

TITLE PAGE

Request for Bids (RFB): #22-013 Food and Food Related Items **Issue Date:** 11/19/2022

By: Susan B. Phillips, Purchasing Agent, phillips.susan@ccpsstaff.org, 410-479-1210 x1236

The purpose of this RFB is to establish a contract for the furnishing and delivery of Food and Food Related Items for the Child Nutrition Food Service Programs for Maryland’s Shore 7 Educational Food Service Consortium (hereinafter referred to as MSEC). The Caroline County Board of Education (also “Caroline County Public Schools” or “CCPS”) is soliciting sealed bids for the member county school systems of MSEC. The county school system members are: Caroline, Cecil, Dorchester, Kent, Somerset, Wicomico and Worcester.

Bid Due Date: Bids are due no later than **11:00 a.m. EST on Tuesday, January 11, 2022.** Sealed bids, labeled with the bid number and title, may be hand-delivered or mailed to: Attention: Susan Phillips, Purchasing Agent, CCPS Support Services Building, 11348 Greensboro Road, Denton, MD 21629. Or you may submit an electronic response, noting the Bid Title in the subject line, to bids@ccpsstaff.org. **Faxed bids will not be accepted.** The opening is public and will be conducted in Conference Room A at the above address. If CCPS, and/or its district buildings, are closed due to unforeseen circumstances on the day bids are due, bids will be due at the same time on the next day that the CCPS and/or its district buildings are open.

MINORITY & SMALL BUSINESS ENTERPRISES ARE ENCOURAGED TO RESPOND TO THIS RFB

This bid must be signed by a person with legal authority to bind the organization to the terms of the RFB and bid. Signature on this page constitutes your acceptance of the terms and conditions contained in the RFB. Any bidder selected for award, including businesses outside of the State, must comply with registration/verification requirements of the Maryland Department of Assessments and Taxation (see page 7, #15 Registration).

The authorized signature provides MSEC your acknowledgment and acceptance of the terms and conditions contained in the RFB. When this page is executed by an authorized officer of MSEC, these specifications, general terms and conditions, and price bid become a legally-binding contract between the successful bidder and MSEC.

Bidder Name: _____

Address: _____

Phone: _____ Fax: _____ Email: _____

Federal ID or Social Security Number: _____

MDOT MBE Certification # (if any): _____ MD Dept. of Assess. & Taxation #: _____

Date Bid Submitted: _____ Authorized Signature: _____

Printed Name and Title: _____

Accepted by MSEC: _____ (Date)

Award Limitations: _____

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DEFINITIONS

CN Label Number: The specific number assigned by USDA/FNS to a particular product that meets CN Labeling requirements.

Contractor: One who enters into a contract, for a fixed price, to perform works or services, or furnish goods.

Damaged Product: Refers to product supplied under this contract that has sustained a damage that would allow spillage from the original container, a loss or disfigurement of a label that would hamper identification, contaminated package that would affect the content of that package, or any other happening that would affect the quality and/or quantity of the original item. Damaged products must meet the State of Maryland Health Department requirements.

Day: Calendar Day unless otherwise indicated

District: Refers to each school district as its own entity.

Domestic commodity or product: Defined as (i) an agricultural commodity that is produced in the United States; and (ii) a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States (as provided in 7 CFR 210.21 (d)).

EPA: Environmental Protection Agency

Equivalent: Equal in value, force, measure, volume, power, and effective, or having equal or corresponding import, meaning, or significance.

Equivalent Item: An item of equipment, material, or supply, the quality, design, or performance characteristics of which are functionally equal or superior to an item specified in a solicitation.

EST: Eastern Standard Time

MSEC: Eastern Shore of Maryland Educational Consortium – consists of Caroline, Cecil, Dorchester, Kent, Somerset, Wicomico and Worcester Boards of Education.

FDA: United States Food and Drug Administration

Fee-for-Service: An approved value pass-through method for processing USDA Foods. The price charged by pound or by case representing a processor's costs of ingredients (other than donated foods), labor, packaging, overhead, and other. Costs incurred in the conversion of the donated food into the specified end product.

Fixed Price: The term fixed price as used in this document shall mean the amount the distributor will be paid for receiving, storing, and delivering the items covered by the contract. All freight charges incurred in the delivery of the items to the distributor's warehouse and ultimately to the user entity as mark up or profit, shall be recovered in the "fixed price" bid by the contractor.

F.O.B. Destination: "Free on Board" means that seller will deliver subject matter contracted for, on certain conveyance, without expense to the buyer. The seller assumes all responsibilities and costs up to the point of delivery, including insurance, transportations, etc.

HACCP: Hazard Analysis and Critical Control Program

Informality: One that is merely a matter of form and not substance or pertains to an immaterial or inconsequential defect or variation in a bid, the correction or waiver of which would not be prejudicial to other bidders. In such cases, the bidder failing to supply the information may be given a specified period

of time to comply. If the bidder fails to comply in that time period, the bid will be rejected for reasons of non-compliance. No award will be made unless all required information is received.

Ingredient Statement: Ingredients required to be declared on the label or labeling of a food, including foods that comply with standards of identify, except exempted ingredients. They shall be listed by common or usual name in descending order of predominance by weight.

MDAT: Maryland Department of Assessments and Taxation

MDOT: Maryland Department of Transportation.

Net Off Invoice (NOI): An approved value pass-through method for processing USDA Foods. The method of handling these end items containing USDA Foods on behalf of the Recipient Agency is outlined in the mutually agreed upon Net Off Invoice/Processor Agreement between the Processor and the Distributor.

Nutrition Fact Label: Required by the Food and Drug Administration on most packaged foods and beverages. They provide detailed information about a food's nutrient content, such as the amount of fat, sugar, sodium and fiber it contains.

Product Formulation Statements: Developed by manufacturers to provide specific information about their products. They generally include a detailed explanation of what the product contains and the amount of each ingredient by weight. In order for a product formulation statement to be used to determine crediting information for the USDA Child Nutrition Programs, it must indicate how the product credits toward the USDA meal pattern requirements; document how the manufacturer obtained the crediting information by citing specific Child Nutrition resources; and be prepared on the manufacturer's letterhead with an original signature of a company official and the date of issue.

Responsible Bidder: One who is capable financially and competent to complete the job for which he is bidding. A responsible bidder is one who is not only financially responsible, but who is possessed of a judgement, skill, ability, capacity and integrity requisite and necessary to perform a public contract according to its terms.

Responsive Bid: A bid submitted in response to a request for bids that conforms in all material respects to the requirements contained in the request for bids.

RFB: Request for Bids

SAM: The United States **System for Award Management** (www.sam.gov). This database will be checked to ensure the recommended bidder has not been debarred, suspended, or otherwise excluded by agencies.

Unit Cost: The cost of a specific bid unit and is to include any applicable freight costs and fixed fee(s).

USDA: United States (U.S.) Department of Agriculture

WBSCM: Web Based Supply Chain Management System - The official system of record for the USDA Foods program which is used to track deliveries, monitor allocations, and receive shipments.

Section I: GENERAL INFORMATION**1. GENERAL**

The purpose of this RFB is to establish a contract between Maryland's Shore 7 Educational Consortium (MSEC) for food and food related items used in their Child Nutrition food service programs. Member county school systems in MSEC are Caroline, Cecil, Dorchester, Kent, Somerset, Wicomico and Worcester. The contractor shall provide all labor, supervision, materials, freight and equipment necessary to provide Food and Food Related Items for MSEC. This is a fixed-price, indefinite quantity contract. CCPS is acting as the solicitation agent for MSEC.

This contract will establish a maximum price that participating organizations will pay for any item covered by the contract during the term of the contract.

MSEC has aggregated their needs for food and food related items. The quantity data contained herein is based on previous year's purchases and are accurate to the best of our ability to gather the data. However, these are not a guarantee of quantities or order amounts but are indicative of anticipated order quantities. It is to be understood that if an item is listed on the contract, the contractor is expected to supply it.

There **will not** be a pre-bid conference. However, Bidders are responsible for understanding this solicitation. To that end, questions must be emailed to phillips.susan@ccpsstaff.org and received by close of business on **Monday, January 3, 2022**. Questions received after this date will be answered only if time permits. *Please note: school districts are closed for a Thanksgiving and Winter Break. A written summary of responses to timely-received questions will be posted on the CCPS website. Oral communications are not binding. All communications shall go through the Purchasing Agent. Contact only the Purchasing Agent identified on the **Title Page** about this solicitation from its issuance until its award. Information obtained from any other person will not affect the risks or obligations assumed by the bidder or relieve the bidder from fulfilling any of the conditions of the resulting award. Such contact may disqualify the firm from the solicitation process.

Should it become necessary to amend any part of this bid, the amendment will be posted on the CCPS website. Failure of any bidder to receive or acknowledge receipt of such amendment shall not relieve the bidder from any obligation under the RFB as amended. To receive notification of amendments, please register for the bid at https://fm1.cl.k12.md.us/fmi/webd/Bid_Board?homeurl=http://www.cl.k12.md.us. It is the bidder's responsibility to check for any posted questions and answers and/or any amendments to the solicitation.

2. NO OBLIGATION

This solicitation implies no obligation on the part of MSEC.

3. BID INSTRUCTIONS

Bidders shall only submit bids on the bid forms furnished with this solicitation. Bids submitted not using the sheets provided will be determined non-responsive.

Bidders may mail their bid to Attn: Susan Phillips, Purchasing Agent, CCPS Support Services Building, 11348 Greensboro Road, Denton, MD 21629. The envelope shall be clearly labeled with the bidder's name and address, the bid number, and bid due date. Bids may be hand-delivered on scheduled business days between the hours of 7:30 AM - 4:00 PM. Mailed or hand-delivered bids shall include 1 original **and** 1 electronic copy of the bid. Please visit CCPS website - <https://www.carolineschools.org/> - for building closings. MSEC is not responsible for a bid that may be inadvertently opened before the bid due date unless it is submitted with proper labeling.

Bids delivered in Federal Express, UPS, or any other such deliverer's envelope shall be sealed in a separate envelope inside the shipping packaging. Failure to do this may cause the bid to be inadvertently opened and possibly rejected.

Bidders may submit their bid electronically at bids@ccpsstaff.org, noting the Bid Number and Title in the subject line. *Faxed bids will not be accepted.*

The bid submission shall include the completed and signed:

- Title Page;
- Qualifications/Experience Affidavit;
- Bidder Questions;
- Bid/Contract Affidavit;
- Price Bid Sheet and Bid Worksheets; and,
- A digital copy of the ingredient statement, a nutrition fact label, a CN label, or signed product formulation statement for child nutrition crediting, and an allergen and sensitive ingredient form, for each item on the bid. These specifications are to be arranged and labeled in numerical sequence according to the item number
- The Bidder's Food Safety Plan;
- The Bidder's Product Recall Plan;
- The Bidder's Product Hold/Recall Form

4. CANCELLATION OF RFB

This solicitation is subject to cancellation when determined by MSEC to be in its best interest.

5. PRICE GUARANTEE

Prices bid shall remain firm for the duration of the contract and shall include all costs. No bid shall be considered which contains a price escalation clause, packaging or delivery charges, or any add-on or irregular figures. The bidder warrants that the bid prices shall remain in effect for 120 days from the date bids are due.

6. EXCEPTIONS

It is incumbent upon the bidder to understand the provisions of this bid document. If the bidder is uncertain about the meaning or intent of any part of the RFB or takes any exceptions to the terms and conditions of the RFB, the bidder shall request clarification in writing via email to the Purchasing Agent no later than close of business **Monday, January 3, 2022**. Requests shall include the specific section of the RFB that is being challenged and a full explanation for the exception. Late submission of exceptions will not be considered. Failure to obtain a clarification will be no excuse or justification for non-compliance with the provisions set forth herein.

MSEC has the sole discretion whether to amend the RFB to address any exceptions. Failure by the bidder to request clarification prior to submission of a bid shall be construed as full acceptance of all terms and conditions.

7. LATE BIDS

Bids received after the designated due date and time will not be accepted, regardless of when they were mailed or given to a delivery carrier. It is the responsibility of the bidder to ensure that their bid is submitted to the proper location on or before the bid due date and time. Post marks or dating of documents will be given no consideration in case of late bids. Late bids will be refused, returned unopened, or destroyed at the bidder's request.

8. BID WITHDRAWAL

A bidder may request in writing to withdraw their bid at any time prior to the opening of bids. No bid may be withdrawn after it is opened unless the bidder provides clear and convincing evidence that a mistake in the bid calculation has been made *and only then with the approval of MSEC*.

9. BID ACCEPTANCE

MSEC reserves the right to reject any or all bids and to waive any informality. MSEC reserves the right to negotiate or modify any element of the bid to ensure that the best possible arrangements for achieving the stated purpose are obtained.

10. COST OF BIDDING

MSEC is not responsible for any expenses incurred in the preparation and submission of the bid. Such expenses are the sole responsibility of the bidder.

11. SUBCONTRACTORS

MSEC shall enter into an agreement with the selected Contractor only. The selected Contractor shall be responsible for all services required by this RFB.

12. MINORITY BUSINESS ENTERPRISE (MBE) GOAL

There is no MBE subcontract goal set for this solicitation, however the use of MDOT-certified MBEs for subcontracting opportunities is encouraged (<https://mbe.mdot.maryland.gov/directory/>).

13. COOPERATIVE PURCHASING CLAUSE

In accordance with Maryland State Finance and Procurement Article, Section 13-110, MSEC reserves the right to extend the terms of any contract resulting from this bid to public bodies, subdivisions, school districts, community colleges, colleges, and universities including nonpublic schools. The Contractor agrees to notify MSEC of those entities that request to use any contract resulting from this bid and provide usage information to MSEC, if requested. MSEC assumes no authority, liability, or obligation, on behalf of any other public or non-public entity that may enter into a cooperative agreement associated with the contract resulting from this bid. All purchases and payment transactions will be made directly between the contractor and the requesting entity.

14. TAXES

MSEC is exempt from Federal, State and Local taxes. Bidders may not include these taxes in their bid price.

15. REGISTRATION

Pursuant to the Corporations and Associations Article of the Annotated Code of Maryland, businesses created in a state other than Maryland may have to register or qualify with the Maryland Department of Assessments and Taxation (MDAT) before doing business in Maryland ([http://dat.maryland.gov/businesses/Pages/Non-Maryland-\(Foreign\)-Business-Entities.aspx](http://dat.maryland.gov/businesses/Pages/Non-Maryland-(Foreign)-Business-Entities.aspx)). Bidders should contact MDAT to determine their registration requirements.

Bidders that are Maryland businesses must be in good standing with MDAT. Your business status can be verified at <https://egov.maryland.gov/BusinessExpress/EntitySearch>.

It is strongly recommended that the Bidder verify its registration prior to submitting its bid. A Bidder's failure to complete registration with MDAT or be in good standing may disqualify an otherwise successful Bidder from final consideration and recommendation for contract award.

MSEC will query the MDAT website to determine the bidder's standing with the state of Maryland AND the SAM.gov website to determine the bidder's standing with the federal government.

16. COMPETITIVE SEALED BID PROCESS

- Complete bids must be submitted to the specified location by the specified bid due date and time (see #3 Bid Instructions).
- Any bid received after the specified due date and time is considered late and will be rejected (see #7 Late Bids).
- A bidder may not offer more than one price on each line item even though they may feel that they have more than one product that will meet specifications. Bidder must determine which to offer. If a bidder submits more than one price on any item, its bid will be determined non-responsive.
- The bid opening is public and will serve only to open and read the total bid amount of each bid. MSEC reserves the right to read prices on only selected products. Should this occur, the procedure will be to read the same selected items on each bid. No discussion will be entered into with any contractor as to the quality or provisions of the specifications, and no award will be made either stated or implied at the bid opening. Any contractor making provisions to service a contract on the basis of information obtained at the bid opening does so at their own risk. MSEC has no obligation to any contract except as would be authenticated by a written notification of award from MSEC.
- After the bid opening, MSEC will review each bid submission for responsiveness. If the bid is determined to be not responsive or the bidder not responsible, the bid will be rejected and the bidder notified in writing.

- MSEC reserves the right to contact a bidder for clarification and may waive any informalities if it is determined to be in the best interests of MSEC.
- Bidders may be required, before award of a contract, to demonstrate to the complete satisfaction of MSEC that, 1) they have the necessary facilities, ability and financial resources to execute the contract in a satisfactory manner and within the time specified; and, 2) they have the necessary experience, history and references to assure MSEC of their qualifications.
- MSEC reserves the right to reject the bid of a bidder who, in its opinion, has failed to properly perform under previous contracts, or who, upon investigation, shows they are not in a position to perform the contract.
- MSEC may reject bids that include omissions, alterations of form, or that are conditional or irregular in any respect, or reject non-responsible bidders that show a risk of default.
- It is the intent to award a single contract to the qualified, lowest responsible and responsive bidder. However, MSEC reserves the right to award a contract to other than the lowest bid if, in its judgement, another contract will better serve the best interest of MSEC.
- A recommendation for the award of a contract will be presented to the Boards of Education for approval. Award of a contract is contingent upon final approval by the Board of Education and the availability of funds.
- Upon Board approval of the award of a contract, the bidder shall be notified of their award and a contract document shall be issued.

17. ALTERNATE BIDS

Alternate bids will not be considered unless specifically requested by the provisions of this bid document. Where product identifications list specific manufacturer's labeled products, only those bids offering the specific products listed will be considered.

18. ACCESS TO PUBLIC RECORDS

Bidder should identify those portions of its bid that it considers confidential, proprietary commercial information, or trade secrets, and provide, upon request, justification why such materials, if requested, should not be disclosed under the Maryland Public Information Act.

19. GIFTS

Contractors are notified that the giving or offering of a gift or series of gifts to any Board official or employee is improper and may result in disqualification from future work on the grounds that the Contractor is not responsible. Board officials and employees are directed not to accept any gift from any person, entity, or employee of an entity that is under the authority of the school system or has or is negotiating a contract with the school system.

20. eMaryland Marketplace Advantage Registration (eMMA)

Maryland law requires local and state agencies to post award notices on eMaryland Marketplace Advantage (eMMA). This cannot be done without the Contractor's self-registration in the system. Contractor shall register on eMMA at <https://procurement.maryland.gov> within five days following notice of award. Registration is free.

21. PROTESTS

This contract shall be subject to the provision of the Board of Education of Caroline County Policies and Regulation I.10.50.

22. TIE BIDS

Tie bids are responsive bids from responsible bidders that are identical in price, terms, and conditions and which meet all the requirements and criteria set forth in the RFB. In the event of a tie bid, award shall be made first to the in-County business. If there is not an in-County business then award shall be made to the bidder whose business office is in the State of Maryland. If the tying low bids are from in-County businesses, or in-State businesses, the award may then be made to the low bidder that is an MDOT certified minority business enterprise or State certified small business. If none of the tie-breaking rules apply, a drawing shall be conducted. A witness shall be present to verify the drawing and shall certify the results on the bid tabulation sheet.

Section II: Qualifications/Experience Affidavit

Submitted By: _____

MSEC reserves the right to contact additional references not contained in this Affidavit. Information obtained from the references provided and any additional references not listed will assist MSEC in making the determination on bidder responsibility. If MSEC, in its sole discretion, determines that a bidder's references are inadequate, MSEC reserves the right to determine the bidder is not responsible and reject their bid.

Bidder shall have been a regular provider in providing frozen, canned, and packaged goods, in an occupied K-12 school building, similar in scope and complexity to the described requirements, for a period of not less than five (5) years from the date of issuance of this bid. MSEC may consider the experience of the bidder's key personnel toward the experience requirement. The shown ability to properly service and meet the requirements of MSEC will be given consideration.

1. How many years has your company been in business? _____

1a. Has your organization operated under another name? If so, please list: _____

2. List at least three references for contracts similar in size and scope to the work described herein which your organization has completed within the last 3 years (include all requested information).

Project Name: _____

Scope of Work: _____

Address: _____

Contact Person: _____

Phone Number: _____ Email: _____

Project Name: _____

Scope of Work: _____

Address: _____

Contact Person: _____

Phone Number: _____ Email: _____

Project Name: _____

Scope of Work: _____

Address: _____

Contact Person: _____

Phone Number: _____ Email: _____

4. How many people does your company presently employ on a: full-time basis? _____ Part-time basis? _____

5. Has your company been terminated from a state or county funded project within the last 5 years? If yes, explain.

6. Has your company failed to complete the contracted scope of work on any contract of similar scope or size within the last 5 years? If yes, explain.

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7. Has your company been involved in disputes while under any contract similar in size and scope that has resulted in arbitration or litigation against it or the owner within the past 5 years? If yes, explain.

8. Has your organization performed any contract for any unit of the State of Maryland or any County Government or School District over the last five years other than those listed in Section 2? (Please list names, addresses, dates and the government employee responsible for accepting the work). Use additional sheets if necessary.

9. Has your company or any of its officers or employees ever been found guilty of any criminal act in regard to the performance of a government contract or subjected to any penalty, termination for cause, or liquidated damages arising out of poor or non-performance? Explain.

10. Has your company ever been suspended or debarred from bidding on local, school, state or federal contracts for any reason? Explain.

11. Has your company ever filed for bankruptcy/receivership or any other similar defalcation? Explain.

12. Are any officers or employees of your company employed by any of MSEC's Boards of Education or local government? Do any officers or employees of your company have immediate family members who are employed by the any of MSEC's County's Boards of Education? Explain.

The signatory of this form hereby affirms that the information as set forth is accurate, truthful and complete, to the best of his/her knowledge and belief. **Failure to submit this completed document will determine the bid as non-responsive.**

Dated this _____ day of _____ 20____.

Name of Organization: _____

By: _____

(Print Name)

Title: _____

Section III: SPECIFICATIONS

1. SCHOOL INFORMATION

1.1 The number of schools, approximate student population, and meal information for each District are as follows:

<u>District</u>	<u># Schools</u>	<u># Students</u>	<u># Meals Served</u>	<u>% Free/ Reduced Meals</u>
Caroline	9	5,571	1,089,925	58%
Cecil	28	15,359	1,589,757	43%
Dorchester	11	4,575	328,590	82%
Kent	5	1,814	120,914	66%
Somerset	8	2,612	328,590	92%
Wicomico	26	15,117	1,925,872	58%
Worcester	13	6,811	563,557	46%

1.2 The number of delivery locations for each of the participating Districts are:

<u>District</u>	<u># of Delivery Locations</u>
Caroline	10
Cecil	29
Dorchester	11
Kent	1
Somerset	7
Wicomico	24
Worcester	13

2. SCOPE OF WORK

2.1 General

2.1.1 The Contractor shall furnish and deliver Food and Food Related Items on an as-needed basis to the delivery locations listed in Attachment B for the initial term of 7/1/22 through 6/30/23 (school year 2022-2023), with four additional one-year renewal options. MSEC reserves the right to add or remove delivery locations as necessary with no increase in cost.

2.1.2 Bidder must bid on and be able to provide all items to be considered for award. Incomplete bids will be rejected as non-responsive.

2.2 Compliance

2.2.1 All products must be packed under continuous USDA inspection where applicable. All packaging must be approved by the USDA and the Food and Drug Administration for contact with food and conform to USDA labeling requirements.

2.2.2 All items must conform to the standards published in the USDA Food-Buying Guide for the School Lunch Program. All meats must be USDA inspected.

2.2.3 All applicable laws shall be deemed to be part of these specifications and shall be read and enforced as though they were included.

2.2.4 **Buy American:** MSEC participates in the National School Lunch and School Breakfast Programs and are required by law to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities and/or product for Program meals. A “domestic commodity or product” is defined as one that is produced and processed in the United States (US) using substantial agricultural commodities that are produced in the US as provided in 7 CFR 210.21 (d). We require that suppliers certify: (1) that the food product was processed in the US, and (2) the

percentage of US content, by weight or volume, in the food component of processed food products supplied to us. If the product is not from the USA, the Contractor must supply a letter stating the reason.

By submitting and signing a response to this bid, the bidder acknowledges and certifies that its company complies with the Buy American provision that the food delivered is of domestic origin or the product is substantially produced in the United States. For these purposes, substantially means over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the US. If the bidder is unable to certify compliance with the Buy American provision, the bidder shall state this in its response and provide an explanation as to why it cannot certify compliance.

The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

2.2.5 Contractor must have active knowledge with the Green Seal Program, involving sustainable food; energy management and conservation; water consumption and management, air quality, waste reduction and management, cleaning and landscape management and overall company responsibility.

2.2.6 Contractor must have the warehouse facilities required to safely and securely store the quantity of products required by these specifications. Refrigeration facilities used for storing and delivering chilled and frozen products must meet recommendations of the Maryland State Department of Health. All items must be delivered in their appropriate state that is frozen, refrigerated or dry storage. MSEC reserves the right to reject any bidder it determines does not meet the requirements in the areas of warehouse facilities and equipment associated with and necessary for the safe and sanitary storage and delivery of the food items requested. The facilities and operating practices must, at all times, be in compliance with the United States Food Drug and Cosmetic Act as well as any State and local Statute, Regulation or Ordinance.

2.2.7 Contractor must own or have the ability to lease, rent or otherwise obtain vehicular equipment necessary to effect an efficient delivery schedule to MSEC.

2.3 Standards

2.3.1 Contractor shall ensure that all food items listed herein are processed, packaged, and delivered in a manner that adheres to applicable regulations of the U.S. Department of Agriculture (USDA); Federal Food, Drug and Cosmetic Act; Maryland Health Department; and each District's County Department of Health.

2.3.2 Contractor shall provide a successful delivery rate of at least 98% of the items ordered. All items shall be delivered in good condition, and at the appropriate temperatures. Frozen goods will be hard frozen, with no evidence of thawing. Chilled goods shall be transported and delivered at a maximum temperature of 45 degrees Fahrenheit. Dry goods will be dry, with the cartons clean and intact.

2.4 Purchase of Unauthorized Items

Cafeteria Managers are authorized to only buy items approved by each District's Food Services Supervisor/Manager. The District shall not be liable for the purchase of unapproved items. Failure to abide by this clause may be cause for termination of Contract.

2.5 Samples and Specification Sheets

2.5.1 Samples are not required to be submitted with the bids. However, bidders may be required to submit samples of offered items after the bid opening. When samples are requested, the bidder must deliver the samples within 3 business days to the designated District's Food Services Department (which may be any of the 7 counties). MSEC will not pay for delivery of, nor return, any samples. Bidders will be notified as to whether samples have been accepted.

2.5.2 Bidders shall furnish with their bid a digital copy of full illustrations and detailed specifications on each and every item offered. These specifications are to be arranged and labeled in numerical sequence according to the item number. They need not be submitted if items offered are the exact brand and item specified. If a brand and item are not specified, supporting documentation must be included. Failure to submit the required illustrations and specifications may result in the bid being determined as non-responsive.

2.5.3 Contractor shall use for the entire contract term the exact items that are accepted and approved by MSEC during this testing period, unless otherwise authorized by MSEC.

2.6 Nutritional Requirements

2.6.1 Contractor shall ensure that allergens are clearly identified for each item.

2.6.2 Contractor shall use the Allergen and Sensitive Ingredient Statement (Attachment D) to clearly identify allergens.

2.6.3 Contractor shall ensure that the Allergen and Sensitive Ingredient Statement is updated whenever the manufacturer changes the ingredients of a product.

2.6.4 Contractor shall ensure that all food items provided are produced in a Peanut- and Tree Nut-free facility. Written notification shall be provided for any product that is not produced in a Peanut- and Tree Nut-free facility. In addition, products provided shall not contain any of the following ingredients:

- Monosodium glutamate (MSG)
- Artificial Trans-Fat. A food is considered to contain artificial trans-fat if the food label lists it as an ingredient or contains any kind of partially hydrogenated vegetable oil. Nutrition label or manufacturer specifications must indicate zero grams of trans fat per serving, unless there are naturally occurring trans-fats present in some meat or dairy products. If there is trans-fat listed on the nutrition facts panel of a product containing meat or dairy, documentation from the manufacturer that reports the source of the trans-fat should be provided.
- Artificial Colorings: Blue 2, Green 3, Red 3, Yellow 5, Yellow 6
- Aspartame or Acesulfame-Potassium
- Butylated Hydroxyanisole (BHS)
- Potassium Bromate
- Propyl Gallate
- Saccharin
- Sodium Tripoly Phosphate (STPP) – fish products
- Tert-Butylhydroquinone (TBHQ)

2.7 New Items and Omissions

2.7.1 MSEC may determine a need for additional food and/or food related product at any time during the term of the contract and subsequent renewal options. Contractor shall be responsible for supplying new items if a need is determined. The added items shall be at a price consistent with the market price of the item.

2.7.2 MSEC may increase quantities of items already specified. The Contractor shall be expected to handle all deliveries necessary and stock all items necessary to the program.

2.7.3 In the event that any manufacturer should alter or change any product covered by this contract, the Contractor shall notify MSEC at least sixty (60) days in advance of any proposed change. MSEC reserves the right to remove the product from the qualified products (QP) list and/or to purchase the item from an alternate supplier.

2.8 Ordering and Delivery

2.8.1 Contractor shall have the ability to accept orders online, in writing, or telephonically (at the discretion of each District) and shall provide a monthly order guide. The order guide shall be limited to only approved products and may be tailored to each District.

The Contractor shall email the district representative and cafeteria manager a summary of each order. The district representative will review the order for adherence to purchase of authorized items (see 2.4) and notify the Contractor of any discrepancies.

Any special software or training required for electronic/online ordering must be provided by Contractor at no additional cost.

2.8.2 Each District's Food Service Department will place their own orders.

2.8.3 The initial order for each school year shall be placed online prior to the end of the current school year. The Contractor shall accommodate the requested delivery date to coincide with the start of the new school year.

2.8.4 The Contractor shall provide at a minimum weekly delivery within a specified delivery-window time to be mutually agreed upon between each District and the Contractor. Some larger Districts may require more frequent deliveries.

Bidders should know that all delivery sites may not provide state-of-the-art unloading and food handling facilities. Some sites may not accommodate trailer rigs, and in fact may not be easily accessible with bob trucks having overall lengths in excess of twenty-seven (27) feet. Liftgates are highly recommended. Bidders having no experience in making deliveries to the sites being bid should visit all sites and discuss the delivery requirements with food service personnel at each of these sites.

The Contractor/driver is responsible for unloading the truck and delivering it to the designated area.

2.8.5 Orders shall be placed at least **48** hours before the requested delivery date. It is the Contractor's responsibility to be aware of unscheduled school closings. Closings are typically announced over local radio and tv stations and are posted on each District's website.

2.8.6 Contractor shall deliver to school sites, warehouse sites and drop ship sites, as required by each District, with adjustments for holidays. School calendars are available on each District's website. The day of delivery will be mutually-agreed upon by each District and the Contractor. Each delivery must be checked, verified, and signed for by a food service employee. MSEC reserves the right to refuse product that appears damaged or dirty.

2.8.7 Contractor shall make deliveries during food service operation hours, typically between 7 AM and 1:30 PM EST. Earlier or later delivery times may be agreed upon between each District and the Contractor after contract award. If a delivery is to be delayed for any reason, the Contractor shall contact the District to determine a resolution. Excessive late deliveries may result in contract termination.

2.8.8 Contractor shall notify the District of any shortages prior to delivery by a mutually-agreed upon day and time in order to make substitutions.

2.8.9 If Contractor fails to deliver an ordered product with the regularly scheduled delivery, the remainder shall be delivered within 24 hours of the scheduled delivery day. With approval of the District, the Contractor may make the delivery of any late products on the next scheduled delivery, however, any shortages on delivered orders shall subsequently be delivered in sufficient time to meet menu requirements and schedules. No delivery charge will be due or payable for extra trips due to Contractor error nor shall extra deliveries affect pricing structures.

2.8.10 Upon delivery, each school site will spot check for external and internal damage, cleanliness, defects, spoilage, count, temperature and any other inspections deemed necessary by the site's designated Food Service Supervisor. Each designated Food Service Supervisor reserves the right to make final disposition of all damaged products either on the spot or at a later date.

2.8.11 Ingredients shall appear full and robust, not squashed or misshapen. Ingredients will appear fresh and wholesome, free of off-colors, dehydration or faulty assembly. All markings and labeling shall be prominent and marked on one panel of the carton. Marking material shall be water fast, non-smearing and of a color contrasting to the carton.

2.8.12 MSEC reserves the right to return any damaged products and receive full credit for the same. A signed delivery ticket shall not be construed as acceptance of the products in good conditions, only that the items were received.

2.8.13 Contractor's delivery trucks shall be temperature controlled to maintain correct temperature for all products.

2.8.14 Contractor's delivery trucks shall be equipped with a back-up alarm and shall comply with Maryland's Transportation Article, Section 22-402.

2.8.15 Delivery is considered complete when products have been placed by the Contractor/driver in the designated area and the delivery ticket has been signed by the District representative.

2.8.16 Contractor shall provide 2 delivery tickets with each delivery. The Cafeteria Manager shall retain the original ticket and the second ticket will be sent to Food Services Accounting. Each District may establish additional or unique delivery receipt requirements. Each delivery ticket shall contain the following information:

- Name of Contractor
- Name of School
- Date of Delivery
- Name of Item/s
- Item Number/s
- Price of Item/s
- Pack Size of Item/s
- Quantity Delivered
- Cafeteria Manager's full signature

2.8.17 Contractor shall provide invoices at the time of delivery that show the original ordered amount and the total items delivered. Invoice charges shall be derived in accordance with the prices bid on the Price Bid Sheet. Contractor may indicate a prompt payment discount.

2.8.18 Contractor shall deliver to any new schools or programs that may develop over the course of the contract and any renewal options.

2.9 School Closings

Contractor shall be aware of scheduled and unscheduled school closings. The school calendar and unscheduled closings are posted on each District's website. Each District will send the Contractor any adjustments in the calendar year as they occur. The Contractor is responsible for tracking current weather conditions and making necessary adjustments when schools are closed due to inclement weather. Schools are not required to accept deliveries if schools are closed. In the event of a closing, the Contractor must contact the District to determine a mutually agreed-upon alternate delivery date.

2.10 Delivery Fee

MSEC shall not be assessed, charged or expected to pay any delivery fees to any of the delivery locations listed in Attachment B.

2.11 Summer Food Service Program

2.12.1 Contractor shall be expected to deliver specific locations in the months of June, July and August. Contractor shall create a separate order guide for summer online orders.

2.12.2 Contractor shall make deliveries between 8 AM and 1 PM EST. Earlier or later delivery times may be agreed upon between each District and the Contractor. If a delivery is to be delayed for any reason, the Contractor shall contact the District to determine a resolution.

2.12 Product Cancellation

MSEC reserves the right to cancel any product at any time.

2.13 CN Labels and Rebates

Contractor shall provide CN labels as required and shall provide information related to producer rebates upon request.

2.14 Product Recall Plan

The Contractor shall have a detailed Product Recall Plan on how they handle product recalls. The Contractor assumes full responsibility for prompt notification to MSEC of any product recalls. Contractor shall provide MSEC staff with the names and contact information of at least two employees who can provide MSEC with 24/7/365 information. Immediate notification shall be electronically by email **and** verbally by phone. An explanation or a copy of the Product Recall Plan **and** a completed Product Hold/Recall Form (Attachment E) shall be provided with the bid submission.

2.15 Price Adjustment

Contractor shall hold all prices firm against any increases for the first year of the Contract. Prior to commencement of second year of the Contract, and each subsequent renewal term, Contractor may submit a request for price adjustment, in writing, at least 90 days prior to the renewal date. Such a request shall include, at a minimum, (1) the cause for the requested adjustment, (2) proposed effective date, (3) the amount of the change requested, and (4) documentation to support the requested adjustment (i.e. appropriate Bureau of Labor Statistics, Consumer Price Index, change in the manufacturer's price, etc.). Any price adjustments approved by MSEC, in its sole discretion, are subject to the following conditions:

- The total of an MSEC-approved increase in a contract unit price made at the time of renewal may not exceed a total of five percent of the original contract unit price.
- Any MSEC-approved increased contract unit price shall not apply to orders submitted to the Contractor prior to the effective date of the increased contract unit price.
- Any requested contract unit price increase shall only become effective upon a fully executed contract modification.
- MSEC may, within 30 calendar days of a Contractor's written request for a unit price increase, cancel any portion of the contract affected by the requested increase.

2.16 Product Testing

MSEC may, at its discretion, have random samples of purchased products tested by an independent testing laboratory in order to ascertain if the product is as represented by the Contractor. If it is established that the product is not as represented, the cost of testing shall be the responsibility of the Contractor as well as any additional cost of replacing the product. If it is indicated that the Contractor knowingly furnished a product that did not meet the standard required, MSEC may terminate the contract for default and/or disqualify the Contractor from future bidding.

2.17 Food Safety Plan

The Contractor shall have a Food Safety Plan that is comprehensive and shows that the supplier follows food safety practices. The Plan should address: food safety education for employees, temperature control management, documentation for foods prepared for and delivered to schools, water; soil; facilities; equipment; pest control; packing; transportation; traceability and records; and

procedures to handle complaints in the event of a foodborne illness. An explanation or a copy of the Food Safety Plan shall be provided with the bid submission.

2.18 Reporting

2.18.1 Contractor shall email a monthly usage report to each District’s Office of Food Services within seven business days of the close of the month. These monthly reports shall include, at a minimum, the following information:

- usage by school location;
- county product usage;
- a year-to-date county product usage.

2.18.2 The usage reports shall contain, at a minimum, the following information:

- Item Stock Number and Name
- Brand Identification
- Pack Information
- Volume of Purchases by Item
- Cost of Each Item

2.18.3 The reports shall be supplied in an excel spreadsheet or another format that is determined acceptable by MSEC.

2.18.4 The contractor must provide inventory reports on a monthly basis which shows receipts, shipments, and current inventory of each USDA Food and by individual District.

2.19 Quantities

Bid quantities indicated are approximate and shall not be construed as a minimum or maximum. Quantities indicated are the amounts estimated to be purchased during the contract period. MSEC reserves the right to increase or decrease quantities as required. Contractor shall hold unit prices firm regardless of any increase or decrease in the estimated quantities shown herein. **Any bid submitted that is contingent on a minimum order shall be rejected as non-responsive.** Quantities indicated may be influenced by the availability of Government commodities.

2.20 USDA Foods

MSEC participates in the USDA Foods program. Currently the State of Maryland has a contract for the storage and distribution of USDA Foods. MSEC reserves the right to divert their USDA Foods to the contractor and not utilize the state contract, or use the contractor if the State of Maryland does not continue the current contract. The official system of record for the USDA Foods program is the Web Based Supply Chain Management System (WBSCM), which is used to track deliveries, monitor allocations, and receive shipments. WBSCM training will be provided to the selected contractor. WBSCM is a web-based system and there is no cost for its use. MSEC diverts USDA Foods into two programs, Direct Delivery and Processing.

2.20.1 USDA Foods Direct Delivery

MSEC will order approximately 20 different USDA Foods in the Direct Delivery program. The USDA Foods must be tracked by individual District and by individual USDA Food. The 20 USDA Foods are primarily canned and frozen fruits and vegetables. Quantities and types of USDA Foods ordered by MSEC can change annually and are not guaranteed. School Year 22-23 quantities:

Frozen Cases:	<u>4,000</u>
Dry Cases:	<u>10,000</u>
Refrigerated Cases:	<u>-0-</u>

2.20.2 USDA Foods Processing

Maryland allows all four USDA approved Value Pass Through methods: Refund or Rebate, Direct Discount, Indirect Discount (Net Off Invoice), or Fee for Service. Details on these methods can be

found in USDA Memorandum FD-40 of July 16, 2021 (see <https://www.fns.usda.gov/usda-fis/fd-40-inventory-draw-down-usda-foods-processing-revised>). The Contractor must have the capability to offer the Net Off Invoice value pass through method. The Contractor must note on the bid sheet which Value Pass Through Method will be used (if applicable).

2.20.3 The Contractor must provide inventory reports on a monthly basis which shows receipts, shipments, and current inventory of each USDA Food and by individual District.

2.20.4 All USDA Foods receiving must be entered into WBSCM within 48 hours of being received.

2.20.5 The contract for USDA Foods states that they must give at least 72 hours advance notice for making delivery appointments. The contractor will supply to MSEC the procedures for making delivery appointments and all applicable contact information.

2.20.6 MSEC will conduct a yearly inventory reconciliation process between June and August. They may request inventory verification(s) throughout the year.

2.20.7 The contractor must have a system to track expiration dates and notify MSEC at least 90 days before any expirations.

2.20.8 Truckers are required to tailgate product for all USDA Food loads. All shipments of USDA Foods must be accepted by the contractor regardless of the shipping/loading methods, if the USDA and MSEC consider the shipping and loading methods acceptable. No "lumping" or unloading fees can be charged for any USDA Foods deliveries.

2.20.9 The contractor is responsible for all USDA food received and must have loading dock ramps to accommodate at least two 53' (fifty-three foot) tractor trailers.

2.20.10 The contractor shall inspect for proper quality, condition, and temperature on arrival.

2.20.11 Refusal to accept USDA Foods cannot be based on lack of contractor capacity.

2.21 Liquidated Damages – Reimbursement for Loss

MSEC is reimbursed for each meal sold, providing the meal meets certain requirements. If the Contractor fails to deliver on time or delivers any item that does not meet the bid specifications, resulting in a loss of reimbursement to any District, the Contractor shall fully reimburse the District for the amount of the loss incurred.

2.22 Contractor ID Badges

Contractor employees may be required to acquire a Contractor ID badge to access a District building. The exact process and Contractor responsibilities for each District will be provided to the Contractor.

2.23 Contractor Employee Conduct

Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the terms and conditions of this Contract. The Contractor shall not permit employment of persons unfit or not skilled in tasks assigned to them. MSEC reserves the right to direct the Contractor to remove from the project site or performance of the contract any employee of the Contractor for misconduct, violations of the provisions of the Contract, or for any inappropriate interactions with students, faculty, or staff of MSEC. Such removal may, at the sole discretion of MSEC, be for the duration of the Contract, and shall occur at no increase in price.

2.24 Confidentiality

Contractor shall ensure the complete confidentiality of any and all information provided by MSEC, and gathered and developed by Contractor in the performance of this Contract. The material gathered, used and developed shall not be provided to any other party without the expressed written approval of MSEC.

2.25 Nutritional Analysis

Upon notification of award, the Contractor shall provide to MSEC a nutritional analysis for each proposed product including product formulation standards, CN labels. The information shall be submitted electronically to MSEC within 6 weeks of notification. The nutritional analysis shall include the following nutrient data:

- Calories (calories from fat and from saturated fat)
- Whole Grain equivalence
- Fat
- Saturated Fat
- Trans Fat (can naturally occur in produce with a letter of support from supplying company)
- Protein
- Calcium
- Iron
- Vitamin A
- Vitamin C
- Sodium
- Sugar
- Fiber
- Carbohydrates
- All snacks sold shall adhere to USDA Smart Snacks Standards

2.26 Contractor Representative

The Contractor shall provide a single representative to coordinate the program and who shall be accessible during regular business hours in the event of an emergency. The representative shall meet monthly with each District Representative either in-person, electronically, or via phone call, to discuss issues of concern. The representative shall accommodate an annual meeting which will include all MSEC representatives.

3. MSEC RESPONSIBILITIES

3.1 Access to the Premises

MSEC will provide access to applicable District locations as required and in consultation with the Contractor. Bidders are encouraged to visit each District’s website for a list of school holidays and other school closings.

3.2 MSEC District Contract Representatives

Caroline County Public Schools
 Beth Brewster, Supervisor of Food Services
 410-479-3261 x1223
brewster.amanda@ccpsstaff.org
 District Website: <https://www.carolineschools.org/>

Cecil County Public Schools
 G. Scott Heckert, Supervisor of Food and Nutrition
 410-996-6257
gsheckert@ccps.org
 District Website: <https://www.ccps.org/>

Dorchester County Public Schools
 Lisa Peters, Food Services Director
 410-901-6930
petersli@dcpsmd.org
 District Website: <http://dcps.k12.md.us/>

Kent County Public Schools

Judy Usilton, Supervisor of Food Services

410-778-7174

jusilton@kent.k12.md.us

District Website: <https://www.kent.k12.md.us/>

Somerset County Public Schools

David Scott, Manager of Food & Nutrition Services

410-651-1616

dscott@somerset.k12.md.us

District Website: <https://www.somerset.k12.md.us/>

Wicomico County Public Schools

Eric Goslee, Director of Food and Nutrition Services

410-677-4419

egoslee@wcboe.org

District Website: <https://www.wcboe.org/>

Worcester County Public Schools

Odtis Collins, Coordinator of Food Services

410-632-5015

ocollins@worcesterk12.org

District Website: <http://worcesterk12.org/>

3.3 Inspection of Services and Testing of Supplies and Services

The Contractor shall provide and maintain an inspection system acceptable to MSEC covering the supplies/services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to MSEC during contract performance and for as long afterwards as the contract requires.

MSEC has the right to inspect and test all materials/services in accordance with the contract, to the extent practicable at all times and places during the term of the contract. MSEC shall perform inspections and tests in a manner that will not unduly delay the work.

If MSEC performs inspections or tests on the premises of the Contractor or a Subcontractor, the Contractor shall furnish, and shall require Subcontractor to furnish, at no cost to MSEC, all reasonable facilities and assistance for the safe and convenient performance of these duties. The facilities and operating practices must, at all times, be in compliance with the United States Food Drug and Cosmetic Act as well as any State and local Statute, Regulation or Ordinance.

(1) No inspector other than an MSEC Agent may change any provision of the specifications or the contract without written authorization. The presence or absence of an inspector does not relieve the Contractor or Subcontractor from any requirements of the contract.

(2) When an inspection is made in the plant or place of business of a Contractor or Subcontractor, the Contractor or Subcontractor shall provide, without charge, all reasonable facilities and assistance for the safety and convenience of the person or persons performing the inspection or testing.

(3) Inspection or testing of supplies and services performed at the plant or place of business of any Contractor or Subcontractor shall be performed at reasonable times.

If any of the goods/services do not conform to contract requirements, MSEC may (1) require the Contractor to perform the services again in conformity with contract requirements, (2) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and/or (3) reduce the contract price to reflect the reduced value of the services performed.

If the Contractor fails to cure any defect or ensure future performance in conformity with contract requirements, MSEC may (1) by contract or otherwise acquire the supplies/services and charge to the Contractor any cost incurred by MSEC that is directly related to the acquisition of such material/service; and/or (2) terminate the contract for default.

3.4 Disclaimer

Representatives of MSEC's participating organizations have acted exclusively as agents of the consortium for the award, consummation and administration of this contract, and are not liable for any performance or non-performance on the part of any District.

4. INSURANCE REQUIREMENTS

The Contractor shall purchase and maintain during the life of the Contract, commercial general liability insurance, business automobile liability insurance, and workers' compensation insurance with limits of not less than those set forth below. The Contractor shall require similar coverage from any of its subcontractors. All coverage shall be with insurance carriers licensed and admitted to do business in Maryland and acceptable to MSEC.

Commercial General Liability

At least \$1,000,000 combined single limit coverage written on an occurrence basis covering all premises and operations and including Personal Injury, Independent Contractor, Contractual Liability and Products and Completed Operations. The general aggregate limit is to apply per project. On all Commercial General Liability Insurance policies, the Boards of Education of each county and all MSEC parties, administrators, executives, employees and volunteers shall be named as an additional insured, which shall be shown on the insurance certificates furnished under this Section.

Business Automobile Liability Insurance

At least \$1,000,000 Combined Single Limit any one accident to include owned, non-owned, and hired vehicles.

Workers' Compensation Insurance

Statutory benefits as required by Maryland law and/or, when required, the U.S. Longshoremen's and Harbor Workers' Compensation Act including standard Other States coverage; Employers' Liability coverage with limits of at least \$100,000 each accident/\$100,000 each employee disease/\$500,000 disease policy limit.

Upon notification of award, the Contractor shall provide MSEC with a Certificate of Insurance evidencing the required coverages. If the Contractor receives an insurer's non-renewal or cancellation notice while under contract, the Contractor shall send a copy within two business days of its receipt to MSEC. The Contractor, if requested by MSEC, shall provide certified true copies of any, or all, insurance policies.

Providing any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in any resulting Contract or for which the Contractor may be liable by law or otherwise.

Failure to provide and continue in force such insurance as required herein shall be deemed a material breach of Contract and shall operate as an immediate termination thereof.

5. WAIVER OF SUBROGATION

To the fullest extent permitted by law, the Contractor and its invitees, employees, officials, volunteers, agents and representatives waive any right of recovery against MSEC Parties, including the Boards of Education of each County, and each District's administrators, executives, employees or volunteers for any and all claims, liability, loss, damage, costs or expense (including attorney's fees) arising out of the services provided by Contractor under this Contract. Such waiver shall apply regardless of the cause of origin of the injury, loss or damage, including the negligence of MSEC and its elected and appointed officials, officers, volunteers, consultants, agents and employees. The Contractor shall advise its insurers of the foregoing and such insurance shall waive any right of subrogation by endorsement or otherwise.

6. ACKNOWLEDGEMENT OF CONTRACTOR'S INDEPENDENT CONTRACTOR STATUS AND NO COVERAGE FOR CONTRACTOR UNDER BOARD'S WORKER'S COMPENSATION COVERAGE

Contractor hereby acknowledges its status as an independent contractor while supplying, delivering or installing products or materials on behalf of the MSEC and that the MSEC's workers compensation coverage or self-insurance is not intended to and will not respond to cover any medical or indemnity loss arising out of injury to the Contractor or its employees during the Contractor's provision of goods or services to the MSEC. To the fullest extent permitted by law, the Contractor specifically waives any right of recovery against the MSEC and its elected and appointed officials, officers, volunteers, agents and participants for personal injury (and any resulting loss of income) suffered during the Contractor's contract with the MSEC. Such waiver shall apply regardless of the cause of origin of the injury, loss or damage, including the negligence of the MSEC and its elected and appointed officials, officers, volunteers, agents, and participants. The Contractor shall advise its insurers of the foregoing.

7. PRICING

All bid prices are fixed for the first year of the Contract. Price decreases are acceptable at any time, need not be verifiable, and are required should the contractor experience a decrease in costs associated with the execution of the contract.

Price adjustments from the contractor may be considered at renewal. The request is subject to approval by MSEC. The request must be submitted in writing at least 90 days prior to the renewal term and shall be accompanied by supporting documentation.

If an event or events should occur that, through no fault of the contractor, cause an unusual, unreasonable escalation and it would be unreasonable to wait until the next scheduled time for a price change, MSEC will listen to a request for repricing at a time other than set forth above.

Should the Contractor, at any time during the life of the contract, sell goods of similar quality to another customer, or advertise special discounts or sales, at a price below those quoted within the contract, the lowest discounted prices shall be offered to MSEC.

8. PROTECTION OF MSEC'S BUILDINGS, EQUIPMENT, AND VEGETATION

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on District property. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the District.

9. PERFORMANCE BOND

The Contractor shall furnish a Performance Bond in the amount of 100% of the Total Bid Amount. The Contractor shall deliver the Performance Bond, in the form provided in Attachment C, to MSEC upon notification of award and prior to contract execution. The Performance Bond shall be underwritten by a surety company authorized to do business in Maryland and shall be subject to approval by MSEC. The cost of this bond is to be included in the price bid and is not recoverable as a separate item. Failure by the Contractor to deliver the required performance bond by the specified time may cause the contractor's bid to be rejected and award may be made to the next lowest responsive bid from a responsible bidder.

10. CONTRACT DURATION

The contract term shall be for the period July 1, 2022 through June 30, 2023, and shall contain four additional one-year terms. Renewal is at the sole discretion of MSEC. All prices offered herein shall be firm against any price increase for the first year of the Contract. Any requested increase in contract pricing shall be submitted in writing at least 90 days prior to renewal and, if accepted by MSEC as part of a contract renewal, shall not exceed the increase in the Consumer Price Index as reported by the US Department of Labor for the latest available 12-month period at the time of contract renewal. Notification of renewal will be issued by MSEC at least 30 days prior to the end of the contract term.

Section IV: MANDATORY TERMS AND CONDITIONS

1. **COMPLIANCE WITH LAWS.** The Contractor hereby represents and warrants that:
- It is qualified to do business in the State of Maryland and that it will take such action as may be necessary to remain so qualified;
 - It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
 - It shall comply with all federal, State, and local laws, Board Policies and Regulations, and ordinances applicable to its activities and obligations under this Contract; and
 - It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract; and,
 - It shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office; and,
 - It shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act; and,
 - It shall comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. Section 1352; and,
 - It is HACCP (Hazard Analysis and Critical Control Program) certified; and,
 - All materials, supplies, equipment, and services supplied under this contract shall comply with the applicable U.S. and Maryland OSHA standards; and,
 - Maryland law shall govern the interpretation and enforcement of this Contract.

2. **RETENTION OF RECORDS**

The Contractor shall retain and maintain all records and documents relating to this contract for 5 years after final payment by MSEC hereunder or any applicable statute of limitation, whichever is longer, and shall make them available for inspection and audit by authorized representatives of MSEC, at all reasonable times.

3. **TERMINATION**

3.1 TERMINATION FOR DEFAULT

Should a Contractor fail to perform fully, faithfully and promptly any obligation owed to a MSEC under this contract, then MSEC may, at its election, consider the breach material and, notwithstanding any requirement of notice, terminate the contract in its entirety. Failure on the part of the Contractor to fulfill contractual obligations shall be considered just cause for termination of the contract, and the Contractor is not entitled to recover any cost incurred by the Contractor up to the date of termination. Such termination, or failure to terminate, by MSEC shall not be construed as a waiver of any other right or remedy afforded by law or by agreement between the parties which MSEC may have against Contractor. No failure of MSEC to utilize a remedy afforded by law or contract upon any breach by Contractor shall be construed as a waiver of the right to insist upon full, prompt and faithful performance of the particular obligation, and all other obligations of Contractor in the future. Contractor will be given notice and have 30 days to cure the breach identified by MSEC.

In the event that any contractor shall default, cancel or cause to have cancelled the contract, that contractor shall have forfeited the right to bid for contracts originating from the MSEC for twenty-four (24) months or two (2) contract periods, whichever is longer.

3.2 TERMINATION FOR CONVENIENCE

The performance of work under this contract may be terminated by MSEC in accordance with this clause in whole, or from time to time in part, whenever MSEC shall determine that such termination is in its best interest. Written notice will be given at least thirty (30) days in advance. MSEC shall pay all reasonable costs associated with the contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the contract; provided, however, that the Contractor shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination.

3.3 NONAVAILABILITY OF FUNDING

If any District fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this contract succeeding the first fiscal period, this contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this shall not affect either the District's rights or the Contractor's rights under any termination clause in this contract. The effect of termination of the contract hereunder shall be to discharge both the Contractor and the District from future performance of the contract, but not from their rights and obligations existing at the time of termination.

4. ASSIGNMENT

Contractor may not assign this contract to successors, associated companies, or any other parties for any reason without prior written approval of the MSEC.

5. PAYMENT

5.1 Contractor shall provide invoices at the time of delivery that show the original ordered amount and the total items delivered. Invoice charges shall be derived in accordance with the prices bid on the Price Bid Sheet. Contractor may indicate a prompt payment discount. The District shall verify invoices for accuracy and completeness. In the event that Contractor is not in default of any of the contract terms and conditions and invoice is accurate, the District shall cause said invoice to be timely paid.

5.2 Contractor agrees to include on the face of all invoices billed to the District, its Taxpayer Identification Number (Social Security Number for individuals and sole proprietors or the Federal Employer Identification Number for all other types of organizations), and the purchase order number.

5.3 No fees may be charged for the method of payment selected by each District.

6. INDEMNIFICATION OF MSEC

To the fullest extent permitted by law the Contractor shall indemnify and hold harmless MSEC Parties, including its Boards of Education, administrators, executives, employees and volunteers, against and from all suits, actions, claims, demands, damages, losses, expenses and/or costs of every kind and description to which MSEC may be subjected or put, including but not exclusively so, by reason of injury (including death) to persons or damage to property, in any way resulting from Contractor's performance of the work specified herein or performed under this contract, or any part thereof, or by or on account of any act or omission of the Contractor, its agents or employees, whether such suits, actions, claims, demands, damages, losses, expenses and/or costs be against, suffered or sustained by MSEC Parties, including each Board of Education, administrators, executives, employees and volunteers, or be against, suffered or sustained by other corporations and persons to whom MSEC Parties, including its Board of Education, administrators, executives, employees and volunteers, may become liable therefore, except that Contractor shall not indemnify and save harmless MSEC Parties, including its Board of Education, administrators, executives, employees and volunteers, against and from all suits, actions, claims, demands, damages, losses, expenses and/or costs arising from or due to the negligence of MSEC Parties, including its Board of Education, administrators, executives, employees and volunteers. The whole, or so much of the moneys due, or to become due the Contractor under the contract, as may be considered necessary by MSEC, may be retained by MSEC until such suits or claims for damages shall have been settled, or otherwise disposed of, and satisfactory evidence to that effect furnished to MSEC.

7. CODE OF ETHICS

This solicitation is governed by the Board of Education of Caroline County Policy I.10.50.

8. CONFLICT OF INTEREST

Bidders are advised that an MSEC employee *may not own or have a financial interest in* an entity that has negotiated or entered into a contract with any participating School System or Board. Bidders who have any interest which may conflict or appear to conflict with the interest of MSEC must advise MSEC in writing as soon as possible but no later than the bid due date. Such notice shall include the name of the Contractor and the nature of the conflict of interest. The Superintendent, or designee, will review the matter and make a written determination.

9. DISPUTES

This contract shall be subject to the provision of the Board of Education of Caroline County Policy I.10.50. Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the contract.

10. REGULATIONS

The policies established by the Board of Education of Caroline County and administration regulations in effect on the date of execution of this Contract are applicable to this Contract.

11. WAIVER

No provision of these contract documents shall be deemed to have been waived unless such waiver is in writing. Any waiver shall extend to the particular case only and only in the manner specified, and shall not be construed in any way to be a waiver of any further or other rights in the same or different circumstances.

12. NON-DISCRIMINATION CLAUSE

The Board of Education of Caroline County prohibits discrimination in matters affecting admissions, employment, treatment, or in providing access to programs or activities on the basis of actual or perceived race, color, religion, national origin, sex, age, marital status, sexual orientation, genetic information, gender identity, or disability.

13. CONTRACT MODIFICATIONS

13.1 Modifications to the Contract may be made only with the written agreement of both parties unless an express unilateral right is identified herein. After award of contract, questions and correspondence relative to requests to modify the specifications, terms or conditions of the contract must be directed to Ms. Beth Brewster, Caroline County Public Schools, and Ms. Susan Phillips, Purchasing Agent.

13.2 Requests to modify terms that are unique to each District must be directed to that District's Representative.

14. FORCE MAJEURE

Force Majeure is defined as an occurrence beyond the control of the affected party and not avoidable by reason of diligence. It includes the acts of nature, war, riots, strikes, fire, floods, epidemics, pandemics, natural disasters, or other similar occurrences. If either party is delayed by force majeure, said party shall provide written notification to the other within 48 hours. Delays shall cease as soon as practicable and written notification of same provided. The time of contract completion may be extended by contract modification, for a period of time equal to that delay caused under this condition. MSEC may also consider requests for price increase for raw materials that are directly attributable to the cause of delay. MSEC reserves the right to cancel the contract and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor shall have no recourse against MSEC. Further, except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure as defined herein.

15. SEVERABILITY

Should any clause or paragraph found herein be considered by court action to be illegal, invalid, inoperative, or unenforceable, it shall be modified or removed accordingly. However, the modification or removal of a clause or paragraph shall not serve to nullify the Contract. All other clauses and paragraphs shall remain enforceable as written.

16. U.S. DEPARTMENT OF AGRICULTURE (USDA) NONDISCRIMINATION STATEMENT

In accordance with Federal civil rights law and USDA civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

17. DRUG, ALCOHOL AND TOBACCO-FREE WORKPLACE

The use of drugs, alcohol, and tobacco products is not permitted on school property. All properties of each District are drug, tobacco, and alcohol-free zones as designated by local and state laws and policies. Neither the Contractor nor any of its employees or subcontractors are permitted to have any drugs, tobacco, or

alcohol product on any school property. Failure to comply with this clause is considered a material breach of contract that may result in immediate termination.

18. NON-HIRING OF OFFICIALS AND EMPLOYEES.

No official or employee of MSEC whose duties include matters relating to or affecting the subject matter of this contract shall, during the pendency and term of this contract and while serving as an official or employee of MSEC, become or be an employee of the Contractor or any entity that is a subcontractor on this contract.

19. SEX OFFENDER NOTIFICATION

Maryland Law requires sex offenders to register with the local law enforcement agency in the county in which they will reside, work, or attend school. See *Criminal Procedure Article, §11-707, Annotated Code of Maryland*. A Contractor may not knowingly employ an individual to work at a school if the individual is a registrant. A Contractor violating this Law is guilty of a misdemeanor and may be subject to imprisonment not exceeding five years or a fine not exceeding \$5,000, or both. See *Section 11-722 of the Criminal Procedure Article, Annotated Code of Maryland*.

Other Crimes

A Contractor or subcontractor may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of:

- Section 3-307 of the Criminal Law Article, Maryland Annotated Code, *Sexual Offense in the Third Degree*;
- Section 3-308 of the Criminal Law Article, Maryland Annotated Code, *Sexual Offense in the Fourth Degree*;
- An offense under the laws of another state that would constitute a violation of Sections 3-307 or 3-308 of the Criminal Law Article if committed in Maryland;
- Child sexual abuse under Section 3-602 of the Criminal Law Article, Annotated Code of Maryland;
- An offense under the laws of another state that would constitute child sexual abuse under Section 3-602 of the Criminal Law Article if committed in Maryland;
- A crime of violence as defined in Section 14-101 of the Criminal Law Article, Annotated Code of Maryland; or
- An offense under the laws of another state that would constitute a crime of violence under Section 14-101 of the Criminal Law Article if committed in Maryland.

See *Education Article, §6-113, Annotated Code of Maryland*

Contractor shall screen its workforce to ensure compliance with the above requirements and that a Registered Sex Offender does not perform work at a county public school, and shall also ensure that a subcontractor and/or independent Contractor conducts screening of its personnel who may work at a school. The term workforce is intended to refer to all of the Contractor's direct employees and subcontractors and/or independent Contractors it uses to perform the work. Violations of this provision may cause MSEC to take action against the Contractor up to and including termination of the contract.

Section V: BIDDER QUESTIONS

Failure to submit this completed document will determine the bid as non-responsive.

Bidder Name: _____

BIDDERS MUST PROVIDE A WRITTEN RESPONSE TO EACH QUESTION AND SUBMIT THIS COMPLETED DOCUMENT WITH THEIR BID (use additional sheets if necessary).

Will you use subcontractors on this project? If so, provide the company name(s) and role/s of subcontractor/s: .

Will you use a third party to deliver the products? If so, provide company name: _____

List your vehicle inventory of refrigerated and non-refrigerated trucks you intend to utilize to affect an efficient day-to-day delivery schedule to ESMEC (or the inventory of third party if a third party is being used): _____

How many vehicles and drivers do you anticipate utilizing to administer this contract?: _____

Are the delivery trucks being used to deliver products temperature controlled to maintain correct temperature for all products? _____

Are the delivery trucks being used to deliver products equipped with a back-up alarm and are they in compliance with Maryland's Transportation Article, Section 22-402? _____

Describe in terms of square footage the warehouse facilities you intend to use to safely and securely store the quantity of products required by these specifications and show you have the physical capacity to procure and store the merchandise covered by the contract. All items must be delivered in their appropriate state that is frozen, refrigerated or dry storage. Refrigeration facilities used for storing and delivering chilled and frozen products must meet recommendations of the Maryland State Department of Health.: _____

Identify the Project Manager and provide background information. _____

Identify any other personnel to be assigned in a supervisory capacity to this contract and describe their experience. _____

Do all items bid conform to the standards published in the USDA Food Buying Guide for the School Lunch Program? _____

Does your company comply with the Buy American provision? _____

Section V: *BIDDER QUESTIONS (cont'd)*

Failure to submit this completed document will determine the bid as non-responsive.

Does your company accept the following forms of payment? (check all that are accepted): _____

_____ Check

_____ ACH

_____ E-Payable

_____ Credit Card (P-card)

Section VI: PRICE BID SHEET

Bid prices shall be submitted as follows and shall include all costs associated with the performance of this RFB. This includes, but is not limited to, salaries/wages, materials, equipment, fees, transportation, freight, overhead, taxes, profit and any other related costs. All contract pricing is F.O.B. Destination and shall include freight. No additional surcharges may be applied throughout the term of the contract nor will additional costs be paid.

Price bids shall be submitted on the basis of price per unit. Unit price must be given for each item and the total price must be extended. In the instance of a discrepancy between the unit price and the extended price, the unit price shall prevail. The quantities listed in the Bid Worksheets are estimates for bid evaluation purposes only unless otherwise stated herein. Payment term discounts will not be considered.

All bid prices and notations must be in ink. No erasures are permitted. Errors may be crossed out and corrections printed in ink adjacent to the crossed-out error or in any margin or some other visible and appropriate place on the same page as the correction. The explanation need only be the full name of the person having initialed the correction and shall be printed in ink.

Note: Unit prices bid must be rounded to 2 decimal points.

The Bid Worksheet of all food items is provided in a separate Excel document. That document must be completed and returned with this Price Bid Sheet. Transfer the total sums for each category from each sheet within the Bid Worksheet. Return one hard copy and one electronic copy in Excel format.

- A. Canned and Packaged Goods Total: \$ _____
- B. Frozen and Refrigerated Goods Total: \$ _____
- C. USDA Foods Total: \$ _____
- D. USDA Food Storage & Delivery: \$ _____

- TOTAL BID AMOUNT (SUM OF A, B, C, D) \$ _____**

Note: Please indicate if you use a Value Pass Through Method other than listed in 2.20.2: _____

The undersigned certifies that the bidder has carefully examined the bid instructions and specifications and agrees to perform the Contract including, without limitation, providing and furnishing any and all of the labor, materials, tools, equipment, and services necessary. The bidder hereby agrees to furnish the required work at the prices and terms stated.

I acknowledge receipt of the following amendments (list # and date): _____

Bidder Name: _____

Price Bid Compiled by: _____ (print)

_____ (sign and date)

Attachment A – Bid/Contract Affidavit

A. AUTHORITY

I HEREBY AFFIRM THAT: I, _____ (name of affiant) am the _____ (title) and duly authorized representative of _____ (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT:

The business named above is a (check applicable items):

- (1) Corporation: ___ domestic or ___ foreign;
- (2) Limited Liability Company: ___ domestic or ___ foreign;
- (3) Partnership: ___ domestic or ___ foreign;
- (4) Statutory Trust: ___ domestic or ___ foreign;
- (5) ___ Sole Proprietorship

and is registered or qualified as required under Maryland Law.

I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID Number: _____

Address: _____

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID Number: _____

Address: _____

C. EMPLOYMENT OF SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS

I further affirm that I am aware of, and the above business will comply with, the following requirements of Section 11-722 of the Criminal Procedure Article, and Section 6-113 of the Education Article, Annotated Code of Maryland:

Maryland Law requires sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work, or attend school. A Contractor may not knowingly employ an individual to work at a school if the individual is a registrant. A Contractor violating this Law is guilty of a misdemeanor and may be subject to imprisonment not exceeding five years or a fine not exceeding \$5,000, or both.

See *Section 11-722 of the Criminal Procedure Article, Annotated Code of Maryland.*

A Contractor or Subcontractor may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of:

- 1) Section 3-307 of the Criminal Law Article, Maryland Annotated Code, *Sexual Offense in the Third Degree*;
- 2) Section 3-308 of the Criminal Law Article, Maryland Annotated Code, *Sexual Offense in the Fourth Degree*;
- 3) An offense under the laws of another state that would constitute a violation of Sections 3-307 or 3-308 of the Criminal Law Article if committed in Maryland;
- 4) Child sexual abuse under Section 3-602 of the Criminal Law Article, Annotated Code of Maryland;
- 5) An offense under the laws of another state that would constitute child sexual abuse under Section 3-602 of the Criminal Law Article if committed in Maryland;
- 6) A crime of violence as defined in Section 14-101 of the Criminal Law Article, Annotated Code of Maryland; or
- 7) An offense under the laws of another state that would constitute a crime of violence under Section 14-101 of the Criminal Law Article if committed in Maryland.

See Section 6-113 of the Education Article, Annotated Code of Maryland

D. CONTRACTOR SCREENING OF EMPLOYMENT APPLICANTS HAVING DIRECT CONTACT WITH MINORS

In addition to the requirements of Section C above, Contractor shall comply with the requirements of Section 6-113.2 of the Education Article, Maryland Annotated Code, regarding screening of applicants for employment.

E. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I further affirm, neither I or to the best of my knowledge, the above firm, nor any of its officers, directors, or partners, or any of its employees directly involved in obtaining contracts with the State or any County, bi-County, or multi-County agency, or subdivision of the State have been convicted of, or have pleaded nolo contendere to a charge of, or have during the course of any official investigation or other proceeding admitted in writing or under oath, acts or omissions committed after July 1, 1977 which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any other State or the Federal government.

F. AFFIRMATION REGARDING COLLUSION

I further affirm that neither I nor, to the best of my knowledge, information and belief, the above business has:

- 1) Agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted; or,
- 2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid/ proposal price of the bidder/offoror of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

G. AFFIRMATION REGARDING SUSPENSION AND DEBARMENT

I further affirm that neither I nor, to the best of my knowledge, information and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (use a separate sheet to list each debarment or suspension, providing the dates of the suspension or debarment, the name of the public entity, the status of the proceedings, the name(s) and position of the parties involved, and all pertinent details).

I further affirm that (1) the business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Section 16-101, et seq, of the State Finance and Procurement Article of the Annotated Code of Maryland; and, (2) the business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (indicate the reasons why the affirmations cannot be given without qualification): _____

H. AFFIRMATION REGARDING LOBBYING

The Contractor will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and certifies to the tier above that it will not and has not used Federal appropriated funds to pay a person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by U.S.C. 1352. If applicable, contractor will compete the disclosure of lobbying with non-Federal funds using Lobbying Activities Form (Form SF-LLL) and submit to MSEC annually.

Violations of any of these provisions may result in immediate termination for cause.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

By (printed name of Affiant): _____

(Signature of Affiant): _____

**Attachment B - Delivery Locations
Caroline County Schools**

DELIVERY ADDRESSES AND FOOD SERVICES CONTACT INFORMATION

Greensboro Elementary School
625 North Main Street
Greensboro, MD 21632
Cafeteria Manager - Faye Harris
Cafeteria Phone # - 410-482-6353
Email - harris.faye@ccpsstaff.org

Lockerman Middle School
410 Lockerman Street
Denton, MD 21629
Cafeteria Manager - Elizabeth Alley
Cafeteria Phone # - 410-479-2762
Email - alley.elizabeth@ccpsstaff.org

Ridgely Elementary School
118 North Central Avenue
Ridgely, MD 21660
Cafeteria Manager - Shana Gustafson
Cafeteria Phone # - 410-634-2106
Email - gustafson.shana@ccpsstaff.org

Colonel Richardson Middle School
25390 Richardson Road
Federalsburg, MD 21632
Cafeteria Manager - Debbie Regulski
Cafeteria Phone # - 410-754-8461
Email - regulski.eborah@ccpsstaff.org

Denton Elementary School
303 Sharp Road
Denton, MD 21629
Cafeteria Manager - Mary Bailey
Cafeteria Phone # - 410-479-0224
Email - bailey.mary@ccpsstaff.org

North Caroline High School
10990 River Road
Ridgely, MD 21660
Cafeteria Manager - Penny Boyd
Cafeteria Phone # - 410-479-1995
Email - boyd.penny@ccpsstaff.org

Preston Elementary School
225 Main Street
Preston, MD 21655
Cafeteria Manager - Brenda Rostien
Cafeteria Phone # - 410-673-7567
Email - rostien.brenda@ccpsstaff.org

Colonel Richardson High School
25320 Richardson Road
Federalsburg, MD 21632
Cafeteria Manager - Tammie Cook
Cafeteria Phone # - 410-754-5582
Email - cook.tammie@ccpsstaff.org

Federalsburg Elementary School
302 University Ave.
Federalsburg, MD 21632
Cafeteria Manager - Ashley Eason
Cafeteria Phone # - 410-754-5485
Email - eason.ashley@ccpsstaff.org

CCPS Warehouse
11348 Greensboro Road
Denton, MD 21629
Samantha Figueroa, Food Service Operations Manager
Email - figueroa.samantha@ccpsstaff.org

**All food service bills/statements should be Emailed to:
Attn: Amy Crawford, crawford.amy@ccpsstaff.org**

**Attachment B - Delivery Locations
Cecil County Schools**

DELIVERY ADDRESSES AND CONTACT INFORMATION

<i>School Addresses</i>	<i>Contact Name</i>	<i>Phone #</i>	<i>Kitchen Hours</i>
Bainbridge Elementary 41 Preston Drive Port Deposit, MD 21904	Jody Adams jadams@ccps.org	410-996-6030 Ext. 25051	6:30 AM - 2:00 PM
Bay View Elementary 910 North East Road North East, MD 21901	Christen Jones cijones@ccps.org	410-996-6230 Ext. 21051	6:30 AM - 2:00 PM
Calvert Elementary 79 Brick Meetinghouse Road Rising Sun, MD 21911	Tanya Nolan tnolan@ccps.org	410-658-5335 Ext. 22051	7:30 AM - 1:30 PM
Cecil Manor Elementary 971 Elk Mills Road Elkton, MD 21921	Kim Hayden kahayden@ccps.org	410-996-5090 Ext. 23051	6:30 AM - 2:00 PM
Cecilton Elementary 251 West Main Street Cecilton, MD 21913	Gabrielle Childs glchilds@ccps.org	410-275-1000	7:45 AM - 1:45 PM
Charlestown Elementary 550 Baltimore Street Charlestown, MD 21914	Laura Marziano lmorziano@ccps.org	410-996-6240 Ext. 24051	7:30 AM - 1:30 PM
Chesapeake City Elementary 2801 Augustine Herman Highway Chesapeake City, MD 21915	Leah Coleman lacoleman@ccps.org	410-885-2085 Ext. 26051	7:45 AM - 1:45 PM
Conowingo Elementary 471 Rowlandsville Road Conowingo, MD 21918	Barbara Lines balines@ccps.org	410-996-6040 Ext. 27051	7:45 AM - 1:45 PM
Elk Neck Elementary 41 Racine School Road Elkton, MD 21921	Debbie Choplinsky dlechlinsky@ccps.org	410-996-5030 Ext. 28051	7:30 AM - 1:30 PM
Gilpin Manor Elementary 203 Newark Avenue Elkton, MD 21921	Brenda Ream blream@ccps.org	410-996-5040 Ext. 54395	6:00 AM - 1:30 PM
Holly Hall Elementary 233 White Hall Road Elkton, MD 21921	Bob Kline rkline@ccps.org	410-996-5050 Ext. 30051	6:30 AM - 2:30 PM
Kenmore Elementary 2475 Singerly Road Elkton, MD 21921	Ronda Graham rsgraham@ccps.org	410-996-5060 Ext. 31051	7:30 AM - 1:30 PM
Leeds Elementary 615 Deaver Road Elkton, MD 21921	Christina Offidani cmoffidani@ccps.org	410-996-5070 Ext. 54397	7:30 AM - 1:30 PM
North East Elementary 301 Thomas Avenue North East, MD 21901	Erika Patrick enpatrick@ccps.org	410-996-6220 Ext. 32051	6:15 AM - 1:45 PM
Perryville Elementary 901 Maywood Avenue Perryville, MD 21903	Sandra Blake sblake@ccps.org	410-642-6540 Ext. 54396	6:30 AM - 2:00 PM

**Attachment B - Delivery Locations
Cecil County Schools (cont'd)**

DELIVERY ADDRESSES AND CONTACT INFORMATION

<i>School Addresses</i>	<i>Contact Name</i>	<i>Phone #</i>	<i>Kitchen Hours</i>
Rising Sun Elementary 500 Hopewell Road Rising Sun, MD 21911	Amber Timmons altimmons@ccps.org	410-658-5925 Ext. 20051	6:30 AM - 2:00 PM
Thomson Estates Elementary 203 East Thomson Drive Elkton, MD 21921	Lesley Damron ladamron@ccps.org	410-996-5080 Ext. 36051	6:45 AM - 2:15 PM
Cherry Hill Middle 2535 Singerly Road Elkton, MD 21921	Karen Harris keharris@ccps.org	410-996-5020 Ext. 38051	6:30 AM - 2:00 PM
Elkton Middle 615 North Street Elkton, MD 21921	Becky Roberts rjroberts@ccps.org	410-996-5010 Ext. 35051	6:30 AM - 2:00 PM
North East Middle 200 Cecil Avenue North East, MD 21921	Nancy Horton nhorton@ccps.org	410-996-6210 Ext. 40051	6:30 AM - 2:00 PM
Perryville Middle 850 Aiken Avenue Perryville, MD 21903	Patty Church pachurch@ccps.org	410-996-6010 Ext.41051	6:15 AM - 1:45 PM
Rising Sun Middle 289 Pearl Street Rising Sun, MD 21911	Jennifer Greenleaf jwgreenleaf@ccps.org	410-658-5535 Ext. 42051	6:30 AM - 2:00 PM
Bohemia Manor Middle/High 2755 Augustine Herman Highway Chesapeake City, MD 21915	Holly Hazlett-Haggerty hzhazletthaggerty@ccps.org	410-885-2075 Ext. 43051	6:15 AM - 2:15 PM
Elkton High 110 James Street Elkton, MD 21921	Julie Jackson jjackson@ccps.org	410-996-5000 Ext. 44051	5:30 AM - 1:30 PM
North East High 300 Irishtown Road North East, MD 21901	Deborah Bryan dbryan@ccps.org	410-996-6200 Ext. 45051	6:30 AM - 2:30 PM
Perryville High 1696 Perryville Road Perryville, MD 21903	Lauren Schmid lschmid@ccps.org	410-996-6000 Ext. 46051	6:15 AM - 1:45 PM
Rising Sun High 100 Tiger Drive North East, MD 21901	Donna Wilson dmwilson@ccps.org	410-658-9115 Ext. 47051	6:00 AM - 2:00 PM
Cecil County School of Tech. 912 Appleton Road Elkton, MD 21921	Rachel Henley rhenley@ccps.org	410-392-8879	7:30 AM - 1:30 PM
Food & Nutrition Office 900 North East Road North East, MD 21901 410-996-6257	Scott Heckert Geoff Sudzina David Graham Tom Bates	51703 51707 51702 51701	443-907-4102 443-907-6535 443-941-4079 443-553-0499

Attachment B - Delivery Locations Dorchester County Schools

DELIVERY ADDRESSES AND FOOD SERVICES CONTACT INFORMATION

Choptank Elementary

1103 Maces Lane
Cambridge, MD 21613
Cafeteria Manager - Tamara Gunjak
Phone # 410-228-4950
Email gunjak@dcpsmd.org

Sandy Hill Elementary

1503 Glasgow St
Cambridge, MD 21613
Cafeteria Manager - Arlene Paul
Phone # 410-228-7978
Email paula@dcpsmd.org

Maple Elementary

5225 Egypt Rd
Cambridge, MD 21613
Cafeteria Manager - Shannon Proffitt
Phone # 410-228-8577
Email proffitts@dcpsmd.org

South Dorchester K8

3485 Golden Hill Rd
Church Creek, MD 21622
Cafeteria Manager - Kathy Robinson
Phone # 410-397-3434
Email robinsonk@dcpsmd.org

Maces Lane Middle

1101 Maces Lane
Cambridge, MD 21613
Cafeteria Manager - Jeannie Lowe
Phone # 410-228-2111
Email lowej@dcpsmd.org

Cambridge South Dorchester High

2475 Cambridge Beltway
Cambridge, MD 21613
Cafeteria Manager – Kelly Hornsby
Phone # 410-901-6912
Email hornsbyk@dcpsmd.org

Warwick Elementary

155 Main St
Secretary, MD 21664
Cafeteria Manager - Clara Burton
Phone # 410-943-3588
Email burtonc@dcpsmd.org

Hurlock Elementary

301 Charles St
Hurlock, MD 21643
Cafeteria Manager - Roxanne Stivers
Phone # 410-943-3303
Email stiversr@dcpsmd.org

Vienna Elementary

4905 Ocean Gateway
Vienna, MD 21869
Cafeteria Manager - Katie Harrington
Phone # 410-943-3775
Email harringtonk@dcpsmd.org

North Dorchester Middle

5745 Cloverdale Rd
Hurlock, MD 21643
Cafeteria Manager - Jennifer Bradley
Phone # 410-943-3322
Email bradleyj@dcpsmd.org

North Dorchester High

5875 Cloverdale Rd
Hurlock, MD 21643
Cafeteria Manager – Mary Jane Willey
Phone # 410-943-4511
Email willeym@dcpsmd.org

**Attachment B - Delivery Locations
Kent County Schools**

Kent County Public Schools Warehouse
at H H Garnet Elementary School
320 Calvert Street
Chestertown, MD 21661

**Attachment B - Delivery Locations
Somerset County Schools**

Delivery locations

Crisfield High School: Susan Corbin 410 968-1624
210 N. Somerset Ave.
Crisfield MD 21817

Deal Island School: Debbie White 410 784-2273
23275 Lola Wheatley Rd.
Deal Island MD 21821

Greenwood Elementary School: Lisa Sheh 410 651-0060
11412 Dryden Rd.
Princess Anne MD 21853

Princess Anne Elementary School: Doug Nelson 410 651-1055
11576 Lankford St.
Princess Anne MD 21853

Somerset Intermediate School: Kim Tyler 410 621-1065
7970 Tawes Campus Dr.
Westover MD 21871

Washington High School: Cassandra Johnson 410 651 0430
10902 Old Princess Anne Rd.
Princess Anne MD 21853

Woodson Elementary School: Cindy Gerald 410 968-1906
281A Woodson School Rd.
Crisfield MD 21817

Attachment B - Delivery Locations Wicomico County Schools

Wicomico County Public Schools
Department of Food Nutrition Services
101 Long Avenue Salisbury, MD 21802

School Information:				
School	Address	Phone	Manager/Satellite Leader	Email
Beaver Run	31481 Old Ocean City Rd. Salisbury, MD 21804	410-677-5192	Emma Greene	egreene@wcboe.org
Bennett Middle	532 S. Division Street Fruitland, MD 21826	410-677-5129	Debbie Jones	djones@wcboe.org
Chipman	711 Lake Street Salisbury, MD 21804	410-677-5884	Cindy Bower	cbower@wcboe.org
Choices (food from WIHi)	502 Calloway Street Salisbury, MD 21804	410-677-5222	Christine Gove	cgove@wcboe.org
Delmar	811 South 2nd Street Delmar, MD 21875	410-677-5181	Pam Crockett	pcrocket@wcboe.org
East Salisbury	1201 Old Ocean City Rd. Salisbury, MD 21804	410-677-5874	Pam Matsatsos	pmatsatso@wcboe.org
Fruitland Primary	301 N. Division St. Fruitland, MD 21826	410-677-5174	Benita Watson	bwatson@wcboe.org
Fruitland Intermediate	208 W. Main Street Fruitland, MD 21826	410-677-5891	Billye Harrison	bharriso@wcboe.org
J.M.B. High	1615 Glen Avenue Salisbury, MD 21804	410-677-5123	Vondilyn Jackson	vjackson@wcboe.org
Glen Avenue	1615 Glen Avenue Salisbury, MD 21804	410-677-5843	Farren Hilliard	fhilliard@wcboe.org
Mardela	24940 Delmar Road Mardela Springs, MD 21837	410-677-5164	Yolanda Wheatley	ywheatle@wcboe.org
North Salisbury	1213 Emerson Ave. Salisbury, MD 21801	410-677-5833	Mary Ludemann	mludeman@wcboe.org
Northwestern	9975 Sharptown Rd. Mardela Springs, MD 21837	410-677-5853	April Adams	aadams@wcboe.org
Parkside	1015 Beaglin Park Dr. Salisbury, MD 21804	410-677-5108	April Burchette	aburchet@wcboe.org
Pemberton	1300 Pemberton Drive Salisbury, MD 21801	410-677-5847	Melissa Deshields	mdeshiel@wcboe.org
Pittsville	34404 Old Ocean City Rd. Pittsville, MD 21850	410-677-5898	Heather Truitt	htruitt@wcboe.org
Pinehurst	520 S. Pinehurst Ave. Salisbury, MD 21801	410-677-5857	Ellen Doran	edoran@wcboe.org
Prince St.	400 Prince Street Salisbury, MD 21804	410-677-5837	Kathy Griffith	kgriffit@wcboe.org
Salisbury Middle	607 Morris Street Salisbury, MD 21801	410-677-5112	Charity Steinacker	csteinac@wcboe.org
Westside Primary	6046 Quantico Rd. Quantico, MD 21856	410-677-5864	Dawn Llinas	dllinas@wcboe.org
Westside Intermediate	8000 Quantico Rd. Hebron, MD 21830	410-677-5136	Robin Van Loan	rvanloan@wcboe.org
West Salisbury	1321 West Road Salisbury, MD 21801	410-677-5867	Ingrid Wisner	iwisner@wcboe.org
Wicomico Middle	635 E. Main Street Salisbury, MD 21804	410-677-5196	Casey Truitt	ctruitt@wcboe.org
Wicomico High	201 Long Avenue Salisbury, MD 21804	410-677-5156	Christine Gove	cgrove@wcboe.org
Willards	36161 Richland Rd. Willards, MD 21874	410-677-5831	Lauren Truitt	ltruitt@wcboe.org
WELC (Food from WIHi)	1101 Robert Street Salisbury, MD 21804	410-677-5901	Christine Gove	cgrove@wcboe.org
Department Information:				
Eric Goslee	Director	410-677-4545	egoslee@wcboe.org	
Kim Dukes	Area Manager	410-677-4541	kdukes@wcboe.org	
Meg Strobach	Administrative Assistant	410-677-4442	mstrobac@wcboe.org	
Shirley Abbott	Accounting Associate	410-677-4569	sabbott@wcboe.org	
Kenya Corbin	FARMS/Sales Manager	410-677-4419	kcobin@wcboe.org	
Tony White	Food Service Tech	410-677-5916	towhite@wcboe.org	

**Attachment B - Delivery Locations
Worcester County Schools**

BUCKINGHAM ELEMENTARY
100 Buckingham Road
Berlin, MD 21811

BERLIN INTERMEDIATE
309 Franklin Avenue
Berlin, MD 21811

STEPHEN DECATUR MIDDLE
9815 Seahawk Rd
Berlin, MD 21811

OCEAN CITY ELEMENTARY
12828 Center Drive
Ocean City, MD 21842

SHOWELL ELEMENTARY
11318 Showell School Road
Berlin, MD 21811

STEPHEN DECATUR HIGH
9913 Seahawk Road
Berlin, MD 21811

SNOW HILL HIGH
305 South Church Street
Snow Hill, MD 21863

SNOW HILL MIDDLE
522 Coulbourne Lane
Snow Hill, MD 21863

SNOW HILL ELEMENTARY
515 Coulbourne Lane
Snow Hill, MD 21863

POCOMOKE HIGH
1817 Old Virginia Road
Pocomoke, MD 21851

POCOMOKE MIDDLE
800 Eighth Street
Pocomoke, MD 21851

POCOMOKE ELEMENTARY
2119 Pocomoke Beltway
Pocomoke, MD 21851

Worcester County Café
6270 Worcester Highway
Newark, MD 21841

Attachment C – Performance Bond

Principal Name and Address: _____, and, Surety: _____, a corporation of the State of _____ and authorized to do business in the State of Maryland, are held and firmly bound unto The Board of Education of Caroline County ("Obligee"), in the total aggregate Penal Sum of Bond (express in words and figures) _____.

The condition of this obligation is such that whereas, the Principal entered into a certain contract with the Obligee dated _____, 20____, for _____(description of contract), Contract Number: _____.

KNOW ALL BY THESE PRESENTS, That we, the Principal named above and Surety named above, are held and firmly bound unto the Obligee named above in the Penal Sum of this Performance Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents. However, where Surety is composed of corporations acting as co-sureties, we the co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a contract with the State of Maryland, by and through the Administration named above acting for the State of Maryland, which contract is described and dated as shown above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred as "the Contract."

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed.

NOW, THEREFORE, during the original term of said Contract, during any extensions thereto that may be granted by the Administration, and during the guarantee and warranty period, if any, required under the Contract, unless otherwise stated therein, this Performance Bond shall remain in full force and effect unless and until the following terms and conditions are met:

- 1. Principal shall well and truly perform the Contract; and
2. Principal and Surety shall comply with the terms and conditions in this Performance Bond.

Whenever Principal shall be declared by the Administration to be in default under the Contract, the Surety may, within 15 days after notice of default from the Administration, notify the Administration of its election to either promptly proceed to remedy the default or promptly proceed to complete the contract in accordance with and subject to its terms and conditions. In the event the Surety does not elect to exercise either of the above stated options, then the Administration thereupon shall have the remaining contract work completed, Surety to remain liable hereunder for all expenses of completion up to but not exceeding the penal sum stated above.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this Performance Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

MSEC RFB 22-013 FOOD AND FOOD RELATED ITEMS

This Performance Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Performance Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below the name of the partnership or joint venture, and each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution of power of attorney authorizing such action, and each such duly authorized representative to sign below and set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

In Presence of:
Witness:
_____ as to

Individual or Corporate Principal
_____(SEAL)

In Presence of:
Witness:

Co-Partnership Principal
_____(SEAL)
(Name of Co-Partnership)

Attest:

Signature

(Individual or Corporate Surety)

Bonding Agent's Name:

By: _____(SEAL)

Agent's Address:

Title: _____

Attachment D – Allergen & Sensitive Ingredient Statement

(One form per supplied item)

Product: _____

Product Code #: _____

Company: _____

Contact Name & Number: _____

Complete the following for each product that you supply:

<u>Component</u>	<u>Present in Product (check Yes or No)</u>	
Milk	_____ Yes	_____ No
Egg	_____ Yes	_____ No
Peanut	_____ Yes	_____ No
Tree Nut	_____ Yes	_____ No
Fish	_____ Yes	_____ No
Shellfish	_____ Yes	_____ No
Soy	_____ Yes	_____ No
Wheat	_____ Yes	_____ No

Is there a policy to prevent cross contamination? _____ Yes _____ No

Is this product produced in a peanut-free facility? _____ Yes _____ No

Is this product produced in a tree nut-free facility? _____ Yes _____ No

If for any reason there are modifications to this product, you are responsible for updating your records and notifying MSEC immediately.

Form completed by:

Printed Name

Signature

Title

Date

Attachment E – Product Hold/Recall Form

School District:

Check all that apply:

- Caroline County Public Schools
- Cecil County Public Schools
- Dorchester County Public Schools
- Kent County Public School
- Somerset County Public Schools
- Wicomico County Public Schools
- Worcester County Public Schools

PROCESSOR HOLD AND RECALL CONTACT INFORMATION

Name of Processor: _____

Primary Contact

Name: _____

Primary Contact #: _____

Secondary Contact #: _____

Email Address: _____

Fax Number: _____

Secondary Contact

Name: _____

Primary Contact #: _____

Secondary Contact #: _____

Email Address: _____

Fax Number: _____

Complete and Return with Bid Package.

Notify MSEC immediately as changes occur.