

Office of Finance
Division of Procurement
MONTGOMERY COUNTY PUBLIC SCHOOLS
Rockville, Maryland

Request for Proposal 9145.2, Fresh Produce

1.0 INTENT

The specifications contained herein are intended to cover the furnishing and delivery of fresh produce to the Montgomery County Public Schools (MCPS), Division of Food and Nutrition Services (DFNS) Warehouse, located at 8401 Turkey Thicket Drive, Gaithersburg, Maryland 20879 and other MCPS sites within Montgomery County, Maryland as scheduled. The goal of this RFP is to provide access to high-quality fresh produce to over 162,000 students in approximately 211 MCPS schools. DFNS desires to increase the variety of fresh fruits and vegetables that are locally grown. Locally grown items will decrease the distance that the fresh produce must be shipped between farm and the district. Locally grown will be defined first within the State of Maryland and then the states of Virginia, West Virginia, Pennsylvania, New Jersey, Delaware, and North Carolina. It is the intention of DFNS to highlight the locally grown items that are on the menus, preferably with the name of the farm.

2.0 INTRODUCTION

Montgomery County Public School (MCPS) is the 14th largest school system in the United States, and the largest in the state of Maryland. During the 2022-2023 school year, MCPS served more than 162,000 students. With a Fiscal Year (FY) 2024 Operating Budget of approximately \$3.165 billion, the student demographics of MCPS in the 2022-23 school year are as follows:

Hispanic/Latino: 34.6%
White: 24.4%
Black or African American: 21.8%
Asian: 13.9%
Two or more races: ≤ 5.1%
American Indian or Alaskan Native: ≤5.0%
Native Hawaiian or other Pacific Islander: ≤5.0%
Students receiving free & reduced-price meals (FARMS): 33.3%
English for Speakers of Other Languages (ESOL): 18.2%
Students receiving special education services: 11.7%.

The mission of the Division of Food and Nutrition Services (DFNS) is to provide a variety of appealing, high-quality, nutritious meals in a cost-effective and efficient operation. Dedicated employees empowered to promote success for every student serve meals in an innovative learning environment, respectful of each student's needs and differences. DFNS is a self-operating School Food Authority (SFA) and provides meals through the School Meal Programs (including the School Breakfast Program (SBP), National School Lunch Program (NSLP) and Afterschool Snack Program) (ASSP), Fresh Fruit & Vegetable Program (FFVP), Child and Adult Care Food Program (CACFP), and Maryland Meals for Achievement (MMFA)

3.0 BUY AMERICAN REQUIREMENT

The successful respondent must assume the responsibility of adhering to the Buy American provision on behalf of DFNS. DFNS is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A 'domestic commodity or product' is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d). "Substantially" means over 51% from American products. 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. In the event that the successful respondent 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. Exceptions may be requested at any point during the school year, are approved at the discretion of DFNS, must be submitted prior to the purchase of the non-domestic food, and limited exceptions will be allowed. To request an exception, the successful respondent must submit in writing to DFNS:

1. Alternative substitute(s) that are domestic and meet the required specifications:
 - a. Price of the domestic food alternative substitute(s); and
 - b. Availability of the domestic alternative substitute(s) in relation to the quantity ordered.
2. Reason for exception: limited/lack of availability or price (include price):
 - a. Price of the domestic food product; and
 - b. Price of the non-domestic product that meets the required specification of the domestic product.
3. The time period for which the Distributor is requesting to purchase this item from a non-domestic source.

Non-domestic products need to be identified on invoices according to the invoice section in this RFP.

4.0 ELECTRONIC ORDERING

Vendor must have an electronic on-line ordering system. The system must allow for orders to be placed by individual locations as well as one master account for the central office. The master account would have oversight of the individual location accounts. The master account must be able to access orders placed by individual locations and be able to view current orders, pending orders and the order history for each location as well as the master account

The individual location accounts should have a standard username and password in an established format that is agreed upon. Individual user accounts should not be able to change the standard username and password and passwords should not expire. If necessary, the master account should be able to change the password for the individual location account.

If the system has an automated lock feature after a certain number of failed account log-ins, then the system must automatically unlock the account after a predetermined time period or the master account must be given the ability to unlock the individual location account.

A product order list must be able to be standardized by school or location group. The order list is tied to the group and locations should only be able to order items that the central office approves for that group. Each location will have default delivery dates, not allowing orders to be placed for non-designated dates.

5.0 SCOPE OF SERVICE

The successful vendor will be required to provide regular shipments of items during various delivery cycles throughout the term of the contract. All produce must be delivered on refrigerated trucks. All vehicles shall comply with Federal and Maryland sanitation codes.

Deliveries to the DFNS Warehouse continue through the calendar year. The DFNS Warehouse intends on placing an order each business day (Monday through Friday) with the awarded vendor. The successful respondent shall be required to deliver two working days after an order is placed (i.e., orders placed on Wednesday shall be delivered on Friday). The DFNS Warehouse reserves the right to require a re-delivery on the same day if an essential item is shorted, missing, or rejected for cause.

The successful respondent and the DFNS Warehouse shall establish a mutually agreeable “standing delivery appointment” for the delivery of fresh produce daily to the MCPS Division of Food and Nutrition Services (DFNS) warehouse. The standing appointment can be arranged by calling the DFNS Warehouse at 240-740-7435. In addition, twice per week direct deliveries shall be made to two office building cafeteria locations, Carver Educational Services Center (CESC) located at 850 Hungerford Dr. Rockville, MD 20850 and Café 45 located at 45 West Gude Drive, Rockville, MD 20850.

Direct deliveries to individual schools will begin approximately one week prior to the start of the school year and continue on a weekly basis until one week prior to the end of the school year. Direct delivery schools will require 1-2 deliveries per week. Specific schedules for direct delivery to schools will be mutually established after the award of the contract.

DFNS reserves the right to add or subtract from the list of schools for direct delivery so long as that addition or deletion does not result in a material change (i.e., the value of the additional goods will not exceed 10% of the value of the contract). Deletion or addition of schools shall be made not less than one week prior to the required state of service. Deliveries to a limited number of school locations for summer feeding continue through the calendar year.

The locations for direct deliveries are listed below and are subject to change at DFNS discretion. A list of all MCPS locations with addresses is attached.

- DFNS WAREHOUSE
- All MCPS Middle Schools
- All MCPS High Schools
- 25-50 MCPS Elementary Schools identified annually based on need
- Café 45 at 45 West Gude Drive
- CESC Cafeteria

Deliveries to the DFNS warehouse shall be no later than 6:00 am, Monday through Friday, except school holidays or days closed due to inclement weather. Deliveries to school locations shall be no earlier than 7:00 am. or later than 1:00 pm for middle and high schools and no earlier than 8:00 am or later than 1:00 pm for elementary schools. The vendor shall be responsible for keeping informed of holidays and emergency closings. The successful respondent shall contact the DFNS Warehouse on the days that schools and/or offices are closed to determine whether the standing delivery appointment shall be canceled. MCPS shall not be liable for deliveries when schools and/or offices are closed.

The successful respondent shall notify MCPS in advance of anticipated shortages to determine if a substitution is required. If a substitution is required, the substitution in quality or quantity will only be

accepted with prior approval from the Division of Food and Nutrition Services. If the substitution is unavoidable, the substituted item will be an equivalent at no additional cost to MCPS.

For the DFNS warehouse, 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 the merchandise must be placed by the driver in an acceptable pattern on MCPS pallets upon delivery. Pallets which contain mixed products shall be organized with similar items together. Any physical handling of the product required during delivery will be the responsibility of the driver. Invoices accompanying deliveries must be in the same product sequence as is listed on the MCPS order document.

Products delivered to schools may not be delivered on pallets. Delivery of goods includes placement of items in areas designated by the cafeteria manager. This does not include placing on shelves. "Drop shipments" (items left outdoors) shall not be considered. Any drop shipments shall not be honored for payment and shall be reported to the Montgomery County Department of Environmental Protection as a violation of sanitary regulations. Products delivered directly to schools must be received and signed for by DFNS staff, and may not be received nor signed for by other MCPS staff.

Any exception to the delivery conditions specified must be clearly identified as an alternate proposal. Alternate proposals for delivery will be considered, but only on an individual item basis, and only awarded if in the best interest of the Board of Education. Such quotation may be made in addition to the delivery requirements set forth as part of these conditions.

6.0 FOOD SAFETY AND 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.

The distributor shall provide a copy of licenses and permits that are required by USDA and Federal and Local laws and regulations.

In the event the Distributor's license is revoked or if the distributor receives an unfavorable rating notice in accordance with its local jurisdiction, or the distributor's facilities are closed for health code violations, the Distributor shall notify the SFA immediately.

- 1.0 MCPS reserves the right to terminate the contract for default without advance notice in the event the distributor is closed for the reasons cited above.
- 2.0 The Distributor shall develop and maintain a food safety program such as HACCP or comparable to ensure compliance with food handling, preparation, holding, storage, and distribution industry standards.
- 3.0 The Distributor shall monitor and evaluate the food safety program listed above to ensure compliance with current Federal, State, and Local Food Safety Standards and Regulations.
 - a. The Distributor shall keep records of food safety inspections performed by the USDA's FSIS, and/or State/Local inspector. The records shall be made available upon request to MCPS. Any findings by a USDA's FSIS, State or Local inspection of the warehouse or other distribution facility that documents a critical sanitary deficiency shall be reported immediately to the MCPS Division of Procurement and DFNS Director with an attached report of the corrective action taken within seven (7) working days from discovery. Respondents shall submit their two (2) most recent health inspections.

The distributor shall ensure that all products delivered conform in every respect to the requirements of the Federal Food, Drug and Cosmetics Act, and grade standards of USDA that are in effect by the contract award date or become effective after contract award.

The distributor shall maintain an in-house HACCP continuous quality control program for the inspection and monitoring of incoming ingredients against specifications and grade and microbiological standards. The program must extend to the finished products and ingredients compliance with portion size and nutrient content.

The distributor shall develop and maintain a program for warehousing and distribution to ensure the following:

- Usage of first-in-first-out principles;
- Product shelf life is monitored;
- Items are free of damage;
- Correct items and quantities are selected and delivered;
- Customer satisfaction is monitored;
- Product discrepancies and complaints are resolved and corrective action is initiated;
- Supplier of Federal Drug Administration (FDA) initiated food recalls are promptly reported to the SFA;
- Compliance with Environmental Protection Agency (EPA) and Office of Safety and Health Administration (OSHA) requirements; and
- Salvaged items or products are not to be used.

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 respondent shall have a process in place to effectively respond to a food recall which should include the following:

- a. Provide accurate and timely communication to MCPS regarding a food recall. Timely will be considered as soon as possible (ASAP), and no later than 1 business day of being made aware of the recall.
- b. Ensure that unsafe products are removed from school sites in an expedient, effective, and efficient manner.
- c. Streamline the process for reimbursement of recalled products.
- d. Submit a one-page summary of their recall policy and procedures.
(See Attachment F)

7.0 EDUCATIONAL SUPPORT

MCPS is seeking educational projects that are a collaboration between awarded respondent(s) and our schools. Our stakeholders believe in the importance of increasing the awareness for our students of where our food is grown and who is growing it. School and class visits from local farmers are essential to this process with the intent to increase student nutrition and increase their awareness regarding the role of fresh fruits and vegetables in a healthy lifestyle. This initiative will also serve as a support for our local farmers.

DFNS will require the selected supplier to have a contact person designated to coordinate with our menu committee on a quarterly basis to communicate the local products that can be placed on the menu. Meetings will be set up at least quarterly so local product menu needs can be met.

The Distributor will:

- Participate in at least two annual nutrition education events such as Maryland Farm to School Week, National School Lunch Week, National School Breakfast Week and School Lunch Hero Day, schedule permitting.

- Host at least one educational session for DFNS staff annually.

8.0 PROVISION FOR PRICE ADJUSTMENT

Recommendations for awards shall be made based on the original RFP submission only. Renegotiation of product prices (as applicable) will not be allowed in the initial term of the agreement. Renegotiation will be allowed in the subsequent years of the agreement based on changes in product prices. An economic price adjustment allows the awarded supplier to increase their price and allows DFNS to demand a price reduction. If the awarded supplier requests a price increase for products under the agreement, the annual percentage increase must be based on the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index for Urban Consumers (CPI-U) for the applicable area (Washington D.C. area) for the most recent 12-month period immediately preceding the month in which the contract expires. Before any fee or price increases can be implemented, the awarded supplier must document through cost documentation or price analysis the need for such price increase. Any increase or decrease in price will be documented. Price increases for costs not directly related to the products (e.g., gas prices for delivery) will be considered on a case-by-case basis and may be denied.

9.0 COMMUNICATION OF MARKET CONDITIONS

The successful respondent(s) shall serve as the school system's "produce buyer" making recommendations on a regular basis as to which items and qualities are the best buys for the intended usage. For example, in the event of significant price escalations the supplier shall be prepared to offer substitutions of equal or superior quality that would be considered better values under the current market condition. Additionally, the successful respondent will provide seasonal recommendations with storing specifications included. All substitutions must be approved in advance by the director of the Division of Food and Nutrition Services.

10.0 DEVIATIONS

All bids, meeting the intent of the invitation, will be considered for award. **Bidders who are deviating from the terms, conditions, and/or specifications shall list such and explain fully on a separate sheet to be submitted with their 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.

11.0 SAMPLES

Samples will be required if selected for evaluation subsequent to the Request for Proposal opening. Samples requested shall be forwarded to the Division of Food and Nutrition Services, Attention: Ms. Mary Ann Gabriel, 8401 Turkey Thicket Drive, Gaithersburg, Maryland, 20879. The outside packaging of samples shall be clearly marked "Samples" with the RFP number affixed to the packaging. Samples shall be required within four (4) business days of request. Failure to provide samples as required may result in RFP disqualification of the RFP submission.

Samples shall be of sufficient quantity to allow thorough testing of the product. Each individual sample submitted shall bear the name of the respondent, RFP number, and item number and shall be carefully tagged or marked in a substantial manner. If samples are not properly marked, the samples may not be considered.

12.0 PRICING AND QUOTATIONS

MCPS is seeking proposals based on either a fixed price or a fixed service fee for items that are market sensitive. Respondents shall enter a fixed price or a fixed service fee for each item on the attached specification sheet.

If awarded, prices for items that are not fixed price shall be submitted each Wednesday prior to the start of the week by 10:00 am to designated DFNS staff on a spreadsheet. Price is then firm for one calendar week. The fixed price service fee shall remain the same for the term of the contract. The unit prices submitted weekly shall be based upon the distributor's landed costs and service fee. Respondents shall clearly indicate when a price is a service fee or fixed cost.

Vendor's cost shall be determined as the Freight on Board (FOB) price, vendor's dock, less any applicable or accrued trade discounts. The fixed service fee shall cover vendor's delivery costs and profits to transport product FOB to the DFNS Warehouse and sites.

Emailed proposals will not be accepted at this time. Respondent(s) shall enter the information on the Item Specification Sheet pages included in the RFP package.

13.0 QUALITY

All product is to be U.S. grown (when available and economically feasible) and U.S. #1 grade or U.S. Fancy as specified on the item's specification sheet. The successful Respondent(s) will be able to supply information to document their process for certifying domestic origin for all products throughout the supply chain. All value-added items will have a best by date of at least 10 days from the date of delivery. All packaging and packing will be in accordance with Good Commercial Practice. The successful Respondent(s) will be able to provide documentation to support their HACCP, GMP, and /or SQF certification ratings.

14.0 QUANTITIES

The quantities listed on the Item Specification Sheet represent the estimated yearly usage and are subject to change. MCPS shall not be obligated to purchase any specific quantity. MCPS reserves the right to add and/or delete items during the contract term. The successful respondent is encouraged to present and/or demonstrate new items or concepts to the identified contact at DFNS.

15.0 USE OF PRESERVATIVES AND PESTICIDES

No sulfite preservatives are permitted. Produce certified free from pesticide residues is preferred when available and competitively priced.

16.0 LOCALLY-GROWN PRODUCE

Geographic preference will be given to bidders who can provide locally grown produce (from Delaware, Maryland, New Jersey, North Carolina, Pennsylvania, Virginia, or West Virginia). The selected supplier agrees to source locally-grown produce from growers engaged in sustainable agriculture practices whenever possible. The Bidder must submit certification of the percentage of locally grown produce to be supplied. DFNS reserves the right to audit the actual percentage used once the bid is awarded.

DFNS is interested in the traceability of all produce served to students, particularly that of locally grown produce. The selected supplier will provide a quarterly summary report in an agreed upon format, stating which farm supplies the locally grown produce, amount, and type purchased for that period. If the selected supplier is not able to detail the item source by site, an alternative format will be agreed upon. This separate traceability

report must include all the information required for the report and the item's source.

- If locally grown: farm of origin for each item. If produce was not purchased directly from a farm, please provide as much information as available regarding the source of produce.
- If non-local/regionally grown: state of origin.

17.0 RESERVING THE RIGHT TO BUY IN THE OPEN MARKET

In support of serving local produce, DFNS reserves the right to purchase food directly from local farms, when possible, for the purpose of promoting local products in conjunction with the USDA Fresh Fruits and Vegetable Program (FFVP), Farm to School program, the School Breakfast Program, (SBP), the National School Lunch Program, (NSLP), the Child & Adult Care Feeding Program (CACFP) Supper Program, or the Summer Food Service Program (SFSP).

18.0 SUMMER OPERATION

Produce is delivered 2-5 days per week during the summer to selected sites. Quantities and items purchased during the summer may be different from those purchased during the school year, i.e. cantaloupe, watermelon, etc., may be purchased in significantly larger quantities during the summer.

19.0 PRODUCT PROTECTION GUARANTEES

School districts have “automatic” product protection recourse against respondent(s) for product safety. According to Federal regulations, the respondent whose name and address appear on the package is the responsible party. Respondent(s) are expected to take immediate action to correct any situation in which product integrity is violated.

20.0 SUBMITTAL OF SAMPLE INVOICE AND DOCUMENTATION OF VENDOR COST

Respondent(s) must include with their proposal two (2) sample invoices showing fixed service fee for the following items for the periods of January 9-13, 2023 and January 23-27, 2023:

- 1 case Apples, Fresh Seasonal
- 1 case Baby Carrots, Pre-Packed 3 oz.
- 1 case Oranges, Fresh
- 1 case Slicing Tomatoes, 6 x 6
- 1 flat Tomatoes, Grape
- 1 case Bananas
- 1 case Cucumbers Sliced
- 1 case Grapes, Lunch Bunch
- 1 case Pears, Fresh

Documentation of respondent(s) cost shall also be provided which must clearly show the respondent(s) actual costs during the periods indicated and correspond to the package sizes and descriptions listed in the attached Item Specification.

21.0 INVOICES AND RECORDS

Duplicate delivery tickets/invoices (in MCPS order document sequence) must accompany each delivery. The successful respondent(s) shall honor requests for credit based on warehouse staff and/or managers notification that product was unusable.

Upon receipt of the goods, DFNS staff will sign the multi-part delivery ticket/invoice and retain one (1) copy. Any adjustments to the original ticket/invoice must be made on the cafeteria copy, as well as the vendor copy.

Weekly spreadsheet invoices will be sent to DFNSaccounting@mcpsmd.org in Excel/CSV file format and contain the following information in detail:

1. School name and MCPS location number
2. Item description
3. Quantity
4. Item unit price
5. Extended total for each item
6. Grand total

In addition, the weekly invoice will also contain a summary by item. See attachment E for an invoice format template.

Invoices will be sent to DFNS within two weeks of delivery. Monthly statements will be sent every month via email to DFNSaccounting@mcpsmd.org.

Credit memos will be issued within two (2) weeks of request from the DFNS.

MCPS also reserves the right to review actual respondent(s) costs for any given period of the contract. Documentation of respondent(s) costs must be provided within two weeks of request.

In addition, the successful respondent must be able to provide quarterly reports regarding the type, amount, and source of local produce as specified earlier in this RFP.

22.0 CONTRACT TERM

The initial term of contract shall be for two (2) years as stipulated on the RFP. However, the contract may not begin until one day after approval by the Montgomery County 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 (3) additional one (1) year terms.

Written notice indicating MCPS' intention to pursue the extension of the contract will be issued to the successful respondent (s) 90 days prior to the expiration of the original contract. The respondent(s) shall have ten (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.

23.0 REFERENCES

All respondents shall include a list of a minimum of three references, including local purchasers who use the respondent's services who can attest to their quality of work and, if possible, shall include school districts of comparable size to MCPS that have utilized the Respondents' services. Include names of client, contact person,

email address and phone number of all references. Also, as an attachment, contracts shall include a list of all current school district clients. References may or may not be reviewed or contacted at the discretion of MCPS. Typically, only references of the top ranked short-listed respondents are contacted. MCPS reserves the right to contact references other than, and/or in addition to, those furnished by a Contractor.

<u>Company Name & Address</u>	<u>Contact Person</u>	<u>Phone Number</u>
1. _____		
Email _____		
2. _____		
Email _____		
3. _____		
Email _____		

24.0 FORMAT OF RESPONSE

- 24.1 Response to this RFP shall be submitted in the same order as the RFP and provide an individual response to each RFP specification.
- 24.2 Respondent(s) shall include all statements and representations made within its proposal in the contract for services with the MCPS. This includes, but is not limited to, the respondent(s) point-by-point response to this RFP. If the respondent(s) responds as “Understand and comply,” it is assumed that the respondent(s) complies with MCPS’ understanding of the requirement.
- 24.3 MCPS shall not be responsible nor be liable for any costs incurred by the respondent(s) in the preparation and submission of their proposals and pricing.
- 24.4 A pricing proposal shall be submitted as a separate document

25.0 MANDATORY SUBMISSIONS

Each respondent(s) must submit a complete proposal including all required information and attachments. The response shall address each paragraph in the same order as the RFP and provide an individual response to each RFP specification. All proposals must be presented using the same numbering sequence and order used in this RFP document or as otherwise specified by MCPS. One (1) original and two (2) copies, as well as one (1) electronic version on a flash drive of the response, and one (1) redacted copy, as well as one (1) electronic version on a flash drive of the redacted response must be sent by mail, courier, or hand-delivery to the address below. Responses shall be in binders with tabs identifying each section. A table of contents should be included and all pages numbered as referenced in the Table of Contents. No faxes or electronic submission of proposals

will be accepted. Proposals are to be received no later than 2:00 p.m. on August 28th, 2023 Submit responses of the entire RFP proposal to:

Montgomery County Public Schools
Division of Procurement
Attn: Sylvia Hardy
45 West Gude Drive, Suite 3100
Rockville, MD 20850

Submissions will become the property of MCPS.

The proposal must be signed by an official having authority to contract with MCPS. The firm and the official's name shall be used in the contract process. MCPS reserves the right to make an award without further discussion of the proposals received. MCPS also may negotiate with the one respondent(s) who submits the best proposal or with two or more respondent(s) who are in the competitive range. Therefore, it is important that the respondent(s) proposal be submitted initially on the most favorable terms from both the technical and cost standpoints. After the submission and closure of proposals, no information will be released until after the award. It is understood that the respondent(s) proposal will become a part of the official file on this matter without obligation to MCPS.

The proposal must be complete and comply with all aspects of these specifications. Marketing or promotional verbiage will likely overshadow the respondent(s) qualifications and expertise. MCPS urges the respondent to be specific and brief in their responses.

MCPS shall not be responsible or liable for any costs incurred by the respondent(s) in the preparation and submission of their proposals and pricing.

Complete Response must include:

Failure to include the following required submissions may render the proposal non-responsive as determined by the director of the Department of Materials Management.

- Point-by-point Response to each section of the RFP
- A list of at least three (3) references including contact persons and telephone numbers must be submitted, See 23.0 References.
- Respondent's annual fiscal report to demonstrate the respondent's financial stability (If desired, the Respondent also may include any other financial documents that the Respondent wishes to include regarding respondent's financial condition).
- A copy of a current state or local health certificate assuring that all regulations for preparation of food and the facilities are being met
- Two most recent health inspections
- Equal Opportunities Certification ([Attachment A](#))
- Certification of Non-segregated Facilities ([Attachment B](#))
- Minority Business Enterprise ([Attachment C](#))
- Non-Debarment Acknowledgement ([Attachment D](#))
- Hold-Recall Contact Form ([Attachment F](#)), see section 6.0 Food Safety and Recalls
- Current Company W-9
- A redacted copy of the Respondent's proposal as specified in Sections 25.

All of these written deliverables described above shall be submitted in electronic format (MS Word) with at least two (2) hard copies. Absent good cause, payment for items shall be contingent upon meeting the mutually

agreed-upon deadlines.

It is the intention to award to the most favorable respondent(s) based on the evaluation criteria in Section 29.0. However, the Board reserves the right to make awards according to the best interest of MCPS. This request for proposals may result in multiple awards for different components of the scope of services.

In determining the qualifications of a respondent, MCPS will consider the respondent(s) record and performance of any prior contracts with MCPS, federal departments or agencies, or other public bodies, including but not limited to the respondent(s) record providing such detailed programs/services as described in Section 3.0 to MCPS or other schools or school districts. MCPS expressly reserves the right to reject the proposal of any respondent if the investigation discloses that the respondent, in the opinion of MCPS, has not properly performed such prior contracts or has habitually and without just cause neglected the payment of bills or has otherwise disregarded its obligations'.

MCPS may conduct any necessary investigation to determine the ability of the respondent to perform the work, and the respondent(s) shall furnish to MCPS all such information and data requested, such as information about its reputation, past performance, business and financial capability, and other factors that demonstrate that the respondent is capable of satisfying MCPS' needs and requirements for a specific contract. MCPS reserves the right to reject any proposal if the evidence submitted by the respondent or investigation of such respondent fails to satisfy MCPS that such respondent is properly qualified to carry out the obligations of the contract and to complete all requirements contemplated therein. Consideration will be given to any previous performance with MCPS as to the quality and the acceptability of respondent's services.

All respondent(s) submitting a proposal shall include evidence that they maintain a permanent place of business. Copies of any appropriate licenses necessary to perform this work shall be submitted with each proposal. Respondent(s) also shall demonstrate that they have adequate staff to perform the required services. Use of third-party suppliers, if any, must be specifically identified within the proposal. Third party supplier's roles shall be clearly expressed. MCPS reserves the right to accept or reject use of proposed third party suppliers.

MCPS reserves the right to add or delete respondent(s), as needed, should our requirements change during the contract term.

26.0 ISSUING OFFICE

26.1 The Issuing Office is:
 Montgomery County Public Schools
 Division of Procurement
 45 West Gude Drive, Suite 3100
 Rockville, Maryland 20850

Email: Sylvia_Hardy@mcpsmd.org, **Contact shall be Sylvia Hardy, via e-mail.**

26.2 Prior to award the Issuing Office shall be the sole point of contact for purposes of preparing this Technical Offer.

27.0 ADDENDA/ERRATA

Changes and addenda to a solicitation may occur prior to the bid opening date and time. It is the bidder's responsibility to contact the Division of Procurement by email to Sylvia_Hardy@mcpsmd.org or procurement@mcpsmd.org by telephone at 240-740-7539 to confirm that they have all addenda/errata or at the MCPS website under the Event Calendar <http://www.montgomeryschoolsmd.org/departments/procurement/> Failure to acknowledge errata/addenda on the form may result in a bid being deemed non-responsive and consequently rejected.

28.0 EMARYLAND MARKETPLACE

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 <http://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.

29.0 EVALUATION CRITERIA

MCPS reserves the right to ask clarifying questions about submitted proposals. Respondent(s) also may ask questions that they may have related to this RFP prior to submitting their responses. See Section 30.0, Schedule of Events. Only proposals received by the deadline will be considered. Proposals will be screened down to several finalists.

MCPS reserves the right to convene a meeting with the top qualified respondent(s) prior to awarding a contract. The purpose of the meeting will be to afford both parties an opportunity to discuss any aspects of the requirements and services that will be performed and clarify any issues. Issues raised during the meeting, which cannot be resolved to the satisfaction of MCPS, shall be cause to reject the proposal.

All respondent(s) are advised that in the event of receipt of an adequate number of proposals, which, in the opinion of MCPS require no clarification and/or supplementary information, such proposals may be evaluated without further discussions. Therefore, proposals should be submitted initially on the most complete and favorable terms and conditions. Should proposals submitted require additional clarification and/or supplementary information, respondent(s) should be prepared to submit such additional clarification and/or supplementary information, in a timely manner, when requested.

Proposals meeting all requisite criteria will be evaluated. Those who do not meet requisite criteria will not be evaluated further. A selection committee comprised of MCPS staff and potentially outside stakeholders will evaluate proposals based on the criteria specified below.

- 29.1** The contract will be awarded to the responsible and responsive bidder(s) whose offer is most advantageous to the MCPS, based upon the evaluation criteria specified. Proposals will be evaluated using the weighted criteria stated in the RFP. MCPS may deem it necessary to award this bid to multiple distributors based on the ability of one or more distributors to effectively supply all products listed at competitive prices. MCPS encourages distributors to bid on portions of this food solicitation if they cannot supply the total amounts. MCPS reserves the right to award to multiple distributors, using criteria as specified in the evaluation and award provision section.

29.1.1. Completeness of Response - 5 points

Response includes all sections/requirements including but not limited to the Buy American provision, food safety and recall information, responses to local produce request, and references supplied.

29.1.2. Experience, Expertise, and Reliability - 15 points

Based on past experience and references, the bidder will be evaluated on their scope of services, product line availability, capability and relevant experience, customer service, ordering procedures, timely deliveries, return procedures, emergency deliveries and cancellation plans.

It must be clear to MCPS that the respondent is capable of consistently delivering high-quality products promptly and can acquire, within short notice, any additional items which may be required.

Related experience, references, and past performance will be evaluated. MCPS staff reserves the right to verify references accompanying the RFP. Respondent(s) must have a proven record of service, particularly concerning delivering all items on a regularly scheduled basis. A respondent may be deemed unacceptable if the requirements listed herein were previously violated, or if the respondent demonstrates an inability or unwillingness to communicate openly and/or to fully adhere to making “produce buyer” recommendations.

29.1.3. Quality - 15 points

Based on evaluation of samples

29.1.4. Geographic Preference - 5 points

Uses locally grown produce to maximum extent possible

29.1.5. Facilities, Equipment and Sanitation - 20 points

Respondents will be evaluated on site visits, quality assurance, HAACP Plans and Safe Quality Food (SQF) Certification, and Value-Added Produce/Fresh Cut Program. Respondents must have adequate warehouse space and refrigerated delivery equipment suitable for dock unloading for supplying products under this contract. Conditions and storing chilled products must be as recommended by the Refrigerated Research Foundations. Delivery temperatures of chilled product shall be in accordance with the Association of Food and Drug Officials of the United States (AFDOUS) code as recommended by the Federal Food and Drug Administration. MCPS reserves the right to inspect vendor’s facilities prior to award and throughout the contract period. MCPS staff reserves the right to tour a respondent(s) facility and verify references accompanying the RFP.

29.1.6. Cost and Financials - 40 points**30.0 SCHEDULE OF EVENTS**

The anticipated schedule for activities related to this RFP is as follows:

RFP issued:	August 3, 2023
Questions due:	August 14, 2023
Proposals due	August 28, 2023

All dates are subject to change at the discretion of MCPS.

31.0 ADDENDA/ERRATA

Changes and addenda to a solicitation may occur prior to the solicitation opening date and time. It is the contractor's responsibility to check the MCPS website under "Event Calendar" <http://coldfusion.mcps.k12.md.us/cfms/webteam/calendar/calendar.cfm?calendarID=mcpsbids> or contact the Division of Procurement at 240-740-7600 to verify whether addenda/errata have been issued.

In the event that MCPS issues addenda/errata, all terms and conditions will remain in effect unless they are specifically and explicitly changed by the addenda/errata. Respondent(s) must acknowledge receipt of such addenda/errata by returning one signed copy of each of the addenda/errata with its proposal. Failure to provide the signed acknowledgement of the addenda/errata may result in a bid being deemed non-responsive.

32.0 INQUIRIES

Inquiries regarding this solicitation must be submitted in writing to Sylvia Hardy, Buyer, MCPS Division of Procurement, 45 W. Gude Drive, Suite 3100, Rockville, MD 20850, via email to Sylvia_Hardy@mcpsmd.org questions are due by 4:00 P.M. August 11, 2023. Responses will be posted on MCPS' Procurement website. The Board will not be responsible for any oral or telephone explanation or interpretation. Any binding information given to a respondent in response to a request will be furnished to all respondent(s) as addenda/errata, if such information is deemed necessary for the preparation of proposals, or if the lack of such information would be detrimental to the uninformed respondent(s). Only such addenda/errata, when issued by MCPS, will be considered binding on MCPS.

Contact by respondent(s) with any other MCPS employee regarding this solicitation until the contract is awarded by MCPS will be considered by MCPS as an attempt to obtain an unfair advantage and result in non-consideration of its RFP response. The MCPS Procurement website address is www.montgomeryschoolsmd.org/departments/procurement/.

33.0 VENDOR OBLIGATION

- a. Maryland Law requires that any person who enters into a contract with a county board of education or a non-public school "may not knowingly employ an individual to work at a school" if the individual is a registered sex offender. **Bidder shall acknowledge that Section 11-722 of the Criminal Proceedings Article, Annotated Code of Maryland, as amended by the Maryland Legislature in June 2006, prohibits a person having a contract with a public school from hiring a registered sex offender to perform work at a school.** An employer who violates this requirement is guilty of a misdemeanor and if convicted may be subjected to up to five years imprisonment and/or a \$5,000.00 fine.
- b. Each Contractor must screen their work-forces to ensure that a registered sex offender does not perform work at a county public school and also ensure that any Sub-Contractor and independent Contractor conduct screening of its personnel who may work at a school. The term "Workforce" is intended to refer to all of the Contractor's direct employees and any sub-Contractors and/or independent Contractors it uses to perform the work. Violation of this provision may cause MCPS to take action against the Contractor up to and including termination of the contract.

34.0 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.

35.0 SALES TAX

Section 326 (a) of Chapter 452 of the Laws of Maryland, 1968, provides, among other things, for the taxation of "any sale . . . of tangible personal property to Contractors or builders to be used for the construction, repair, or alteration of real property . . . ". Sales tax, as applicable, shall be included in any bid made to the Board of Education of Montgomery County, Maryland.

36.0 UNNECESSARILY ELABORATE BROCHURES

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the respondents lack of cost consciousness. Elaborate art work and expensive visual and other presentation aids are neither necessary nor wanted.

37.0 PROTESTS

Any protests, including appeals, will be governed by the applicable MCPS Division of Procurement Regulations, as stated in the MCPS Procurement Manual. The burden of production of all relevant evidence, data and documents and the burden of persuasion to support the protest is on the respondent making the protest.

38.0 CONTRACT

MCPS plans to enter a contractual agreement with Respondent(s) to whom the award is made and intends to make MCPS General Contract Articles, attached hereto and incorporated herein as part of the contractual agreement, except and unless modified by MCPS. In addition, the respondent will abide by the provisions of the MCPS General Contract Articles. Proposals must clearly identify any variances from or objections to the specifications in this RFP and the terms and conditions of the MCPS General Contract Articles. Lacking any response to the contrary, MCPS will infer that the Respondent agrees to the specifications of this RFP and each term and condition of the MCPS General Contract Articles. Respondents should note that any variance may provide a basis for MCPS to reject the proposal. MCPS reserves the right to cancel the contract in whole or in part at any time in accordance with Article 12 of the MCPS General Contract Articles. MCPS also reserves the right to cancel the contract with a respondent for failure to comply or failure to fulfill the terms of this contract in accordance with Article 13 of the MCPS General Contract Articles