

**Department of Materials Management
Procurement Unit
MONTGOMERY COUNTY PUBLIC SCHOOLS
Rockville, Maryland 20850**

Invitation for Bid #9150.1, Direct Delivery of Water

GENERAL CONDITIONS

A. Intent

The specifications contained herein are intended to cover the furnishing and direct delivery of bottled water to all elementary schools. All locations are within Montgomery County, Maryland.

B. Delivery

MCPS requires delivery of bottled water to all elementary schools between 7:00 a.m. and 1:30 p.m. Monday through Friday, except school holidays. See **Attachment I** for location addresses. The director of the MCPS Division of Food and Nutrition Services, hereafter referred to as DFNS, and the successful vendor(s) shall establish mutually agreeable ordering procedures for all locations.

The successful vendor(s) shall be responsible for keeping informed of holidays and emergency school closings. In the case of school closings due to inclement weather and other emergency closings, orders placed for the day of the closing are automatically cancelled. Orders shall be resumed the next day of school. The DFNS will notify the vendor(s) of any order adjustments due to school closings.

- a. Cafeteria managers normally place orders on Mondays (Tuesdays if school is not open on Monday) for the next week's deliveries.
- b. Delivery of goods includes placement of items in areas designed by the cafeteria manager. This does not include placing on shelves.
- c. "Drop shipments" (items left outdoors) shall not be considered. Any drop shipments received shall NOT be honored for payment and shall be reported to the Montgomery County Department of Environmental Protection as a violation of sanitary regulations.
- d. The successful vendor(s) shall notify the director of the Division of Food and Nutrition Services in advance when product shortages are anticipated or if deliveries are incomplete.
- e. Vendors shall deliver products that have been awarded and approved by the director of DFNS. Items that have not been approved shall not be supplied to schools without prior written approval by the director of the Division of Food and Nutrition Services.

C. Buy American Requirement

The National School Lunch Act mandates that districts use federal funds to purchase only food produced in the United States. Accordingly, the products supplied by bidders must be a domestic food commodity or a domestic food product, as those terms are defined under the National School Lunch Act and its implementing regulations.

A domestic food commodity is an agricultural commodity (for example, fruit, vegetable or grain) that is produced in the United States. A domestic food product, as defined by federal regulations, is a product processed in the United States “substantially” using domestic agricultural commodities. Substantially means that over 51% of the process food comes from American-produced products. The regulation does allow for certain, specific exemptions.

D. Awards

It is the intention to award this contract to the lowest responsible bidder(s) meeting specifications and product approval. Consideration shall also be given to any previous performance for the Board of Education as to quality of service, acceptable merchandise and with regard to the bidder’s ability to perform should it be awarded the contract.

MCPS reserves the right to award and add or delete products throughout the school year. MCPS reserves the right to modify the list during the contract period and with the approval of the Team Leader of the Procurement Unit.

E. Contract Term

The term of contract shall be for one (1) 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 (3) 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 shall have ten (10) days from 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.

F. 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 senior buyer of the Procurement Unit 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 year of the contract. Thereafter if the contract

is extended the successful vendor must submit a written request for price relief. The request for price increases 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 price increase shall be honored at the original contract price.

G. Samples

Updated nutritional and ingredient information must be provided for all items bid and be included in the bid submission packet. Product samples may be requested subsequent to bid opening unless specifically requested, prior to bid opening, in the SPECIFICATIONS. Vendors desiring approval for products not listed may submit samples at anytime during the school year. Products approved will be listed on the next bid or thereafter, depending on the timing of approval and issuance of bid.

For products indicating “Samples required”, samples and nutritional/ingredient information are required subsequent to bid opening time.

Samples submitted shall be forwarded to the Division of Food and Nutrition Services, Attention: MaryAnn Gabriel, 8401 Turkey Thicket Drive, Gaithersburg, MD 20879. The outside packaging of samples shall be clearly marked “Samples” with the bid number affixed to packaging. The sample package shall be marked “Samples” and identified with the bid number for which the sample applies. Samples shall be provided in normal purchase units to allow thorough testing of the product and to represent actual packaging if the item is approved and purchased. Additional samples may be requested for expanded testing with students.

Testing normally requires a minimum of 60 days to complete; therefore, your samples for testing may be approved for a future bid if the evaluation is satisfactory. The following procedures should be followed for evaluations and testing of other brands:

1. Vendors must send requests in writing to the Procurement Unit to request evaluation.
2. Procurement will notify the vendor when and where the sample must be delivered.
3. Samples will be submitted at no cost to MCPS.
4. MCPS will notify the vendor if the evaluation is satisfactory and accepted for future bids.

H. Brand Names

The use of brand names is preferred. However consideration will be given to other brands provided samples and literature are submitted for review and testing. Other brands will be evaluated and tested by MCPS if samples are submitted at no cost to MCPS. Samples must be forwarded to Ms. MaryAnn Gabriel, Division of Food and Nutrition Services, 8401 Turkey Thicket Dr., Gaithersburg, MD 20879. Testing normally requires a minimum of 60 days to complete; therefore your product may be approved for a future bid if the evaluation is satisfactory. Except where stated as “only” in the item description, reference to brand names, code or model numbers is offered as a point of reference in order for bidders to consider style, sizes, weights, and similar characteristics. The use of such brand names should not be interpreted as the exclusive brand desired.

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. If an item specification shows code or model numbers that have been discontinued, the bidder shall so state and indicate the current code or model number.

I. Interpretation of Specifications

The products listed are specified to meet our minimum requirements. Therefore, vendors are informed that they must provide the items in conformance to quality standards equal to the items specified.

J. 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.

K. Quotations

Any minimum order quantities required by bidders must be clearly stated in the bid response on the corresponding item specification. Bidders **may ONLY offer more than one (1) price** if prices are based on order quantities.

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.

L. 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 responsible party. Suppliers are expected to take immediate action to correct any situation in which product integrity is violated.

M. Quantities

The quantities in this request are based upon prior usage, subject to change and are dependent upon current requirements of MCPS based upon budgetary limitations. MCPS shall NOT be obligated to purchase any specific quantity. Orders will be placed from time to time during the contract period. It is not the intention to purchase the entire quantities at one time. MCPS reserves the right to add/delete products during the contract term with approval by the director of the Division of Food and Nutrition Services

N. Vendor Obligation

Contractors’ and sub-contractors’ responsibility regarding registered sex offenders:

Maryland Law requires that any person who enters 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. 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.

Each contractor shall screen their work-forces to ensure that a registered sex offender does not perform work at a county public school and also ensure that a subcontractor and independent contractor conducts screening of its personnel who may work at a school. The term “work-force” is intended to refer to all of the contractor’s direct employees and subcontractors and/or independent contractors it used 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.

O. Special Conditions

1. Audit Provisions - MCPS shall have the right to examine the successful vendor(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 (3) years thereafter.
2. Contingent Fee - The successful vendor(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 vendor(s) except as expressly authorized in writing by MCPS and no contract shall be made by the successful vendor(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 vendor and the Procurement Buyer. Pending final decision of a dispute hereunder, the vendor shall proceed diligently with the contract performance.

P. Customer References

Bidders are required to provide three (3) references. The references shall have company name, contact person, address and phone number of three (3) 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. _____			
2. _____			
3. _____			

Q. 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, and suitability for intended uses, packaging
6. Merchandising equipment/supplies available

R. 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 vendor to check the "Event Calendar" on the MCPS website <http://www.montgomeryschoolsmd.org/departments/procurement/> or contact Tina Marie Booth in the Procurement Unit at 301-279-3090, 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.

S. 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 duplicate. Bidders may wish to reproduce and retain an additional copy for your files.

T. eMaryland Marketplace Registration

As of June 1, 2008, Maryland law requires local and state agencies to post solicitations on eMaryland Marketplace. Registration with eMaryland Marketplace is free. It is recommended that any interested supplier register at www.eMarylandMarketplace.com, regardless of the award outcome for this procurement as it is a valuable resource for upcoming bid notifications for municipalities throughout Maryland.

U. 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/vendor 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.

V. 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. 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;

- Provide accurate and timely communication to MCPS regarding a food recall.
- Ensure that unsafe products are removed from school sites in an expedient, effective, and efficient manner.
- Streamline the process for reimbursement of recalled product.
- Submit a one-page summary of their recall policy and procedures.

Hold-Call Contact Form

Please complete and return. Notify Montgomery County Public Schools immediately as changes occur to MaryAnn Gabriel, Supervisor, Maryann_E_Gabriel@mcpsmd.org, Division of Food and Nutrition Services, 301-284-4943.

School District _____

PROCESSOR HOLD and RECALL CONTACT INFORMATION

Name of Processor _____

Primary Contact

Name _____
Office Number _____
Mobile Number _____
Fax Number _____
Email Address _____

Back-up Contact

Name _____
Office Number _____
Mobile Number _____
Fax Number _____
Email Address _____

Technical questions regarding this solicitation must be submitted in writing to Ms. MaryAnn Gabriel, Food Services Supervisor at Maryann_E_Gabriel@mcpsmd.org. Contractual questions regarding this solicitation must be submitted in writing to Tina Marie Booth, Buyer Procurement Unit at Tinamarie_M_Booth@mcpsmd.org. 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. Vendor 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>

