

**Department of Procurement
MONTGOMERY COUNTY PUBLIC SCHOOLS
45 West Gude Drive, Suite 3100
Rockville MD 20850**

Invitation for Bid # 9143.5, Disposable Cafeteria Trays

GENERAL CONDITIONS AND SPECIFICATIONS

I. GENERAL CONDITIONS

A. Intent

The specifications contained herein are intended to cover the furnishing and delivery of food and/or supplies to Montgomery County Public Schools' (MCPS), Department of Food and Nutrition Services Warehouse, hereafter referred to as DFNS located at 8401 Turkey Thicket Drive, Gaithersburg, MD 20879. The IFB contains item specifications for disposable cafeteria trays to support efficient meal distribution while maintaining food safety and operational standards.

Total volume of purchases for cafeteria trays is approximately 32,000 cases (400 count/case) annually. DFNS intends to transition from a 1-compartment tray to a 3-compartment tray during the first 12 months post award. Bidders should anticipate higher order volumes for the 1-compartment tray during months 1-6, a dual purchase transition period and a shift in order volume to primarily the 3-compartment tray for school year 2027-2028.

B. Delivery

Deliveries will be required on an as needed basis after receipt by the successful vendor(s) of a DFNS order.

Deliveries shall be made to the MCPS Food and Nutrition Services Warehouse, 8401 Turkey Thicket Drive, Gaithersburg, Maryland 20879. Receiving hours are between 7:00 a.m. and 1:30 p.m., Monday through Friday, except school holidays. All deliveries are received by appointment only. The Food and Nutrition Services Warehouse schedules appointments at 240-740-7435. All appointments must be scheduled at least 24 hours in advance, but may be made further in advance to better assure appointment availability. However, due to warehouse space availability, appointments cannot be scheduled more than two (2) days prior to the requested delivery date.

Merchandise delivered by truck shall be on 48" x 40", four-way entry pallets acceptable to the Food and Nutrition Services Warehouse (all acceptable pallets shall be exchanged evenly), or must be placed by the driver in an acceptable pattern on MCPS pallets upon delivery. Frozen products must be delivered at 0°F or lower. Refrigerated product must be delivered between 38°F – 42°F. All items delivered must be in an acceptable condition. Any dented, damaged, incorrect, expired or unlabeled containers will be rejected and returned at the vendor's expense. Any manual product handling required shall be the responsibility of the driver. If the driver is unable to handle the product, a third-party lumber is available to unload products at the vendor's expense. All vehicles shall comply with Federal and Maryland sanitation codes.

Alternate Delivery Proposals

Any exception to delivery conditions shall be clearly identified as an alternate proposal and will be considered on an individual item basis only and may be awarded if in the best interest of the Board of Education. Such quotation may be made in addition to the delivery frequency indicated as part of these conditions.

C. Contract Term

The term of the 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 of Montgomery County, Maryland (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 four additional one-year terms. Written notice indicating MCPS' intention to pursue the extension of the contract will be issued to the successful bidder(s) 90 days prior to the expiration of the original contract. The bidder(s) shall have 10 days from the date of notification to return the notice acknowledging 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 to rebid. If the contract is extended by the Board of Education, a contract amendment will be issued.

D. Descriptive Literature

All bidders are required to furnish with their bid response literature properly bound and labeled showing full illustrations and detailed specifications on items bid even if bidding as specified. The literature and specifications are to be arranged and labeled according to item sequence. The literature shall be clearly marked with the bid number, item number, and company name. Bidders shall show manufacturer's code and catalog number of the item offered. **Failure to submit marked descriptive literature may result in automatic disqualification.**

E. Interpretation of Specifications

The commodities listed are specified to meet minimum requirements. Therefore, bidders are informed that they must provide the items in conformance to quality standards equal to the brand specified.

F. Samples

Samples are required prior to **or** at bid opening on all items unless bidding the specified brand and model, or when noted on item specifications as "Sample Required". Samples shall be separate from the bid response. The outside of the sample package shall be marked "Samples" and identified with bid number affixed to packaging.

Samples shall be of sufficient quantity to allow thorough testing of the product and shall be packaged in the same manner as they will be packaged during the contract term. If samples are not properly marked, the samples may not be considered. (See Article XXIV of the General Stipulations and Instructions to Bidders). Samples shall be delivered to the Department of Food and Nutrition Services, Attention: Mary Ann Gabriel, 8401 Turkey Thicket Drive, Gaithersburg, MD 20879.

Failure to deliver samples as required may result in automatic disqualification.

G. Brand Names

The brand names and code or model numbers listed on the Item Specification is the preferred brand, however, consideration will be given to other brands provided samples and literature are submitted for review and testing at no cost to MCPS.

The detailed specifications for each item are offered as a point reference in order for bidders to consider style, sizes, weight and similar characteristics.

In the brand column, state the brand name, code or model number on each item being offered, even if bidding the specified brand. If a brand and code or model number is not shown your bid may not be considered.

Specification descriptions that state “only a specified brand will be considered” are brands that have been evaluated and tested for inclusion on this bid and are the only brands acceptable at this time. Other brands will be evaluated and tested by MCPS if materials are submitted at no cost to MCPS.

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 the 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. Quantities

Quantities in this request are based upon prior usage and are subject to change and are dependent upon current requirements of MCPS and on budgetary limitations. However, MCPS shall not be obligated to purchase any specific quantity. Montgomery County Public Schools reserves the right to add/delete products during the contract term with approval by the director of the Department of Food and Nutrition Services.

J. Quotations

Bidders must specify any minimum order requirements for each product or combination of products with their bid submission. The bid price shall include processing and delivery of the specified product. 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 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 that do not meet specifications in every respect from being offered as a separate item for consideration for future bids. Such product should be identified as a new product and a brief explanation written as a part of the offer detailing the advantages that 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.

K. Warranty and Service

The supplier warrants the items delivered to be of the highest quality, complying with specifications and free from all defects whatsoever in workmanship and materials. The supplier agrees that any replacements and/or adjustments made necessary because of such defects will be made promptly without any cost to MCPS and to the satisfaction of MCPS.

L. Emergency Purchases

MCPS reserves the right to make emergency purchases from other sources should the awarded bidder(s) be unable to furnish the item within the required time frame.

M. 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 any time prior to award. Recommendations for awards, however, shall be made based on the original bid submission only. Subsequent to the 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(s) of the Department of Food and Nutrition Services and the Department of Procurement or his/her designee 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 bidder 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 a request. MCPS reserves the right to accept or reject the request as may be determined to be in the best interest of MCPS. If the request for a price increase is approved, a contract amendment will be issued. Any orders received by the bidder prior to a request for a price increase shall be honored at the original contract price.

N. Special Conditions

1. Audit Provisions - MCPS shall have the right to examine the successful bidder(s) records pertaining to work performed under the contract to determine and verify their compliance with all contractual conditions. MCPS shall be granted access to such records at all reasonable times during the contract period and for three years thereafter.
2. Contingent Fee - The successful bidder(s) hereby represents that they have not retained anyone to solicit or secure this contract from MCPS upon an agreement or understanding for commission, percentage, brokerage or contingent fee, except for bona fide employees or bona fide established commercial selling agencies maintained by the person so representing for the purpose of securing business, or any attorney rendering professional legal services consistent with applicable canons of ethics.
3. Assignments - Neither this contract nor any interest therein nor claim thereunder shall be assigned

or transferred by the successful bidder(s) except as expressly authorized in writing by MCPS and no contract shall be made by the successful bidder(s) with any other party for furnishing any of the work or services herein contracted for without MCPS written approval.

4. Disputes - Any dispute concerning a question of fact arising under this contract shall be disposed of by written agreement between the bidder and the Procurement Buyer. Pending final decision of a dispute hereunder, the bidder shall proceed diligently with the contract performance.

O. 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. The references shall have company name, contact person, email address and phone number. MCPS may request additional references.

	Company Name & Address	Person	Number
1.	_____		
	Email _____		
2.	_____		
	Email _____		
3.	_____		
	Email _____		

Note: ALL BIDDERS must provide references, including bidders currently engaged in business with MCPS.

P. Invoices

All invoices shall be submitted in duplicate and must be included with each delivery. The invoice shall contain the purchase order number and name of the authorized representative and location receiving the supplies. All invoices shall be numbered. To better serve you with fast payments, MCPS now offers Automated Clearing House (ACH) electronic payments and Single Use Accounts (SUA) payments. For payment inquiries of pending invoices after award and/or to obtain more information on ACH or SUA requirements email [Accounts Payable](#). (See Article XIII, Invoices of the General Stipulations and Instructions to Bidders).

Q. Submission of Bids

One Original, One Copy and Two Flash Drives of the bid are required. The cover page of each copy must be clearly marked original or copy. **Bidders must submit a price for the specific unit of measure that is listed on the item specifications sheet.** Bidders may wish to reproduce and retain an additional copy.

R. 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.

S. 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/bidder 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 awarded 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.

T. Award Criteria

1. Conformance to specifications
2. Ability to perform
3. Price
4. Past performance, including timeliness and accuracy of deliveries
5. Product evaluation: nutritional profile, ingredient listing, taste/appearance evaluation, suitability for intended uses and packaging
6. Merchandising equipment/supplies available

U. Award

It is the intention to award this contract to the bidder(s) submitting the most favorable unit prices with consideration being given to any previous performance for the Board of Education as to quality of service and acceptable merchandise, and with regard to the bidder(s) ability to perform should it be awarded the contract. Awards may be made to one successful bidder submitting the lowest aggregate quotation on items of a similar nature or on an individual item basis. However, the Board of Education reserves the right to make awards according to the best interests of the Board of Education. In addition, the Board of Education reserves the right to remove or add additional items to the specifications as our

requirements change, as well as adding suppliers throughout the contract term should a need arise that cannot be facilitated by an awarded supplier.

V. Addenda/Errata

Changes and addenda to a solicitation may occur prior to the solicitation opening date and time. It is the sole responsibility of the bidder to check the “Event Calendar” on the MCPS website, [Department of Procurement](#) or contact Tammy M. Lyles, Buyer at [Tammy M Jarman@mcpsmd.org](mailto:Tammy_M_Jarman@mcpsmd.org) and eh Department of Procurement at 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.

W. Inquiries

Contractual questions regarding this solicitation must be submitted in writing to Tammy Lyles, Buyer, Department of Procurement at [Tammy M Jarman@mcpsmd.org](mailto:Tammy_M_Jarman@mcpsmd.org). **Technical** questions must be submitted must be submitted in writing to MaryAnn Gabriel, Food Services Supervisor at [Maryann E Gabriel@mcpsmd.org](mailto:Maryann_E_Gabriel@mcpsmd.org) and copy to Tammy Lyles.

Questions shall be received no later than four business days prior to bid opening in order for the bidder to receive a reply before submitting their bid. The Board of Education will not be responsible for any oral or telephone explanation or interpretation. Bidder contact with any other MCPS employee regarding this solicitation before the contract is awarded by the Board of Education will be considered by MCPS as an attempt to obtain an unfair advantage and result in non-consideration of its bid. The MCPS Procurement website address is <http://www.montgomeryschoolsmd.org/departments/procurement/>

X. Contractors’ Obligation Regarding Criminal Records of Individuals Assigned to Work in MCPS Facilities

I. 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 § 5-551 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 Department of Procurement 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 Safety and Security, 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.

Y. Work-Based Learning for Employer

In an effort to build a robust program to offer students work opportunities through apprenticeships and internships, MCPS partners with employers to find talented youth for high demand careers. MCPS trains and supports youth employees for your organization so you can help our talented youth move into careers that support your business.

Please acknowledge below your interest in partnering with MCPS and the [work-based learning program](#). If you are not interested in participating in this program, it **does not impact the award** of this bid favorably or negatively.

Yes, I am interested in partnering _____

If yes, please complete the information in the following link and someone will contact you with more information:

[MCPS Employer Interest Form](#)

No, I am not interested in partnering _____

II: Special Requirements

A. Buy American Requirement

The National School Lunch Program (7 CFR 210.21) requires that school food authorities purchase, to the maximum extent practicable, domestic commodities or products. Accordingly, the products supplied by bidders must be, to the maximum extent practicable, a domestic commodity or product.

A domestic agricultural commodity is one that is:

- Manufactured or grown in the United States.
- Processed in the United States substantially using agricultural commodities that are produced in the United States.
- “Substantially using agricultural commodities that are produced in the United States” means over 51% percent of the final processed product consists of agricultural commodities that were grown domestically, by weight or volume.

The above requirement is detailed in 7 CFR 210.21(d).

The successful respondent must be able to provide product label information that clearly shows country of origin for all food and beverage products in the meal program. For products which do not have country of origin labels, the successful respondent must provide certification of domestic origin. All products not in compliance with the Buy American provision must be clearly stated in the vendor’s response and the district has the right to decide if those products meet the limited exceptions allowed in 7 CFR 210.21(d)(5).

Vendor will be required to provide a monthly report detailing domestic and non-domestic purchases by product. Vendors may be required to include state and/or country of origin on invoices.

In the event that the Vendor cannot obtain a domestic product due to availability and/or a significantly higher cost, and cannot find an appropriate substitute, the successful respondent may request an exception from DFNS. The request must be submitted in writing to DFNS a minimum of 14 days prior to delivery. The request must include the reason for the substitution and be within the exceptions allowed in 7 CFR 210.21(d)(5). Any non-domestic product substitutions without prior approval will be rejected. The district has the right to cancel this contract if they feel the contractor is failing to comply with the Buy American provision agreed upon when the contract was accepted.

B. Food Safety Recalls

Ensuring the safety of the food supply is critical to MCPS. Manufacturers and distributors are expected to comply with all federal, state, and local laws and regulations. If manufacturers and distributors do not comply with mandated laws and regulations, they will be held liable. Recalls are an effective method of removing or correcting consumer products that are in violation of laws administered by the Food and Drug Administration. The potential bidder shall have a process in place to effectively respond to a food recall which should include the following;

1. Provide accurate and timely communication to MCPS regarding a food recall.

2. Ensure that unsafe products are removed from school sites in an expedient, effective, and efficient Manner.
3. Streamline the process for reimbursement of recalled product.
4. Submit a one-page summary of their recall policy and procedures.
See **Attachment A: Hold Recall Contact Form.**

C. Descriptive Literature

The following items are required to be submitted along with the proposal for each item bid:

- Product Specification sheet
- Product shipping information including number of cases per pallet, pallet configuration (tie/tie) and minimum order quantity, if applicable.
- Certification that the tray material is safe for food contact.

D. Product Protection Guarantees

School districts have “automatic” product protection recourse against suppliers for product safety. According to the Code of Federal Regulations, the supplier whose name and address appear on the package is the party responsible. Suppliers are expected to take immediate action to correct any situation in which product integrity is violated.

E. Submission of Bids

One Original, One Copy and Two Flash Drives of the bid are required. The cover page of each copy must be clearly marked original or copy. **Bidders must submit a price for the specific unit of measure that is listed on the item’s specification sheet.** Bidders may wish to reproduce and retain an additional copy.