (10) calendar days of notice of award to the Director of the Division of Food and Nutrition Services, Montgomery County Public Schools. All data sheets must be identified with bid number and item number. Thereafter, the successful vendors shall provide MSDS with each shipment, as required by Federal Regulations.

Failure to submit the material safety data sheet may disqualify your bid.

G. Samples

Samples are required prior to or at bid opening time. All products, except those specified, shall be subject to sample approval. Samples shall be separate from the bid response and shall be forwarded to the Division of Food and Nutrition Services, Attention: Ms. Mary Ann Gabriel, 8401 Turkey Thicket Dr., Gaithersburg, MD 20879. The outside packaging of samples shall be clearly marked "Samples" with the bid number. Samples submitted must be the same brand and code as indicated on the bid submission.

Samples shall be packaged in the same manner as they will be packaged during the contract term to allow for thorough testing of products. Each sample submitted shall bear the name of the bidder, item number, bid number and shall be carefully tagged or marked in a substantial manner. If the samples are not properly marked, the samples may not be considered. (See Article XXIV of the General Stipulations and Instructions To Bidders). Failure to deliver samples as required may result in disqualification.

Products not awarded may continue to be tested for possible inclusion on future bids.

The detailed specifications for each item are offered as a point of reference in order for bidders to consider style, sizes, weights, and similar characteristics. However, wherever possible, equal but environmentally friendly products are desired. All products submitted will be considered and awards will be based on the cleaning and eco-friendly properties of the products. **In the brand column, state the brand name, code or model number on each item being offered, even if bidding the specified brand. Package information is also required. If a brand and code or model number is not shown, the bid may not be considered.**

H. Deviations

All bids meeting the intent of the invitation will be considered for award. Bidders offering and quoting on substitutions or who are deviating from the terms, conditions, and/or specifications shall list such and explain fully on a separate sheet to be submitted with its bid. The absence of such a sheet shall indicate that the bidder has taken no exception and shall be held responsible for performing in accordance with the terms, conditions and specifications as stated herein.

I. Quotations

No bidder will be allowed to offer more than one price on each item even though it may feel that it has two or more types of styles that will meet specifications. Bidders must determine for themselves which to offer. If said bidder should submit more than one price on any item, all prices for that item will be rejected. However, this stipulation does not preclude the offering of new products which do not meet specifications in every respect from being offered as a separate item for consideration for future bids. Such product shall be offered under separate cover, identified as a new product and a brief explanation written as a part of the offer detailing the advantages which can normally be expected of this product over the product specified.

A bidder may restrict its bid to consideration in the aggregate by so stating, but shall name a unit price on each item bid upon. Any bid in which the bidder names a total price for all the articles

without quoting a price on each and every separate item may be considered informal. If there is any discrepancy between the unit cost and total cost, the unit cost shall prevail.

The solicitation shall be valid for acceptance during a period of no less than 90 days from date of opening. Once the contract is approved, terms and conditions of the solicitation shall prevail throughout the contract period.

J. Submission of Bids

One original and one copy of the bid are requested. The cover page of each copy must be clearly marked original or copy. Bidders may wish to reproduce and retain an additional copy.

K. Quantities

The item quantities specified herein reflect a variable of plus or minus 20% of the totals indicated. It is not the intention to purchase entire quantities shown at one time. Individual purchase orders will be issued to the successful bidder(s) as needs arise during the contract term.

The number of units shown on this bid may vary as needs arise during the contract term and as budget limitations permit. MCPS shall not be obligated to purchase any specific quantity. Partial quantities may be shown on the purchase order.

L. Errata/Addendum

Changes and addenda to a solicitation may occur prior to the solicitation opening date and time. It is the sole responsibility of the vendor to check the "Event Calendar" on the MCPS website <http://www.montgomeryschoolsmd.org/departments/procurement> or contact Sylvia Hardy, Buyer, in the MCPS Division of Procurement at Sylvia_Hardy@mcpsmd.org and procurement@mcpsmd.org to verify whether addenda/errata have been issued. Failure to provide the signed acknowledgement of the addenda/errata may result in the bid being deemed non-responsive.

M. Inquiries

Bidders may contact Ms. Mary Ann Gabriel, Food Services Supervisor via e-mail [Maryann E Gabriel@mcpsmd.org](mailto:Maryann_E_Gabriel@mcpsmd.org) for technical questions. Contractual questions must be in writing to Sylvia Hardy, Buyer, Montgomery County Public Schools, 45 W Gude Dr., Suite 3100, Rockville, Maryland 20850, or e-mail to Sylvia_Hardy@mcpsmd.org. Questions must be received no later than four (4) business days prior to bid opening in order for the Bidder to receive a reply prior to submitting its bid. The Board of Education will not be responsible for any oral or telephone explanation or interpretation. Vendor contact with any other MCPS employee regarding this solicitation, until the contract is awarded, will be considered by MCPS as an attempt to obtain an unfair advantage and result in non-consideration of its bid. The MCPS Division of Procurement web site address is <http://www.montgomeryschoolsmd.org/departments/procurement/>

N. Customer References

Bidders are required to provide three references. The references shall have company name, contact person, address and phone number of three current customers for which a contract for similar size and products have been provided. If the reference information is not accurate and MCPS cannot contact the person(s) named then your bid may not be considered.

<u>Company Name & Address</u>	<u>Contact Person</u>	<u>Phone Number</u>	<u>Contract Number</u>
-----------------------------------	---------------------------	-------------------------	----------------------------

1. _____

Email: _____

2. _____

Email: _____

3. _____

Email: _____

O. Automatic Dispensing Products, Equipment and Service

The successful bidder(s) shall remove presently installed dispensing equipment and install their equipment at one school location and one central production facility within two weeks after notification of bid award. See "Paragraph P". Equipment so removed shall remain within the premises.

The successful bidder(s) must have adequately trained representatives to render maintenance service on their equipment within a 48-hour period.

P. Central Production Facility Requirements

Detergents shall be dispensed from a remote location to the washing machines. **It is strongly recommended that potential vendors visit the production facility site prior to submitting their bid in order to have a complete understanding of requirements.** A site visit can be arranged by contacting Kristen Robinson, Supervisor, at 240-740-7424. It will be assumed by MCPS that site examination has taken place upon receipt of a bid. No allowance shall be made for errors or omissions for failure to examine the site.

The successful vendor(s) shall provide the following to the Central Production Facility:

1. Liquid, low foaming machine dishwashing compound and rinse agent capable of being delivered through a remote pump feed station. The awarded vendor shall provide pumping equipment.

2. Liquid, low foaming degreasing compound capable of being distributed through a high-pressure central pump system. This method of cleaning is used to wash floors and equipment throughout the facility.
3. Liquid sanitizing agent capable of being utilized in the pressure hose system discussed above. This sanitizing agent is used to sanitize food processing equipment throughout the facility.
4. Liquid, chlorine-based sanitizing compound for use in tumble chiller in order to maintain the sanitary condition of the chilled water. Sanitizing compound is to be dispensed through an automatic feed system.
5. Successful vendor shall be responsible for calibrating all dispensers for proper concentration of cleaning materials.
6. Regularly scheduled service visits will be completed. A written or electronic report for each visit will be provided to MCPS.

Q. Site Locations For Dispensing Equipment

A. School Locations

Lathrop Smith Outdoor Education Center
5110 Meadowside Lane
Rockville MD 20855
Phone: 240-740-1404

B. Division of Food and Nutrition Services

Central Production Facility
8401 Turkey Thicket Dr.
Gaithersburg, MD 20879
Phone: 301-284-4900

R. Award Criteria

1. Past performance/ability to perform
2. Cost as used
3. Documentation provided
4. Eco-friendly properties
5. Product evaluation – cleaning power, toxicity, ease of use and odor factors.

S. eMaryland Marketplace Advantage

Maryland law requires local and state agencies to post solicitations on eMaryland Marketplace Advantage. Registration with eMaryland Marketplace is free. It is recommended that any interested supplier register at <https://emma.maryland.gov/>, regardless of the award outcome for this procurement as it is a valuable resource for upcoming bid notifications for municipalities throughout Maryland.

T. Multi-Agency Participation

MCPS reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not be limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that required these goods, commodities and/or services. Use of this solicitation by other agencies may be dependent on special local/state requirements attached to and made a part of the solicitation at time of contracting.

The supplier/contractor agrees to notify the issuing agency of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies. Each participating jurisdiction or agency shall enter into its own contract with the Award Bidder(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted “directly” to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Award Bidder. MCPS assumes no authority, liability, or obligation on behalf of any other public or non-public entity that may use any contract resulting from this bid. MCPS pricing is based on the specifications provided in this solicitation. A negative reply will not adversely affect consideration of your bid/proposal.

U. Contractors’ Obligation Regarding Criminal Records of Individuals Assigned to Work in MCPS Facilities (N/A)

Beginning July 1, 2015, all MCPS contracts must include the following provisions:

V. Prohibition against assigning registered sex offenders and individuals convicted of sexual offenses, child sexual abuse, and other crimes of violence to MCPS contracts:

Maryland Law requires that any person who enters into a contract with a county board of education “may not knowingly employ an individual to work at a school” if the individual is a registered sex offender. Under § 11-722 of the Criminal Procedure Article of the Maryland Code, an employer who violates this requirement is guilty of a misdemeanor and, if convicted, may be subject to up to five years imprisonment and/or a \$5000 fine.

Effective July 1, 2015, amendments to § 6-113 of the Education Article of the Maryland Code further require that a contractor or subcontractor for a local school system may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of, or pled guilty or nolo contendere to, a crime involving:

- a) A sexual offense in the third or fourth degree under § 3-307 or § 3-308 of the Criminal Law Article of the Maryland Code or an offense under the laws of another state that would constitute an offense under § 3-307 or § 3-308 of the Criminal Law Article if committed in Maryland;
- b) Child sexual abuse under § 3-602 of the Criminal Law Article, or an offense under the laws of another state that would constitute child sexual abuse under § 3-602 of the Criminal Law Article if committed in Maryland; or
- c) A crime of violence as defined in § 14-101 of the Criminal Law Article, or an offense under the laws of another state that would be a violation of § 14-101 of the Criminal Law Article if committed in Maryland, including: (1) abduction; (2) arson in the first degree; (3) kidnapping; (4) manslaughter, except involuntary manslaughter; (5) mayhem; (6) maiming; (7) murder; (8) rape; (9) robbery; (10) carjacking; (11) armed carjacking; (12) sexual offense in the first degree; (13) sexual offense in the second degree; (14) use of a handgun in the commission of a felony or other crime of violence; (15) child abuse in the first degree; (16) sexual abuse of a minor; (17) an attempt to commit any of the crimes described in items (1) through (16) of this list; (18) continuing course of conduct with a child under § 3-315 of the Criminal Law Article; (19) assault in the first degree; (20) assault with intent to murder; (21) assault with intent to rape; (22) assault with intent to rob; (23) assault with intent to commit a sexual offense in the first degree; and (24) assault with intent to commit a sexual offense in the second degree.

Each contractor is required to submit, following award of a contract, documentation confirming that its direct employees and those of any subcontractors and/or independent contractors assigned to perform work in a MCPS school facility under the contract meet this obligation. Additionally, the contractor must confirm that it continues to meet this obligation on an annual basis and/or when there are changes in the work-force that the contractor and/or its subcontractors use to perform the work required by the contract.

Violation of this provision is a material breach of contract for which MCPS may take appropriate action up to and including termination of the contract.

II. Required criminal background check process for certain individuals in the contractor's workforce:

Under recent amendments to § 5-561 of the Family Law Article of the Maryland Code, each contractor and subcontractor shall require that any individuals in its work-force must undergo a criminal background check, including fingerprinting, if the individuals will work in a MCPS school facility in circumstances where they have direct, unsupervised, and uncontrolled access to children. The term "work-force" in this and the preceding section refers to all of the contractor's direct employees, subcontractors and their employees, and/or independent

contractors and their employees that the contractor uses to perform the work required by the contract.

Fingerprinting for the criminal background check may be performed at any fingerprinting agency approved by the State of Maryland. A list of MCPS approved fingerprinting agencies can be found on the Procurement Unit website at <http://www.montgomeryschoolsmd.org/departments/procurement>.

The contractor must take appropriate steps to promptly follow up on information identified in the criminal background check related to the sexual offenses, child sexual abuse offenses, and crimes of violence enumerated above, as well as any information regarding offenses involving distribution of drugs or other controlled substances, or any other criminal information identified by MCPS as warranting further explanation insofar as it may significantly affect the safety and security of MCPS students. If, after following up, the contractor believes that the individual is qualified and should be assigned to work (or continue to work) in a MCPS school facility, then the contractor will provide a written summary to MCPS justifying its recommendation. MCPS will rely on the contractor's summary to determine whether to accept the contractor's recommendation, and the contractor will be responsible for any consequences of a material misrepresentation in its written summary.

Once the contract is awarded, the contractor is responsible for implementing the background check process. An individual in the contractor's work-force may not begin work in a MCPS school facility on an assignment where the individual will have direct, unsupervised, and uncontrolled access to children, until: (a) the background check results for that individual have been received by MCPS; (b) the contractor certifies to MCPS that the individual has received training and/or reviewed informational materials, as appropriate, regarding recognizing, reporting, and preventing child abuse and neglect, consistent with the content provided in training for MCPS employees; and (c) the individual obtains a MCPS identification badge. The badge will be issued by the MCPS Department of Systemwide Safety and Emergency Management, 850 Hungerford Drive, Room 131, Rockville, MD 20850. Appointments are made by calling 301-279-3066. The contractor will be required to return all badges at the conclusion of the contract.

The criminal background check and badging process will be at the contractor's expense.

Violation of this provision is a material breach of contract for which MCPS may take appropriate action up to and including termination of the contract.