REQUEST FOR QUOTATION NO. Q-945

FOOD SERVICE COMMODITIES, SNACKS, BEVERAGES, CONDIMENTS AND MISCELLANEOUS GROCERY PRODUCTS

Due Date: 07/08/2020 Time: 3:00 PM

Pre-Bid Conference 06/22/2020 11 a.m.

bid@baltimorecountymd.gov

CHRISTINE CARPENTER, STAFF BUYER
PHONE: 410-887-3361
EMAIL: ccarpenter@baltimorecountymd.gov

Amendments to solicitations often occur prior to bid opening and sometimes within as little as 48 hours prior to bid opening. It is the potential vendor’s responsibility to frequently visit the Purchasing web site (www.baltimorecountymd.gov/purchasing) to obtain amendments once they have downloaded a solicitation.

BIDDER CHECK LIST

___ Have you signed your bid?
___ Have you signed the Procurement Affidavit?
___ Have you filled out all applicable forms?
___ Have you returned the original? (and required duplicate copies when required?)
___ Have you signed and returned amendments?
___ Have you included the bid bond, if required?
___ Have you completed, signed and included all required MBE/WBE forms and documents? (if applicable)
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BALTIMORE COUNTY, MARYLAND
General Instructions for Solicitations

1. Instructions, Forms and Specifications

1.1 All bids/proposals are to be submitted on and in accordance with the forms provided by the Purchasing Division. All bids must be submitted in a sealed envelope/carton or electronically as specified in the General Conditions. All bids must be clearly identified with the SOLICITATION NUMBER and the DUE DATE and TIME for mailed and/or hand-delivered submittals and SOLICITATION NUMBER for electronic submittals. Bid times are either Eastern Standard Time or Eastern Daylight Time, whichever prevails. Late bids will not be considered.

1.2 Responses to Requests for Bids and Requests for Proposals shall be accompanied by an executed Procurement Affidavit, as provided by the Purchasing Division. This does not apply to Requests for Quotations.

1.3 Amendments to solicitations often occur prior to bid opening and sometimes within hours prior to bid opening. All bidders are responsible for frequently visiting the Purchasing web site to obtain amendments once they have downloaded a solicitation.

1.4 Additional information or clarification of any of the instructions or information contained herein may be obtained from the Purchasing Division. The County assumes no responsibility for oral instructions or suggestions. All official correspondence in regard to this solicitation must be directed to, and will be issued by, the Purchasing Division.

1.5 Bidders finding any discrepancy in or omission from the specifications, in doubt as to meaning, or asserting that the specifications are discriminatory, shall notify the Purchasing Division in writing at once, but in no case later than five (5) business days prior to the scheduled opening of bids. Exceptions stated do not obligate the County to change the specifications. The Purchasing Division will notify all bidders in writing, by amendment duly issued, of any substantive revisions to specifications or instructions.

1.6 Unless a written exception detailing non-conformance to specifications is noted on the bid, any part number, product number, catalog number, etc., noted on the bid will be considered in full compliance with the specifications.

1.7 Submission of a bid in response to this solicitation evidences the bidder’s acceptance of these General Instructions and the terms and conditions of the solicitation. Submission of a bid evidences bidder’s representation and warranty that the person submitting the bid response is authorized to act for and bind the contractor.

1.8 All original and duplicate bids/proposals and other attachments, related documents and correspondence, including all follow-up documents and correspondence, shall be typed or written in English. All prices/percentages and/or other monetary figures shall be in United States dollars.

1.9 Requests for Bids and Requests for Proposals should be accompanied by an electronic version (Compact Disc) of the bid proposal in PDF format. It shall be the bidder’s responsibility to verify that the electronic version is complete. The electronic version of the non-successful proposal response will be the only version retained by Baltimore County. The Compact Disc must be labeled with the bid number, the bid title, and the bidder’s name submitting the response. All bids must be submitted in a sealed envelope or carton as appropriate. This does not apply to Requests for Quotation.

1.10 Issuing Officer: The sole point of contact for the County for purposes of this solicitation is the Buyer, listed on the cover page; questions regarding any aspect of the competitive process must be directed to the Buyer, in writing.

2. Award of Solicitations

2.1 Any award pursuant to Requests for Quotation and Requests for Bid is made to the lowest responsive and responsible bidder following the public opening of bids under Section 10-2-406 of the Baltimore County Code, 2003, as amended.

2.2 Awards on Requests for Quotations and Requests for Bid will be made within sixty (60) days after bid opening unless otherwise indicated in this solicitation. No bidder will be allowed to withdraw a bid during that period.

2.3 The successful bidder may be required to give security or bond, as stated in the bid document, for performance of the contract.

2.4 When there is a conflict between the unit price or percentage and the extension, the unit price or percentage will prevail as the amount of the bid.

2.5 Cash discounts will be considered in determining awards. However, cash discount offers must allow not less than 30 days to be considered in bid evaluation. A bid offering a cash discount in a period of less than 30 days will be evaluated as a bid without a discount offer; however, should that bidder obtain award by consideration of the gross price, the County shall make
every effort to obtain the discount. The County will not accept any payment terms with a period of less than 30 days.

2.6 Invoices against resulting order(s) must be submitted, in duplicate, to the Office of Budget and Finance, Disbursements Section, 400 Washington Avenue, Room 148, Towson, Maryland 21204-4665. Invoices must show the vendor’s Federal Tax Identification Number or Social Security Number, as appropriate, and order number and line number(s) that correspond with resulting order(s).

2.7 The County will not pay interest charges or other penalties for invoice payments.

2.8 Prices quoted shall be exclusive of all non-applicable Federal and Maryland State taxes. Tax exemption certificate will be furnished if required.

2.9 The County reserves the right to consider making payments via electronic funds transfers (EFT) on contracts for which this payment vehicle may be appropriate.

3. Reservations

3.1 The County reserves the right to reject, in whole or in part, any and all bids received, and to make a whole award, multiple awards, a partial award, or no award, to best serve the public interest.

3.2 The County may waive formalities in bids as the interests of the County may require.

3.3 The County reserves the right to increase or decrease quantities by approximately twenty (20) percent to be purchased at the prices bid.

3.4 The County reserves the right to award solicitations or place orders on a lump sum or individual item basis, or in such combination as to best serve the public interest.

3.5 The County may waive minor differences, irregularities, and technicalities in the specifications, provided they neither violate the specifications intent, materially affect the operation for which the items or services are being purchased, nor increase estimated maintenance and repair costs to the County.

3.6 At any time during normal business hours and as often as the County may deem necessary, the Contractor shall make available to and permit inspection and photocopying, by the County, its employees or agents, of all records, information and documentation of the Contractor related to the subject matter of this contract, including, but not limited to, all contracts, invoices, payroll, and financial audits.

3.7 Notwithstanding any other terms or provisions of the contract, in the event the County is temporarily or permanently prevented, restricted or delayed in the performance of any or all of the duties and obligations imposed upon or assumed by it thereunder, by act of the General Assembly of Maryland or the Baltimore County Council, by a court of competent jurisdiction or by administrative delay not due to the fault of the County (and its members and agents) shall not be liable directly or indirectly for any claims caused to or suffered by the Contractor or any other person in connection with or as a result of such prevention, restriction or delay.

3.8 The County further reserves the right to make such investigation as it deems necessary to determine the ability of bidders to furnish the required services, and bidders shall furnish all such information for this purpose as the County may request. The County also reserves the right to reject the proposal of any bidder who is not currently in a position to perform the contract, or who has previously failed to perform similar contracts properly, or in a manner acceptable to the County, all of which shall be in the County’s sole discretion.

4. Delivery

4.1 Bidders shall guarantee delivery of materials in accordance with the delivery schedule stated in specifications. All items shall be delivered F.O.B. Destination/Inside Delivery, unless otherwise indicated, with delivery costs and charges included in the bid price.

4.2 The County reserves the right to charge the Contractor or vendor for each day the materials, supplies, or services are not delivered in accordance with the delivery schedule. The sum established by the specifications may be invoked at the discretion of the Purchasing Agent, said sum to be considered not as a penalty, but as liquidated damages, and deducted from final payment, or otherwise, charged to the Contractor or vendor. This remedy is not exclusive but shall be in addition to all other rights and remedies available to the County. These liquidated damages shall be in addition to any and all actual damages incurred directly or indirectly by the County, its agents, assigns, and contractors.

4.3 All bidders and vendors are to ensure that packaging materials used for this requirement are not made of non-recyclable Styrofoam (Polystyrene). Additionally, any materials used in packing to cushion, protect and ship are to be made of recycled, recyclable or biodegradable materials.

5. Competition
5.1 The name of any manufacturer, trade name, or vendor catalog number mentioned in the specifications is for the purpose of designating a standard of quality and type, and for no other purpose unless otherwise stated in the solicitation.

5.2 A bidder may offer a price on only one unit per line item. Even though two or more units may meet the specification, bidders must determine for themselves which to offer. Submission by a bidder of prices for more than one unit shall be sufficient cause for rejection of the bid for that specific item.

5.3 Bids which show omission, irregularity, alteration of forms or additions not called for, as well as conditional or unconditional unresponsive bids, or bids obviously unbalanced, may be rejected.

5.4 All bids must be accompanied by such descriptive literature as may be called for by the specifications or proposal.

5.5 If products to be provided to the County contain any substances that could be hazardous or injurious to a person’s health, a material safety data sheet (MSDS) must be provided to the Purchasing Division. This applies also to any product used by a Contractor when providing a service to the County.

5.6 Specifications are based on County needs and uses, estimated costs of operations and maintenance, and other significant and/or limiting factors to meet County requirements, and to ensure consistency with County policies. Minimum specifications, and maximum specifications where included, are not established arbitrarily to limit competition or to exclude otherwise competitive bidders.

5.7 Unless multiple or alternate bids are requested in the solicitation, these bids may not be accepted. However, if a bidder clearly indicates a base bid, it shall be considered for award as though it were the only bid submitted by the bidder.

6. **Terminations**

6.1 Termination for Convenience: The County may terminate a contract, in whole or in part, without cause, by providing written notice thereof to the Contractor. In the event of termination, without cause, the County shall advise the Contractor in writing of the termination date and of work to be performed during the final days prior to contract termination. The Contractor shall be paid for all reasonable costs incurred by the Contractor up to the date of termination set forth in the written notice of termination. The Contractor will not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination. Payments to be provided on a lump sum basis shall be prorated by the County based on the services rendered or goods delivered up to the date of termination set forth in the written notice.

6.2 Termination for Default:

6.2.1 In addition to other available rights and remedies, the County shall have the right upon the happening of any default, without providing notice to the Contractor: 1) To terminate a contract immediately, in whole or in part; 2) To suspend the contractor’s authority to receive any undisbursed funds; and/or 3) To proceed at any time or from time to time to protect and enforce all rights and remedies available to the County, by suit or any other appropriate proceedings, whether for specific performance or any covenant, term or condition set forth in the contract, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations.

6.2.2 Upon termination of a contract for default, the County may elect to pay the Contractor for services provided or goods delivered up to the date of termination, less the amount of damages caused by the default, all as determined by the County in its sole discretion. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder.

6.3 Funding Out: If funds are not appropriated or otherwise made available to support contract continuation in any fiscal year, the County shall have the right to terminate the contract without prior notice to the Contractor and without any obligation or penalty.

7. **Hold Harmless – Indemnification**

7.1 The Contractor shall defend, indemnify and hold harmless the County, its employees, agents and officials from any and all liabilities, claims, suits, or demands including attorney’s fees and court costs which may be incurred or made against the County, its employees, agents or officials resulting from any act or omission committed in the performance of the duties imposed by and performed under the terms of the contract. The Contractor shall not be responsible for acts of gross negligence or willful misconduct committed by the County.

7.2 The Contractor shall also defend, indemnify and hold harmless the County, its employees, agents and officials from any and all liabilities, claims, suits, or demands including attorney’s fees and court costs which may be made against the County, its employees, agents or officials by any third party arising from the alleged violation of any third party’s trade secrets,
proprietary information, trademark, copyright, patent rights, or intellectual property rights in connection with the contract.

7.3 Unless notified in writing by the County to the contrary, the Contractor shall provide defense for the County, its employees, agents and officials in accordance with this Article and in doing so the Contractor shall allow the County to participate in said defense of the County, its employees, agents and officials, to the extent and as may be required by the County and the Contractor shall cooperate with the County in all aspects in connection therewith. All filings, actions, settlements, and pleadings shall be provided to the County for comment and review prior to filing or entering thereof. No filing, action, settlement or pleading shall be filed or entered without the prior consent and approval of the County.

8. Minority/Women’s Business Enterprise (MBE/WBE) and Small Business Notice: Baltimore County is seeking Minority, Woman and Small Businesses to bid on current solicitations as a prime or subcontractor. In accordance with the Executive Order 2017-003 dated July 27, 2017, “an overall goal of 15% of the cumulative total of all discretionary dollars spent in a fiscal year of County procurements is to be awarded to and/or performed by MBE and WBE firms.” Refer to the section entitled Minority Business Enterprise and Women Business Enterprise Requirements (MBE/WBE) for the current required goal. MBE/WBE’s and Small Businesses are encouraged to respond to this solicitation.

9. Authority

9.1 In case of disputes as to whether an item or service quoted or delivered meets specifications, the decision of the Purchasing Agent or authorized representative shall be final and binding on both parties. The Purchasing Agent may request the recommendation in writing of the head of the using agency, the Standards and Specifications Committee, or other objective sources.

9.2 Bidders desiring to appeal a decision of the Purchasing Division must deliver written protests to the Purchasing Division within 10 days of notification of award. The Purchasing Agent or designee will review the protested decision, examine any additional information provided by the bidder and respond in writing within 10 working days of receipt of written protests.

9.3 Instructions, Specifications, and Proposals are issued, and all bids, quotations, orders, and purchases are made pursuant to the provisions of the Baltimore County Charter, and Article 10, Title 2 of the Baltimore County Code, 2003, as amended, and regulations and policies established or prescribed by the Purchasing Division.

10. HIPAA: The Contractor shall comply with the Health Insurance Portability and Accountability Act (HIPAA) and shall execute a Business Associate Agreement as may be required by the County.

11. Reports: When required, reports prepared for Baltimore County should be printed on recycled and recyclable paper printed on both sides per Section 10-2-312 of the Baltimore County Code, 2003, as amended.

12. Terms of Contract

12.1 Any contract awarded pursuant to this solicitation shall be by and between the successful bidder and the County, and shall contain and incorporate, but may not be limited to, all terms and conditions of the solicitation, any amendments or changes thereto. Submission of a bid in response to this solicitation evidences the Contractor’s acceptance of the terms and conditions therein.

12.2 The provisions of the contract awarded pursuant to this solicitation shall be governed by the laws and regulations of Maryland and Baltimore County.

12.3 Any litigation arising out of or relating in any way to the contract or the performance thereunder shall be brought only in the courts of Maryland, and the Contractor hereby irrevocably consents to such jurisdiction. To the extent that the County is a party to any litigation arising out of or relating in any way to the contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in the courts of the State of Maryland.

13. Severability: If any provisions in the contract are declared by a court or other lawful authority to be unenforceable or invalid for any reason the remaining provisions hereof shall not be affected thereby and shall remain enforceable to the full extent permitted by law.

14. Counterparts: The contract may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

15. Survival: The provisions of paragraphs 1.7 (Representations and Warranties), 4.2 (Damages), 7 (Indemnification), and 10 (HIPAA) shall survive delivery of commodities and/or performance of services.

16. No Waiver, Etc.: No failure or delay by the County to insist upon the strict performance of any term, condition or covenant of the contract, or to exercise any right, power, or remedy consequent upon
a breach thereof, shall constitute a waiver of any such term, condition, or covenant or of any such breach, or preclude the County from exercising any such right, power, or remedy at any later time or times.

17. Maryland Registration / Qualification Requirements:

17.1 Baltimore County verifies the company’s status with SDAT and may require the successful bidder to submit a Good Standing Certificate (also known as a “Certificate of Status”) issued by the Maryland Department of Assessment and Taxation’s (“SDAT”) Charter Division, and the State of Organization.

17.2 For information on registering to do business in the State of Maryland or to download SDAT related forms visit the Maryland Department of State Department of Assessments & Taxation at http://www.dat.state.maryland.gov/businesses/Pages/default.aspx. If you need additional assistance call (410) 767-1184.

17.3 Baltimore County requires the successful bidder to be in “good standing” (also known as Certificate of Status) with the State in which it is organized, and in the State of Maryland, under certain circumstances. Baltimore County verifies the successful bidder’s status with SDAT. Non-compliance to this section may result in a delay in contract award or rejection of a bid.

18. Eligibility of Candidates for Employment:

18.1 The E-Verify program is an internet-based employment verification system that allows employers to verify employee status against Federal Social Security and immigration databases.

18.2 Baltimore County encourages employers to utilize the E-verify program, or an equivalent system, as a means to help employers determine the eligibility of new hires.

19. Warranty:

19.1 Contractor warrants for one year from acceptance, or for such longer period otherwise expressly stated in the attached solicitation, all goods, services, and construction provided. This includes a warranty against any and all defects. The contractor must correct any and all defects in material and/or workmanship that may appear during the warranty period, even if discovered after the end of the warranty period, by repairing any such defect, (or replacing with new items or new materials, if necessary), at no cost to the County and to the County’s satisfaction.

19.2 Should a manufacturer’s or service provider’s warranty exceed the requirements stated above, that warranty will be the primary one used in the case of defect. Copies of manufacturer’s or service provider’s warranties must be provided upon request.

19.3 All warranties must be in effect from the date of acceptance by the County of the goods, services, or construction.

19.4 The contractor warrants that all work shall be accomplished in a workmanlike manner, and the contractor must observe and comply with all Federal, State, County and local laws, ordinances and regulations in providing the goods, and performing the services or construction.

20. American Manufactured Goods Required for Public Works:

20.1 The Contractor shall comply with Section 14-416 of the Maryland State Finance and Procurement Article which requires a contractor or subcontractor to use or supply American Manufactured goods in the performance of a contract for (a) constructing or maintaining a public work; or (b) buying or manufacturing machinery or equipment that is to be installed at a public work site, as the same may be amended from time to time.

20.2 This section does not apply: (a) if Baltimore County determines that: (i) the price of the American manufactured goods exceeds the price of a similar manufactured good that is not manufactured in the United States by an unreasonable amount; (ii) the item or a similar item is not manufactured or available for purchase in the United States in reasonably available quantities; (iii) the quality of the item or a similar item manufactured in the United States is substantially less than the quality of a comparably priced, similar, and available item that is not manufactured in the United States; or (iv) the procurement of a manufactured good would be inconsistent with the public interest; or (b) to emergency life safety and property safety goods.

20.3 The Contractor shall certify to Baltimore County whether the offered goods and/or services are provided in the United States.
First Source Hiring Agreement Overview

What is First Source Hiring?

Baltimore County’s First Source Hiring Agreement requires that developers, contractors, and employers utilize good faith efforts toward employing economically disadvantaged Baltimore County residents in newly created positions on applicable projects. These efforts are supported by Baltimore County’s workforce development system, a partnered network of business and economic development professionals, education and training providers, and human service agencies working together systematically to provide a ready supply of qualified workers to employers with hiring needs. The intent of First Source is to connect these individuals with new jobs that are generated by the County’s investment in contracts or public works; or by business activity that requires approval by the County’s Department of Economic and Workforce Development.

The goals of the First Source Hiring Agreement are to:

- Increase awareness of the resources, services and potential benefits available to help Baltimore County employers meet their workforce needs; and,
- Give economically disadvantaged individuals the first opportunity to apply for new jobs in Baltimore County.

Which businesses can participate in First Source Hiring?

1. Businesses who have leases with the County or on County property; or,
2. Businesses with County contracts for goods, services, and grants in excess of $100,000 which are projected to create new jobs/positions to fulfill contract terms

How can first source help your business?

Baltimore County Department of Economic & Workforce Development’s (DEWD’s) Business Services Team can help coordinate recruitment services with our workforce partners in collaboration with our three Baltimore County Career Center locations to assist with finding pre-screened, qualified candidates.

Available services may include but are not limited to:

- Posting and promotion of employment opportunities through our network of service providers
- Access to diverse talent pools from within Baltimore County’s workforce system
- Access to Baltimore County Career Centers for coordinated recruitment/interviewing activities
- Referral of pre-screened, qualified candidates for employer consideration
- Assistance with using the Maryland Workforce Exchange - a statewide job database and candidate matching platform
- Information on earning tax credits and other employer benefits for new hires (if applicable)
- Workforce and Business Services staff to assist you throughout your recruitment efforts
I’d like to participate in First Source Hiring…Where do I start?

Step #1: Register your business with the Maryland Workforce Exchange. This is an online database to track First Source Hiring job opportunities. As an employer, the Maryland Workforce Exchange can help you promote job openings, search for qualified candidates and share placement information.

Step #2: Businesses or non-profits who receive a non-construction or professional services contract from Baltimore County over $100,000 are required to project the number of job openings they expect during the contract period. After registering your business with Maryland Workforce Exchange, complete the First Source Hiring Description Form and email it to the Baltimore County Department of Economic and Workforce Development (DEWD) at firstsourcehire@baltimorecountymd.gov. If you have any questions about registering with MWE or completing the form, contact our office at 410-887-8000.

Step #3: Once you are registered in MWE and Baltimore County receives your First Source Hiring Description Form via email, you will be contacted by a member of the Business Development Team to assist with recruitment for your open positions.

Helpful Tips:
Businesses that qualify are asked to post their openings with Baltimore County’s First Source Hiring network of service providers, and offer the County the first opportunity to refer qualified candidates to those positions. While the agreement does not require an employer to hire a specific candidate, it does ask that employers make a good faith effort to hire referrals from the County’s workforce development system. We ask that employers would report basic information for any new hires by entering the placement data in the Maryland Workforce Exchange, or by completing an Employment Verification and Employer Survey Form (see FORM 2 attached) or via email at the completion of your recruitment activities.
Taxpayer Identification Number (TIN) and Certification
(Substitute for IRS Form W-9)
COMPLETE BOTH SIDES OF FORM

Certification of TIN and business name are required for all successful bidders prior to issuing a contract or purchase order. Completion of SIDE 1 of this form is necessary to meet IRS regulations. All MBE/WBE vendors should also complete SIDE 2. For questions, call 410-887-3587.

SIDE 1

List your legal business name below, as shown on your income tax return. Sole proprietors should list their individual name as noted on your social security card. You may enter a business name on line 2. Other entities must list your business name as shown on Federal tax documents. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the business name line (2). For limited liability companies (LLC) that are owned by an individual, the owner’s name must be listed in the Name line (1) and the business name can be listed on the business name line (2). For limited liability companies that are corporations, partnerships, etc., enter the business name on Name line (1).

1. Name (as shown on your income tax return)

2. Business name, if different from above

Address
City State ZIP Code

Remittance Address, if different from above
City State ZIP Code

Contact Person Title

Phone Number ( ) - Ext: Fax Number ( ) -

E-mail address

Taxpayer Identification Number (TIN)
Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1. For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN). Note, this is the TIN shown on your federal tax documents.

Social security

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--- --- ---

OR

Employer iden

--- --- ---

CHECK HERE IF YOU ARE EXEMPT FROM BACK-UP WITHHOLDING
CHECK HERE IF YOU ARE TAX-EXEMPT, EXPLAIN:

Filing Status (Ownership) (LLC is not acceptable)
Individual Sole Proprietor
Corporation Partnership
Other: (explain)

CERTIFICATION:
Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Signature of U.S. Person Date
### MBE / WBE Certification

<table>
<thead>
<tr>
<th>Maryland Department of Transportation (MDOT)</th>
<th>City of Baltimore</th>
</tr>
</thead>
<tbody>
<tr>
<td>Certification #: ____________________________</td>
<td>Certification #: ____________________________</td>
</tr>
<tr>
<td>Certification Date: _______ / _______ / _______</td>
<td>Certification Date: _______ / _______ / _______</td>
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<tr>
<td>Pending: __________________________________</td>
<td>Pending: __________________________________</td>
</tr>
</tbody>
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### Business Ownership (Check Only One)

| G | Government Entity | O | Other: __________________________ |
| H | Disabled | P | Non Profit |
| MA | Minority-owned, Not small business | W | Woman-owned, Small business |
| M | Minority-owned, Small business | WA | Woman-owned, Not small business |
| NS | Non-minority-owned, small business | X | Woman-owned, Minority, Small business |
| NL | Non-minority-owned, Large business |XA | Woman-owned, Minority, Not small business |

### Type of Business/Organization

| Association | Attorney |
| Government Entity | Educational Institution |
| Medical Service Provider | Non-profit Organization |
| Other: (explain) | Financial Institution |

### Ethnicity of Ownership (Check Only One)

| A | Asian American | I | American Indian/Alaskan Native |
| B | African American | N | Non-minority |
| H | Hispanic American | O | Other Ethnic Group: __________________________ |

### Incorporation

| Incorporation State: __________________________ | OR | Date Business Started _______ / _______ / _______ |
| | | |

### Signature

I certify that the information shown on this registration is true and correct. I will advise the Purchasing Division immediately, in writing, of any change affecting this data.

Signature: | Title: | Date: |
1. GENERAL REQUIREMENTS

1.1 Coverages Required:
Unless otherwise required by the specifications or the contract, the Contractor/Vendor shall purchase and maintain the insurance coverages listed herein.

Insurance Companies must be acceptable to Baltimore County and have an A.M. Best Rating of A-, Class X or better.

1.2 Verification of Insurance:
Before starting work on the contract or prior to the execution of the Contract on those bid, the Contractor/Vendor shall provide Baltimore County, Maryland with verification of insurance coverage evidencing the required coverages.

1.3 Baltimore County as Additional Insured:
The coverage required, excluding Worker's Compensation and Employers' Liability and Medical Malpractice Liability/Errors and Omissions Liability, must include Baltimore County, Maryland as an additional insured.

1.4 Contractor's/Vendor's Responsibility:
The providing of any insurance herein does not relieve the Contractor/Vendor of any of the responsibilities or obligations the Contractor/Vendor has assumed in the contract or for which the Contractor/Vendor may be liable by law or otherwise.

1.5 Failure to Provide Insurance:
Failure to provide and continue in force the required insurance shall be deemed a material breach of the contract.

2. INSURANCE COVERAGES

2.1 General Liability Insurance

2.1.1 Minimum Limits of Coverage:
Personal Injury Liability and Property Damage Liability Combined Single Limit - $500,000 each occurrence

2.1.2 Such insurance shall protect the Contractor/Vendor from claims which may arise out of, or result from, the Contractor's/Vendor's operations under the contract, whether such operations be by the Contractor/Vendor, any subcontractor, anyone directly or indirectly employed by the Contractor/Vendor or Subcontractor, or anyone for whose acts any of the above may be liable.

2.1.3 Minimum Coverages to be Included:
(a) Independent Contractor's coverage; (b) Completed Operations and Products Liability coverage; and (c) Contractual Liability coverage.

2.1.4 Damages not to be Excluded:
Such insurance shall contain no exclusions applying to operations by the Contractor/Vendor or any Subcontractor in the performance of the Contract including but not limited to: (a) Collapse of, or structural injury to, any building or structure; (b) Damage to underground property; or (c) Damage arising out of blasting or explosion.

2.2 Automobile Liability Insurance

2.2.1 Minimum Limits of Coverage:
Bodily Injury Liability and Property Damage Liability Combined Single Limit - $500,000 any one accident

2.2.2 Minimum Coverages to be Included:
Such insurance shall provide coverage for all owned, non-owned and hired automobiles.

2.3 Workers' Compensation and Employers' Liability Insurance

Such insurance must contain statutory coverage, including: Employers' Liability insurance with limits of at least:
Bodily Injury by Accident - $500,000 each accident
Bodily Injury by Disease - $500,000 policy limit
Bodily Injury by Disease - $500,000 each employee

2.4 Other
Such other insurance in form and amount as may be customary for the type of business being undertaken by the Contractor/Vendor.
BALTIMORE COUNTY, MARYLAND
REQUEST FOR QUOTATION NO. Q-945
FOOD SERVICE COMMODITIES
SNACKS, BEVERAGES, CONDIMENTS AND MISCELLANEOUS GROCERY PRODUCTS

GENERAL CONDITIONS

1. **BACKGROUND.**

   1.1 Baltimore County’s PAL Centers and TR-After School programs utilize pre-packaged snacks, drinks and supplies for their cooking programs as an integral part of program implementation.

   1.2 Baltimore County seeks a food service contractor to furnish pre-packaged snacks, fruit juice beverages, limited meat products, condiments and miscellaneous grocery products as specified.

   1.3 Food would be delivered to one central location in Cockeysville, Maryland, on a monthly basis.

2. **SCOPE.**

   2.1 It is the intention of these specifications that the vendor hereunder shall furnish and Baltimore County shall purchase food service commodities covered by this contract which the County may require during the period of time specified. The quantities shown are approximate and are for the purpose of bid evaluation.

   2.2 The County reserves the right to order food service commodities that may be required during the said period, and it also reserves the right not to order those commodities bid upon by the vendor, if it is found that such commodities are not required by the County during the period covered by this contract.

3. **TERM OF CONTRACT.**

   3.1 The term of this contract shall be for one (1) year. Baltimore County reserves the right to renew this contract for four (4) additional one-year periods under the same terms and conditions. Baltimore County will automatically renew this contract on each option year unless notice is given to the vendor that the contract is not renewed.

   3.2 If price adjustments are requested pursuant to the terms of the contract, the vendor must notify the Baltimore County Purchasing Bureau 60 (sixty) days prior to the current terms expiration date.

   3.3 The vendor must maintain the insurance coverages required by the County while this contract is in force, including automatic renewal terms, and shall provide verification of insurance in a form satisfactory to the County when required.

4. **PRICES.**

   4.1 Prices must remain firm for the first 180 days of the contract’s Initial Term. Additional price information is discussed in the **ESCALATION** section.

   4.2 Prices quotes shall include delivery costs and charges. Additional handling/shipping costs and surcharges (including fuel surcharges) are not permitted.

5. **ESCALATION.**

   5.1 All prices offered herein shall be firm against any increase for 180 days from the effective date of this proposed contract. After this date, it shall be the vendor’s responsibility to notify the Buyer in
advance of any anticipated changes in prices and submit a request for a price increase by furnishing bona-fide manufacturer’s documents or price list reflecting the changes. Increase shall be limited to the actual cost increase to the vendor.

5.2 Baltimore County reserves the right to accept or reject within 14 days after the request for a price increase. If the price increase is approved, the price will remain firm for 180 days from the date of the increase.

5.3 In the event of any decrease in price either by the manufacturer or if the vendor shall charge a lower price to other customers, the County shall be notified promptly and receive such decrease.

6. **METHOD OF AWARD.**

6.1 Award of this contract may be in whole or in part. The County reserves the right to make awards on an individual item basis, combination item basis, or lump sum basis, whichever is in the best interest of the County. In accordance with Sec. 10-2-406 of the Code, past performance of bidders in furnishing goods and services to Baltimore County will be considered in determining the award.

7. **QUANTITIES.**

7.1 The quantities listed on the Price Page are estimates only and used for the purpose of bid evaluation only.

7.2 The County does not guarantee the quantity of purchases. Actual requirements may be more or less than estimated.

7.3 The County reserves the right to add or delete items to this contract on an “As Needed” basis.

7.3.1 Authorization to add or delete items must be obtained from Recreation and Parks Chief of Administrative Services.

7.3.2 Quotes for new items must be submitted to the Chief of Administrative Services with a copy of the quote sent to the Buyer, Christine Carpenter.

7.4 If an approved item becomes unavailable, either temporarily or permanently, substitutions must be approved in advance by Baltimore County’s Chief Administrative Services and Purchasing.

7.4.1 Baltimore County reserves the right to refuse non-approved substitutions.

7.5 Should the need arise for supplies which are not available the County reserves the right to secure these supplies from other sources to meet its immediate needs.

8. **COOPERATIVE PURCHASE.**

8.1 The County reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any contract resulting from this bid to any and all public bodies, subdivisions, school districts, community colleges, colleges, and universities including non-public schools. This is conditioned upon mutual agreement of all parties pursuant to special requirements which may be appended thereto. The vendor agrees to notify the issuing body of those entities that which to use any contract resulting from this bid and will also provide usage information, which may be requested.

8.2 The County assumes no authority, liability, or obligation, on behalf of any other public or non-public entity that may use any contract resulting from this bid. All purchases and payment transactions will
be made directly between the vendor and the requesting entity. Any exceptions to this requirement must be specifically noted in the bid response.

9. **INSURANCE.**

9.1 The successful vendor will be required to provide verification of insurance coverage in accordance with the attached requirements. The successful vendor will have fifteen (15) calendar days to comply with this requirement, excluding County holidays and non-work days, if applicable.

9.2 The Insurer must maintain the insurance coverage required by the County while this agreement is in force, including automatic renewal terms, and shall provide documentation of such insurance in a form satisfactory to the County when required.

9.3 In the event the vendor changes their insurance carrier, new verification of insurance coverage must be provided to the County by the new insurance carrier within ten (10) days of the change of policy.

10. **ELECTRONIC SUBMITTAL PROCESS.**

10.1 The cost of preparing Bids is the responsibility of Bidders.

10.2 **To be considered, Bids shall be received by the bid closing date and time to the following e-mail address: bid@baltimorecountymd.gov. The Bid Number should be referenced in the Subject Line of the e-mail. Bids may not be submitted by any other means. Bids that are mailed or otherwise delivered to the Purchasing Division (including emails which indicate links to locations where the bid may be downloaded) and/or emails sent to any other Baltimore County email address will not be accepted.**

10.2.1 **DO NOT CARBON COPY (cc) the buyer on the bid submission.**

10.3 Late Bids will not be considered. Bidders are strongly encouraged not to wait until the last minute to submit bids. The time stated on the auto-receipt (described below) will be definitive of the time of receipt. Bids received after the deadline will not be accepted. Bidders are advised that the County cannot receive email attachments greater in size than twenty-five (25) megabytes and this size limitation may be further reduced by requirements of the Bidder’s email provider which are beyond the control of the County. Bidder should consider separating any large bid attachment into multiple parts and emailing each part separately. In such case, Bidder will note that each email is 1 of 2, 2 of 2, etc. Multiple part bids will not be considered unless all parts are received by the bid closing date and time.

10.4 After submitting a Bid to bid@baltimorecountymd.gov, and upon successful receipt by the County thereof, Bidder will receive an auto-receipt email. This receipt is proof that the bid has been received by the Purchasing Division and should be retained for Bidder’s records. In the case of a bid submitted in multiple parts as described in 10.3, an auto-receipt email will be generated for each part. The County has no obligation to consider any Bid for which an auto-receipt was not generated.

10.5 As with any system, power outages or technology problems may arise that are outside of the County’s control and could affect your submission. The County will not be held accountable for such issues that may delay the transmission of any Bid.

11. **PRE-BID MEETING.** A pre-bid conference is scheduled for Monday, June 22, 2020 at 11:00 a.m. via WebEx Meeting. Please contact the Buyer, Christine Carpenter, ccarpenter@baltimorecountymd.gov for the WebEx information. The purpose of the conference is to clarify any parts of the solicitation and answer questions that may be pertinent to the solicitation. Attendance is not mandatory but is suggested.
12. **QUESTIONS AND INQUIRIES.**

12.1 Questions will be entertained at the pre-bid conference. If it becomes necessary to revise any portion of the solicitation, an amendment will be issued and posted on the website: [www.baltimorecountymd.gov/purchasing](http://www.baltimorecountymd.gov/purchasing).

12.2 All inquiries regarding this solicitation are to be directed to the Buyer, Christine Carpenter, preferably in writing to: [ccarpenter@baltimorecountymd.gov](mailto:ccarpenter@baltimorecountymd.gov), 410-887-3361.

12.3 Questions must be received no later than 5 business days prior to the bid due date.
SPECIFICATIONS

1. SPECIFICATIONS.

1.1 All food items shall be processed, packaged and delivered in a manner so as to meet the regulations of the Maryland Health Department, US Department of Agriculture, Baltimore County Health Department and the Federal Food, Drug and Cosmetic Act.

1.2 Items quoted must be nut-free and shall not be processed in a factory that also processes nuts of any kind.

1.3 Fruit snacks and fruit juices must be made with 100% fruit juice.

1.4 Bottled water is not included in this contract and the vendor is specifically prohibited from providing bottled water.

1.5 The County reserves the right to return any product not meeting the specifications in the County’s sole discretion.

1.6 The Contractor will replace all products received damaged upon delivery.

1.7 Deliveries shall be made monthly.

Delivery Location: Cockeysville Community/PAL Center
9836 Greenside Drive
Cockeysville, MD 21030

2. ORDERING AND DELIVERIES.

2.1 Baltimore County orders will be coordinated by the Recreation and Parks Administrative Services. The staff will provide the successful vendor with one order broken down into four regions. This helps with invoicing.

2.2 Bidders are to provide a short description of their ordering process and lead time information with their bid submission.

2.3 The successful vendor shall designate a sales representative and a customer service representative. All coordination of the contract shall be the responsibility of the County and the vendor’s designated sales and CSR.

2.4 Deliveries made to the address noted above must be made on a truck with a lift gate. The facility does not have a loading dock.

2.5 Delivery tickets must be signed by the County’s named representative or their designate. A copy of the ticket is to be retained by the County.

3. INVOICING.

3.1 Invoices are to be sent to Baltimore County Office of Budget and Finance, Disbursements Section, 400 Washington Ave., Room 148, Towson, MD 21204.
3.2 Invoices for each order are to be broken up into four separate invoices to represent the four regions that were provided when staff placed an order. The County will provide a spreadsheet with each order showing the breakdown.

3.3 Invoices must include the:

3.3.1 Vendor name, address
3.3.2 Master Agreement Number
3.3.3 Full description of the item and corresponding contract line number
3.3.4 Unit price and extended price (unit price must match the Master Agreement price)
3.3.5 A copy of the signed delivery ticket.

4. **FOOD SAFETY RECALL PROCEDURES**

4.1 Include an outline of your company’s Food Safety Recall procedures with the bid submission.
SUBMISSION OF A BID/PROPOSAL IN RESPONSE TO THIS SOLICITATION EVIDENCES THE BIDDER’S ACCEPTANCE OF THE TERMS AND CONDITIONS THEREIN. THIS PAGE MUST BE PROPERLY SIGNED BY AN AUTHORIZED OFFICIAL IN THE FIRM WHO REPRESENTS AND WARRANTS ACCEPTANCE OF ALL TERMS AND CONDITIONS OF THE REQUEST FOR BID/ REQUEST FOR PROPOSAL. THE PERSON SIGNING THE BID/PROPOSAL MUST INITIAL ANY ALTERATIONS IN FIGURES ON THIS FORM IN INK.

COMPANY NAME: ____________________________________________________________
ADDRESS: __________________________________________________________________

(Telephone): ___________________________ FAX: ________________________________
SIGNED: __________________________________ DATE: _______________________
PRINT NAME: __________________________________ TITLE: ______________________
TAX ID NUMBER (FIN/SS#) ____________ EMAIL: ______________________________

Is your company a certified Minority Business Enterprise? Bidders must complete the applicable Minority Participation Affidavit attached.

Is your firm in compliance with all applicable laws and regulations relating to the employment of undocumented worker? If YES, check here ______

NOTICE: A notice required to be delivered shall be deemed to have been received when such notice has been sent to the following address and individual:

________________________________________________

________________________________________________

________________________________________________

F.O.B. Destination (unless otherwise stated herein).

Delivery shall be made within ____________ calendar days after receipt of order.

Payment Terms: ________________________________ Cash discounts for less than 30 days will not be considered in determining awards. However, should that bidder obtain award by consideration of the gross price, the County should make every effort to obtain the discount. The County will not accept payment terms with a period of less than (30) days.

If your firm is not already receiving email notification of new solicitations and amendments, you may register for email notification on the County’s web site at http://www.baltimorecountymd.gov/purchasing.
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<tr>
<th>LINE NO.</th>
<th>COMMODITY /SERVICE DESCRIPTION</th>
<th>QUANTITY FROM/TO</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>EXTENDED AMOUNT</th>
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<td>Case</td>
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<td>$_________</td>
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<td>$_________</td>
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<td>13</td>
<td>Case</td>
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<td>10 Case</td>
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<td>$_________</td>
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<td>9 Case</td>
<td>$_________</td>
<td>$_________</td>
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</table>
## BALTIMORE COUNTY, MARYLAND

**REQUEST FOR QUOTATION NO. Q-945**

**FOOD SERVICE COMMODITIES: SNACKS, BEVERAGES, CONDIMENTS AND MISCELLANEOUS GROCERY PRODUCTS**

**Due Date: 07/08/2020 Time: 3:00 P.M.**

### PRICE SHEET PAGE 4 OF 5

<table>
<thead>
<tr>
<th>LINE NO.</th>
<th>COMMODITY /SERVICE DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>EXTENDED AMOUNT</th>
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<tr>
<td>23</td>
<td><strong>COMMODITY CODE: 393-00</strong> Chips, Variety Pack. 1.75 oz., 27 per case</td>
<td>34</td>
<td>Case</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td></td>
<td>Brand________________________</td>
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<td>Item Number__________________</td>
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</tr>
<tr>
<td>24</td>
<td><strong>COMMODITY CODE: 393-00</strong> Crackers, Cheese, Dunk’em’s, Handi Snacks, Kraft. 95 oz., 90 per case</td>
<td>9</td>
<td>Case</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td></td>
<td>No Substitutions</td>
<td></td>
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<tr>
<td>25</td>
<td><strong>COMMODITY CODE: 393-00</strong> Snacks, Rice Krispie Treats, Kelloggs, .78 oz., 54 per case</td>
<td>22</td>
<td>Case</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
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<td>No Substitutions</td>
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<td>Item Number__________________</td>
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<tr>
<td>26</td>
<td><strong>COMMODITY CODE: 393-00</strong> Snacks, Fruit Roll Ups, 100% Fruit, 1 oz., 48 per box</td>
<td>37</td>
<td>Case</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td></td>
<td>Brand:________________________</td>
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<td>Item Number__________________</td>
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<tr>
<td>27</td>
<td><strong>COMMODITY CODE: 393-00</strong> Hot Dog Franks, All Beef, 6”, 5lbs. per case</td>
<td>8</td>
<td>Case</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td></td>
<td>Brand:________________________</td>
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<td>Item Number__________________</td>
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<tr>
<td>28</td>
<td><strong>COMMODITY CODE: 393-00</strong> Buns, Hot Dog, 6”, 96 per case</td>
<td>6</td>
<td>Case</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td></td>
<td>Brand:________________________</td>
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<td>Item Number__________________</td>
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<tr>
<td>LINE NO.</td>
<td>COMMODITY /SERVICE DESCRIPTION</td>
<td>QUANTITY</td>
<td>UNIT</td>
<td>UNIT PRICE</td>
<td>EXTENDED AMOUNT</td>
</tr>
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<tr>
<td>29</td>
<td>COMMODITY CODE: 393-00 Beef Patty, 4 oz., 40 per case Brand:_______________________ Item Number__________________</td>
<td>10</td>
<td>Case</td>
<td>$___________</td>
<td>$______________</td>
</tr>
<tr>
<td>30</td>
<td>COMMODITY CODE: 393-00 Buns, Hamburger, 96 per case Brand:_______________________ Item Number__________________</td>
<td>7</td>
<td>Case</td>
<td>$___________</td>
<td>$______________</td>
</tr>
<tr>
<td>31</td>
<td>COMMODITY CODE: 393-00 Ketchup, Packet, 9gm., 500/case Brand:_______________________ Item Number__________________</td>
<td>5</td>
<td>Case</td>
<td>$___________</td>
<td>$______________</td>
</tr>
<tr>
<td>32</td>
<td>COMMODITY CODE: 393-00 Mustard, Packet, 9gm., 500/case Brand:_______________________ Item Number__________________</td>
<td>5</td>
<td>Case</td>
<td>$___________</td>
<td>$______________</td>
</tr>
</tbody>
</table>

GRAND TOTAL $__________________

COMPANY NAME: ________________________________

FED ID OR SOCIAL SECURITY NO. ___________________