

5. SECTION B - SCOPE OF SERVICES:

5.1. Background

The Department of Correction and Rehabilitation (DOCR) operates three kitchens 24x7 for the purpose of feeding inmates and staff. The kitchens are in the Montgomery County Correctional Facility (MCCF) located at 22880 Whelan Road, Boyds, MD 20841, the Montgomery County Detention Center (MCDC), located at 1307 Seven Locks Road, Rockville, MD 20854 and Community Corrections located at 11651 Nebel Street, Rockville, Maryland 20852.

The DOCR participates in the Good Food Purchasing Program (the "Program") which provides a metric-based framework to assess purchasing practices and align buying power with objectives supporting local economies, environmental sustainability, workforce, animal welfare, and nutrition.

The DOCR is seeking proposals for food products and related supplies to include:

- Grocery - dry, canned, refrigerated, and frozen
- Beverages – bag-in-the-box / dispensed
- Dairy – fresh and non-dairy alternatives
- Meat/Poultry – refrigerated and frozen
- Produce - fresh
- Related supplies - paper products, disposables, and small wares.

5.2. Intent

The DOCR intends to contract with one or more qualified suppliers that have been actively engaged in food distribution for a period of no less than three years.

5.3. Scope of Services/Specifications/Work Statement

The scope of services consists of six (6) different product groups: Offerors may propose one or any combination of the groups:

- Group 1: Groceries, beverages, and meat
- Group 2: Bread
- Group 3: Dairy
- Group 4: Produce
- Group 5: Halal/Kosher Shelf-stable Meals
- Group 6: Supplies

The following requirements apply to all groups unless specifically indicated otherwise.

- A. Offeror must have knowledge of all applicable industry standards, laws, and regulations. All items proposed must comply with current applicable safety or regulatory standards or codes, and meet the following:
 1. All meats and meat products shall be purchased in compliance with State and Federal regulations include Hazzard Analysis Critical Control Points (HACCP) guidelines. (excludes Groups 2-6 (See above)
 2. Products must meet Maryland State Department of Mental Health and Hygiene, United States Department of Agriculture, and Federal Food, Drug and Cosmetic standards and requirements.
- B. All products must meet the USDA grading, quality and inspection standards and have the USDA Quality Approved stamp. (excludes Group 6 - Supplies)
 1. Dairy - Grade A butter and cheese
 2. Nonfat Dry Milk and Bulk American Cheese – US Extra Grade
 3. Eggs Whole or Shelled - Grade A, large, white.
 4. Fruits and vegetables - must be of the latest season's pack.
 5. Poultry – Grade A

6. Beef – Select and Standard and Commercial grades.
- C. Offeror must provide and maintain quality products as determined by the Manager of Foodservice Operations. If a product meeting the specification requirement does not meet the level of quality, the County reserves the right to request alternate brands. The contractor shall recover unacceptable products and provide either a replacement product or credit as directed by the Manager of Foodservice Operations.
 - D. The Offeror must adhere to the following restrictions for food ingredients (excludes Group 6 - Supplies):
 1. Trans fat free - No more than 0.5 mg of trans fat in one serving
 2. Low sodium required on all canned goods e.g. tuna and vegetables packed in water.
 3. No Added Sugars. Canned and packaged fruits packed in juice or water. Fruit cocktail in pear juice
 - E. The Offeror must adhere to the following packaging:
 1. All frozen goods must be Individual Quick Frozen (IQF) packaged. Applies to chicken and fish patties (breaded and nonbreaded). Beef, chicken breasts, vegetables, and fruit. (excludes Group 6 - Supplies)
 2. All canned goods must be packed in #10 size cans – the quote sheet will specify the differences. (excludes Group 6 - Supplies)
 3. Eggs in shell (15 and 30 dozen per case), eggs peeled are approximately 188 per 20 pound plastic tub, frozen eggs (whole liquid eggs or liquid egg whites) (excludes Group 6 - Supplies)
 4. Milk must be in tetra pack paper carton only. Boxed juices in tetra pack paper carton only. No glass or Styrofoam containers and no straws.
 5. No hard plastics can be provided. Plastic spoons and other cutlery must be soft and pliable, medium weight.
 - F. Offeror must supply food items that meet child nutrition specific requirements in alignment with the USDA Foods in Schools program that supports domestic nutrition programs and American agricultural producers through purchases of 100% American-grown and -produced foods for use by schools and institutions participating in the National School Lunch Program (NSLP), the Child and Adult Care Food Program (CACFP), and the Summer Food Service Program (SFSP). The County participates in the USDA school meal program which requires documentation on “Buy American” and local products. The quotation sheet will identify the line items that must meet this requirement with “(CNP)” noted in the description. (excludes Group 6- Supplies)
 - G. Equals / Substitutions
 1. Where items are identified by a manufacturer’s name or trade name, it is understood that the Offeror proposes to furnish the items so identified and does not propose to furnish an “equal.”
 2. Substitutions may be provided with the approval of the County. The Offeror must clearly indicate that a substitution is being made and provide verification that the item is comparable.
 3. The County reserves the right to request product samples. If the County determines that the alternative does not meet the County’s requirement, the Offeror must not provide the item and find an acceptable alternative.
 - H. Orders and Deliveries
 1. Offeror must have an on-line catalog of goods and an electronic ordering and tracking system. The system must have an order guide, provide an order history to include quantities previously ordered, and an ability to view or create shopping lists.
 2. Offeror must provide a return / refund policy for damaged or missing goods.

3. Offeror must ensure that all perishable goods are shipped packed in dry ice and in a refrigerated truck. All perishable goods must be shipped express with no more than three (3) days for delivery from shipper to receiver (excludes Group 6 - Supplies).
4. The Offeror's delivery driver must meet DOCR authorized personnel to meet the delivery vehicle and sign for the goods. Shipments that are sent via FedEx / UPS must be delivered at the front desk/lobby and must be signed for by a DOCR representative.
5. Deliveries for all locations are on Monday to Friday between 6am and 2pm. Deliveries outside of these hours require prior notification to ensure County personnel are available to receive the shipment. The order/delivery frequency is subject to change but there are two (2) deliveries weekly with the exception of Ice Cream, Kosher meals, and paper goods that are only done once per week. This applies to all locations.

5.4. Offeror's pricing must be quoted as a fixed percentage discount off of a catalog or published list price such as a Manufacturer's Suggested Retail Price (MSRP). The discount percentage may vary by line item or group; however, the discount percentage must be held firm for the life of the awarded contract. Offeror must provide a copy of or a web link to the catalog / published list price prior to the contract award and subsequently upon request by the County.

5.5. Contractor's Qualifications

Contractors must be engaged as a food distributor and must have been actively engaged in food distribution for a period of no less than three years. The experience of owner(s) may be imputed to a newly formed company/contractor provided the owner(s) has/have at least three years of demonstrated experience of reliability and meets the criteria set forth herein.

5.6. Contractor's Responsibility

- A. Must provide and maintain a product catalog or price list that shows the catalog or list price, where the list price is defined as a published Manufacturer's Suggested Retail Price (MSRP).
- B. Must have designated personnel to facilitate orders and troubleshoot issues. Help desk support must route to personnel assigned to support the County's account. A voice or email mailbox to leave messages or request a call back will not meet the County's requirement for support.

5.7. County's Responsibility

The County must provide a designated area that is accessible for delivery trucks. A loading dock is available at the Montgomery County Correctional Facility. There are designated loading areas at the Montgomery County Detention Center and Community Corrections; however, the delivery vehicles must have a lift gate.

5.8. Reports/Deliverables

Contractor must provide data to assist the DOCR with measuring how DOCR purchases align with good food purchasing objectives. At least annually, and upon request by the DOCR, the Contractor must provide reporting in a form and format acceptable to the DOCR that includes, but not limited to:

- Time period of purchase (such as month and year, or range of months)
- Farmer and/or Processor/Shipper/Manufacturer/Broker/Wholesaler (whichever is applicable)
- Brand (if applicable)
- Farm location and/or processing or manufacturing location at the city level (whichever is applicable)
- Vendor item number
- Manufacturer product code (if applicable)
- UPC code (if applicable)
- Product description
- Known certifications (if applicable)
- Pack size
- Quantity purchased and UOM

- Net weight per quantity (in lbs.)
- Total weight (in lbs.)
- Cost per unit
- Total cost per quantity purchased
- Total dollar value spent on all food items purchased as part of this contract.

6. SECTION C - PERFORMANCE PERIOD

6.1. TERM

The effective date of this Contract begins upon signature by the Director, Office of Procurement. The period in which Contractor must perform all work under the Contract begins on the Contract's effective date and ends after a one (1) year period. Contractor must also perform all work in accordance with time periods stated in the Scope of Work. Before this term for performance ends, the Director at his/her sole option may (but is not required to) renew the term. Contractor's satisfactory performance does not guarantee a renewal of the term. The Director may exercise this option to renew this term two (2) time(s) for (1) one year each.

6.2. PRICE ADJUSTMENTS

- 6.2.1 Prices quoted are firm for a period of (1) year after execution of the contract. Any request for a price adjustment after this (1) year period is subject to the following:
 - 6.2.1.1. Approval or rejection by the Director, Office of Procurement or designee
 - 6.2.1.2. Submission in writing to the Director, Office of Procurement and accompanied by supporting documentation justifying the Contractor's request. A request for any price adjustment may not be approved unless the contractor submits to the County sufficient justification to support that the Contractor's request is based on its net increase in costs in delivering the goods/services under the contract.
 - 6.2.1.3. Submission within sixty (60) days prior to contract expiration date, if the contract is being amended.
 - 6.2.1.4. The County will not approve a price adjustment request that exceeds the amount of the annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request. The request must be based upon the CPI for all urban consumers issued for the Washington-Arlington-Alexandria, DC-VA-MD-WV Metropolitan area by the United States Department of Labor, Bureau of Labor Statistics for ALL ITEMS.
 - 6.2.1.5. The County will approve only one price adjustment for each contract term if a price adjustment is approved.
 - 6.2.1.6. The price adjustment, including its effective date, must be incorporated into a written contract amendment.
- 6.2.2. If pricing is based on percentage discounts, the percentage discount is fixed throughout the term of the contract.

7. SECTION D - METHOD OF AWARD/EVALUATION CRITERIA

7.1. PROCEDURES

- 7.1.1. Upon receipt of proposals, the Qualification and Selection Committee (QSC) will review and evaluate all proposals submitted for each group in accordance with the evaluation criteria listed below under Section D.7.1.9.a.
- 7.1.2. Vendor interviews will be conducted with the two highest scoring offerors for each group based on the QSC's score for each written proposal. The interview criteria that will then be utilized are listed below under Section D.7.1.9.b. The QSC will also review an offeror for responsibility.