

ANNE ARUNDEL
COUNTY PUBLIC SCHOOLS

2644 Riva Road, Annapolis, MD 21401 | 410-222-5000 · 301-970-8644 (WASH) · 410-222-5500 (TDD) | www.aacps.org

May 17, 2016

Jim Humphrey
Hershey Creamery Company
7435 Roosevelt Blvd
Elkridge, Maryland 21075-6327

RE: Anne Arundel County Public Schools
RFB #16CM-134
Ice Cream & Freezers

Dear Mr. Humphrey:

I have approved the award of the subject Contract #16CM-134, Ice Cream & Freezers, to your company in the amount of \$1,249,208. The initial contract term shall be June 1, 2016 through May 31, 2018 with two additional one-year extension options.

Anne Arundel County Public Schools is making this award for AACPS only. All other jurisdictions named in this bid shall be responsible for their award.

Attached is a copy of the executed contract for your records. Should you have any questions regarding this contract, you can contact Nancy Smith, CPPB, Buyer, at 410-222-5163.

Sincerely,

A handwritten signature in black ink, appearing to read "Mary Jo Childs".

Mary Jo Childs, Esq., CPCM, CPPO
Supervisor of Purchasing

Cc: Nancy Smith
Contract File



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April 4, 2016

TO: All Prospective Respondents

REF: **Anne Arundel County Public Schools (AACPS)
Request for Bid #16CM-134 Ice Cream & Freezers**

FROM: Anne Arundel County Public Schools, Nancy A. Smith, CPPB (Buyer)
2644 Riva Road, Annapolis, MD 21401, 410-222-5163

ADDENDUM #1

ADDITION TO THE SPECIFICATIONS:

Add the following clause to the Specifications:

21.4 Contractor ID Badges

All Contractors delivery personnel are required to obtain an AACPS Food & Nutrition Services Contractor Badge. This process involves all drivers providing full name and birth date for clearance in the AACPS Raptor System. Once cleared, the drivers shall visit the Food & Nutrition Services Central Office and provide a valid Driver's License to secure an approved ID Badge. Contractor ID Badges shall be worn at all times when visiting all Anne Arundel County Schools locations. ID Badges are specific to each driver, and not the delivery vehicle. If a driver forgets the ID Badge, the driver shall be directed to the school's main office to be processed as any other visitor. Loss of Badge shall be reported immediately to 410.222.5900. All ID Badges must be returned to AACPS Food & Nutrition Services at the end of the Contract term.

CHANGES TO THE SPECIFICATIONS:

1. Replace the original AACPS delivery locations with the attached delivery locations.
2. Replace the existing Bid Work Sheet with the attached Bid Work Sheet.

These are the only changes contemplated by this Addendum #1. All other Specifications, Terms and Conditions shall remain as originally stated. **COMPLETE AMENDMENT MUST BE RETURNED WITH BID SUBMISSION FOR RESPONDENT TO BE CONSIDERED FOR AWARD.**

Sincerely,

Nancy A. Smith

Nancy A. Smith, CPPB
Buyer II

CC: 16CN-105 Contract File

Marley Middle 10 Davis Court Glen Burnie, MD 21060	Mayo Elem. 1260 Mayo Ridge Road, Edgewater, MD. 21037	Meade Heights Elem. 1925 Reece Road Ft. Meade, MD 20755
Meade Middle 1103 26 th Street Ft Meade, MD 20755	Meade High 1100 Clark Road Ft. Meade, MD 20755	Millersville Elem. 1601 Millersville Road, Millersville MD 21108
Mills-Parole Elem. 1 George & Marlon Phelps Lane Annapolis, MD 21401	Nantucket Elem. 2350 Nantucket Drive Crofton, MD 21114	North County High 10 E. 1 st Avenue Glen Burnie 21061
North Glen Elem 615 West Furnace Branch Road Glen Burnie, MD 21061	Northeast High 1121 Duvall Highway Pasadena, MD 21122	Oak Hill Elem. 24 Truckhouse Road Severna Park, MD 21146
Oakwood Elem 330 Oak Manor Drive Glen Burnie, MD 21061	Odenton Elem. 1290 Odenton Road Odenton, MD 21113	Old Mill High Complex 600 Patriot Lane Millersville MD 21108
Overlook Elem. 410 Hampton Road Linthicum, MD 21090	Pershing Hill Elem. 7600 29 th Division Road Ft. Meade, MD 20755	Phoenix Academy 1411 Cedar Park Road Annapolis, MD 21401
Quarterfield Elem. 7967 Quarterfield Road Severn, MD 21144	Rippling Woods Elem. 530 Nolfield Drive Glen Burnie, MD 21061	Richard Henry Lee, Elem 400 A Street Glen Burnie, MD 21061
Riviera Beach Elem. 8515 Jenkins Road Pasadena Md 21122	Rolling Knolls Elem. 1985 Valley Road Annapolis , MD 21401	Severn River High 201 Central Avenue , East Edgewater MD 21037
Severn Oaks. Elem. 1905 Town Center Boulevard Odenton, MD 21113	Severn Elem. 838 Reece Road Severn, MD 21144	Severna Park High 60 Robinson Road Severna Park MD 21146
Severna Park Elem. 6 Riggs Avenue Severna Park MD 21146	Severna Park Middle 450 Jumpers Hole Road Severna Park MD 21146	Solley Elem. 7608 Solley Road Glen Burnie, MD 21060
Shady Side Elem 4859 Atwell Road Shady Side, MD 20764	Shipley's Choice Elem. 310 Governor Stone Parkway Millersville, MD 21108	Southern Middle 5235 Solomons Island Road Lothian , MD 20711
Southern High 4400 Solomons Island Road Harwood, MD 20776	South Shore Elem. 1376 Fairfield Loop Road Crownsville, MD 21032	Sunset Elem. 8572 Ft. Smallwood Road Pasadena , MD 21122
Tracey's Elem. 20 Deale Road Tracys Landing, MD 20779	Southgate Elem. 290 Shetlands Lane Glen Burnie, MD 21061	Windsor Farms Elem. 591 Broadneck Road Annapolis, MD 21409
Van Bokkelen Elem. 1140 Reece Road Severn, MD 21144	Woodside Elem. 160 Funke Road Glen Burnie MD 21061	

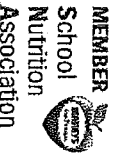
MEETING YOUR GUIDELINES WITH DELICIOUS PRODUCTS.

Every state will now be required to follow the USDA Federal Guidelines when it comes to school nutritional meal products and a la carte items. Our goal is to assist you in finding delicious products to satisfy and delight students and staff, while enabling you to increase your school's profit potential and meeting your specific needs and guidelines.

HERSHEY'S GUIDELINES

Our new line of products meets the USDA Federal Guidelines and beverages sold outside the school meal program during the school day must meet the nutritional requirements. These standards are:

- If Hershey's products listed below contain <190 calories, <6g total fat and <2g saturated fat, they may be sold by the school as meeting the USDA Guidelines.



ITEM	SERVING (g)	Calories	Fat Calories	Total Fat (g)	Sat Fat (g)	Trans Fat (g)	Sodium (mg)	Sugars (g)	Carbs (g)
No Fat Sour Blue Raspberry Twister Cup [†]	87.8	80	0	0	0	0	10	14	19
No Fat Sour Apple Twister Cup [†]	87.8	80	0	0	0	0	10	14	19
No Fat Banana Cream Yogurt Twister Cup [†]	66.47	80	0	0	0	0	15	15	17
No Fat Birthday Cake Yogurt Twister Cup [†]	66.47	80	0	0	0	0	15	15	16
No Fat Cotton Candy Yogurt Twister Cup [†]	66.47	80	0	0	0	0	15	15	15
Low Fat Cookies 'N' Cream Cone	62	120	15	1.5	1	0	100	14	14
Crazy Cone	64	120	15	2	1	0	80	10	24
Chocolate Vanilla Twist Cone*	64	150	15	2	1.5	0	95	20	30
No Fat Raspberry Yogurt Dessert Cup [†]	70.9	110	0	0	0	0	85	20	23
No Fat Vanilla Yogurt Dessert Cup [†]	68.71	80	0	0	0	0	80	15	16
Lemon Sherbet Dessert Cup [†]	95.77	100	10	1	0.5	0	40	22	23
Orange Sherbet Dessert Cup [†]	95.77	100	10	1	0.5	0	40	22	23
Raspberry Sherbet Dessert Cup [†]	95.77	120	10	1	0.5	0	40	25	27
No Fat Birthday Cake Yogurt Dessert Cup [†]	51	60	0	0	0	0	65	12	12
Low Fat Chocolate Ice Cream Dessert Cup*	52	70	10	1	0.5	0	50	11	12
Low Fat Strawberry Sundae Dessert Cup*	52	80	10	1	0.5	0	60	16	17
Low Fat Vanilla Ice Cream Dessert Cup*	52	60	10	1	0.5	0	45	11	12
Low Fat Cotton Candy Ice Cream Dessert Cup*	52	60	10	1	0.5	0	45	11	12
Red Fat Vanilla Mighty Mini Sandwich	44	120	30	2.5	1	0	70	10	12
Reduced Fat Vanilla Ice Cream Sandwich	64.54	180	30	3.5	1.5	0	150	20	33
Minty Mint Ice Cream Sandwich*	65	180	30	3.5	1.5	0	150	20	33
Banana Cream Tropi-Kool Fruit Bar [†]	113	170	25	2.5	1.5	0	30	28	33
Strawberry Tropi-Kool Fruit Bar [†]	113	110	0	0	0	0	0	25	29
Mango Tropi-Kool Fruit Bar [†]	113	110	0	0	0	0	5	28	29
Chocolate Scooter Ice Cream Bar	68	140	45	5	1.5	0	100	17	22
Strawberry Scooter Ice Cream Bar	68	140	45	5	1.5	0	50	17	22
Orange Blossom Bar*	62	70	10	1	0.5	0	50	13	14
Polar Blast - Fruit Punch Bar [†]	73.93	70	0	0	0	0	5	12	16
Fudge-o-Bar*	68	80	0	0	0	0	80	15	16
1oz Whole Grain Chocolate Brownie Cookie*	28	100	30	3.5	1	0	90	8	17
1oz Whole Grain Sugar Cookie*	28	100	30	3.5	1	0	90	8	18
1oz Whole Grain Baked Raisin Cookie*	28	100	30	3	1	0	65	8	18
1oz Whole Grain Chocolate Chip Cookie*	28	100	30	3.5	1	0	85	8	17
1oz Whole Grain Rainbow Cookie*	28	100	30	3.5	1	0	85	8	15

* - NEW PRODUCT † - GLUTEN FREE ‡ - COMING 2016



Hershey's Ice Cream Price List

Hershey Owned Equipment

Prices Effective April 4, 2016

Product	Quantity Per Case	Wholesale Per Item	Unit Price	Suggested Retail	Gross Profit %
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PACKAGE

Scronds	3	\$11.28	\$3.76	\$4.89	23.11%
Round Pints	6	\$11.58	\$1.93	\$2.79	30.82%
Tally Ho Rounds	6	\$6.24	\$1.04	\$1.49	30.20%
Slices	4	\$9.84	\$2.46	\$3.29	25.23%

STICKS

2.5 oz. Single Stick Ice Pops	36	\$8.82	\$0.25	\$0.35	30.00%
3 oz. Banjo Stick Bar - NEW	36	\$12.24	\$0.34	\$0.50	32.00%
3 oz. Fudjo Stick Bar - NEW	36	\$12.24	\$0.34	\$0.50	32.00%
3 oz. Orange Blossom Stick Bar - NEW	36	\$12.24	\$0.34	\$0.50	32.00%
4 oz. Chocolate Éclair	24	\$21.84	\$0.91	\$1.35	32.59%
4 oz. Cotton Candy	24	\$21.84	\$0.91	\$1.35	32.59%
4 oz. Strawberry Shortcake	24	\$21.84	\$0.91	\$1.35	32.59%
Faces - Transformers & My Little Pony	18	\$18.72	\$1.04	\$1.49	30.20%
Tropi-Kool Fruit Bar	24	\$21.03	\$0.88	\$1.49	41.19%

CUPS

4 oz. Foam Cups - Ice Cream, Sherbet & Ice	24	\$6.96	\$0.29		
4 oz. Foam Cups - NF Yogurt & RF/NSA Ice Cream	24	\$8.16	\$0.34		
4 oz. Foam Cups - NS Lemon Ice	24	\$8.16	\$0.34		
4 oz. Foam Cups - NF/NSA Sorbet	24	\$10.08	\$0.42		
4 oz. Tally Ho Foam Cups	24	\$5.52	\$0.23		
3 oz. Plastic Cups	40	\$11.20	\$0.28		
6 oz. Cups - Ice Cream, Italian Ice, Sundaes, Swirls & Whirls	12	\$14.16	\$1.18	\$1.69	30.18%
Screwball	18	\$11.88	\$0.66	\$0.99	33.33%

CONES

P-Nutty	24	\$16.56	\$0.69	\$0.99	30.30%
Incredible Cone	12	\$14.16	\$1.18	\$1.69	30.18%
Moose Tracks Cone	12	\$15.84	\$1.32	\$1.89	30.16%
Super Cookies 'N Cream Cone (PRE-PRICED \$0.99)	24	\$16.56	\$0.69	\$0.99	30.30%



Hershey's Ice Cream Price List

SANDWICHES

Ice Cream Sandwich - Vanilla (PRE-PRICED \$0.99)	24	\$14.88	\$0.62	\$0.99	37.37%
Andes Mint Ice Cream Sandwich	24	\$24.96	\$1.04	\$1.49	30.20%
Giant Neo Sandwich	24	\$24.96	\$1.04	\$1.49	30.20%
Giant Vanilla Sandwich	24	\$24.96	\$1.04	\$1.49	30.20%
Cookies In A Cup - Chocolate Chip Cookie Round Sandwich	12	\$15.88	\$1.32	\$1.89	29.98%
Cookies In A Cup - Cookie & Cream Round Sandwich	12	\$15.88	\$1.32	\$1.89	29.98%

NOVELTY - OTHER

Block Bar	24	\$17.68	\$0.74	\$1.09	32.42%
Downhill Chillers	48	\$7.95	\$0.17	\$0.25	33.75%
Kisko Freeze Pops	50	\$7.99	\$0.16	\$0.50	68.04%

Ice Cream Cakes - 7" Round	4	\$39.41	\$9.85	\$13.99	29.57%
Moose Tracks Ice Cream Cakes	4	\$50.96	\$12.74	\$16.99	25.01%
Ice Cream Cakes - 13" x 9" Sheet	3	\$56.87	\$18.96	\$26.99	29.76%

Twisted Tom's Pretzels	60	\$35.40	\$0.59	\$2.49	76.31%
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Hershey Creamery Co, Harrisburg, PA 17101 - Not Affiliated with Hershey's Chocolate

ANNE ARUNDEL COUNTY PUBLIC SCHOOLS
PURCHASING OFFICE

2644 RIVA ROAD
ANNAPOLIS, MARYLAND 21403



ANNE ARUNDEL
COUNTY PUBLIC SCHOOLS

Request for Bid #16CM-134

Date of Issue: March 22, 2016 **Buyer/Number:** Nancy A. Smith, CPPB, 410.222.5163

Title: ICE CREAM & FREEZERS

Bid Due Date: Bids are due no later than April 29, 2016 at 2:00 PM, in the Purchasing Office. The opening is public and shall be conducted in the Bid Room at the address shown above. **NOTE: If the Central Office Building (address above) is closed due to inclement weather, bids shall be due on the next business day that the building is open. The originally scheduled bid opening time shall remain the same regardless of the opening day. Use telephone number 410-222-5160 to determine if the building is closed. ALSO NOTE: The closing of schools does not constitute the closing of the Central Office Building.**

NOTE: MINORITY & SMALL BUSINESS ENTERPRISES ARE ENCOURAGED TO RESPOND TO THIS RFB.

This Bid must be signed by an owner, partner, or in the case of the corporation, the President, Vice President, Secretary, or other corporate officers. To be signed by any other official, a Power of Attorney or Corporate Resolution must be attached to the bid. If respondent is a corporation, then it must be registered in accord with the Corporations and Associations Article of the Annotated Code of Maryland. Your signature on this page hereby provides the AACPS your acknowledgment and acceptance of the terms and conditions contained in the Request for Bid and the execution of same during the discharge of any succeeding contract.

It shall be clearly understood that unless otherwise indicated, when this page is executed by an authorized officer of the Anne Arundel County Public Schools ("AACPS"), these specifications, terms and general conditions, and price bid shall become a legally binding Contract between the Successful Bidder and the AACPS.

Name of Respondent: HERSHEY CREAMERY COMPANY

Address: 7435 ROOSEVELT BLVD, ELKRIDGE, MD 21075-6327

Phone: (410) 796-5420 Fax: (410) 379-1343 eMail: humphreyj@hersheyicecream.com

Federal ID or Social Security Number: 23-0691670 Payment Terms: _____

MDOT MBE Certification # _____ DGS Small Business Registration #: _____

Web Address: www.hersheyicecream.com MD Dept. of Assess. & Taxation # _____

Date Bid Submitted: 4/29/2016 Signature of Respondent: [Signature]

Printed/Typed Name and Title: JIM HUMPHREY, BRANCH MANAGER

Accepted by AACPS Supervisor of Purchasing: [Signature]

Date: 5/1/16

Award Limitations: _____

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Section I: GENERAL INFORMATION

1. GENERAL

The Board of Education of Anne Arundel County, also called Anne Arundel County Public Schools ("AACPS") is soliciting competitive sealed bids for all necessary supplies, materials, equipment, labor and supervision required to provide the services as more fully described herein. Services shall be performed in accordance with the specifications, terms, general conditions, and attachments (if any). ***If further information is required, contact the buyer at 410-222-5160. It is the responsibility of bidders to check for addenda on our web page (www.aacps.org) prior to the bid opening.***

Familiarize yourself with the Request for Bid (RFB). The opening place, due date and time are stated herein. Schedules for site inspections and or pre-bid conference, if required, are also noted. Familiarize yourself with the Instructions to Respondents, Check off List, Specifications, Qualifications, Mandatory Terms and Conditions, Bid Work Sheet, Experience Questionnaire, Plans (if any) and Site Conditions.

2. NO OBLIGATION

This RFB implies no obligation on the part of the AACPS.

3. RESPONSE INSTRUCTIONS

Respondents are responsible for properly labeling their bid envelope with their name, address, bid number and due date. AACPS may not be held responsible for a bid, which may be inadvertently opened prior to the specified opening date, unless it is submitted with proper labeling.

4. REJECTION/CANCELLATION OF RFB

This solicitation is subject to cancellation when determined by the Supervisor of Purchasing to be in the best interest of AACPS. Additionally, to ensure fair competition and to permit a determination of the lowest responsive bid from a responsible bidder, non-responsive bids or non-responsible bidders that demonstrably show a risk of default, or that include omissions, alterations of form and bids that are conditional or irregular in any respect, may be rejected by the Supervisor of Purchasing.

5. PRICE GUARANTEE

The respondent warrants that the bid price shall be effective for a period of not less than ninety (90) days from the date bids are due. NOTE: For the Successful Bidder, prices shall remain firm over the duration of the contract.

6. EXCEPTIONS

Should a respondent find any discrepancy in the plans and/or specifications or should there be any doubt as to the meaning or intent of any part thereof or should respondent have any exceptions to the terms and conditions stated herein, respondent must, not later than seven days (Saturdays and Sundays included) prior to the opening of bids, request clarification from AACPS. Failure to request such clarification shall be construed as a waiver of any claim by the respondent for expenses incurred because of a later interpretation of the contract documents by the Supervisor of Purchasing.

Failure to request clarification shall be construed as full acceptance of the terms and conditions as stated.

7. SUBMITTALS

The submittals for this solicitation include the original, unaltered solicitation documents including any addenda issued by AACPS, financial statement, Qualifications/Experience Questionnaire, Bid Work

Sheet, and any other additional documents requested herein shall be completed and returned with each bid. Failure to do so may cause rejection of bid. Acceptable documents for compliance with the Financial Statement mandatory requirement include, Bidder's:

- Latest Balance Sheet and Income Statement prepared by an independent accounting firm;
- Annual Report;
- Dun & Bradstreet complete Business Report or
- Other financial documents determined to be acceptable by the Supervisor of Purchasing.

8. LATE BIDS

Late bids will not be accepted unless there is a mistake on the part of an AACPS employee that causes the bid to be late. Otherwise, it is the sole responsibility for the bidder to ensure that their bid is submitted on or before the date and time specified in the solicitation. Late bids will either not be accepted, returned unopened, or destroyed at the bidder's request.

9. BID WITHDRAWAL

No bid can be withdrawn after it is submitted to AACPS unless the respondent makes a written request to the Buyer, prior to the time set for the opening of bids, or if AACPS fails to award or issue a notice of intent to award, or respondent provides clear and convincing evidence that a mistake in the bid calculation has been made *and only then with the approval of the AACPS Supervisor of Purchasing*.

10. COST OF BIDDING

AACPS accepts no responsibility for any expense incurred in the bid preparation and presentation requirements, if any. Such expense is to be borne exclusively by the respondent.

11. COOPERATIVE PURCHASING CLAUSE

Anne Arundel County Public Schools 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 supplier/contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested.

Anne Arundel County Public Schools 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 contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the bid/proposal response.

12. PROTESTS

This contract shall be subject to the provision of the Board of Education of Anne Arundel County Policies and Regulations DEC-RA.

13. REGISTRATION

Pursuant to Section 7-201 et seq. of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in Maryland shall be *registered* with the State Department of Assessments and Taxation, before doing any intra-state or foreign business in this State. Before doing any interstate business in this State, a foreign corporation shall *qualify* with the Department of Assessments and Taxation.

14. COMPETITIVE SEALED BID PROCESS

- Respondent shall submit all requirements as set forth in the RFB.
- Respondent shall submit one paper copy of their bid, including all attachments on or before the date and time specified on the title page. Bidder shall also submit one electronic copy of the bid on a flash drive or CD. Any and all bids received after the date and time specified shall be considered late and rejected on that basis.
- No respondent shall be allowed to offer more than one price on each item even though respondent may feel that two or more types or styles shall meet specifications. Respondents shall determine for themselves which to offer. If said respondent should submit more than one price on an item, all prices for that item shall be rejected at the discretion of the Buyer.
- The Buyer shall review each submission for responsiveness. If the bid is determined to be not responsive or the bidder not responsible, the bid shall be rejected and the bidder notified in writing accordingly.
- Award of this RFB may be made by group, item, lot or any combination at the sole option of the AACPS and shall be made to the respondent(s) offering the lowest favorable bid price. Multiple awards may be made.

15. ANTI-BRIBERY

The Contractor warrants that neither it nor any of its officers, directors, or partners nor any of its employees who are directly involved in obtaining or performing contracts with any public body has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any state or of the federal government or has engaged in conduct since July 1, 1977, which would constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

16. SITE INSPECTION

Contractors shall be responsible for examining all locations and surroundings in which the service is to be performed, thoroughly acquainting themselves with the details of the work and all conditions and obstacles, if any, which may be encountered in the performance and completion of the work. If any provision of these specifications is found by bidder to be inconsistent with or contrary to any existing rule, regulation, law or ordinance, the bidder shall report such to the Supervisor of Purchasing. Failure to visit each site shall not relieve any bidder from properly determining the size and scope of work. No consideration will be given to awarded contractors for failing to visit each site.

Inspections may be arranged by **calling** each school, Monday through Friday between 8 AM and 3 PM, except AACPS recognized holidays, to make an appointment and identify the employee(s) that will be visiting the site. When Contractor's employee(s) arrive on site, they will be required to produce a copy of the bid advertisement or bidding documents along with their photo identification. Where scanning equipment is located, their identification will be scanned to ensure compliance with paragraph 22 Sex Offender Notification of this section. If the Contractor's representative cannot produce this required documentation, or the scan identifies the employee(s) as a registered offender, the school reserves the unilateral right to not allow Contractor's employee(s) on site for any reason. This will not constitute grounds for an extension of the bid due date.

17. TAXES

The AACPS is exempt from Federal Excise taxes [52-73-0144K] and State and local Sales or Use taxes [3000110-2]. Respondents shall not include these taxes in their bid price. Exemption certificates

will be provided upon request. Where a Contractor is required to furnish and install material in the construction or improvement of real property in performance of a contract, the Contractor shall pay the Maryland sales tax and the exemption does not apply.

18. BEST CUSTOMER

The AACPS expects to receive pricing of the best customer of the Supplier/Contractor. If during the life of any resulting contract a better price is offered to another customer, then that best price shall be offered to the AACPS.

19. TOBACCO PRODUCTS

The use of Tobacco products is not permitted on school property. Referencing AACPS Board Policy Code GAC and Code of Maryland Regulations 13A.02.04, the use of tobacco products is not permitted in or on property owned by the Board of Education of Anne Arundel County. Failure to comply with this clause is considered a material breach of contract that may result in termination.

20. IRREGULARITIES

AACPS reserves the right to waive any minor mistakes in the solicitations and or bids. AACPS 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.

21. SUBCONTRACTORS

AACPS shall enter into an agreement with the selected Contractor(s) only. The selected Contractor(s) shall be responsible for all products and services as required by this RFB. Subcontractors, if any, shall be identified and a complete description of their role relative to this bid shall be included at the time of the bid opening.

22. 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*. An AACPS 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

An AACPS 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

- A. AACPS contractors shall ensure compliance with the requirements in Sections A and B above for their workforce. Workforce means all of the contractor's direct employees, subcontractors, and independent contractors.
- B. Violations of any of these provisions may result in immediate termination for cause.

Each contractor shall screen their work-forces to ensure that a Registered Sex Offender does not perform work at a county public school and also ensure that a subcontractor and independent contractor conducts screening of its personnel who may work at a school. The term "work force" is intended to refer to all of the contractor's direct employees and subcontractors and/or independent contractors it uses to perform the work. Violations of this provision may cause AACPS to take action against the contractor up to and including termination of the contract.

To assist you in identifying Registered Sex Offenders, the Purchasing Office has the list of Registered Sex Offenders, which you are welcome to view. The AACPS Office of School Security maintains this list and distributes updates to us as new offenders are identified.

23. ACCESS TO PUBLIC RECORDS ACT

Respondent should identify those portions of its bid/proposal that it considers confidential, proprietary commercial information or trade secrets, and provide, upon request, justification why such materials, if requested, should not be disclosed by the AACPS under the Access of Public Records Act. Respondents are advised that, upon request for this information from a third party, the Supervisor of Purchasing will be required to make an independent determination whether the information may be disclosed. Failure to clearly identify confidential, proprietary or trade secret information will be an indication to AACPS that the entire bid/proposal is available for public disclosure.

24. GIFTS

In accordance with Board Policy Code BAF, contractors/vendors are hereby notified that the giving or offering a gift or series of gifts to a Board official or employee is improper and may result in disqualification from future work on the grounds that the donor/offor is no longer a responsible bidder or vendor. The subject Code further states that Board officials and employees shall not "solicit any gift, or accept any gift or series of gifts exceeding \$20 in value in a calendar year 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, except where such gifts would not present a conflict of interest as determined by the Ethics Panel. For purposes of this section, gift includes the transfer of any service or thing of economic value regardless of form without adequate and lawful consideration.

25. eMarylandMarketplace REGISTRATION

Contractors are required to register with eMaryland Marketplace <https://emaryland.buyspeed.com/bsc> within five days following notice of award. Maryland Law requires local and State agencies to post award notices on eMarylandMarketplace which requires all Successful Bidders to register in the system. Registration is free. Failure to comply with this requirement may be considered grounds for default. It is recommended that any interested bidder register with eMarylandMarketplace regardless of

the award outcome for this procurement as it is a valuable resource for bid notification for municipalities throughout Maryland.

26. **Check-off list** for required documents in your bid response, provided for your convenience:

1. **Return entire, original document including Title Page, Specifications, Addenda, and Bid Work Sheet. One paper copy and one electronic copy provided on a flash drive or CD is required.**
2. Qualification/Experience Questionnaire
3. Financial Statement

Failure to provide the required documents may be cause for rejection of your bid.

Section II: Qualifications/Experience Questionnaire/Affidavit

Submitted to: Anne Arundel County Public Schools, Purchasing Office

By: HERSHEY CREAMERY COMPANY

Information furnished in response to this Questionnaire and any verification made by the Anne Arundel County Public Schools (AACPS) shall provide a basis for determining the responsibility of bidders. If AACPS, in its sole discretion, determines that a bidder's references are inadequate, AACPS reserves the right to determine a bidder is not responsible which may be cause for rejection of the bid.

Respondent shall have at least five years of experience in providing and delivering ice cream products to school cafeterias similar in scope and complexity to those described herein.

How many years has your firm been in the business of providing similar services/scope of work? _____ Years of relevant experience

2. List at least three contracts/references similar to the work described herein, in which your organization has completed within the last 12 months. (Include company names, firm or government agency, address, and contact person and phone number).

- A. Company: ARAMARK Date of Substantial Completion: _____
 Address: 1101 MARKET ST.
 PHILADELPHIA, PA 19107
 Contact Person: _____ Phone Number: 800-999-8989
 Value: \$ _____
- B. Company: COMPASS GROUP Date of Substantial Completion: _____
 Address: 3050 TAFE BLVD.
 SE HICKORY, NC 28601
 Contact Person: _____ Phone Number: (704) 328-4018
 Value: \$ _____
- C. Company: ALEXANDRIA CITY PUBLIC SCHOOLS Date of Substantial Completion: _____
 Address: 1340 BRADDOCK PLACE - SUITE 620
 ALEXANDRIA, VA 22314
 Contact Person: ANNIKA TOLSON Phone Number: (703) 824-6640
 Value: \$ _____

3. List two professional references not including those cited above. Provide name, address, phone and fax number and point of contact.

Name	Address	Phone & Fax	Email	Point of Contact
ALL STAR DAIRY ASSOCIATION	LEXINGTON, KY 40591	PH. 800-930-3644 FAX. 859-255-3647		MINDY HUTCHINSON
GREEN BAY PKG.	HUNT VALLEY, MD 21031	PH. 410-785-2233 FAX. 410-785-4815		ANGIE AMOS

4. What is your Dunn and Bradstreet Rating? 1R2
5. How many people does your company currently employ on a:
- A. Full Time basis? 420 B. Part Time basis? 130
6. Has your organization performed any contract for any Department, Board, Administration, Agency, organization of the State of Maryland or Anne Arundel County Government 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).
7. 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, or liquidated damages arising out of poor or non-performance? Explain. NO
8. Has your company ever been suspended or debarred bidding on future Local, State or Federal contracts by the Board of Public Works, or any other Local, State or Federal organization for any reason? Explain. NO
9. Has your company ever filed for bankruptcy/receivership or any other similar defalcation? Explain. NO
10. Is any part of the service or product provided under this solicitation purchased or made outside the United States? Explain. NO

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.

Date this 28 day of April 2016

Name of Organization: Hershey ICE CASAM

By: Jim Humphrey

Jim Humphrey
(Print Name)

Title: Branch Manager

Section III: SPECIFICATIONS

1. SCOPE

Anne Arundel County Public Schools, herein called AACPS, is contracting for all labor, supervision, materials, and equipment, necessary to provide and deliver ice cream products and freezers in accordance with the attached terms, specifications and general conditions. AACPS is acting as lead agency for this Contract and it will include Carroll County Public Schools, Montgomery County Public Schools, Baltimore County Public Schools, St. Mary's County Public Schools, and Charles County Public Schools. A usage sheet for most schools is attached and estimated quantities on the Bid Work Sheet are as accurate as possible. It will be up to the Successful Bidder to determine whom and how many freezers will be needed. **Each agency will award and administer their individual contract.**

2. CONTRACTOR'S RESPONSIBILITY

2.1 General

Contractor shall ensure all food items listed herein shall be processed, packaged, and delivered in a manner so as to meet the regulations of the Maryland Health Department, United States Department of Agriculture, United States Department of Interior, Anne Arundel County Health Department, and the requirements of the Federal Food, Drug, and Cosmetic Act, and the regulations promulgated thereunder. Failure to abide by these standards shall be considered grounds for default. While a manufacturer's name and number may be provided, it is intended to establish minimum requirements and not to restrict bidding. **Fact and ingredient sheets shall be submitted with the Bid Work Sheet for each item on the Bid. Failure to do may be cause for rejection of Bid.**

2.2 Nutritional Requirements

Products shall NOT contain monosodium glutamate (MSG). Successful Bidders who later substitute product containing MSG may forfeit ALL awarded items. Products shall NOT contain artificial trans-fat. A food is considered to contain artificial trans-fat if the food label lists it as an ingredient, or contains vegetable shortening, margarine, or any kind of partially hydrogenated vegetable oil. However, a food with a nutritional facts label or other documentation from the manufacturer lists the trans-fat content of the food as less than 0.5 grams per serving shall not be considered to contain artificial trans-fat. Bee shall be made without the addition of lean finely textured beef (LFTB).

AACPS also requires that food products NOT contain the following ingredients:

- Artificial colorings: Blue 2, Green 3, Red 3, Yellow 5, and Yellow 6
- Aspartame or Acesulfame-Potassium
- Butylated Hydroxyanisole (BHA)
- Potassium Bromate
- Propyl Gallate
- Saccharin
- Sodium Tripoly Phosphate (STPP) – fish products
- Tert-Butylhydroquinone (TBHQ)

* Bidder shall include manufacturer statements confirming that products are manufactured in a tree nut free and peanut free facility.

2.3 Damage

Contractor shall furnish all food items listed herein, free of damage and spoilage. A signed delivery ticket shall not imply that items received were in good condition, only that the items were received. AACPS reserves the right to return any damaged or spoiled items for full credit, at no expense to AACPS.

2.4 Percentage Discounts for Catalog/Price List Items

AACPS Food and Nutrition Services is requesting Bidders submit a percentage discount for all items listed in their catalog/price list, which are not specifically listed on the Bid Worksheet. It is the intent of Food and Nutrition Services to add items, other than the standard items, throughout the school year. These items will be changed periodically and be considered enhancement items. All percentage discounts shall be F.O.B. Destination and shall include all charges that may be imposed in fulfilling the terms of this contract. Percentage discounts shall remain firm throughout the period of the Contract. If the catalog/price list changes during the term of the Contract, AACPS shall be notified immediately and provided copies of the new lists. Catalog/lists shall be provided free of charge and shall be current at the time of request.

2.5 Ordering and Delivery

- 2.5.1 Delivery hours shall be between 8:00 am and 1:30 pm on school days only.
- 2.5.2 Delivery shall not be considered complete until items have been placed within the cafeteria in the area designated by the Cafeteria Manager. This does not mean storage of these items.
- 2.5.3 Delivery shall be made according to listed schools. See Attachments.
- 2.5.4 Contractor's delivery trucks shall be equipped with a backup alarm.
- 2.5.5 Contractor's delivery trucks shall be refrigerated to maintain correct temperature for ice cream products.
- 2.5.6 All deliveries shall be made in clean, closed vehicles, maintained in a sanitary condition and complying with all applicable laws.
- 2.5.7 Initial orders shall be picked up by the Contractor at the Food Services Office, 2666 Riva Road, Annapolis, Maryland, 21401, in August. Subsequent orders shall be processed on-line.
- 2.5.8 It is the Contractor's responsibility to become aware on non-scheduled closings due to inclement weather or other causes beyond the control of AACPS. Unscheduled closings can be found on the AACPS website at www.aacps.org.
- 2.5.9 Drop deliveries shall not be allowed.
- 2.5.10 Included in the specification is a list of delivery points to be served during the Contract period. It is possible that new school situations may develop during the school year and the Contractor shall be required to deliver items specified, subject to all terms and conditions of the Contract.

2.5.11 Contractor shall pick up any delivery containers on a mutually agreed upon schedule so as not to cause a storage problem or hazard to personnel.

2.5.12 No restocking charges shall be allowed for this Contract.

2.5.13 Deliveries shall be accompanied by delivery tickets. Each ticket shall contain the following information:

Date
Name of Contractor
Name of School
Name of Items and Quantity of Each
Cafeteria Manager's Signature

2.6 Food/Product Cancellation

Products on contract may be cancelled during the Contract period due to modifications in the nutrient composition of food or beverages mandate by the Maryland State Department of Education, or other State, Federal, or Anne Arundel County Board of Education Regulations.

2.7 Sample Items

2.7.1 Bids will only be accepted for items approved by the Division of Food and Nutrition Services. Failure to provide samples may be cause for rejection of Bid.

2.7.2 Contractor shall provide a sample package of ice cream products as described on the Bid Work Sheet and deliver to the AACPS Food Services Office, 2666 Riva Road, Suite #100, Annapolis, MD 21401, April 11, 2016 thru April 15, 2016, between the hours of 8:00 am and 4:00 pm. Bidders will be notified no later than April 20, 2016, of the approved or disapproved items. In cases where this information has not been received, it is the responsibility of the Bidder to obtain this information by calling Nancy Smith, AACPS Purchasing at 410.222.5163.

2.7.3 A fact sheet with complete nutritional analysis information and product specification shall be provided with every sample. The fact sheet shall come from the manufacturer and shall be an original. Copies may not be accepted. Product shall meet USDA requirements regarding Food of Minimal Nutritional Value.

2.8 Contractor's Responsibility for Freezers

2.8.1 Contractor shall provide ice cream freezer cabinets in all schools that sell ice cream during the contract period. (Delivery sites attached)

2.8.2 All freezer cabinets shall be in good working order and free of damage or blemishes.

2.8.3 It shall be the responsibility of the Contractor to meet all County's Health Department regulations for maintenance and refrigeration service on freezer cabinets.


2.8.4 Contractor shall provide lock bars for ice cream cabinets. Lock bars shall keep cabinets tightly locked.

 2.8.5 Contractor shall be responsible for replacement of ½ ice cream loss due to freezer breakdown.


2.9 Product Complaint

2.9.1 Cafeteria Managers shall complete a Comment-Complaint Sheet each and every time they receive defective, deficient or otherwise irregular shipments. This form shall be used to measure the performance of the Contractor. Failure to comply with the specifications contained herein is considered evidence of poor performance. If a pattern or practice of poor performance continues, it may be cause for termination of the Contract.

2.9.2 The Food Service Offices reserves the right to return any damaged or spoiled items and receive credit for same. A signed delivery ticket shall not imply that items received were in good condition, only that the items were received.

 2.9.3 The right is reserved to return all unopened cartons of in-date product for full credit at the end of the school year.

2.10 Price Adjustment

 Contractor shall hold all prices offered herein firm against any increase for the first year of the Contract. Prior to commencement of the second year of the Contract and subsequent renewal terms, AACPS shall entertain a request for price adjustments, in writing, **at least sixty (60) days prior to the renewal date**. Such a request shall include at a minimum, (1) the cause for the adjustment; (2) proposed effective date, (3) the amount of the change requested with documentation to support the requested adjustment (i.e., appropriate Bureau of Labor Statistics, Consumer Price Index (CPI-U), change in the manufacturer's price, etc.) Such price adjustment shall be by the same percentage as documented and the Contract shall be modified accordingly provided that:

- a) The total of the increase in a Contract Unit Price shall not exceed a total of five percent (5 %) of the original or previous contract term Unit Price.
- b) The increased Contract Unit Price may be effective after 365 calendar days provided that the Contractor submits a written request, with supporting documentation, for an increase, at least sixty (60) days prior to the proposed effective date of the price increase.
- c) The increased Contract Unit Price shall not apply to orders received by the Contractor prior to the effective date of the increased Contract Unit Price.
- d) Such requested Contract Unit Price increase shall become effective only upon written approval by AACPS Purchasing Division.
- e) Within thirty (30) calendar days after receipt of a Contractor's written request, the Purchasing Office may cancel, without liability to AACPS, any portion of the Contract affected by the requested increase and undelivered at the time of such cancellation.

2.11 Billing and Payments

- 2.11.1 Contractor shall furnish an original delivery ticket and one copy with each delivery. The Cafeteria Manager shall retain the original ticket and copy. The delivery shall be subtotaled by product category at the direct of AACPS. Product categories may be changed at the discretion of AACPS. Each ticket shall contain the following information:

Name of School	Date	
Name of Item	Quantity	Price of Item
Manager's Signature	Name of Contractor	

- 2.11.2 Statements (for AACPS) shall be sent to:

Beverly Knee, Accountant
Anne Arundel County Public Schools
Division of Food and Nutrition
Heritage Office Complex
1666 Riva Road, Suite 100
Annapolis, Maryland 21401

- 2.11.3 Statements shall be in the AACPS office by the seventh of each month for the preceding month. Statements shall be verified for correctness and AACPS shall pay statement subtotal as directed at the discretion of AACPS.

2.12 Fort George G. Meade

Heightened Security is in effect at Fort Meade. The Anne Arundel County Schools that are located at Fort Meade are:

Manor View Elementary School
2900 MacArthur Road
Ft. George G. Meade MD 20755
410-222-6504

West Meade Early Education Center
7722 Ray Street
Ft. George G. Meade MD 20755
410-222-6545

Pershing Hill Elementary School
7600 29th Division Road
Ft. George G. Meade MD 20755
410-222-6519

MacArthur Middle School
3500 Rockenbach Road
Ft. George G. Meade MD 20755
410-674-0032

Starting July 1, 2015, all visitors to the Fort Meade Installation, including contractor personnel, must submit to a background check to gain access to the Installation. NO EXCEPTIONS.

All contractors conducting legitimate business on behalf of Anne Arundel County Public Schools must obtain the necessary access credentials through the Installation's Visitor Control Center at Visitor Control Center

902 Reece Road

7:30 a.m. to 3:30 p.m., Monday through Friday

(301) 677-1064 or (301) 677-1065

Contractor personnel must submit a Form 192 and present the following forms of identification in order to obtain an ID badge:

- 1) A State-issued identification card (e.g. driver's license);
- 2) Original social security card (photocopy not acceptable); and

3) Original birth certificate or passport as proof of citizenship. Contractor personnel not born U.S. citizens will be required to provide immigration documentation. Contractors are responsible for ensuring their employees, subcontractors, and agents have the necessary credentials to access the Installation.

Note: Meade High School and Meade Middle School are separate from the secure portion of the Installation and may be accessed without an ID badge.

The Real ID Act of 2005 takes effect on 19 January 2015. Those with Driver's License or State ID from Arizona, Louisiana, Maine, Oklahoma, and American Samoa, and those with New York, Minnesota and Washington State that do not have a GOLD Star on top right corner, will not be allowed access to the installation without an additional acceptable picture ID such as a passport.

Vehicle Registration is located in the Visitor Control Center, adjacent to the Reece Road and Route 175 Entrance. Entry for deliveries to Schools on Fort George G. Meade must be made through the entrance at Route 32 and Mapes Road.

Security measures may change and as they do, contractors are solely responsible for any expense and to keep updated on all new procedures by visiting Fort Meade's website at <http://www.ftmeade.army.mil> and/or by calling the Visitor Control Center at 301-677-1063, and for compliance therewith.

Please also be aware that the Department of Defense has instituted a new policy on the use of cell phones which specifically prohibits cell phone use while driving on Fort Meade properties. Violators will be fined.

2.13 CONFIDENTIALITY

Contractor shall ensure the complete confidentiality of any and all information provided by AACPS, 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 the Supervisor of Purchasing.

3. **AACPS RESPONSIBILITIES**

3.1 **Access to the Premises**

AACPS will provide access to applicable AACPS Locations, Monday through Friday 8:00 A.M. to 2:00 P.M., all days AACPS is open for business. Vendors are welcome to visit our website at www.aacps.org for school holidays and other school closings.

3.2 **Inspection of Services and Testing of Supplies and Services**

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

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

If the AACPS 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 increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(1) No Inspector other than the Supervisor of Purchasing 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) Location. 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) Time. 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 materials/services do not conform to solicitation/contract requirements, the AACPS may require the Contractor to perform the services again in conformity with contract requirements, the AACPS may:

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) 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, the AACPS may:

(1) By contract or otherwise acquire the supplies/services and charge to the Contractor any cost incurred by the AACPS that is directly related to the acquisition of such material/service; and/or Terminate the contract for default.

4. QUANTITIES

AACPS reserves the right to increase or decrease quantities as required. Quantities are approximate and unit prices bid shall apply regardless of any increase or decrease in the estimated quantities shown herein.

5. DURATION OF CONTRACT

Once awarded, the contract shall remain in force and effect for a period not to exceed two years from the date of award. Upon completion of this initial term, AACPS reserves the right to rebid or, at its sole option, to extend this contract for two, one (1) year periods.

6. SURETY

RESERVED

7. INSURANCE REQUIREMENTS

Unless otherwise required in these specifications, or elsewhere, if a Contract is awarded the Contractor shall be required to 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.

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 Board of Education of Anne Arundel County (the BOARD) AKA Anne Arundel County Public Schools (AACPS) and all of its agents and employees shall be named as an additional insured, which shall be shown on the insurance certificates furnished to AACPS under this Section.

Business Automobile Liability Insurance

At least \$1,000,000 Combined Single Limit 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.

 The Contractor shall provide AACPS with a Certificate of Insurance evidencing the coverage required above within ten (10) days of the date of the notice of award. While under contract if the Contractor receives an insurer's non-renewal or cancellation notice the Contractor shall fax a copy within two (2) business days of its receipt to the Supervisor of Purchasing at (410) 222-5624. The Contractor, if requested by AACPS, 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 any resulting Contract and shall operate as an immediate termination thereof.

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 the Board of Education of Anne Arundel County (the Board) 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 the Board and its elected and appointed officials, officers, volunteers, consultants, agents and employees. The Contractor shall advise its insurers of the forgoing.

Section IV: MANDATORY TERMS AND CONDITIONS

The following are mandatory terms and conditions to be included in all contracts

1. LEGAL COMPLIANCE

Contractor shall comply in all respect with Federal, State (including Maryland Motor Vehicle laws) and Local Regulations, including laws regarding eligibility to work in the United States. The provisions of this Contract shall be governed by the laws of Maryland. Any disputes, legal cases or other controversies shall be pursued in Maryland Courts consistent with and subject to Maryland State Law.

If applicable, all materials, supplies, equipment, or services supplied, as a result of this Contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act Standards.

2. EPA COMPLIANCE

Materials, supplies, equipment, or services shall comply in all respects with the Federal Noise Control Act of 1972, where applicable.

3. MINORITY AND SMALL BUSINESS ENTERPRISES

Minority Business Enterprises are encouraged to respond to this solicitation notice. It is the goal of AACPS that Maryland Department of Transportation certified Minority Business Enterprises participate, to the fullest extent possible, in all construction, supply, and service procurements of AACPS. For additional information please contact AACPS's Minority and Small Business Enterprise Office, Esther Avery at 410-222-5130. The Maryland Department of Transportation web site (www.mdot.state.md.us) is available to help locate Maryland Department of Transportation Certified Minority Business Enterprises.

4. RETENTION OF RECORDS

The Contractor shall retain and maintain all records and documents relating to this contract for five (5) years after final payment by the AACPS hereunder or any applicable statute of limitation, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the AACPS, including the Supervisor of Purchasing or the Supervisor of Purchasing's designee, at all reasonable time.

5. OCCUPATIONAL SAFETY AND HEALTH (O.S.H.A.)

All materials, supplies, equipment, or services supplied, as a result of this contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act standards.

6. HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA SHEET

(a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The Offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This

information shall also be included on the Material Safety Data Sheet submitted under this contract.

7. TERMINATION

7.1 TERMINATION FOR DEFAULT

Should a Contractor fail to perform fully, faithfully and promptly any obligation owed to AACPS under this contract, then AACPS 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 AACPS shall not be construed as a waiver of any other right or remedy afforded by law or by agreement between the parties which AACPS may have against Contractor. No failure of AACPS 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.

7.2 TERMINATION FOR CONVENIENCE

The performance of work under this contract may be terminated by AACPS in accordance with this clause in whole, or from time to time in part, whenever AACPS shall determine that such termination is in the best interest of AACPS. AACPS 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.

7.3 NONAVAILABILITY OF FUNDING

If the County Council 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 AACPS'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 AACPS from future performance of the contract, but not from their rights and obligations existing at the time of termination.

8. ASSIGNMENT

The assignment of this contract to successors, associated companies or any other parties by the Contractor for any reason, without the expressed written approval of AACPS, is hereby specifically prohibited.

9. PAYMENT

Subject to the performance of the work and its acceptance by the AACPS, contractor may invoice the AACPS for all appropriate charges for services performed during the billing period. All such charges shall be derived in accordance with the prices originally bid on the BID WORK SHEET, found in Section V attached hereto and made a part hereof. In the event that contractor is not in default of any of the contract terms and conditions, then AACPS shall cause said invoice to be timely paid.

Contractor agrees to include on the face of all invoices billed to the AACPS, its Taxpayer Identification Number, which is the Social Security Number for individuals and sole proprietors and the Federal

Employer Identification Number for all other types of organizations, and the purchasing document number; such as the purchase order.

When appropriate, AACPS reserves the right to use the AACPS procurement card for the payment of supplies or services listed in the Contract in lieu of issuing a purchase order. No procurement card transaction shall take place without the written authorization of the cardholder indicating the order for the supplies or services. The limits set on the procurement card shall not be exceeded nor shall the order be split to fall within those limits. The Contractor shall receive orders by phone, facsimile, or other forms of notification from the AACPS procurement card holder. The Contractor may process a payment in the credit card network ONLY upon shipment of supplies or performance of the services ordered by the cardholder. For partial shipments or performance, the Contractor may process a payment ONLY for the amount shipped or completed and NOT for the entire amount ordered by the cardholder. Upon shipment or completion of the remaining order, the Contractor may process a payment request to the credit card network for the remainder of the order. ***The Contractor shall not charge AACPS for any fees related to the use of the procurement card over and above their bid prices.***

10. INDEMNIFICATION OF THE ANNE ARUNDEL COUNTY PUBLIC SCHOOLS

Contractor shall indemnify and save harmless the AACPS, its agents, AACPS members and employees, against and from all suits, actions, claims, demands, damages, losses, expenses and/or costs of every kind and description to which the AACPS 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 the AACPS, its agents, AACPS members and employees, or be against, suffered or sustained by other corporations and persons to whom the AACPS, its agents, AACPS members and employees, may become liable therefore, except that Contractor shall not indemnify and save harmless the AACPS, its agents, AACPS members and employees, against and from all suits, actions, claims, demands, damages, losses, expenses and/or costs arising from or due to the negligence of the AACPS or its agents, AACPS members and employees. The whole, or so much of the moneys due, or to become due the Contractor under the contract, as may be considered necessary by the Supervisor of Purchasing, may be retained by the AACPS until such suits or claims for damages shall have been settled, or otherwise disposed of, and satisfactory evidence to that effect furnished to the Supervisor of Purchasing.

11. AGENT CERTIFICATION

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the Contractor, architect, or engineer, to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity other than a bona fide employee, bona fide salesperson, or commercial selling agency, any fee or other consideration contingent on the making of any agreement resulting from this solicitation.

12. INTELLECTUAL PROPERTY

Contractor agrees to indemnify and save harmless AACPS, its officers, agents and employees with respect to any claim, action, cost or judgment for patent infringement, or trademark or copyright violation arising out of the purchase of materials, supplies, equipment or services covered by this contract. Further, Contractor shall not share, exchange, or release AACPS's data to any other party without the express written consent from the Superintendent or his/her designee of AACPS.

13. AACPS's INCIDENTAL AND CONSEQUENTIAL DAMAGES

In accordance with the Uniform Commercial Code, section 2-715(2), which describes recoverable consequential damages, this contract covers incidental and consequential damages resulting from contractor's breach as follows:

- a) any loss resulting from general or particular requirements and needs of which the contractor at the time of contracting had reason to know and which could not reasonably be prevented by cover or otherwise; and
- b) injury to person or property proximately resulting from any breach of warranty.

14. IDENTIFICATION OF ASBESTOS CONTAINING MATERIAL

RESERVED

15. CODE OF ETHICS

This solicitation shall be governed by the Ethics and Vendor Relations policies and regulations of the Board of Education of Anne Arundel County, including Policy Code 200.05, 200.06, DEC, and Administrative Regulation DEC-RA.

16. NON HIRING OF EMPLOYEES

No employee of the AACPS or any department, commission, agency or branch thereof whose duties as such employee include matters relating to or affecting the subject matter of this contract shall, while being employed, become or be employee of the party or parties hereby contracting with the AACPS or any department, or branch thereof.

17. DISPUTES

This contract shall be subject to the provision of the Board of Education of Anne Arundel County Policies and Regulations Manual, Code DEC. Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the contract in accordance with the Supervisor of Purchasing's decision.

18. REGULATIONS

The regulations set forth by the Board of Education of Anne Arundel County in effect on the date of execution of this Contract are applicable to this Contract.

19. 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.

20. 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.

21. NON-DISCRIMINATION CLAUSE

Anne Arundel County Public Schools prohibits discrimination in matters affecting employment or in providing access to programs on the basis actual or perceived of race, color, religion, national origin, sex, age, marital status, sexual orientation, genetic information, gender identity, or disability unrelated in

nature and extent so as to reasonably preclude performance. For more information, contact The Office of Investigations, Anne Arundel County Public Schools, 2644 Riva Road, Annapolis, Maryland 21401, (410) 222-5286; TDD (410) 222-5500. www.aacps.org

Further, Contractor agrees not to discriminate in any manner against an employee or applicant for employment on the basis of race, color, religion, national origin, sex, age, marital status, sexual orientation, or disability unrelated in nature and extent so as to reasonably preclude performance in matters affecting employment.

22. MODIFICATIONS AND AMENDMENTS

Modifications to this Contract may be made only with the express written concurrence of both parties unless an expressed unilateral right is identified herein.

23. 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, 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. AACPS may also consider requests for price increase for raw materials that are directly attributable to the cause of delay. AACPS 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 AACPS. 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

Section V: BID WORK SHEET
#16CM-134

Contractor: _____

Hershey ICE Cream

Bid price 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, transportation, overhead, taxes, profit and any other related costs:

NOTE: Amendments to solicitations often occur prior to bid opening and sometimes within as little as 24 hours prior to bid opening. It is the potential vendor's responsibility to frequently visit this section of our site to obtain amendments once they have been posted. Completion of this Bid Work Sheet indicated that you have read this section and visited the website, www.aacps.org for amendments that may affect your bid. Note: The use of brand names shall be interpreted as follows:

1. Brand names used with the "or equivalent" clause are intended to be descriptive and not restrictive. Bids may be considered on models or brands or products of manufacturers other than those specified provided the documentation or samples required are provided with your response.
2. Brand names that do not use the words "or equivalent" after them are to be considered the only brands acceptable to AACPS.

AACPS retains the sole right to determine when an equivalent shall be accepted, and when accepted, whether or not the substitute represents a true equal against the described bona-fide requirements. The use of the words "or equal", or "or equivalent" are intended to mean the same thing.

ALSO NOTE: The quantities listed below are estimates for evaluation purposes only unless otherwise stated herein.

PLEASE PROVIDE ONE HARD COPY AND ONE COPY ON DISC ON FLASH DRIVE

SEE ATTACHED FOR BID WORK SHEET

Price Proposal Compiled by: _____

Jim HumphreyJim Humphrey Branch Manager

(Print Name and Title of Individual Signing Form)

DEFINITIONS

- (1) **"Bid"**: An offer to perform a contract for work and labor or supplying materials or goods at a specified price.
- (2) **"Contractor"**: One who contracts to do work for another. The term is strictly applicable to any person who enters into a contract, but is commonly reserved to designate one who, for a fixed price, undertakes to procure the performance of works or services, or the furnishing of goods, whether for the public or a company or individual.
- (3) **"DGS"**: Maryland Department of General Services
- (4) **"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.
- (5) **"Equivalent"**: Equal in value, force, measure, volume, power, and effect or having equal or corresponding import, meaning or significance.
- (6) **"MDOT"**: Maryland Department of Transportation
- (7) **"Request for Bids"**: Invitation for bids.
- (8) **"Responsible"**: A person who has the capability in all respects to perform fully the contract requirements and the integrity and reliability that shall assure good faith performance.
- (9) **"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.
- (11) **"Responsive Bid"**: A bid submitted in response to an invitation for bids that conforms in all material respects to the requirements contained in the invitation for bids.
- (12) **"Services"**: The rendering of time, effort, or work, rather than the furnishing of a specific physical product other than reports incidental to the required performance. It includes, but is not limited to, the professional, personal, and/or contractual services provided by architects, engineers, attorneys, accountants, physicians, consultants, appraisers, land surveyors, and where the service is associated with the provision of expertise or labor, or both.
- (13) **"Supplies"**: All tangible personal property, including equipment, leases of equipment, insurance, including necessarily associated services, and printing.
- (14) **"Vendor"**: A person who desires to enter into a contract with the AACPS for goods or services.

Company Name			Hershey Ice Cream									
Item #	Description	Approved Brand or AACPS Approved Equal	Code	Proposed Product	Estimated Quantity	Pack Size		Unit Price	Total Price			
						Total Units	Ind. Wgt.					
1	Chocolate Shortcake Bar 3.0 oz 24 per Package LF	Rich's Hershey	2468231165	Chocolate Scooter Bar	10,000	36	2.75 oz	\$0.31	\$74,440.00			
2	Strawberry Shortcake Bar 3.0 oz 24 per Package LF	Rich's Hershey	2468231166	Strawberry Scooter Bar	10,000	36	2.75 oz	\$0.31	\$74,440.00			
3	I.C. Sandwich L/F 36 per Package	Garber's Hershey	2468231319	I/C Sandwich	11,250	24	4 oz	\$0.45	\$182,250.00			
4	Strawberry Fruit Bars, 24 per Package	Blue Bunny Hershey	2668231000	Polar Blast Fruit Punch Bar	600	36	2.25 oz	\$0.24.5	\$3,528.00			
5	Ice Cream Cup 3.0 oz. 24 per Package, Vanilla LF	Garber's Hershey	2468231550	FOAM CUPS VANILLA	3,500	24	4oz	\$0.23	\$19,320.00			
6	Ice Cream Cup 3.0 oz. 24 per Package, Van/Choc LF	Garber's			4,000	N/A	N/A	N/A	N/A			
7	Ice Cream Cup 3.0 oz. 24 per Package, Cotton Candy LF	Garber's Hershey	2468231641	Plastic Ice Cream Cup Cotton Candy LT	6,000	40	3 oz	\$0.26	\$37,440.00			
8	Ice Cream Cup 3.0 oz. 24 per Package, Strawberry Ripple LF	Garber's Hershey	2468231633	Plastic Ice Cream Cup Strawberry Sundae LT	1200	40	3 oz	\$0.26	\$7,488.00			
9	Ice Cream Cup 3.0 oz. 24 per Package, Chocolate Ripple LF	Garber's Hershey	2468231635	Plastic Ice Cream Cup Chocolate Sundae LT	3725	40	3 oz	\$0.26	\$23,244.00			
10	Crumbled Cookie Cone, 24 per Package	Garber's Hershey	2468231306	Cookie & Cream Cone	12,000	24	4 oz	\$0.42	\$120,960.00			
11	School Spoons 120 per Package				1,675							
12	Sour Swell Cheery Bar 24 per Package	Garber's Hershey		N/A	5,000	N/A	N/A	N/A	N/A			
13	3 Gallon Vanilla	Garber's Hershey	5830	3 Gallon Vanilla	100	1	12 Pounds	\$21.55	\$2,155.00			
14	3 Gallon Chocolate	Garber's Hershey	5835	3 Gallon Chocolate	20	1	12 Pounds	\$21.55	\$431.00			
15	3 Gallon Strawberry	Garber's Hershey	5840	3 Gallon Strawberry	20	1	12 Pounds	\$21.55	\$431.00			
16	Creamstix	Jack n Jill Hershey	2468231173	Orange Blossom	575	36	2.5 oz	\$0.24.5	\$3,381.00			
17	Reduced Fat Mini Sandwich 2.75 oz 48 per package	Jack n Jill Hershey	2468231352	Minty Mint Sandwich	300	48	2.5 oz	\$0.28	\$4,032.00			
18	LF Vanilla/Chocolate Cone, 24 per package	Jack n Jill Hershey	2468231307	V/C Twist Cone	3050	24	4 oz	\$0.42	\$30,744.00			
19	Cookies & Cream cone R/F 4 oz., 24 per Package	Jack n Jill Hershey	2468231306	Cookie & Cream Cone	4000	24	4 oz	\$0.42	\$40,320.00			