

HARFORD COUNTY PUBLIC SCHOOLS

102 S. Hickory Avenue, Suite 310

Bel Air, Maryland 21014

BID INFORMATION

BID TITLE: **BOTTLED WATER RENTAL AND RELATED SERVICES
REQUIREMENTS CONTRACT**

BID NUMBER: **11-RRK-009**

ISSUE DATE: **August 23, 2010**

BID OPENING DATE: **September 14, 2010**

TIME OF BID OPENING: **2:30 P.M., Local Time**

DOCUMENTS FOR BID OPENING:

Vendors are reminded that not all special delivery carriers guarantee delivery to zip code 21014, Bel Air, MD, prior to 2:30 P.M., the time of bid opening, on the date delivery is promised. Bids received after the 2:30 P.M. deadline cannot be accepted. It is suggested that bidders verify the limits of guaranteed delivery with the selected special delivery carrier.

PLACE OF BID OPENING: Purchasing Office, Suite 310
Harford County Public Schools
102 S. Hickory Avenue
Bel Air, MD 21014

BID MAILING ADDRESS: Purchasing Office, Suite 310
(Hand Carry also) Harford County Public Schools
102 S. Hickory Avenue
Bel Air, MD 21014

PURCHASING AGENT: Richard G. Raulie, CPPO, C.P.M.
Richard.Raulie@hcps.org

TELEPHONE: Direct 410-809-6040

FAX: 410-638-4304

BONDING: Performance Bonds Are Not Required.

LATE BIDS WILL NOT BE ACCEPTED

Anti-discrimination Statement

The Harford County Public School System does not discriminate on the basis of race, color, sex, age, national origin, religion, sexual orientation, or disability in matters affecting employment or in providing access to programs. Inquiries related to the policies of the Board of Education of Harford County should be directed to the Communications Office at 410.588.5203.

BOTTLED WATER RENTAL AND SERVICES

BID # 11-RRK-009

**Also included as part of this document is the attached
General Terms and Conditions / Instructions to Bidders,
which will become incorporated into a subsequent contractual agreement
resulting from this solicitation.**

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**Board of Education of Harford County, Maryland
Purchasing Department
102 South Hickory Avenue
Third Floor, Suite 310
Bel Air, MD 21014**

**General Terms and Conditions
(Supplies and Equipment)
Instructions to Bidders and Offerors**

1. Receipt and Opening of Bids/Proposals

Sealed bids/proposals for the requirements identified in the attached statement of work and detailed specifications, as required by the Board of Education of Harford County will be opened at the time and date so specified. Unless otherwise indicated, bids and proposals will be opened in the Purchasing Department, 102 South Hickory Avenue, Third Floor, Suite 310, Bel Air, MD 21014. Bidder/Offerors must submit their bids/offers in a sealed envelope to the attention of the Purchasing Department. The envelope must state "Bid/Proposal Enclosed". **Late bids/proposals will not be accepted under any circumstances.** The Board of Education reserves the right to reject any or all bids/proposals, and/or waive technical defects if, in its judgment the interests of the Board shall so require. Bids/Proposals may be withdrawn before the scheduled time of opening. Withdrawal is not permitted after the bids/proposals are opened.

2. Award or Rejection of Bids / Proposals

The contract will be awarded to the lowest responsive and responsible bidder/offeror. All bid and proposal documents will become the property of the Board of Education. Bids/Proposals must be submitted in duplicate.

The Board of Education also reserves the right to reject the bid/proposal of firms who have demonstrated performance deficiencies or who have previously failed to perform properly or complete on time other Board contracts.

The Board of Education also reserves the right to reject the bid/proposal of bidders/offerors pursuant to Section 5-112 of the Education Article of the Annotated Code of Maryland.

The Board reserves the right to award a contract within sixty (60) days from the date of opening and all pricing must remain firm during that period and until the time of award. Tabulations and bid abstracts will not be provided.

3. Reservations and Annulments

- A. HCPS reserves the right to reject any or all proposals and re-advertise for other bids.
- B. HCPS reserves the right to waive technical defects within submittals.
- C. HCPS may conduct any investigation to determine the ability of the bidder/offeror to perform the work, and the bidder/offeror shall furnish to the HCPS all such information and data requested. HCPS reserves the right to reject any proposals if in its opinion as a result of its inquiry the bidder is not properly qualified to carry out the obligations of the contract.
- D. Conditional proposals will not be accepted.
- E. HCPS reserves the right to terminate any contract, if in its opinion there shall be a failure at any time to perform faithfully any of its stipulations, or in case of any willful attempt to impose upon HCPS, materials, products and/or workmanship inferior to that required by the awarded bidder, and any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of HCPS to damages for the breach of any covenant of the contract by the awarded bidder.

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- F. Should the contractor fail to comply with the conditions of this contract or fail to complete the required work within the time stipulated in the contract, HCPS reserves the right to purchase the required articles on the open market, or to complete the required work at the expense of the contractor, and to withhold on the open market, or to complete the required work at the expense of the contractor, and to withhold all money that may be due or may become due on order to mitigate its damages in accordance with law.
- G. Contractors and any of its sub-contractors shall advise the HCPS of its intention to use any employees that are hired or obtained from any penal, pre-release or work release program. In the event that such employees are used, notification to HCPS shall include the name and violation for each individual. The use of these employees must receive the prior approval of the HCPS. The contractor shall take reasonable precautions when selecting such individuals and provide strict supervision and proper safeguards. Contractor's employees are not permitted inside school buildings when the nature of the contract is for outside work.

4. **Compliance with Specifications**

The contractor shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications, as decided by HCPS, and as described herein. Deviations, exceptions, alternates, etc., may render the bid/offer as non-responsible.

5. **Deviations**

Any deviations to the specifications or statement of work must be clearly noted in detail by the bidder/offeror, in writing at the time of submittal of the formal bid/proposal. Any deviations from the specifications as written is ground for rejection of the material, equipment and or services when delivered and performed.

6. **Waiver of Technicalities**

Minor differences in the specifications or other minor technicalities may be waived at the discretion of the Supervisor of Purchasing or upon recommendation to the Board of Education.

7. **Omission of Specifications**

The omission of any specification or details of any specification which would normally apply to the products, services or construction described herein, shall not relieve the bidder/offeror from fulfilling those required specifications needed to provide an end product or service best suited to the intended purpose of this contract as determined by the Supervisor of Purchasing.

8. **"Or Equal" Clause**

Whenever a material or article required is specified or shown on the plans or specifications by using the name of a particular or proprietary product or of a particular manufacturer or vendor, any material or article which meets or exceeds the general design or performance requirements may be considered as equal to what is so specified subject to evaluation and final acceptance. Any alternates or the submission of "or equal" items must receive final approval from the HCPS.

9. **Contractor's Obligation**

The contractor shall and will, in good and professional manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the provisions of this contract and said specifications and in accordance with the plans and drawings covered by this contract and any and all supplemental plans and drawings, and in accordance with the directions of the

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Board of Education as given from time to time during the progress of the work. The contractor shall observe, comply with and be subject to all terms, conditions, requirements and limitations of the contract and specifications and shall do, carry on and complete the entire work to the complete satisfaction of the Board of Education.

10. Multi-Agency Procurement

HCPS reserves the right to extend the terms and conditions of this contract to any and all other public agencies and school districts. This is conditioned upon the contractors' approval and all purchase and payment transactions will be made directly between the contractor and the requesting public agency. HCPS assumes no obligation on behalf of any other agency.

11. Termination for Default / Convenience

- A. The Board of Education reserves the right to terminate any contract if in its opinion there shall be a failure at any time to promptly and faithfully perform any of its terms.
- B. Any cost and/or expense incurred under this section above shall be deducted from and paid by the Board of Education out of such monies as may be due or become due to the contractor, if the same had been completed by the Contractor, it or its surety shall pay the amount of any excess to the Board of Education.
- C. The performance of work under this contract may be terminated by the Board of Education in accordance with this clause in whole or in part, whenever the Supervisor of Purchasing shall determine that such termination is in the best interest of the Board of Education. Any such termination shall be effected by mailing to the Contractor a Notice of Termination specifying the extent to and conditions under which performance of work under the contract is terminated and the date upon which such termination becomes effective. Upon termination of this contract in accordance with this section, the Contractor may be entitled to an equitable adjustment.

12. Bill of Lading / Delivery Tickets

- A. All deliveries shall be accompanied by a delivery ticket or packing slip containing the following information for each item delivered: purchase order number, description/name of article, item number, quantity and vendor name.
- B. All bills of lading will clearly indicate the name of the contractor/bidder/offeree.
- C. Failure to comply with the above may be sufficient reason for rejection of shipment.

13. Political Contribution Disclosure

Contractor shall comply with the provisions of Article 33, Section 30-1 through 30-4 of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases or other agreements with the State of Maryland, including agencies or political subdivisions of the State, during the calendar year under which the person receives in the aggregate \$10,000 or more, shall, on or before February 1 of the following year, file with the Secretary of State of Maryland certain specified information to include disclosure of political contributions in excess of \$100 to a candidate for elective office in any primary or general election.

14. Nondiscrimination

The contractor shall not discriminate against any person on the basis of race, creed, color, national origin, religion, sex, age, marital status or mental or physical handicap in connection with performance of this contract. The contractor shall comply fully with all provisions of Executive Order 11246, as amended; the Rehabilitation Act of 1973; and the Vietnam Veteran's Readjustment Act of 1974. For assistance or questions regarding compliance contact: U.S. Department of Labor at (410) 962-3572.

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15. **Governing Law**

Any contract resulting from this solicitation is subject to and will be construed and interpreted under the laws of the State of Maryland.

16. **Indemnification**

To the fullest extent permitted by law, the Indemnitor shall indemnify, defend and hold the Indemnitee and its employees, agents, officials or volunteers harmless from and against any and all claims, losses, damages, expenses, causes of action and liabilities including without limitations, attorney's fees arising out of or related to the Indemnitor's occupancy or use of the Indemnitee's premises or operations incidental thereto, provided that any such claim, loss, damage, expense, cause of action or liability is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from. Indemnitor expressly indemnifies indemnitee for the consequences of any negligent act or omission of the Indemnitor or any of the Indemnitor's employees, agents, officials or volunteers or anyone for whose acts the Indemnitor may be liable, unless such act or omission constitutes gross negligence or willful misconduct.

17. **Safety**

The contractor shall provide all equipment and machinery furnished and delivered to HCPS complying with the safety regulations as required by OSHA and the Maryland State Safety Health Act known as MOSHA meeting the CFR-1910 MOSHA Standard.

Material Safety Data Sheets shall be submitted for all supplies, materials, equipment or any other substances furnished and/or installed under this proposal in accordance with the OSHA Hazardous Communication Standard 29 CFR 1910.101, 29 CFR 1910.1200 and 29 CFR 1926.58 or any other applicable state, federal or location regulation. The contractor, when required, must submit MSDS sheets to each school or facility that receives any such supplies, materials, equipment or any other substances furnished and/or installed by the contractor.

18. **Language/Gender**

Bidder, proposer, offeror and contractor all have the same meaning and may be used interchangeably. When used, HCPS means the Harford County Public Schools and Board means the Board of Education of Harford County.

19. **Taxes**

No charge will be allowed for federal, state or municipal sales and excise taxes from which the HCPS is exempt. The price bid shall be net and shall not include any tax. Exemption certificates, if required, will be furnished on forms provided by the bidder. HCPS is specifically exempt from retail sales tax under Maryland Certificate 3000120-1. The Board of Education of Harford County, Maryland is a political organization of the State of Maryland under the "Code of Maryland – Title 13A". The International Revenue Code Section 501© specifically exempts political organizations from Federal Income Tax. Harford County Public School's Maryland Federal Tax ID is #52-6000955.

20. **Drug, Tobacco, Alcohol**

All HCPS properties are "drug, tobacco and alcohol free zones" as designated by local and state laws. Neither the Contractor or their employees or subcontractors are permitted to have any drugs, tobacco or alcohol product on HCPS property. Use or possession of such items on HCPS property will result in immediate termination of the contract.

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21. Contract

The bid with respect to all items accepted, addenda, agreements and all papers and documents accompanying the same, including these general and special conditions shall constitute the formal contract between the bidder/offeror and the HCPS.

22. Right of Selection

The HCPS reserves the right to accept this bid/offer by items or as a whole or lump sum. The HCPS also reserves the right to increase or decrease the estimated quantities by not more than 20%. The HCPS reserves the right to reject any and all bids/offers/proposals which comply with these specifications or to accept a higher bid which complies, provided that, in the judgment of the HCPS the bid offered under the higher bid is in the best interest of HCPS and the additional price can be justified.

23. Insurance

Please review in detail the insurance requirements contained in the attached document. These requirements are recommended by the Maryland Association of Boards of Education Group Insurance Pool. Please have your insurance agent/company review these insurance requirements prior to submitting a bid or offer. Failure to comply with these insurance requirements may render the bid/offer as non-responsive.

24. Minority Business Enterprise Participation

Minority participation is encouraged on all contracts and non-minority prime contractors are encouraged to use minority sub-contractors. Specific requirements may apply to certain bids when State of Maryland School Construction Program funds are utilized. When applicable, a special section in the bid documents will be included as "Minority Business Enterprise Procedures-State Funded Public School Construction Projects". When this requirement is included in the bid documents the required certificate, waiver forms, schedule for participation forms must be submitted and failure to submit may result in a determination that this bid is non-responsive. If the contractor is deemed the apparent low bidder the Minority Business Enterprise documentation described in the bid documents must be submitted within 10 working days of receiving notification of potential award.

Award of contracts over \$25,000 shall be awarded to the lowest responsible bidder who confirms to the specifications with consideration given to: (I) the quantities involved, (II) the time required for delivery, (III) the purpose for which required, (IV) the competency and responsibility of the bidder, (V) the ability of the bidder to perform satisfactory service, and (VI) the plan for the utilization of minority contractors. (Ref. Senate Bill 202, Section 5-112-Education Article, Sub. C, effective 7-1-00)

25. Labor and Rates of Pay

The successful bidder/offeror agrees that it shall abide by all applicable provisions of federal and state law and regulation pertaining to workplace conditions, child labor and that all employees will be treated with dignity and respect.

26. Wages/Pay

The successful bidder agrees to comply with all applicable federal and state law and regulation relating to payment of wages.

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27. **Billing and Payment**

Each invoice shall list the purchase order number or contract number of the Board of Education and the items on the invoice shall be listed in the same order as on the purchase order. Invoices must be submitted in triplicate. The original and one copy shall be submitted to the Accounts Payable Office, 102 South Hickory Avenue, Bel Air, Maryland 21014 and a duplicate should be sent with the material to the person, school or office who ordered the material.

28. **Employment of Child Sex Offenders**

Maryland Law requires certain child sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work and/or attend school. Section 11-722© & (D) of the Criminal Procedure Article of the Annotated code of Maryland states, “A person who enters into a contract with a County Board of Education or a non-public school may not knowingly employ an individual to work at a school if the individual is a registrant. A person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding five years or a fine not exceeding \$5,000 or both.”

If a child sex offender, as determined by the definitions contained in the Criminal Law Article of the Annotated Code of Maryland, is employed by the Contractor, the Contractor is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any Harford County Public School property, including the project property. Violation of this provision may result in Termination for Cause as defined in the Amendments to the General Conditions, Article 14.2.1.2.

29. **Dispute Resolution**

Alternate Dispute Resolution (ADR) is the agreed method for resolving disputes that may result from the contractual relationship arising in reference to this bid, proposal and subsequent agreement. If a resolution of the dispute cannot be reached through an agreed ADR method, the parties reserve the right to settle the dispute by appropriate judicial means.

30. **Use of Illegal Immigrant Labor**

The use of illegal immigrant labor to fulfill contracts solicited by Harford County Public School is in violation of the law and is strictly prohibited. Contractors and subcontractors must verify employment eligibility of workers in order to assure that they are not violating Federal/State/Local laws regarding illegal immigration. A compliance audit may be conducted.

END OF SECTION

Harford County Public School System – Maryland

Insurance Requirements for Supply Contracts

1. General Insurance Requirements

- 1.1 The Vendor shall not commence any supply, delivery or installation of any products or materials purchased by the Board of Education of Harford County (the Board) under this Contract until the Vendor has obtained at the Vendor's own expense all of the insurance as required hereunder and such insurance has been approved by the Board; nor shall the Vendor allow any Subcontractor to commence work on any subcontract until all insurance required of the Subcontractor has been so obtained and approved by the Vendor. Approval of insurance required of the Vendor will be granted only after submission to the Board of original certificates of insurance signed by authorized representatives of the insurers or, at the Board's request, certified copies of the required insurance policies.
- 1.2 Insurance as required hereunder shall be in force throughout the term of the Contract and, in accordance with 2.1.1.iii., for two years after final payment by the Board under this Contract. Original certificates signed by authorized representatives of the insurers or, at the Board's request, certified copies of insurance policies, evidencing that the required insurance is in effect, shall be maintained with the Board throughout the term of the Contract and for two years after final payment by the Board under this Contract.
- 1.3 The Vendor shall require all Subcontractors to maintain during the term of the Contract commercial general liability insurance, business auto liability insurance, and workers compensation and employers liability insurance to the same extent required of the Vendor in 2.1.1, 2.1.2 and 2.1.3 unless any such requirement is expressly waived or amended by the Board in writing. If any Subcontractor is storing, transporting, and/or delivering the products or materials purchased by the Board under this Contract, the Vendor shall require such Subcontractor(s) to maintain during the term of the Contract transportation (cargo) insurance and employee dishonesty insurance to the same extent required of the Vendor in 3.1 and 3.2. The Vendor shall furnish Subcontractors' certificates of insurance to the Board immediately upon request.
- 1.4 All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal or material reduction in coverage until sixty (60) days prior written notice has been given to the Board.

Therefore, the phrases "endeavor to" and ". . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.
- 1.5 No acceptance and/or approval of any insurance by the Board shall be construed as relieving or excusing the Vendor from any liability or obligation imposed upon the Vendor by the provisions of this Contract.
- 1.6 If the Vendor does not meet the insurance requirements of this Contract, the Vendor shall forward a written request to the Board for a waiver in writing of the insurance requirement(s) not met or approval in writing of alternate insurance coverage, self-insurance, or group self-insurance arrangements. If the Board denies the request, the Vendor must comply with the insurance requirements as specified in this Contract.
- 1.7 All required insurance coverages must be underwritten by insurers allowed to do business in the State of Maryland and acceptable to the Board. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest evaluation by A. M. Best Company, unless Board grants specific approval for

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an exception. The Board hereby grants specific approval for the acquisition of workers compensation and employers liability insurance from the Injured Workers Insurance Fund of Maryland.

- 1.8 Any deductibles or retentions in excess of \$10,000 shall be disclosed by the Vendor, and are subject to Board's written approval. Any deductible or retention amounts elected by the Vendor or imposed by the Vendor's insurer(s) shall be the sole responsibility of the Vendor.
- 1.9 Any and all return premiums and/or dividends for insurance or coverage directly charged to the Board by the Vendor in connection with this Contract shall belong to and be payable to the Board.
- 1.10 If the Board is damaged by the failure or neglect of the Vendor to purchase and maintain insurance as described and required herein, without so notifying the Board, then the Vendor shall bear all reasonable costs properly attributable thereto.

2. Vendor's Liability Insurance

2.1 The Vendor shall purchase and maintain the following insurance coverages at not less than the limits specified below or required by law, whichever is greater:

2.1.1 Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of:

\$1,000,000	Each Occurrence;
\$1,000,000	Personal and Adv Injury;
\$2,000,000	General Aggregate; and
\$2,000,000	Products/Completed Operations Aggregate

This insurance shall include coverage for all of the following:

- i. Liability arising from premises and operations;
- ii. Liability arising from the actions of independent contractors;
- iii. Liability arising from products and completed operations with such coverage to be maintained for two years after final payment by the Board under this Contract; and
- iv. Contractual liability protection for the Vendor from bodily injury and property damage claims arising out of liability assumed under this Contract.

2.1.2 Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:

- i. Liability arising out of the ownership, maintenance or use of any auto (if no owned autos, then hired and non-owned autos only); and
- ii. Automobile contractual liability.

2.1.3 Workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard "other states" coverage; employers liability insurance or its equivalent with minimum limits of:

\$100,000	Each accident for bodily injury by accident;
\$100,000	Each employee for bodily injury by disease; and
\$500,000	Policy limit for bodily injury by disease.

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2.1.4 Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:

- (\$5,000,000) Per occurrence;
- (\$5,000,000) Aggregate for other than products/completed operations and auto liability; and
- (\$5,000,000) Products/completed operations aggregate.

And including all of the following coverages on the applicable schedule of underlying insurance:

- i. Commercial general liability;
- ii. Business auto liability; and
- iii. Employers liability

2.1.5 The Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers shall be named as additional insureds on the Vendor's commercial general liability insurance and umbrella excess or excess liability insurance policies, if any, with respect to liability arising out of the products and/or materials, their installation or delivery, or related services provided under this Contract by Vendor. Such coverage shall extend to cover the additional insured(s) for liability arising out of the following:

- i. On-going operations;
- ii. Board's general supervision of installation, delivery and/or other services as provided by the Vendor under this Contract; and
- iii. Products and completed operations.

The commercial general liability policy and the umbrella excess liability or excess liability policies, if required herein, must include additional insured language, which shall afford liability coverage for all of the exposures listed above in i., ii. and iii., as follows:

"This policy is amended to include as insured Board and Board's elected and appointed officials, officers, employees and authorized volunteers, but only for liability arising out of "your product" or "your work" for Board by or for you."

Special Notes: ISO forms CG 2009 and CG 2010 entitled "Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization" (previously Forms A and B respectively) are NOT ACCEPTABLE. A manuscript endorsement with the above wording is required.

2.1.6 Insurance or self-insurance provided to the Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers under any Vendor's liability insurance or self-insurance required herein, including, but not limited to, umbrella and excess liability or excess liability policies, shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurance or self-insurance. (Any cross suits or cross liability exclusion shall be deleted from Vendor's liability insurance policies required herein.)

2.1.7 Insurance or self-insurance provided to the Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers as specified herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the Board and its elected and appointed officials, officers, employees and authorized volunteers shall be excess of and non-contributory with insurance or self-insurance provided to the

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Board and its elected and appointed officials, officers, employees and authorized volunteers as specified herein.

- 2.2 If any liability insurance purchased by the Vendor has been issued on a “claims made” basis, the Vendor must comply with the following additional conditions:
- i. The Vendor shall agree to provide certificates of insurance evidencing the above coverages for a period of two years after final payment by the Board under this Contract. Such certificates shall evidence a retroactive date no later than the inception date of this Contract; or
 - ii. The Vendor shall purchase an extended (minimum two years) reporting period endorsement for each such “claims made” policy in force as of the expiration or termination date of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself. Such certificate or copy of the endorsement shall evidence a retroactive date no later than the inception date of this Contract.

3. **Vendor’s Property Insurance**

- 3.1 The Vendor (or Subcontractor) storing, transporting and/or delivering the products or materials purchase by the Board under this Contract shall purchase and maintain transportation (cargo) insurance on incoming goods in its care, custody or control, while such property is being loaded, is in transit, is being unloaded and until such time property is set at its final destination.

Such insurance shall value incoming goods in transit at the amount of the selling invoice plus prepaid or advanced freight charges. Property not under invoice shall be valued at the cost to repair or replace the lost or damaged incoming goods. Such insurance shall be written at per conveyance and per occurrence limits equal to or in excess of the total selling price value of the largest shipment of incoming goods purchased under this Contract or at other limits acceptable to the Board.

- 3.2 The Vendor (or Subcontractor) storing, transporting and/or delivering the products or materials purchased by the Board under this Contract shall purchase and maintain blanket employee dishonesty insurance, which shall pay for loss of the products or materials purchased by the Board under this Contract when caused by the dishonest acts of the Vendor’s (or subcontractor’s) employees, at a limit equal to or in excess of the total selling price value of the largest shipment of incoming goods purchased under this Contract or at another limit acceptable to the Board.
- 3.3 The Vendor (or Subcontractor) storing, transporting and/or delivering the products or materials purchased by the Board under this Contract shall be responsible for payment of any deductibles applicable under this transportation insurance, employee dishonesty insurance or other property insurance applicable to the incoming goods.

4. **Indemnification**

To the fullest extent permitted by law, Vendor agrees to defend, indemnify, pay on behalf of and save harmless the Board of Education of Harford County, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including attorneys’ fees and all other costs connected therewith, arising out of or connected to the supply, delivery or installation of any products or materials provided by Vendor under this Contract.

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5. **Waiver of Subrogation**

To the fullest extent permitted by law, the Vendor and its invitees, employees, officials, volunteers, agents and representatives waive any right of recovery against the Board of Education of Harford County for any and all claims, liability, loss, damage, costs or expense (including attorneys' fees) arising out of the supply, delivery or installation of any products or materials provided by Vendor under this Contract. Vendor specifically waives any right of recovery against the Board and its elected and appointed officials, officers, volunteers, agents and employees for personal injury (and any resulting loss of income) suffered while working on behalf of the Board as an independent contractor. 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, agents and employees, The Vendor shall advise its insurers of the foregoing.

6. **Acknowledgment of Vendor's Independent Contractor Status and no Coverage For Vendor Under Board's Workers Compensation Coverage**

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

7. **Damage To Property of The Vendor And Its Invitees**

To the fullest extent permitted by law, the Vendor shall be solely responsible for any loss or damage to property of the Vendor or its invitees, employees, officials, volunteers, agents and representatives while such property is on, at or adjacent to the premises of the Board.

END OF SECTION

HARFORD COUNTY PUBLIC SCHOOLS

**102 S. Hickory Avenue
Bel Air, MD 21014**

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BOTTLED WATER RENTAL AND SERVICES

1. INTENT

These specifications, in addition to and/or supplementary to Board of Education of Harford County (hereinafter called HCPS or Harford County Public Schools) "Instructions to Bidders", are intended to cover furnishing, delivery, equipment rental, supplies and related services for bottled water, as specified, to various HCPS schools and offices. The bidder shall furnish all plant, equipment, labor, materials, services, etc. necessary for THE PURCHASE AND DELIVERY OF BOTTLED WATER RENTAL AND RELATED SERVICES FOR HCPS.

2. SPECIFIC CONDITIONS

- 2.1 Harford County Public Schools has 53 schools, 54 in August 2011, and perhaps a few other facilities in Harford County that may need bottled water services at any given time. Currently approximately twenty five (25) locations are receiving bottled drinking water services with an estimated annual total of \$15,900 for cups, rentals and 5-gallon units consumed annually. Any item(s) not specified that may be required to complete the supply and rental services for bottled water or to meet any county, state, and/or federal regulations, where are applicable, must be supplied with the items at no additional charge. Equipment shall be commercial grade and shall be the latest model with the latest controls.
- 2.2 Bidders must definitely state in their bid proposal the unit price, and the total price for the item bid. EACH BIDDER SHALL SUBMIT WITH THEIR BID PROPOSAL COMPLETE DESCRIPTIVE MATERIAL INCLUDING ILLUSTRATIONS, DETAILED SPECIFICATIONS, TRADE NAME, TYPE, AND OTHER PERTINENT DATA WHICH WILL PERMIT EVALUATION OF BIDS WITHOUT FURTHER REFERENCE. ITEMS UPON WHICH THE BID IS BASED SHALL BE CLEARLY IDENTIFIED IN THE LITERATURE SUBMITTED. FAILURE TO PROVIDE THIS INFORMATION MAY RESULT IN REJECTION OF THE ITEM(S) OR THE ENTIRE BID. Any deviation between the HCPS' specifications and bidder's descriptive material shall be brought to the attention of HCPS on the bid form and in an accompanying letter.
- 2.3 All bids shall be made in accordance with form of proposal. All bids which stipulate a condition or combination other than as specified shall be rejected. No bidder will be allowed to offer more than one price even though vendor may feel that they have two or more items that meet specifications. Bidders must determine for themselves which to offer. If said bidder should submit more than one price, all prices will be rejected.

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- 2.4 Equipment furnished in carrying out this contract shall be commercial grade and of the quality offered and required by the specifications. Equipment shall be of sufficient quality and durability to withstand a high level of daily use. Unsatisfactory or damaged equipment furnished shall be removed in a reasonable amount of time and satisfactorily replaced by contractor when notified by HCPS to do so.

Bidder must operate from a permanent place of business and be in the primary business of furnishing, installing, repairing and maintaining equipment and product of this type for a minimum of three (3) years, and have technical and test equipment required or access to it for this type of product and services. Bidder must be an authorized dealer for the items listed. Bidder must maintain an adequate supply of product and parts necessary for the maintenance of the system.

- 2.5 No proposal will be considered from any person, firm or corporation who has defaulted in the performance of any contract or agreement made with HCPS, or conclusively shown to have failed to perform satisfactorily such contract or agreement. The successful contractor shall give his personal attention to the faithful fulfilling of this contract and shall be held accountable for any portion to another contractor or supplier.
- 2.6 HCPS reserves the right to annul any contract, if in its opinion, there shall be a failure at any time to perform faithfully any of its stipulations or a willful attempt to impose upon HCPS equipment inferior to that required by the contract. Any action taken by HCPS in pursuance of this latter stipulation shall not affect or impair any right to claim of HCPS to damages for the breach of the covenants of the contract by the contractor.
- 2.7 Any errors, omissions, inconsistencies, or questions in specifications shall be faxed to HCPS' Purchasing Office, Attn: Richard G. Raulie, at 410-638-4304, at least seventy-two (72) hours prior to the bid opening.

3. SPECIFICATIONS

3.1.1 Definitions: § 129.3 For the purposes of this part, the following definition applies: Approved source - when used in reference to a plant's product water or operations water means a source of water and the water therefrom, whether it be from a spring, artesian well, drilled well, municipal water supply, or any other source, that has been inspected and the water sampled, analyzed, and found to be of a safe and sanitary quality according to applicable laws and regulations of State and local government agencies having jurisdiction. The presence in the plant of current certificates or notifications of approval from the government agency or agencies having jurisdiction constitutes approval of the source and the water supply.

§ 165.110 Bottled water - Bottled water is water that is intended for human consumption and that is sealed in bottles or other containers with no added ingredients except that it may optionally contain safe and suitable antimicrobial agents. ... It does not include those food ingredients that are declared in ingredient labeling as "water," "carbonated water,"

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“disinfected water,” “filtered water,” “seltzer water,” “soda water,” “sparkling water,” and “tonic water.” The processing and bottling of bottled water shall comply with applicable regulations in part 129 of this chapter. (2) *Nomenclature*. The name of the food is “bottled water,” “drinking water,”...

- 3.2 Harford County Public Schools requires Bottled/Drinking Water that is sodium free, as determined or defined by the U.S. FDA, from an Approved Source.
- 3.3 All water shall be supplied in returnable “spill proof” non-breakable, sterilized 5 gallon containers that are tamper proof. Provide a sample of the tamper proof seal showing the method used.
- 3.4 All bottled drinking water shall meet or exceed standards set by the International Bottled Water Association (IBWA), the FDA (21 CFR, Part 129 and Part 165) and the EPA as well as any State of Maryland required standards / certifications.
- 3.5 Cleaning and maintenance of the water dispensers shall be provided by the awarded vendor, as requested by each location, at no additional cost.
- 3.6 Drinking cup dispensers will be provided at no charge with each water dispenser. Cup dispensers shall attach to the water dispensers and shall hold a 4.5 ounce cup. Drinking cups in a size compatible with the dispenser shall be available for purchase in packages of approximately 200.
- 3.7 There shall be no deposit or minimum order quantities required.
- 3.8 Bids will only be considered from vendors who qualify as an “authorized dealer or distributor”, this means that a business must own, operate, or maintain a store, warehouse, or similar establishment in which materials or supplies required for the performance of the contract are bought, stocked and regularly sold to the public in the usual course of business. It also means that the business owns, leases or otherwise operates a fleet of vehicles capable of delivering to all locations required under this contract in a timely manner; frequently enough to avoid unplanned outages of bottled water at the schools.
- 3.9 Any and all costs must be reflected in the unit price.
- 3.10 Provide a copy, show proof of, the State of Maryland Department of Health and Mental Hygiene certificate/registry of the water source and/or bottled water, manufactured or not manufactured in Maryland. This must accompany the bid submittal. Shall show proof of Maryland Traders license and State registry of bottled water not manufactured in Maryland as required.
- 3.11 Bidder shall provide with their bid the most recent bottled water certification sampling results. The successful bidder shall supply a bottled water certification sample report annually or more frequently upon request by an authorized Harford County Public Schools employee. Provide a chain of custody record with finished drinking water product analysis from approved testing labs.
- 3.12 Two types of dispensers shall be provided where required: Cold ONLY and Hot/Cold. All models must be free standing with no plumbing requirements.

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- 3.13 Bidders shall follow the International Bottle Water Association (IBWA) prescribed Model Code for source monitoring, testing schedules, manufacturing practices and labeling.
- 3.14 Bidders shall demonstrate the quality assurance measures used at their bottling facility.
- 3.15 Successful bidder must coordinate with HCPS the delivery and set up of water coolers at each location.
- 3.16 **Emergency Requests:** There may be situations that require the immediate delivery of drinking water. The contractor must be able to provide emergency delivery of coolers and water within eight hours of notification by authorized Harford County Public Schools employees. **Please advise in your bid if this requirement can be met.** There will be no additional charge for emergency delivery. An after hours, 24/7, telephone number must be provided for emergency contact.
- 3.17 This is a requirements contract whereby the successful bidder must furnish all of the requirements ordered on a regular delivery schedule or in emergency situations. No minimum or maximum requirements can be stipulated. The link below is a listing of schools and their locations. <http://www.hcps.org/contactus/directories/SchoolDirectory.pdf>
- 3.18 Bidders shall advise if they accept payment via VISA credit card.
- 3.19 Bidders shall state the number of trucks that will service Harford County Public Schools and the total number of delivery trucks in their fleet.
- 3.20 All bidders must provide the primary source of water (registry of water source).
- 3.21 There shall be no fuel surcharge allowed. Cost must be reflected in unit pricing.

Any questions regarding this document should be directed to Richard Raulie, CPPO, C.P.M., Purchasing Agent at Richard.Raulie@hcp.s.org. Questions must be received no later than 96 hours prior to the bid opening date and time.

4. SAFETY AND SECURITY

- 4.1 SAFETY AND SECURITY FOR STUDENTS, STAFF AND THE BUILDING IS THE NUMBER ONE PRIORITY. CONTRACTORS MUST CALL THE SCHOOL AT LEAST 24 HOURS IN ADVANCE TO SCHEDULE INSIDE DELIVERY AND SET UP/INSTALLATION.
- 4.2 **Hold Harmless Agreement:** The contractor shall hold harmless Harford County Public Schools from any legal action, civic or criminal, in prosecution of this contract. The contractor understands that acceptance of the awarded bid and the content of this section extends to all employees of the contractor engaged with the project and any subcontractors who may participate in the project under

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the discretion of the contractor. All work is to be performed in accordance with OSHA/MOSHA regulations and all other governmental and local codes and ordinances. Vendor assumes all responsibility for his employees and sub-contractors and for any damage incurred to school property.

5. QUALIFICATION OF BIDDER

- 5.1 Harford County Public Schools may conduct any necessary investigation to determine the ability of the bidder to perform the work, and the bidder shall furnish to Harford County Public Schools all information and data requested. Harford County Public Schools reserves the right to reject any proposal if the evidence submitted by the bidder is not responsive or the investigation of the bidder fails to satisfy Harford County Public Schools that the bidder is properly qualified to carry out the obligations of the contract and to complete the statement of work for the project. Conditional proposals will not be accepted.
- 5.2 The bidder(s) upon request of Harford County Public Schools shall furnish any requested data and information relevant to performance of the contract within three (3) business days.
- 5.3 Bidders shall not subcontract or assign this contract to another firm without prior written notice and approval by HCPS Purchasing.
- 5.4 In determining the qualifications of a bidder, Harford County Public Schools will consider the vendor's record and performance of any contracts for work into which the vendor may have entered with Harford County Public Schools, Federal departments or agencies, or with other public bodies. Harford County Public Schools expressly reserves the right to reject the proposal of any bidder, if the record discloses that the bidder, in the opinion of Harford County Public Schools, has not properly performed such contracts or has habitually and without just cause neglected the payment of bills or has otherwise disregarded the vendor's obligations to subcontractors, material suppliers, or employees.
- 5.5 NON-DISCRIMINATION REQUIREMENTS: Contracts for work under this proposal will obligate the contractor to not discriminate in employment practices. Bidders must, if requested, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive the award for the contract. The successful bidder must be prepared to comply in all respects with the contract provisions regarding non-discrimination.

6. DELIVERY

- 6.1 All deliveries and service shall be done during normal working hours at the building sites. All work must be coordinated with school staff and schedules. Rates for these working hours shall be incorporated into the bid prices. There will be no exceptions to this policy.

7. PRICES

- 7.1 The bid price will remain in effect for the initial two (2) year period from October 1, 2010 through September 30, 2012. Prices for the additional renewal periods will be negotiated but shall not exceed 5% over the bid price or the prior period.

8. BASIS OF AWARD

- 8.1 This contract will be awarded in its entirety one contractor offering the lowest responsive and responsible bid meeting or exceeding all specifications and provided the bid is reasonable and in the best interest of Harford County Public Schools to accept it. The bidder acknowledges the right of Harford County Public Schools to reject any or all bids and to waive any informality or irregularity in any bid received.
- 8.2 In determining the lowest responsive, responsible bidder, the following elements, In addition to those mentioned above, will be considered - Whether the bidder involved: A) maintains a permanent place of business; B) has adequate plant equipment to do the work properly; C) has appropriate technical experience; D) meets bidder qualifications; E) supplies required references.
- 8.3 Harford County Public Schools shall be the sole judge of in the evaluation of the products and services offered and what is considered equal to specifications and the scope of work.

9. CONTRACT PERIOD

The initial (2) two year contract period shall begin on or about October 1, 2010 and remain in effect until September 30, 2012. Two (2) additional renewal periods of two (2) years each shall be considered, pending favorable product, service and price. The maximum contract period is six (6) years.

10. SMOKING ON BOARD OF EDUCATION OF HARFORD COUNTY PROPERTY

The Board of Education of Harford County has adopted a "smoke free" building policy which prohibits the use of any tobacco products in any building or vehicle and on any property owned by the Board of Education of Harford County. Contractors are reminded to instruct their personnel to adhere to this policy.

11. CONTRACTOR'S ADDITIONAL RESPONSIBILITIES

- 11.1 The work described in the specifications shall be done with the least inconvenience to Harford County Public Schools. All vehicles must have egress at all times, and any interruption in the normal operation at the site shall be kept to the absolute minimum.

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11.2 The contractor shall be responsible to protect all existing and newly installed work, materials, equipment, improvements, utilities, structures, and vegetation at all times during the course of this contract. Any property or incidentals damaged during the course of this contract shall be repaired or replaced to the satisfaction of Harford County Public Schools.

11.3 Harford County Public Schools shall make available to the contractor the required utilities for the work under the contract. Accidental interruption(s) of utilities caused by the contractor, and repair thereto, shall be the responsibility and/or expense of the contractor.

12. PAYMENT / INVOICE

Invoices shall be sent to each school monthly in a paper (U.S. Mail) or electronic (email) format. Payment will be made by HCPS Visa Procurement cards by authorized personnel at each location. A comprehensive monthly report for all schools shall be forwarded electronically to Purchasing for review. The vast majority of payments will be made within 15 days of invoice receipt. Late fees of \$5.00 monthly only may be charged to a location only for overdue payments beyond 45 days. All invoices or requests for payment must bear the school name, address, quantity, item description and unit price.

13. TIMELY DELIVERY OF BID DOCUMENTS FOR BID OPENING

Vendors are reminded that not all special delivery carriers guarantee delivery to zip code 21014, Bel Air, MD, prior to 2:30 P.M., the time of bid opening, on the date delivery is promised. Bids received after the 2:30 P.M. deadline cannot be accepted. It is suggested that bidders verify the limits of guaranteed delivery with the selected special delivery carrier.

14. ANTI-BRIBERY AFFIDAVIT

Bidders must complete the "Anti-Bribery Affidavit" and the "Certification regarding U.S. Government Debarment, Suspension, Ineligibility, and Voluntary Exclusion," forms which are in front of the bid pages and must attach them to the completed bid forms. Failure to complete these forms and submit them with the completed bid forms will result in rejection of the entire bid proposal.

15. TAXES

Sales to the State of Maryland or any of its political subdivisions are exempt from retail sales tax. However, contractors or builders purchasing tangible personal property in the performance of their contract for construction, repair, or alteration of real property, or equipment rental for the State of Maryland, any of its political subdivisions are not tax exempt.

16. CONFLICT OF INTEREST

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

17. ADDENDA

All changes to the bid specification will be made through the appropriate addenda. The addenda form shall be completed and returned with the bid proposal response. Failure to return the addenda may be reason for rejection of the bid.

The Harford County Board of Education's Purchasing Department will issue addenda to the bidders who are on record. It is, however, every bidder's responsibility to acquire all addenda. Addenda will be posted on our website at:

www.hcps.org/departments/businessservices/purchasing.aspx.

END OF SECTION

**HARFORD COUNTY PUBLIC SCHOOLS
102 S. Hickory Avenue
Bel Air, Maryland 21014**

BID FORM

BID NO. 11-RRK-009

All proposals must be submitted properly executed, securely sealed and prominently marked. All proposals must be received at the Purchasing Office of the Harford County Public Schools by **2:30 P.M., Local Time, on September 14, 2010**, at which time they will be publicly opened. Proposals shall be submitted in a sealed envelope bearing on the outside the name and address of the bidder, the name and number of the bid and the bid opening date. Proposals submitted by mail shall be addressed to the Purchasing Department, Harford County Public Schools, 102 S. Hickory Avenue, Bel Air, Maryland 21014, Attention: Richard Raulie, CPPO, C.P.M. Proposals delivered in person shall be received at the Purchasing Department, Suite 310 at the same address.

ITEM NO.	ITEM DESCRIPTION	UNIT PRICE	UNIT	BRAND/MFR.
1.	Water in 5 Gallon Plastic Bottles	\$	Cost Per 5 Gallon Bottle	
2.	Unit Rental Price for Cold Water Cooler	\$	Rental Cost Per Month	
3.	Unit Rental Price for Hot/Cold Water Cooler	\$	Rental Cost Per Month	
4.	Cups, 4.5 Ounce	\$	Price Per 200 Sleeve	
	There are no bottle deposits			

BID FORM CHECKLIST AND SIGNATURE SECTION CONTINUED ON NEXT PAGE

BIDDER CHECKLIST

1. Provided proof of authorization as dealer or distributor for product offered?	Yes		No	
2. Recent certificate of analysis attached?	Yes		No	
3. Number of delivery/service vehicles to service account				
4. Certificate of Water Source attached?	Yes		No	
5. Tamper proof seal provided?	Yes		No	
6. Emergency contact name and (24/7/365) Telephone Number provided?				
7. Will accept payment by Visa credit card?	Yes		No	
8. Provide quality assurance measures used at bottling facility?	Yes		No	

In compliance with the above and subject to all terms and conditions, the undersigned offers and agrees, if this bid be accepted, to furnish the item(s) upon which price is quoted on the bid form at the price indicated, delivered where designated within the time specified.

_____ further certify that this bid is made without any previous understanding, agreement, or **I/We** connection with any other person, firm, or corporation making a bid for the same supplies and in all respects is fair and without collusion or fraud.

 COMPANY NAME (Print or Type)

 ADDRESS TITLE

 AUTHORIZED SIGNATURE DATE

 TELEPHONE FAX

HARFORD COUNTY PUBLIC SCHOOLS

Robert M. Tomback, Ph.D. Superintendent

102 S. Hickory Avenue

Bel Air, MD 21014

CERTIFICATION REGARDING U.S. GOVERNMENT DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR, part 85, Section 85.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

- (1) The prospective participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
(2) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Agency/Organization Representative

Signature

Date

Agency/Organization

Above certification instituted by the U. S. Department of Education for all grantees and subgrantees as of fiscal year 1990.

ANTI-BRIBERY AFFIDAVIT

I HEREBY CERTIFY that:

- 1. I am the _____ and the duly authorized representative of the firm of whose address is _____, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.
2. Except as described in paragraph 3 below, neither I, nor to the best of my knowledge, the above firm, nor any of its officers, directors or partners, or any of its employees directly involved in obtaining contracts with the state or any county, bi-county, or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions committed after July 1, 1977, which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any state or federal government.
3. (State "none" or, as appropriate, list any conviction, plea, or admission described in paragraph 2 above, with the date; court, official, or administrative body; and the sentence or disposition, if any.) _____

I acknowledge that this affidavit is to be furnished to the requesting agency, to the Secretary of Budget and Fiscal Planning of Maryland, and where appropriate, to the Board of Public Works and the Attorney General under '16-202, S.F. of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the State may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with '16-203, S.F. of the Annotated Code of Maryland, which provides that certain persons who have been convicted of or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Witness/Date

Signature/Date

HARFORD COUNTY PUBLIC SCHOOLS

NO BID REPLY FORM

BID NO. 11-RRK-009

**BID TITLE: BOTTLED WATER RENTAL AND
RELATED SERVICES REQUIREMENTS CONTRACT**

Bidder:

To assist us in obtaining good competition on our Request for Bids, we ask that each firm that has received an invitation, but does not wish to bid, state their reason(s) below. This information will not preclude receipt of future invitations unless you request removal from the Bidders' List by so indicating below.

Unfortunately, we must offer a "No Bid" at this time because:

- _____ 1. We do not wish to participate in the bid process.
- _____ 2. We do not wish to bid under the terms and conditions of the Request for Bid document. Our objections are:

- _____ 3. We do not feel we can be competitive.
- _____ 4. We cannot submit a Bid because of the marketing or franchising policies of the manufacturing company.
- _____ 5. We do not wish to sell to Harford County Public Schools. Our objections are:

- _____ 6. We do not sell the items/services on which Bids are requested.
- _____ 7. Other:

Firm _____

Signed _____

_____ We wish to remain on the Bidders' List

_____ We wish to be deleted from the Bidders' List

HCPS Bid No. 11-RRK-009 Bottled Water

REFERENCES

Supply the name and address, of three (3) local public entities, preferred, where bottled water and related services have been rendered, and the name and telephone number of the individual who can supply additional information.

NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

CONTACT PERSON: _____

TELEPHONE NO: _____ FAX NO.: _____

NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

CONTACT PERSON: _____

TELEPHONE NO.: _____ FAX NO.: _____

NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

CONTACT PERSON: _____

TELEPHONE NO.: _____ FAX NO. _____