

**THE BOARD OF EDUCATION  
OF DORCHESTER COUNTY, MD**

**REQUEST FOR PROPOSALS**

**PRODUCE BIDS**

**Proposal Due Date: JUNE 21, 2018 AT 1 P.M.**

**BOARD MEETING ROOM  
700 GLASGOW STREET  
CAMBRIDGE, MARYLAND 21613-0619**

**CONTACT: Food Service Manager  
PHONE: 410-221-1111, Ext. 1016**

## **REQUEST FOR PROPOSALS**

Sealed proposals are being sought from properly-licensed produce vendors until 1:00 P.M. on Thursday, June 21, 2018, by the Board of Education of Dorchester County at 700 Glasgow Street, Cambridge, Maryland, 21613 for produce and produce-related products for the school cafeterias and other school system purposes, during the 2018-2019 academic year. In general, this procurement includes, but is not limited to, procuring fresh and prepackaged produce to be delivered to the schools.

Vendors must be licensed and provide at least five references to be considered responsive, as determined by the school system.

Qualification statements are required and must be submitted on or before the proposal date to Food Services Manager, Board of Education for Dorchester County, 700 Glasgow Street, Cambridge, Maryland, 21613. Qualification statements will be available as a part of the bid package. Minority Business Enterprises (MBE) are encouraged to participate.

The Board of Education reserves the right to waive any informality, or to reject, any or all proposals.

The Dorchester County Board of Education does not discriminate in admissions, access, treatment, or employment in its programs and activities on the basis of race, sex, age, color, national origin, religion, disability, sexual orientation or other basis prohibited by law. Appropriate accommodations for individuals with disabilities will be provided upon request.

BY ORDER OF THE BOARD OF EDUCATION

Dr. Diana Mitchell  
Superintendent of Schools

Board of Education of Dorchester County  
*Food Services Department*  
700 Glasgow St., Cambridge, MD 21613

### ***Produce Bid – Terms & Conditions***

Bid Opening, June 21, 2018 – 2:00 P.M.

**Objective** - To award a contract to one or more produce vendors who will deliver **fresh** domestic (local when available) and/or prepackaged produce to all public schools in Dorchester County.

**Contract Administration** - This contract will be administered by the DCPS Food Services Manager or designated representative.

**Delivery Requirements** - For purposes of this procurement the schools have been divided into two areas: North Dorchester area and South Dorchester area. A list of the schools by area is attached. Produce vendors may offer to deliver to one or both areas and may offer differentiated pricing to each area. Vendors may exclude one or more schools within the designated areas, providing the exclusion is clearly noted on the bid response. Vendors may indicate minimum order amounts for delivery to all or certain schools. Normal delivery times will be after 7:00 a.m. and before 1:00 p.m. each school day, unless other arrangements are made in advance. Deliveries are to be made inside the school cafeteria to the refrigerated storage location. No assistance will be provided by the school system in the delivery process, other than directions to the delivery location.

**Freshness Guarantee** - The vendor shall indicate their return policy for goods that are not useable by the school system. Include a brief description of the terms and conditions for product returns.

**Insurance Requirements** - Each vendor should supply evidence of liability, auto, and worker's compensation insurance with their bids.

**Ordering System** - Each vendor will propose an order system that each school cafeteria manager will use (call, fax, or e-mail—twice weekly or weekly, directly to the vendor on an agreed-upon standard order form).

**Payment Terms** - A standard order form will be agreed upon with the vendor. The vendor will provide a delivery ticket itemizing each item delivered to each site. The vendor will also submit to the DCPS Food Services Manager, weekly, a copy of their delivery tickets/invoices showing proof of product purchase (delivery tickets/invoices must reflect who the product was purchased from; the date the product was purchased and the vendor's purchased price). The school's invoices will be submitted to the Central Office Food Services Office; and upon approval by the DCPS Food Services Manager, will be submitted to the Finance Department. It is anticipated that invoice payments can occur within 21 days following delivery. **Payment can only be made upon receipt of a properly-authorized delivery ticket/invoice and verification of pricing.** Arrangements can be made for payment by check, credit card, or electronic transfer, with mutual agreement of the vendor and the school system.

**Pricing** - May be based upon either a fixed unit price for the pricing period as indicated on the bid response or a fixed markup or percentage above the amount the vendor pays for the produce. If the markup method is offered, then the vendor will need to supply a copy of the wholesale invoice that includes the items delivered so that the school system can verify the proper application of the markup. For example, if the vendor indicated in their bid that they would charge a 20% markup above wholesale costs for tomatoes and the tomatoes were sold to the school system at \$24 per unit, then the vendor would need to supply a wholesale invoice from their supplier indicating that the vendor procured the tomatoes at no less than \$20 per unit. The quantity of tomatoes on the wholesale invoice must be equal to or greater than the quantity of tomatoes delivered to the school system in the given time period (delivery week or days).

**Pricing Structure** - The school system prefers to establish a pricing structure that would be in place for the entire school year. Pricing may be proposed for shorter periods of time, but the time period must be clearly indicated on the bid response.

**Piggybacking** - This bid may be utilized by other public school systems and agencies, upon mutual agreement.

**Qualifications of Vendors** - All vendors making proposals must be properly licensed to sell and deliver produce to locations in Dorchester County, Maryland. Please submit copies of all business, traders, health department, or any other licenses which are necessary to sell produce to our school system.

**Substitutions** - Those submitting proposals may elect to substitute a comparable product, with the approval of the DCPS Food Services Manager. However, DCPS reserves the right to decline any alternative suggestions.

**Vendor Employee Conduct** - The successful vendor will be required to assure that all of their employees providing services on Board of Education property comply with criminal background requirements, such as not being a convicted child sex offender. Vendors should contact the school system, in advance, if they have questions about permitting certain employees to provide services on school system property. Additionally, there will be no smoking, use of alcohol or illegal drugs in any Board-owned facility or on any Board-owned grounds.

## **AWARD OR REJECTION OF BIDS**

- A. Award of the contract shall be evaluated on a variety of factors in addition to cost, such as delivery schedule, technical competence, references, experience, financial ability, and other factors deemed requisite to satisfactory performance of the specified services. The Board of Education reserves the right to award this contract to the vendor or vendors whom the Board feels will be best able to meet the needs of the school system. This decision is solely based upon the opinion of the Board of Education of Dorchester County.
- B. If this bid is accepted and awarded, it shall become part of the contract. All portions of this proposal, including the “Notice to Bidders,” “Terms & Conditions,” and these basic conditions, as well as amendments, modifications, or any other extraneous matter incorporated, shall be applicable.

- C. The Board of Education of Dorchester County reserves the right to refuse any or all bids and to waive technical defects if it is to the advantage of the Board of Education of Dorchester County and to void contracts at any time the contractor does not fulfill all specifications of the contract.
- D. The Board reserves the right to determine the contract sum from any and/or all of the bid forms included in this specification. The Board will remain free to accept or reject services for individual schools on a per-school basis.

## **CONTRACT AND CONSIDERATION**

When accepted and awarded, all documents and other specifications issued as part of this bid shall become the contract document that governs the administration of the contract. All portions of the proposal, including the Terms and Conditions, any addenda, amendments, modifications, or other extraneous matter acknowledged by both parties shall be applicable. For the performance of all work, labor, services, and the provision of materials as contained herein, the Board agrees to pay to the contractor, the amount specified for the service.

## **CONTRACTOR QUALIFICATIONS**

Each bidder is to submit (or have on file at the Board Office) a Contractor's Qualification Statement in order to take part in the bid process.

## **CODE COMPLIANCE**

- A. The bid is to be for delivery of produce and produce-related products in compliance with all local, State, Federal and applicable codes. The contract price is to be based on compliance with all codes. Occasionally, State or Federal programs may require the Board to purchase locally-grown produce. If the Board elects to buy locally-grown produce from another source, it will not be considered a violation of this procurement.
- B. It shall be the vendor's responsibility to insure that the vendor is in compliance at all times with all Federal, State, local codes and laws during the execution of this contract. By signing, the vendor certifies that the vendor is familiar with the provisions of the Equal Employment Opportunity Act, subsequent amendments, the American Disabilities Act of 1990, and will meet these and all applicable statutory requirements.

## **CONFLICT OF INTEREST**

No employee of the Board of Education shall engage in or have a financial interest in any contract that conflicts or raises a reasonable question of conflict with his/her duties and responsibilities. Furthermore, the Board of Education, may by written notice of default to the supplier, terminate all or any part of the contract, if a determination is made that obtaining the contract was influenced by any employee of the Board of Education having received a gratuity, or promise thereof, in any way or form.

## **CONTRACT TERM**

The initial term of this contract will be for the 2018-2019 school year. The contract term shall remain in full force and effect unless terminated by the Board. The Board reserves the right to terminate this agreement without cause after thirty (30) days written notice. The Board reserves the right to extend this bid for one year with (1) yearly extensions, subject to mutual agreement with the successful vendor.

## **DRUG-FREE WORKPLACE**

The bidder certifies that he/she will make a good-faith effort to provide a drug-free workplace.

## **EQUAL EMPLOYMENT OPPORTUNITY**

In submitting this bid, the bidder certifies that he/she does not or will not discriminate against his/her employees on the basis of sex, race, creed, color, national origin, religion, or disabling condition and complies with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11365 and as supplemented in Department of Labor Regulations (41 C.F.R., Part 60). The bidder further certifies that he/she does not maintain or provide the employees' facilities as segregated on any of the above categories.

## **EXAMINATION OF EQUIPMENT AND SITE CONDITIONS**

Each bidder shall be fully informed prior to bidding as to all existing conditions, dimensions, and limitations under which the work is to be performed; and he/she shall include in the bid a sum to cover all costs of all items necessary to perform the work as set forth in the proposed contract documents. No allowance will be made to any bidder because of lack of the above knowledge. The bidder shall not be relieved from assuming all responsibility for properly estimating the cost of performing the services required with these specifications, because of failure to investigate the conditions or become acquainted with all the information concerning the services to be performed.

## **EXCEPTIONS**

It shall be the responsibility of the bidder to include with his/her bid, clarification of any deviations or qualifications from the CONDITIONS AND/OR SPECIFICATIONS. The list must be attached to the bid submittal documents.

**EXECUTION OF AGREEMENT** The agreement shall include the bid forms and purchase order (from the Board at the time of contract approval).

Return the following prior to or as part of your bid response, no later than **June 21, 2018- 1:00 P.M.**

**THE BOARD OF EDUCATION OF DORCHESTER COUNTY  
PRODUCE VENDORS QUALIFICATION STATEMENT**

This questionnaire is intended to be used by the school system, as a basis for establishing the qualifications of produce vendors who are offering to supply and deliver produce and produce-related products to the public schools located in Dorchester County, Maryland.

Vendors must complete this questionnaire and submit it prior to or as part of your bid response. The school system will consider the responses in this questionnaire when determining the bid award.

General

Legal Title and Address of Company:

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Full Name and Address of Owner(s):

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List major items of equipment fully owned by the company, which will be used in the performance of this contract. Include delivery equipment, storage facilities, offices, or other relevant assets that support the vendor's ability to perform this contract.

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Is any member of your company employed by the Board of Education of Dorchester County or in any way officially connected with the school system? If yes, please explain:

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Have you or your company ever been party to criminal litigation as a result of the operation of providing food products, etc.? If yes, please explain (use additional sheets as required):

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I. Financial Information

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- a. Provide the approximate sales volume, in the last twelve months, from the sale of fresh produce and produce-related products.
  - b. Give the value of any judgments or liens outstanding against your company.

II. Experience

- a. Indicate the number of years your company has been selling fresh produce and produce-related products.

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- b. Give any special qualifications of your company as it relates to providing fresh produce and produce-related products to public schools or the food services industry.

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- c. List at least five major customers to whom you regularly provide fresh produce or produce-related products.

(Customer Name/Address/Contact/Phone Number/E-mail Address)

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- d. Attach copies of certificates of insurance to include liability, auto, and Worker's Compensation.
- e. Attach copies of all licenses which are necessary to buy, store, sell, or deliver fresh produce or produce-related products to Dorchester County Public Schools.

**SUBMIT WITH BID**

**Federal Department and STATE OF MARYLAND PROCUREMENT REGULATIONS.**

A PERSON CONVICTED FOR BRIBERY, ATTEMPTED BRIBERY, OR CONSPIRACY TO BRIBE SHALL BE DISQUALIFIED FROM ENTERING INTO A CONTRACT WITH ANY COUNTY OR OTHER SUBDIVISION OF THE STATE. EVERY BUSINESS ENTITY UPON SUBMITTING A BID OR OTHERWISE APPLYING FOR A CONTRACT SHALL SUBMIT AN AFFIDAVIT STATING WHETHER IT, ITS OFFICERS, DIRECTORS, OR PARTNERS, OR ITS EMPLOYEES HAVE BEEN CONVICTED OF BRIBERY, ATTEMPTED BRIBERY, OR CONSPIRACY TO BRIBE UNDER THE LAWS OF ANY STATE OR FEDERAL GOVERNMENT.

The signature below affirms that the vendor is in full compliance with the aforementioned Maryland State Procurement, Article 21, Section 3-405 and Section 5-11 of the Public School Laws of Maryland and is not debarred from doing business with the U.S. Federal Government.

**STATEMENT OF NON-COLLUSION**

The undersigned affirms that this bid is made without any previous understanding, agreement, or connection with any person, firm, or corporation submitting a bid for the same items and/or services and is, in all respects, fair and without collusion or fraud; and that no member of the Board of Education of Dorchester County, the administrative and supervisory personnel, or other employees of the Board, will benefit personally from the award of this bid under any existing laws.

Name of Company: \_\_\_\_\_

Signature of Company Representative: \_\_\_\_\_

Title of Company Representative: \_\_\_\_\_

Date: \_\_\_\_\_

**To be completed by the authorized company representative and a notary public.**

State of \_\_\_\_\_ County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned officer, personally appeared \_\_\_\_\_, known to me (or satisfactorily proven) to be the person whose name is subscribed to within the instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

(OFFICIAL SEAL)

Vendor: \_\_\_\_\_

Board of Education of Dorchester County

Produce Bid Response Form

Pricing Proposal for:  
All Schools

The number listed in the usage column represents the estimated annual usage. Where no usage is provided, a delivery amount of 1 case per year will be assumed.

**NOTE:** If product that you sell isn't packed the same as listed below, please make sure you reflect the pack size that your company sells by marking through what's listed. Otherwise, we will expect to get the case size indicated.

EST. DOR. CO. USAGE	Item Code	Description	Case		Pricing Based Upon:	
			Contents		Case Price	Mark-Up Above Costs (% or \$)
		BANANAS, Green/Turn (7-7 1/2")	40 LB			
		BROCCOLI FLORETS, 3 LB BAG	3 LB			
		CELERY, STICKS	5 LB			
		CUCUMBERS, IND.	EA			
		CUCUMBERS SLICED	5 LB			
		ORANGES, NAVELS	113/125 CT			
		PEACHES – 56/64 CT	25 LB			
		PEARS, ANY US #1	110/120 CT			

	PEPPERS, GREEN DICED	5 LB		
	POTATOES, SWEET, USX #1	40 LB		
	ROMAINE LETTUCE, BUNCH	6 CT		
	ROMAINE LETTUCE CHOPPED	6/2 LB		
	SPRING MIX	3 LB		
	TOMATOES	5 LB		
	TOMATOES – 6X6	25 LB		
	TOMATOES, CHERRY	12/1 PT		
	WATERMELONS, SEEDLESS, LARGE	EA, 15 LB AVG		
	<b>OTHER ITEMS WE MAY PURCHASE FOR SPECIAL</b>			
	<b>PROGRAMS:</b>			
	APPLES, PINK LADY	88 CT		
	ASPARAGUS	28 LB		
	BEANS, GREEN	10 LB		
	BEANS, YELLOW SNAP	2/5 LB		
	BROCCOLI FLORETS, IND. BAGS	100 CT		
	BROCCOLI FLORETS/GRAPE TOMATOES, IND. BAGS	100 CT		
	BRUSSEL SPROUTS	25 LB		
	BLACKBERRIES	12 CT		
	BLUEBERRIES	12 CT		
	BABY CARROTS, IND. BAGS	200 CT		
	CARROT/CELERY STICKS, IND. BAGS	100 CT		
	CARROT/SUGAR SNAP PEAS, IND. BAGS	100 CT		
	CELERY STICKS, IND. BAGS	100 CT		

	CORN ON COB, SHUCKED	48 CT		
	GRAPEFRUITS – RED, FLORIDA	32/40 CT		
	GRAPPLES	12/4 PKG		
	GRAPES, RED, IND BAGS	100 CT		
	HONEYDEW, IND. BAGS	50 CT		
	KIWI	108 CT		
	KUMQUATS	10 LB		
	MANGOS	8/9 CT CSE		
	ORANGES, CLEMENTINES	20/24 CT		
	ORANGES, “SMILES”, IND. BAGS	100 CT		
	PEARS, ASIAN	16/18 CT		
	PEARS, D’ANJOU	50 CT		
	SNOW PEAS	10 LB		
	PINEAPPLE “PALS”, IND. BAGS	50 CT		
	PLUMS, BLACK	50/55 CT		
	PLUMS, RED	18 LB		
	RADISH	50 LB		
	SPAGHETTI SQUASH			
	SPINACH, BABY	4 LB		
	STAR FRUIT			
	STRAWBERRIES	8/1 LB		
	TANGERINES	100 CT		

		WATERMELON CUBES	5 LB			
		CANTALOUPE CHUNKS, IND. BAGS	50ct			
		Peppers, Asst. Ind. Bags	100ct			
		Apples/Grape Combo. Ind. Bags	100ct			

## DORCHESTER COUNTY PUBLIC SCHOOLS

### NORTH DORCHESTER AREA SCHOOLS

**Hurlock Elementary School** – 301 Charles Street, Hurlock, MD 21643 (410-943-3303)  
Mgr. – Christina Bowie

**Warwick Elementary School** – 155 Main Street, Secretary, MD 21664 (410-943-3589)  
Mgr. – Jean Farmer

**North Dorchester Middle School** – 5745 Cloverdale Road, Hurlock, MD 21643 (410-943-3322) Mgr. – Jennifer Bradley

**North Dorchester High School** – 5875 Cloverdale Road, Hurlock, MD 21643 (410-943-4511 x7) Mgr. – Mary Jane Willey

**Vienna Elementary School** – 4905 Ocean Gateway, Vienna, MD 21869 (410-376-3151)  
Mgr. – Linda James

### SOUTH DORCHESTER AREA SCHOOLS

**Maple Elementary School** – 5225 Egypt Road, Cambridge, MD 21613 (410-901-2979)  
Mgr. – Shannon Proffitt

**Sandy Hill Elementary School** – 1503 Glasgow Street, Cambridge, MD 21613 (410-228-8215)  
Mgr. – Arlene Paul

**Maces Lane Middle School** – 1101 Maces Lane, Cambridge, MD 21613 (410-221-7920)  
Mgr. – Jeannie Lowe

**Cambridge South Dorchester High** – 2475 Cambridge Bypass, Cambridge, MD 21613  
(410-901-6912, ext. 8 then ext. 5) Mgr. – Roxanne Stivers

**South Dorchester PK-8 School** – 3485 Golden Hill Road, Church Creek, MD 21622  
(410-397-3434) Mgr. – Kathy Robinson

**Choptank Elementary School** – 1103 Maces Lane, Cambridge, MD 21613 (410-228-4950)  
Mgr. – Brenda Bradley

# Dorchester County Public Schools

**1** CLAYTON JUNIOR HIGH SCHOOL  
2650 Cambridge Road  
Cambridge, MD 21613  
410-228-5974

**2** CLAYTON ELEMENTARY SCHOOL  
1313 N. Cambridge Road  
Cambridge, MD 21613  
410-228-6950

**3** DORCHESTER CAREER & TECHNOLOGY CENTER  
1600 Cambridge Road  
Cambridge, MD 21613  
410-228-3557

**4** HERRICK'S JUNCTURE SCHOOL  
301 Cameron Street  
Cambridge, MD 21613  
410-228-3146

**5** MACE'S LANE MIDDLE SCHOOL  
2111 Mace's Lane  
Cambridge, MD 21613  
410-228-2111

**6** MAPLE ELEMENTARY SCHOOL  
5220 Poplar Road  
Cambridge, MD 21613  
410-228-3577

**7** NEW HAVEN TOWNS-LEARNING ACADEMY  
2455 Cambridge Road  
Cambridge, MD 21613

**8** MURPHY MURPHY HIGH SCHOOL  
2500 Cambridge Road  
Cambridge, MD 21613  
410-228-4631

**9** NORTH DORCHESTER MIDDLE SCHOOL  
2000 University Road  
Cambridge, MD 21613  
410-228-3877

**10** NORTH DORCHESTER EDUCATIONAL ANNEX  
932 Coverdale Road  
Cambridge, MD 21613

**11** SANDY HILL ELEMENTARY SCHOOL  
1323 Glasgow Road  
Cambridge, MD 21613  
410-228-5978

**12** WHITE DORCHESTER SCHOOL  
2405 Cobble Hill Road  
Cambridge, MD 21613  
410-228-5978

**13** WISCONSIN ELEMENTARY SCHOOL  
1505 W. Cambridge Road  
Cambridge, MD 21613  
410-228-2111

**14** WENTZKE ELEMENARY SCHOOL  
2500 Main Street  
Cambridge, MD 21613  
410-228-4631

**15** WOOD HOLLOW CENTER  
1493 Glasgow Road  
Cambridge, MD 21613  
410-228-1500

TELEPHONE

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