

THE BOARD OF EDUCATION OF MONTGOMERY COUNTY
MONTGOMERY COUNTY PUBLIC SCHOOLS
PROCUREMENT UNIT
45 West Gude Drive, Suite 3100
Rockville, MD 20850-9999
301-279-3090

April 24, 2018

INVITATION FOR BID

9129.6, Soft Pretzel/Cookie Dough, Frozen

Bid Opening Time: 2:00 PM

Bid Opening Date: May 10, 2018

NOTE: In the event of emergency closing of Board of Education offices, this bid will open at the same time on the next regular working day.

BIDS RECEIVED AFTER THE BID OPENING TIME AND DATE WILL NOT BE ACCEPTED.

COMPANY NAME: _____

1. Term of Contract: August 1, 2018 through July 31, 2019

2. Terms of Delivery: 30 Days

3. Delivery Destination: Individual Location, Noted on Purchase Order

4. Bid Security Required: None
Bid Security must be made payable to Montgomery County Board of Education

5. Performance Bond Required: None

6a. Samples Required: Yes No

6b. Sample Delivery Requirements:

- Deliver to the Procurement Unit
 Deliver to Supply and Property Management
 Deliver to the Food Service Warehouse
 Other

6c. Sample Delivery Time:

- Prior to bid opening
 At time of bid opening
 Subsequent to bid opening

NOTICE TO BIDDERS

The appropriate items below must be completed as part of the bid. Failure to comply may disqualify your bid. Type or print legibly in ink.

I. BIDDER INFORMATION: As appropriate, check and/or complete one of the items below.

1. Legal name (as shown on your income tax return) _____
2. Business Name (if different from above) _____
3. Tax Identification Number _____

A copy of your W-9 must be submitted with this bid response.

II. BIDDER'S CONTACT INFORMATION: This will be filed as your permanent contact information.

1. Company Name _____
2. Address _____
3. Bid Representative's Name _____
4. Phone Number(s)/Extension(s) _____
5. Fax Number _____
6. Email Address _____
7. Website _____

III. PURCHASE ORDER ADDRESS: Please complete if different from Bidder's Contact Information.

1. Purchase Order Address _____
2. Representative's Name _____
3. Phone Number(s)/Extension(s) _____
4. Fax Number _____
6. Email Address _____

IV. PROMPT PAYMENT DISCOUNT: MCPS may consider prompt payment discounts as part of the award process; however, the Board reserves the right to make awards according to the best interests of MCPS.

_____ Prompt payment discounts of less than twenty (20) days will not be considered.

V. PURCHASING CARD AND SUA PAYMENT PROGRAM: MCPS is currently utilizing a purchasing card and Single Use Accounts (SUA) payment program through JP Morgan MasterCard. Please check the appropriate box below.

- Yes, we accept MasterCard No, we do not accept MasterCard

Note: Beginning April 1, 2018, MCPS will no longer process check payments. To avoid payment delays after this change is enacted, all bidders that accept MasterCard are strongly encouraged to sign up to receive SUA

payments upon being notified of an award. For bidders that do not accept MasterCard, the ACH payment method is also available. Please e-mail SUA@mcpsmd.org to register for SUA, or e-mail accountspayable@mcpsmd.org to request ACH registration forms.

VI. PURCHASE ORDER PREFERENCE: Montgomery County Public Schools (MCPS) is in the process of issuing orders via Facsimile or US Mail. MCPS prefers facsimile. Please check your preference below.

Facsimile US Mail Email EDI

VII. SLMBE (SMALL, LOCAL AND MINORITY BUSINESS ENTERPRISE): Check the appropriate box below.

African American Asian American Hispanic Native American
 Female Disabled None

VIII. NON-DEBARMENT ACKNOWLEDGEMENT

_____ I acknowledge that my firm has NO pending litigation and/or debarment from doing business with the State of Maryland or any of its subordinate government units and/or federal government within the past five (5) years.

_____ I acknowledge that my firm has pending litigation or has been debarred from doing business with the State of Maryland or any of its subordinate government units and/or federal government, within the past five (5) years. (Attachment)

As the duly authorized representative of the applicant, I hereby certify that the above information is correct and that I will advise Montgomery County Public Schools should there be a change in status.

By (Signature) _____

Name and Title _____

Witness Name and Title _____

IX. BIDDER'S CERTIFICATION: Upon notification of award, this document in its entirety is the awarded vendors contract with MCPS. By signing below, the undersigned acknowledges that s/he is entering into a contract with MCPS.

A. The undersigned proposes to furnish and deliver supplies, equipment, or services, in accordance with specifications and stipulations contained herein, and at the prices quoted. This certifies that this bid is made without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same supplies, materials, or equipment, and is in all respects fair and without collusion or fraud.

B. I hereby certify that I am authorized to sign for the bidder. (Bidders are cautioned to read the material under Section XXVII, signature to Bids, and to comply with its stipulations.) I/We certify that none of this company's officers, directors, partners, or its employees have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government; and that no member of the Board of Education of the Montgomery County Public Schools, Administrative or Supervisory Personnel, or other employees of the Board of Education has any interest in the bidding company except as follows:

By (Signature) _____

Name and Title _____

Witness Name and Title _____

Metropolitan Washington Council of Governments Rider Clause
Invitation For Bid

USE OF CONTRACT(S) BY MEMBERS COMPRISING Mid –Atlantic Purchasing Team COMMITTEE

Extension to Other Jurisdictions

The [issuing jurisdiction] extends the resultant contract (s), including pricing, terms and conditions to the members of the Mid-Atlantic Purchasing Team, as well as all other public entities under the jurisdiction of the United States and its territories.

Inclusion of Governmental & Nonprofit Participants (Optional Clause)

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 good, commodities and/or services.

Notification and Reporting

The Contractor agrees to notify the issuing jurisdiction of those entities that wish to use any contract resulting from this solicitation and will also provide usage information, which may be requested. The Contractor will provide the copy of the solicitation and resultant contract documents to any requesting jurisdiction or entity.

Contract Agreement

Any jurisdiction or entity using the resultant contract (s) may enter into its own contract with the successful Contractor (s). There shall be no obligation on the party of any participating jurisdiction to use the resultant contract (s). Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction Including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue.

**Metropolitan Washington Council of Governments Rider Clause
Invitation For Bid 9129.6, Soft PretzelCookie Dough, Frozen**

BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:

	Yes	No		Yes	No		Yes	No
Alexandria, Virginia			Gaithersburg, Maryland			Rockville, Maryland		
Alexandria Public Schools			Greenbelt, Maryland			Spotsylvania County		
Alexandria Sanitation Authority			Harford County			Spotsylvania County Gov & Schools		
Annapolis City			Harford County Schools			Stafford County, Virginia		
Anne Arundel County			Howard County			Takoma Park, Maryland		
Anne Arundel School			Howard County Schools			Upper Occoquan Service Authority		
Arlington County, Virginia			Herndon, Virginia			Vienna, Virginia		
Arlington County Public Schools			Leesburg, Virginia			Washington Metropolitan Area Transit Authority		
Baltimore City			London County, Virginia			Washington Suburban Sanitary Commission		
Baltimore County Schools			Loudoun County Public Schools			Winchester, Virginia		
Bladensburg, Maryland			Loudoun County Water Authority			Winchester Public Schools		
Bowie, Maryland			Manassas City Public Schools					
Carroll County			Manassas Park, Virginia					
Carroll County Schools			Maryland DGS Purchasing					
Charles County Government			Maryland-National Capital Park & Planning Commission					
City of Fredericksburg			Metropolitan Washington Airport Authority					
College Park, Maryland			Metropolitan Washington Council of Government					
District of Columbia Government			Montgomery College					
District of Columbia Water & Sewer Auth.			Montgomery County, Maryland					
District of Columbia Public Schools			Montgomery County Public School					
Fairfax, Virginia			Northern Virginia Community College					
Fairfax County, Virginia			Prince George's Community College					
Fairfax County Water Authority			Prince George's County, Maryland					
Falls Church, Virginia			Prince Georgia Public Schools					
Fauquier County Schools & Government			Prince William County, Virginia					
Frederick, Maryland			Prince William County Public Schools					
Frederick County, Maryland			Prince William County Service Author					

MONTGOMERY COUNTY PUBLIC SCHOOLS

Procurement Unit

45 West Gude Drive, Suite 3100

Rockville, MD 20850-9999

General Stipulations and Instructions To Bidders

I. Invitation For Bid

The Board of Education of Montgomery County Maryland, herein after referred to as The Board of Education, will receive sealed proposals until the date and time indicated on the cover of the Invitation For Bid. Bids must be delivered to the Procurement Unit at the above address where it will be opened and publicly read at the stated time. Bids must be delivered in sealed opaque envelopes. Envelopes shall be clearly marked on the outside lower left corner with the bid number and bid opening date and time.

II. Intent

These specifications are intended to cover the furnishing and delivery of said materials, supplies, or services as hereinafter shown to any or to each of the various public schools, offices, or to any designated warehouse or warehouses in Montgomery County, Maryland, whichever is specified, in quantities to be determined subsequent to the bid opening.

III. Right To Cancel Or Reject Bids

- A. The Board of Education reserves the right to cancel any contract if, in its opinion, there is a failure at any time to perform adequately the stipulations of this Invitation For Bid, or if the general conditions and specifications which are attached and made part of this bid are not fulfilled, or if in any case there is any attempt to willfully impose upon the Board of Education materials or products or workmanship which are in the opinion of the Board of Education of an unacceptable quality. Any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of the Board of Education to damages for the breach of any covenants of the contract by the contractor. The Board of Education also reserves the right to reject the bid of any bidder who has previously failed to perform adequately after having once been awarded a prior bid for furnishing materials or services similar in nature to those mentioned in this bid.
- B. The Board of Education reserves the right to reject any or all bids in whole or in part; to make partial awards; to waive any irregularity in any quotation; to increase or decrease quantities if quantities are listed in the bid; to reject any bid that shows any omissions, alterations of form, and additions, conditions, or alternate proposals not called for; and to make any such award as is deemed to be in the best interests of the Board of Education.
- C. All items furnished must be completely new and free from defects. No others will be accepted under the terms and intent of this bid.

IV. Right To Purchase In The Open Market

Should the contractor fail to comply with the conditions of this contract or fail to complete the required work within the time stipulated in the contract, The Board of Education reserves the right to purchase in the open market, or to complete the required work, at the expense of the contractor or by recourse to provisions of the faithful performance bond if such bond is required under the conditions of the bid.

V. Failure To Furnish Item(s)

Should the contractor fail to furnish any item or items, or to complete the required work included in this contract, The Board of Education reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities on the part of the Board of Education.

VI. Employer Information Report EEO-1

The Board of Education requires that each successful bidder be liable for compliance with the provisions of Title VII of the Civil Rights Act of 1964. In order to fully comply with Title VII, a company must file Employer Information Report EEO-1 with the Joint Report Committee, 1800 G Street, NW, Washington, D.C. 20036. Only companies that fall within the following categories are required to file the Employer Information Report EEO-1:

The entire company has at least 100 employees on the payroll. The company is affiliated through centralized ownership and/or centralized management, and the group legally constitutes a single enterprise employing a total of 100 or more employees.

If your company has already filed an EEO-1 by virtue of supplying materials or services under Federal Government Contracts, it is necessary to submit only a copy of your most recent EEO-1 report to the Procurement Unit. If you are filing a report for the first time, send a copy of EEO-1 to the Procurement Unit. Please note that purchase orders will not be issued to companies that fall into the above categories until proof of EEO-1 reporting has been received.

VII. Preparation Of Bid

Bids must be submitted on the copy provided. Bidders may wish to reproduce and retain one copy for its files. Bids must be signed by an authorized representative of the company submitting a bid. It is the intent of this solicitation that should a given bid be accepted, it will automatically become the contract. Notification of the bid award will be made by letter. Bidders shall submit its bids and specifications on the appropriate specification sheets that show the schedule of items to be purchased. Bidders may attach a letter of explanation to its bid if it so desire.

Prices quoted shall not exceed the prices established under any governmental price control regulations. Bidders will be required if requested by The Board of Education, to furnish satisfactory evidence that they are qualified as manufacturers or dealers in the items listed and have a regularly established place of business. An inspection of any bidder's place of business may be made to determine the bidder's ability to perform.

VIII. Discounts

The Board of Education reserves the right to consider discounts in computing the bid.

A. Trade Discounts

All prices offered must be the lowest net price after trade discounts have been considered. Bids offering a percentage off list prices will not be accepted unless: (1) specifically requested in that manner; (2) two copies of the referenced price list accompany the bid.

B. Payment Discounts

Prompt payment discounts are solicited and will be treated as follows:

(1) Unless specifically stated otherwise, discounts offered which allow a minimum of twenty (20) days to qualify will be deducted from prices offered in the bid for the purpose of determining the lowest price offered.

(2) Discounts offering less than twenty (20) calendar days will not be deducted from price offered for the purpose of determining the lowest price, but will be taken if payment is made within the discount period.

IX. "Or Equal" Interpretation

Unless the specifications and/or conditions state a specific brand and substitutions will not be considered, the Board of Education will consider other brands or the product of other manufacturers as long as the product meets the same specifications, standards, and quality of the material being solicited through the bid. On all such bids the bidder shall indicate clearly the product on which it is bidding and shall supply sufficient data on its own letterhead to enable an intelligent comparison to be made with the particular brand or manufacturer specified.

Whenever the specifications indicate a product of a particular manufacturer, model, or brand and in the absence of any written statement to the contrary by the bidder, the bid will be interpreted as being for the exact brand, model, or manufacturer specified, together with all accessories enumerated in the specifications.

X. Consideration of Prior Service

Awards on this bid will be made after consideration has been given to any previous performance for The Board of Education as to quality of service and/or merchandise and with regard to the bidder's ability to perform should it be awarded the bid.

XI. Delivery

The bidder agrees to furnish and deliver during the period of the contract the items and articles which may be awarded to the bidder in such amounts and quantities within the terms of the contract. **All Deliveries Must Be Prepaid FOB Destination, And In No Case Will Shipments Collect Or Sidewalk Deliveries Be Accepted.** Bidders shall uncrate, completely assemble, and set in designated place all equipment and furniture. All delivery cost shall be included in the bid unit price.

XII. Packing Slips And Delivery Tickets

All materials delivered on this contract shall be packed in a substantial manner in accordance with accepted trade practices. No charges may be made over and above the bid price for packaging or for deposits on containers. All deliveries shall be accompanied by delivery tickets or packing slips. Tickets shall contain the following information for each item delivered: the quantity, bid number, and the name of the contractor.

XIII. Invoices

Payment depends on receipt of a proper invoice and satisfactory contract performance. All invoices are to be transmitted to the Division of Controller at:

Division of Controller
45 West Gude Drive, Suite 3200
Rockville, MD 20850-9999

Every invoice must include the following information:

- A. Name and address of the contractor
- B. Taxpayer Identification number
- C. The purchase order number

D. An invoice number

E. Bid number if applicable

F. The ship to address

G. Line item description, quantity, unit of measure, unit price, and extended price as stated on the purchase order

H. Shipping and payment terms if not a bid item

When a discount for payment is authorized and taken; it will be made to the contractor as close as possible to, but not later than, the end of the discount period. Prices quoted shall not include federal excise or state sales and use taxes. Exemption certificates will be furnished upon request. Contractor inquiries concerning payment may be made to accountspayable@mcpmsmd.org.

XIV. Bid Security

If bid security is required, it must be payable to: "Montgomery County Board of Education."

Such bid security will be returned to all except the successful bidder(s) within five business days after awards have been made. The bid security of the successful bidder(s) will be returned upon receipt of the performance bond if such bond is required under the terms of the award. If no award is made within 60 days after the date of the opening of the bids, bid security will be returned to any bidder upon demand of the bidder at any time after the 60-day period so long as it have not been notified of the acceptance of its bid. Written notification of the acceptance of any bid will be made to the successful bidder(s).

XV. Performance Bonds

If required, the successful bidder or bidders on this bid must furnish a performance bond in the amount indicated in the bid document, made out to Montgomery County Board of Education and prepared on an approved performance bond form as security for the faithful performance of its contract. The performance bond shall be submitted within ten business days of the notification that the bid has been awarded. The surety thereon must be such surety company or companies as are acceptable to The Board of Education and as are authorized to transact business in the State of Maryland. Attorneys in fact who sign bid bonds must file with each bond a certified copy of its power of attorney to sign said bonds. Should the bidder fail or refuse to furnish the required performance bond within ten business days after notification the bidder shall pay to The Board of Education as liquidated damages for such failure or refusal an amount in cash equal to the security deposited with its bid.

XVI. Provision For Municipal Offices

Each bidder agrees when submitting its bid that it will make available to every office and department of the Montgomery County Government the bid prices submitted on this bid should any such department or office wish to take advantage of the bid prices submitted to The Board of Education.

XVII. Product Testing During Time of Contract

Material delivered on any contract resulting from this Invitation For Bid may be tested for compliance with the specification stipulated herein. Any shipment failing to fully meet or comply with the specification requirements will be promptly rejected.

The cost of testing a representative sample of an order or shipment for acceptance shall be borne by the Board of Education except if the order or shipment is rejected for failure to meet the requirements of the specification. In case of failure to meet the requirements of the specification the cost of testing will be charged to the contractor.

XVIII. Safety Standards

All work performed and all items supplied shall be in compliance with applicable federal and state safety standards. (OSHA-MOSHA). Material Safety Data Sheets shall be included in all shipments.

XIX. General Guaranty

The contractor agrees to:

- A. Save the Board of Education, its agents, and employees harmless from liability of any nature or any kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in the performance of the contract of which the contractor is not patented assignee, licensee, or owner.
- B. Protect the Board of Education against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- C. Furnish adequate protection against damage to all work and to repair damages of any kind, to the building or equipment, to its own work or to the work of the contractors for which it or its workers are responsible.
- D. Pay for all permits, licenses, and fees and give all notices and comply with all laws, ordinances, rules, and regulations of the Board of Education and of the State of Maryland.

XX. Indemnity

The contractor shall indemnify, keep, and save harmless the Board of Education, its agents, officials, and employees against all injuries, death, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in any way occur against them in consequence of the granting of this contract or which may in any way result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the contractor or its employees, except to the extent of the negligence of the Board of Education, its agents, officials and employees. The contractor shall, at its own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the Board of Education in any such action based on the actions and/or negligence of the contractor, its agents and employees, the contractor shall at its own expense satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the contractor, shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the Board of Education as herein provided.

XXI. Insurance

The contractor shall maintain Comprehensive Business Insurance for protection from claims under the Workmen's Compensation Act, claims for damage because of bodily injury, death, or property damage to others, including employees of the Board of Education; and claims for damages arising out of the operation of motor vehicles, which may arise during the performance of the contract whether caused by the contractor or by any subcontractor or anyone directly or indirectly employed by either of them. The contractor shall also maintain product liability insurance. The aforementioned insurance shall cover the duration of the contract period, including all periods of the time and all places where work is performed under an expressed or implied warranty. The limits of such liability insurance for each occurrence shall be equal to or

greater than \$500,000 for Bodily Injury and \$100,000 for Property Damage. The certificate on the insurance, indicating coverage for the term of the contract, shall be made in favor and provided to The Board of Education prior to commencement of the contract. A company duly licensed by the Maryland Insurance Commissioner and qualified to sell insurance in Maryland shall issue all insurance policies.

XXII. Inspection Of Premises

Before submitting a bid for any construction or installation work in any building or on the premises of the Board of Education, the bidder should carefully examine the premises and upon submitting its bid will be considered to have examined the premises, building, or buildings where the work is to be done. For any work or installation requiring the use of labor, the successful bidder before starting work must provide sufficient evidence of insurance showing that it is adequately covered for Workmen's Compensation and Public Liability insurance.

XXIII. Patents

The contractor shall hold and save the Board of Education, its officers, agents, servants, and employees harmless from liability of any nature or kind, including costs and expenses for or on account of any patented or unpatented inventions, articles, process, or appliance manufactured or used in performance of this contract including its use by Montgomery County, unless otherwise specifically stipulated in this contract.

XXIV. Samples And Catalog Cuts

A. Requirements and Delivery

Sample requirements and sample delivery stipulations are indicated in the bid document. Further details concerning samples may also be indicated in the detailed specification portion of the invitation. Bidders shall make all arrangements for delivery of samples to location indicated.

B. Sample Identification

All sample packages shall be marked "Samples" and each sample shall bear the name of the bidder, item number, and bid number and shall be carefully tagged or marked in a substantial manner. Failure of the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of its bid.

C. Testing or Comparing Samples

Samples are requested for the purpose of testing or comparing with detailed specifications. Therefore, The Board of Education reserves the right to retain or destroy the articles or materials submitted as samples for the purpose of testing. Accordingly, The Board of Education shall be free from any change or claim on the part of the bidder or contractor if any articles or materials furnished as samples are lost or destroyed. Materials such as food may be tested from the raw, uncooked, baked, or canned sample being submitted at the time of bid opening or subsequent to bid opening. Food tests shall consider specification factors such as contents, weight, size, taste, texture, appearance, uniformity of color, and defects, if any.

D. Retention and Removal of Samples

The samples submitted by bidders on items on which it have received an award will be retained by The Board of Education until the delivery of contracted items is completed and accepted. Bidders whose samples are retained will be notified when its samples may be removed. Samples on which bidders are unsuccessful must be removed as soon as possible but not more than 15 calendar days after notification that the award has been made by The Board of Education. The Board of Education will not be responsible for such samples if not

removed by the bidder within 15 calendar days after the notification of award has been made.

E. Sample Quantities

Samples are required in the exact packaging and size as stated in the item description unless otherwise indicated in the bid document or it is determined that a smaller quantity is sufficient for adequate testing.

F. Descriptive Literature

All bidders are required to furnish with the bid proposal a brochure, properly bound and labeled, showing full illustrations and specifications on each item offered, if bidding other than specified; or if specifically requested. These cuts and specifications are to be arranged and labeled with the item number in the same sequence as the items appear in the specifications and attached on separate pages of a brochure. The cover of the brochure shall contain:

1. Vendor's name, address, and phone number
2. Bid number

XXV. Time of Completion

The Board of Education reserves the right to revise the starting and completion dates for delivery and installation of equipment to new schools and additions as stated below if the bid is wholly or in part for the furnishing of new schools and additions to existing buildings. At least 60 days prior to the date scheduled for delivery and installation for each project, the Board of Education will notify the contractor whether or not any change will be required in the dates for the beginning and completion of delivery. The right is reserved to specify beginning dates and completion dates two weeks earlier than listed above or to postpone the beginning and completion dates for not more than 30 days later than the dates as listed. These changes in delivery dates, if any, for new schools and additions to older buildings will be applicable to individual projects as specified and not to all projects as a whole. The estimated dates on which deliveries may be begun and which time deliveries and installations must be completed have been estimated as carefully as possible; and if any change is required by circumstances beyond the control of the Board of Education, the revised delivery dates as established by the procedures outlined immediately above will become the definite schedule for completion of the contract as if it had been set in the original schedule as outlined.

XXVI. Guarantee

The contractor shall unconditionally guarantee the materials and workmanship on all equipment furnished by it for a period of one year from date of acceptance of the items delivered and installed. If, within the guarantee period, any defects or signs of deterioration are noted which in the opinion of The Board of Education are due to faulty design and installation, workmanship, or materials, upon ratification, the contractor, at its expense, shall repair or adjust the equipment or parts to correct the condition: or it shall replace the part or entire unit to the complete satisfaction of the Board of Education. These repairs, replacements, or adjustments shall be made only at such times as will be designated by the Board of Education as least detrimental to the instructional programs.

XXVII. Signature To Bids

Each bid must show the full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the bid and contract, including Notice of Award, Copy of Contract, and Purchase Order, will be mailed or delivered to the address shown on the bid in the absence of written instructions from the bidder or contractor to the contrary. Bids by partnerships must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by

the signature and designation of the person signing, who shall also state the names of individuals composing the partnership. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When required, satisfactory evidence of authority of the officer signing in behalf of the corporation shall be furnished. Anyone signing the bid as agent shall file satisfactory evidence of its authority to do so.

XXVIII. Errors In Bids

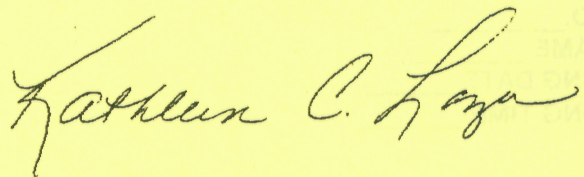
Bidders, or its authorized representatives, are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and the bidder cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of the bidders.

XXIX. Resolution and Disputes

Bidders who have any concerns regarding the recommended awards of this solicitation should promptly contact the buyer in the Procurement Unit before the scheduled Board action. Any concerns that cannot be resolved informally with the buyer should be addressed to the senior buyer of the Procurement Unit. The senior buyer of the Procurement Unit shall attempt to resolve, informally, all protests or complaints regarding bid award recommendations. Any formal protest must be filed with the senior buyer of the Procurement Unit within seven (7) calendar days of the date of the pre-award notice.

XXX. Inquiries

Should any bidder have any question as to the intent or meaning of any part of this bid, it must contact the undersigned to receive a written reply before submitting its bid. Inquires must be submitted in writing no later than four business days prior to bid opening date.



Kathleen C. Lazor
Director, Department of Materials Management

**MONTGOMERY COUNTY PUBLIC SCHOOLS
PROCUREMENT UNIT
45 West Gude Drive, Suite 3100
Rockville, MD 20850-9999**

SPECIAL INSTRUCTIONS TO VENDORS FOR MAILING BIDS

Bids must be delivered in sealed, opaque envelopes, and labeled clearly as follows:

SAMPLE BID RESPONSE ENVELOPE

(Return Address) _____

**Procurement Unit
MONTGOMERY COUNTY PUBLIC SCHOOLS
45 West Gude Drive, Suite 3100
Rockville, MD 20850-9999**

**BID NO. _____
BID NAME _____
OPENING DATE _____
OPENING TIME _____**

Vendor name and address must appear on the upper left hand corner of the bid envelope.
The specific bid number, opening date, and time must appear in the lower left hand corner of the bid envelope.
It is suggested that vendors utilize a tracking service to insure prompt delivery.

Department of Materials Management
Procurement Unit
MONTGOMERY COUNTY PUBLIC SCHOOLS
45 West Gude Suite 3100
Rockville, Maryland 20850

Invitation or Bid #9129.6, Soft Pretzel/Cookie Dough, Frozen

GENERAL CONDITIONS AND SPECIFICATIONS

A. Intent

The specifications contained herein are intended to cover the furnishing and delivery of frozen cookie dough (products with nuts will **NOT** be considered) and frozen pretzels to Montgomery County Public Schools (MCPS) secondary schools and other selected MCPS sites within Montgomery County, MD. MCPS reserves the right to add and/or delete sites and products during the contract term.

The successful vendor shall also be required to provide equipment at no additional cost to Montgomery County Public Schools (MCPS). Approximately twenty (20) freezers were in use during the 2017-2018 school year. See II. Equipment Specifications for more information.

II. EQUIPMENT REQUIREMENTS

Freezer storage cabinets shall be required for some schools that do not otherwise have ample storage facilities. The successful bidder shall be required to take field measurements and provide cabinets that will fit into existing counters and/or provide cabinets that fit existing space elsewhere as designated by the cafeteria manager for those schools requiring cabinets.

Equipment - installation and maintenance of cabinets furnished in the various schools by the successful vendor shall conform to the following:

Type and size – To be electrically operated of modern design and construction, and to be of the type specifically designed for storage of the intended products. Each cabinet shall be equipped with suitable locking device and grounded. Padlock keys for the cabinets or other locking devices shall be controlled by the cafeteria managers.

Installation – Shall be installed and connected to existing facilities in location in each school as designed by public school officials. The vendor shall bear all expenses incidental to delivery and installation of the storage cabinet and shall be responsible for ascertaining electrical current characteristics available in the building in order to provide equipment properly constructed and wired for the operation on available current. The vendor shall supply each cabinet with a lock type plug that will lock into the wall receptacle available at the school, and grounded to comply with the Maryland state and Montgomery County electrical code.

Responsibility – The vendor shall be responsible for maintaining storage cabinets in good operating condition and for making necessary repairs and adjustments when required.

Note: Exception -- locking device. In the event of failure of the equipment with a resultant loss of product

II. EQUIPMENT REQUIREMENTS (cont'd)

stored therein, the successful vendor shall be required to replace the items lost, in kind, without cost, to MCPS. The vendor shall be responsible for any damages resulting from or incidental to operation of the equipment during the term of the contract. At the end of the contract term, should the vendor fail to receive award for the ensuing period, or should MCPS elect to discontinue the service at any time during the contract period within the provisions of the contract, the successful vendor shall remove their equipment within forty-five (45) calendar days of date of notice from MCPS, and shall leave all exposed wire intact but safely shielded from possible electrical damages. All expenses incidental to removing the equipment shall be borne by the vendor. MCPS shall not be financially or otherwise liable for damages to the vendor's equipment while it is in the possession of MCPS.

Patents – The vendor shall hold and save the Board of Education, its officers, agents, servants and employees harmless from liability of any nature or kind including costs and expenses for or on account of any patented or unpatented invention, article, process or appliance manufactured or used in the performance of this contract including their use by MCPS unless otherwise specifically stipulated in this contract.

B. Display/Warming Units

Approximately 100 units were in use during the 2017-2018 school year. Upon the request of a school the successful vendor shall supply display/warming units for merchandising and holding purposes. Warmers shall be similar to the Model 2000 Warmer Merchandiser with the following features and specifications:

- Animated “PRETZEL TREE” constantly revolving, driven by 1 PRM motor
- Each tree hold a large supply of pre-baked soft pretzels
- Two heat lamps to maintain products
- 17” wide x 18 ¾” deep x 42 ½” high
- 110/115 volt, 300 W, 2 A
- 3-prong 6-foot cord supplied
- Back door with spring loaded hinges to provide ease of access
- Eye-catching back lit graphics

Vendors are invited to offer products within each category that meet nutritional requirements specified in Paragraph C. Nutritional Requirements. Vendors are required to submit listings of their available products, pricing and suggested selling prices in schools. See Paragraph G. Item Information for detailed information. The director of the Division of Food and Nutrition Services (DFNS) shall determine an authorized product list from the available items. The successful vendor shall not offer and/or provide products to schools that are not approved by the director of the Division of Food and Nutrition Services. Upon request, the vendor must provide monthly or yearly usage information by item and/or site to the director of DFNS.

B. Delivery and Ordering Procedures

The successful vendor shall be required to make weekly or bi-weekly routine deliveries to secondary and other selected MCPS sites listed on Attachment A. School based cafeteria managers will place orders for each school with the successful vendor. Adjustments will be called in on the morning prior to the day of delivery. Normal delivery frequency for each school will be determined by the volume sold, product shelf life and storage space available at each site. Frequency of delivery may increase dependent upon the sales volume. Time of delivery will be arranged by mutual agreement between the school cafeteria manager and the vendor(s). Frozen product must be delivered at 0°F or lower.

B. Delivery and Ordering Procedures (cont'd)

Delivery tickets, in duplicate, for goods delivered shall be left at the school cafeteria at the time of delivery. Invoices must contain the following information: School Name, Number, Item Description, Quantity, and Item unit price.

All delivery vehicles must comply with Federal and Maryland sanitation codes. Delivery shall include placement of items in the building in areas designated by the cafeteria manager. This does not include placing of product on shelves.

The successful vendor(s) shall be responsible for keeping informed of holidays and emergency school closings. School orders shall be automatically delayed on days that schools are closed. Orders for Special Locations shall be automatically delayed only when central offices are closed.

C. Nutritional Requirements

MCPS requires products without the following ingredients:

- Artificial colors and dyes
- Acesulfame-Potassium, Aspartame
- BHA
- Azodicarbonamide
- Potassium Bromate
- Propyl Gallate
- MSG
- Artificial Trans Fats

D. 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 _____

D. Awards

It is the intention to award this contract to a single bidder submitting the most favorable combination of products for a balanced a la carte program as well as the most favorable unit prices. Only those items meeting the nutritional requirements shall be considered for award. Consideration shall also be given to taste testing; suggested selling prices; anticipated profit margins in relationship to anticipated volume of sales; value for sales prices; packaging; promotional materials/equipment available; 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. However, the Board reserves the right to make awards according to the best interests of the Board of Education of Montgomery County, Maryland.

MCPS reserves the right to award and/or delete categories, items, and vendors, as needed, dependent upon specific products offered and the current need. An authorized list of items to be sold in schools and other MCPS sites shall be established and mutually agreed upon by the director of DFNS and the successful vendor. MCPS reserves the right to modify the list during the contract period with the approval of the director of DFNS and written authorization from the director of the Department of Materials Management.

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 terms. Written notice indicating MCPS' intention to pursue the extension of the contract will be issued to the successful vendor 90 days prior to the expiration of the original contract. The vendor shall have ten (10) days from the date of notification to return the notice acknowledging its intent to accept or reject the extension. Once the response is 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 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 director of the Department of Materials Management 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 a price increase 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. If the request is accepted, a contract amendment shall be issued authorizing the change. Any orders received prior to a request for a price increase shall be honored at the original contract price.

F. Provision for Price Adjustment (cont'd)

Reference to brand names and code numbers in the item description is offered as a point of reference in order for bidders to consider style, size, weight, and similar characteristics. The use of such brand names should not be interpreted as the exclusive brands desired.

In the brand column state the brand name, code or model number on the item being offered, even if bidding as specified. In the case of food items, vendor must enter code number and pack description of item bid. If a brand and code or model number is not shown your bid may not be considered.

If the item specification shows a model or code number that needs updating, the bidder shall indicate and state in the model/code column the latest number that replaces the discontinued model/code.

G. Item Information

Vendors shall include a complete list of all items that are available and meet nutritional requirements with their bid proposal. Nutritional information for each product is required. Failure to provide complete descriptive information and/or nutritional information will disqualify your bid from consideration. The information shall include the following for each product:

1. Name of item
2. Brand of item
3. Code number
4. Pack (units per box and case)
5. Cost per unit/case
6. Net weight per unit
7. Shelf Life
8. Nutrition information/label, ingredient statement
9. Minimum order quantities if any
10. Recommended selling price, if applicable

H. Samples and Nutritional Information

Nutritional information is required for all proposed products bid and is due prior to or at bid opening time. Samples are required prior to or at bid opening time for all products offered, if bidding other than specified. Samples and nutritional information shall be separate from the bid response and shall be forwarded to the Division of Food and Nutrition Services, Attention: Ms. MaryAnn Gabriel, 8401 Turkey Thicket Drive, Gaithersburg, MD 20879. The outside packaging of samples shall be clearly marked "Samples" and/or "Nutritional Information" with the bid number affixed to packaging. Failure to deliver samples and/or nutritional and ingredient information as required will result in automatic disqualification.

Samples shall be of sufficient quantity to allow thorough testing of the product. Each individual sample submitted shall bear the name of the bidder, bid number and shall be carefully tagged or marked in a substantial manner. If samples are not properly marked, the samples may not be considered. (See Article XXIV of the General Stipulations and Instructions to Bidders.) Failure to deliver samples as required shall result in automatic disqualification.

I. Interpretation of Specifications

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

Bidder shall state minimum order quantity if applicable, when ordering product – indicate preferred ordering method with time allowed for order changes.

K. Quotations

Prompt payment discount of ten (10) days and over will be considered. No bidder will be allowed to offer more than one (1) price on each product offered. If said bidder should submit more than one (1) price on any product, all prices for that product will be rejected. However, this stipulation does not preclude the offering of new products that do not meet specifications in every respect from being offered as a separate item for consideration for future bids. Such product should be identified as a new product and a brief explanation written as a part of the offer detailing the advantages that can normally be expected of this product over the product specified.

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. This solicitation shall be valid for acceptance during a period of no less than 90 days from date of opening. Once the contract is approved, terms and conditions of the solicitation shall prevail throughout the contract period.

L. Quantities

Quantities in this request are estimated for the contract period and are based upon prior usage. Quantities specified are subject to change and are dependent upon current requirements of MCPS and on budgetary limitations. MCPS shall not be obligated to purchase any specific quantity. Orders will be placed from time to time throughout the contract term for delivery to individual locations. Cafeteria Managers are permitted to select from the approved list based on individual school preferences.

M. Invoices/Account Statements

Multi-part invoices must be provided by the vendor to the Division of Food and Nutrition Services Accounting Office and shall contain the following information prior to payment being made:

- School name and MCPS assigned number
- Item description

M. Invoices/Account Statements (cont'd)

- Quantity
- Item unit price with extended total amount

The cafeteria manager, upon receipt of goods, will sign the multi-part invoice and retain two (2) copies. Any adjustments to the original invoice must be made on both cafeteria copies, as well as the vendor copies.

Weekly billing documents shall be sent to the Division of Food and Nutrition Services Accounting office no later than the fifth working day after the close of the previous week's business and shall be in MCPS school number order and include a summary invoice that shows totals of all school locations by item, unit prices, extended totals and a grand total.

Monthly Account Statements of outstanding invoices shall also be provided.

If MCPS deems it necessary, the vendor shall fax their invoice copy to the Division of Food and Nutrition Services Accounts Payable office, within 24 hours of request.

N. Product Protection Guarantee

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

O. Special Conditions

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.

Contingent Fee – The successful vendor(s) hereby certifies that they have not retained anyone to solicit or secure this contract from MCPS upon an agreement or understanding for a commission, percentage, brokerage or contingency fee, except for bona fide employees or bona fide established commercial patronage of selling agencies maintained.

Assignments – Neither this contract nor any interest therein nor claim there under 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 the written approval of MCPS.

Disputes – Any dispute concerning a question of fact arising under this contract shall be disposed of by written agreement between the contractor and the contracting officer. Pending final decision of a dispute hereunder, the contractor shall proceed diligently with the contract performance.

P. Award Criteria

1. Conformance to specifications
2. Variety offered

P. Award Criteria (cont'd)

- 3. Price
- 4. Ability to perform
- 5. Past performance, including timelines and accuracy of deliveries
- 6. Product evaluation: nutritional profile, ingredient listing, taste/appearance evaluation, suitability for intended uses, packaging

Q. 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>
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1. _____

Email Address: _____

2. _____

Email Address: _____

3. _____

Email Address: _____

R. 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 copy. Bidders may wish to reproduce and retain an additional copy for their files.

S. 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, Buyer I, 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.

T. Contractors' Obligation Regarding Criminal Records of Individuals Assigned to Work in MCPS Facilities (not required for deliveries to DFNS Warehouse)

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

T. Contractors' Obligation Regarding Criminal Records of Individuals Assigned to Work in MCPS Facilities (not required for deliveries to DFNS Warehouse cont'd)

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.

U. eMaryland Marketplace

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 <https://emaryland.buyspeed.com/bso/>, regardless of the award outcome for this procurement as it is a valuable resource for upcoming bid notifications for municipalities throughout Maryland.

V. 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. A negative reply will not adversely affect consideration of your bid/proposal.

W. Inquiries

Bidders may contact Ms. MaryAnn Gabriel, Food Services Supervisor at (301) 284-4943 for technical questions. Contractual questions must be in writing to Tina Marie Booth, Buyer, Montgomery County Public Schools, 45 W Gude Dr. Suite 3100 Rockville, Maryland 20850, fax number 301-279-3173. Questions must be received no later than four (4) business days prior to bid opening in order for the bidder to receive a reply prior to submitting its bid. The Board of Education will not be responsible for any explanation or interpretation received orally or by telephone. Vendor contact with any other MCPS employees regarding this solicitation prior to Board approval 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/>