

HARFORD COUNTY PUBLIC SCHOOLS
102 South Hickory Avenue
Bel Air, MD 21014

BID ANNOUNCEMENT

BID TITLE: **Ice Cream**

BID NUMBER **09-JLL-033**

BID OPENING DATE: **July 8, 2009**

TIME OF BID OPENING **2:30 PM**

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

BID MAILING ADDRESS: Purchasing Department
Harford County Public Schools
102 South Hickory Avenue
Bel Air, MD 21014
ATTN: Mr. Jeff LaPorta

PURCHASING AGENT: Jeff LaPorta, Purchasing Agent II
Phone: (410) 638-4083 / Fax 410-638-4304

TIMELY DELIVERY OF
BID DOCUMENTS: Bidders are advised to verify that delivery carriers will
deliver to zip code 21014, Bel Air, MD, prior to the time
of bid opening. Bids received after the 2:30 PM
deadline cannot be accepted. Bids should be labeled
“**ICE CREAM BID**” and directed to the Purchasing
Office – 3rd floor.

LATE BIDS WILL NOT BE ACCEPTED

Entire bids can be found on our website:
<http://www.hcps.org/departments/BusinessServices/purchasing.aspx>

**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
Page 1**

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 Bids/Proposals may be withdrawn before the scheduled time of opening.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 readvertise 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.
- 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 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/offeror.
- 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.

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.

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.

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 S. 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 can not 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.

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 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 Advertising 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.

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 of 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 of self-insurance provided to the 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.

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.

HARFORD COUNTY PUBLIC SCHOOLS

Patricia L. Skebeck, Interim 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	Signature
Date	

(NOTE: FAILURE TO COMPLETE THE ABOVE DOCUMENT WILL RESULT IN REJECTION OF THE ENTIRE PROPOSAL.)

HARFORD COUNTY PUBLIC SCHOOLS

102 South Hickory Ave.

Bel Air, MD 21014

SPECIFICATIONS

ICE CREAM

BID # 09-JLL-033

1. GENERAL INFORMATION

These specifications in addition to and/or in place of similar paragraphs in the Board of Education of Harford County's (hereinafter Harford County Schools) "Instructions to Bidders" (pages I-6), are intended to cover the furnishing and delivering of "Ice Cream" to the various schools of Harford County as listed on the accompanying sheets for the **school year 2009-2010. Prices are requested for delivery every other week with a minimum \$100.00 delivery drop requirement.** All prices shall be firm for the contract period. Proposals incorporating escalator clause features will be rejected. Based on \$100 drop requirement schools will request deliveries accordingly. Schools receive deliveries once every two weeks to meet delivery. Based on last year data the average drop was approximately \$130.

2. SPECIFIC CONDITIONS

2.1 All ice cream specified herein to be processed, packaged, and delivered in accordance with Regulations of the Maryland Department of Health, Harford County Department of Health, United States Department of Agriculture, and the requirements of the "Frozen Dairy Foods and Ices Law", Article 43, Flacks Annotated Code 1947, Supplement 194.

2.2 Minimum Product Requirements:

1. Ice Cream Cup - 4 fluid ounces (flavors - vanilla, chocolate)
2. Ice Cream Bar - chocolate coated, 3 fluid ounces.
3. Ice Cream Sandwich - 3 fluid ounces.
4. Orange Cream Stick - 3 fluid ounces, dreamsicle type, orange coated.
5. Nut Cone - 3.0 fluid ounces minimum, vanilla ice cream, topped with chocolate coating and peanuts.
6. Strawberry Ice Cream Bar - 3 fluid ounces, with strawberry crumb coating
7. Chocolate Crumb Ice Cream Bar - 3 fluid ounces, with chocolate crumb coating
8. Mini Vanilla Ice Cream Sandwich - 2.2 minimum fl.oz.
9. Sherbet Push-Up – 2.75 oz.

The bidder may assume that the selection of ice cream items will not vary greatly from school to school; however, in no case shall the type of item ordered by the school differ from those mentioned in the bid form.

2.3 The contractor shall remove from each school all unopened packages of ice cream that are not sold prior to the closing of the school lunch operation for the school year. Full credit shall be issued to Harford County Public Schools for all such returns.

2.4 Current specification sheets and nutritional data information must be submitted as part of the bid for all items being bid. Complete attached nutrient form.

3. **QUANTITIES**

The quantities reflected in the accompanying sheets indicate the approximate quantities required for the 2009-2010 school year. The amounts shown should not be construed as minimum or maximum. **The contract shall be for the actual quantity ordered by and for the schools of Harford County. The right is reserved by the food service manager to order the number of items deemed feasible and in quantities required for the particular school needs.**

4. **DELIVERY**

DELIVERY IS EVERY OTHER WEEK WITH A \$100 MINIMUM DROP

All ice cream ordered by the schools shall be placed in the ice cream cabinet as designated by the food service manager. It shall be the responsibility of the vendor to contact each school for quantities required for their food service operation. **The initial delivery schedule will be set up with the Supervisor of Food and Nutrition.** On the delivery day of each week, the contractor shall pick up from the individual schools an ice cream order which will reflect the following week's requirements. The Supervisor of Food and Nutrition will notify the schools as to their supplier and will provide the schools with the necessary order forms.

If bidders are unable to comply with the delivery date and/or conditions specified above, they shall indicate in an accompanying letter the specific delivery requirements upon which their proposal is based.

Deliveries shall be made between the hours of 8:00 AM and 11:00 AM or between 1:00 PM and 3:00 PM on days agreed to by the Food and Nutrition Supervisor and the vendor. If deliveries are to be made at times other than specified above, special arrangements must be made through the food service manager for the acceptance of the delivery.

5. **AWARD OF CONTRACT**

Award to the successful bidder shall be made in its entirety. The successful bidder will be required to serve all schools. New schools which open during the 2009-2010 school year or any school coming under the jurisdiction of Harford County Public Schools shall be assigned to the area according to its geographical location and shall be served after giving the contractor five (5) days notice. A map accompanying these specifications will show school locations and area grouping.

The contract will be awarded to the lowest responsible bidder complying with the conditions of the specifications of this bid, provided the proposal is reasonable and it is to the best interest of Harford County Public Schools to accept it.

In determining the lowest 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) has performed

satisfactorily in the past with Harford County Public Schools.

Harford County Public Schools reserves the right to reject any part of, and/or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of Harford County Public Schools. Harford County Public Schools also reserves the right to reject the bid of any bidder who has previously failed to perform properly or complete on time, contracts of a similar nature.

6. **DURATION OF CONTRACT**

Deliveries of ice cream to the schools shall begin on or about August 17, 2009, in accordance with initial orders received from the Food and Nutrition Supervisor. The contractor shall be responsible for becoming informed of any emergency closing of schools due to snow, lack of heat, etc. The contractor will receive a calendar which indicates school holidays and days closed. In the absence of any notification of termination at an earlier date, this contract shall terminate June 30, 2010. Harford County Public Schools reserves the right, if mutually agreed upon, to extend this contract under the same price, terms and conditions for four (4) additional one-year periods.

7. **DAMAGE**

7.1 The successful contractor shall be held responsible for and be required to make good at his own expense any and all damage done or caused by him or his workmen in the execution of this contract.

7.2 Drivers of trucks must cooperate with and adhere to school regulations at all times.

8. **LIABILITY OF CONTRACTOR**

The contractor shall, during the entire period that his work is in progress, save the owner harm against any and all damages to persons or property occurring in connection with his work caused by negligence of himself, his employees or subcontractor, or any accident, and shall adequately insure against same.

9. **PROOF OF CARRIAGE OF INSURANCE**

The contractor shall furnish Harford County Public Schools with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. Such certificates shall also contain substantially the following statements. "The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by Harford County Public Schools".

10. **PAYMENTS**

The contractor shall furnish with each delivery a delivery ticket indicating the name and quantity of each item delivered. One copy of the signed delivery ticket shall be left at the school and one additional signed copy must accompany all invoices rendered to Harford County Public Schools. Invoices shall be prepared for each school and shall be itemized reflecting the month's purchases. These invoices shall be sent to and received by Harford County Public Schools not later than the fifth day of the subsequent month.

ITEMS INDICATED IN THE BID FORM ARE THE ONLY ITEMS AUTHORIZED FOR DELIVERY TO HARFORD COUNTY PUBLIC SCHOOLS. HARFORD COUNTY PUBLIC SCHOOLS WILL NOT BE LIABLE FOR PAYMENT OF INVOICES FOR ADDITIONAL ITEMS ORDERED BY SCHOOL PERSONNEL THAT HAVE NOT HAD APPROVAL BY THE SUPERVISOR OF FOOD SERVICE PRIOR TO DELIVERY.

11. **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, Harford County Public Schools may, by written notice of default to the supplier, terminate in whole or 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 or form.

12. **ANTI-BRIBERY AFFIDAVIT & U.S. GOVERNMENT DEBARMENT FORM**

Bidders must complete the "Anti-Bribery Affidavit" and the "Certification regarding U.S. Government Debarment, Suspension, Ineligibility, and Voluntary Exclusion" form which is in front of the bid pages and must be attached to the completed bid forms. Failure to complete this form and submit it with the completed bid forms may result in rejection of the entire bid proposal.

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 PM, the time of bid opening, on the date delivery is promised. Bids received after the 2:30 PM deadline cannot be accepted. It is suggested that bidders verify the limits of guaranteed delivery with the selected special delivery carrier.

14. **DELIVERY LOCATIONS**

Abingdon Elementary
Bel Air Elementary
Bel Air Middle
Bel Air High
Churchville Elementary
C. Milton Wright High
Darlington Elementary
Dublin Elementary
Emmorton Elementary
Fallston Middle
Fallston High
Forest Hill Elementary
Forest Lakes Elementary
Fountain Green Elementary

Hickory Elementary
Homestead Elementary
Jarrettsville Elementary
John Archer School
Norrisville Elementary
North Bend Elementary
North Harford Elementary
North Harford Middle
North Harford High
Prospect Mill Elementary
Ring Factory Elementary
Southampton Middle
Wakefield Elementary
Youth's Benefit Intermediate

Harford Glen
Harford Technical High

Youth's Benefit Primary

Aberdeen Middle
Aberdeen High
Bakerfield Elementary
Church Creek Elementary
Deerfield Elementary
Edgewood Elementary
Edgewood Middle
Edgewood High
Hall's Cross Roads Elementary
Havre de Grace Elementary
Havre de Grace Middle
Patterson Mill Middle/High School

Havre de Grace High
Hillsdale Elementary
Joppatowne Elementary
Joppatowne High
Magnolia Elementary
Magnolia Middle
Meadowvale Elementary
Riverside Elementary
Roye-Williams Elementary
William Paca/OPR Intermediate
William Paca/OPR Primary
William S. James Elementary

HARFORD COUNTY PUBLIC SCHOOLS

102 South Hickory Ave.

Bel Air, MD 21014

BID FORMBID #09-JLL-033ICE CREAM

All proposals must be submitted properly executed, securely sealed and prominently marked. All proposals must be received at the Purchasing Office of Harford County Public Schools by **2:30 PM, July 8, 2009**, 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 shall be addressed to the Purchasing Department, Harford County Public Schools, 102 South Hickory Ave., Bel Air, MD 21014, Attn: Jeff LaPorta, Purchasing.

We agree to furnish and deliver in accordance with the accompanying specifications, for the prices listed below, the following:

ITEM NUMBER	QUANTITY	DESCRIPTION	BIDDERS DESCRIPTION	UNIT PRICE	TOTAL PRICE
24-1034	2900 doz.	Ice Cream Cup, 4 fl. oz., (flavors: vanilla, chocolate)	<hr/> Brand <hr/> Brand Code # <hr/> Size of Ice Cream Cups <hr/> No. Of Ice Cream Cups/Box	doz.	
24-1035	1400 doz.	Ice Cream Bar, chocolate coated, 3 fluid ounces.	<hr/> Brand <hr/> Brand Code # <hr/> Size of Ice Cream Bar <hr/> No. Of Bars/Box	doz.	

ITEM NUMBER	QUANTITY	DESCRIPTION	BIDDERS DESCRIPTION	UNIT PRICE	TOTAL PRICE
24-1030	3800 doz.	Ice Cream Sandwich, 4 fluid ounces. Specify Type of Cake	<hr/> Brand <hr/> Brand Code # <hr/> Size of Ice Cream Sandwich <hr/> No. Of Ice Cream Sandwiches/Box	doz.	
24-1036	1500 doz.	Orange Cream Stick, 3 fluid ounces, dreamsicle type, orange coated.	<hr/> Brand <hr/> Brand Code # <hr/> Size of Orange Cream Stick <hr/> No. Of Sticks/Box	doz.	
24-1033	6500 doz.	Nut Cone, minimum 3.0 fluid ounces, vanilla ice cream, topped with chocolate coating and peanuts in 1 oz. cone.	<hr/> Brand <hr/> Brand Code # <hr/> Size of Nut Cone <hr/> No. Of Nut Cones/Box	doz.	
24-1037	3000 doz.	Strawberry Crumb Ice Cream Bar, 3 fluid ounces, with strawberry crumb coating.	<hr/> Brand <hr/> Brand Code # <hr/> Size of Strawberry Bar <hr/> No. Of Strawberry Bars/Box	doz.	

ITEM NUMBER	QUANTITY	DESCRIPTION	BIDDERS DESCRIPTION	UNIT PRICE	TOTAL PRICE
24-1038	3200 doz.	Chocolate Crumb Ice Cream Bar, 3 fluid ounces, with chocolate crumb coating.	<hr/> Brand <hr/> <hr/> Brand Code # <hr/> <hr/> Size of Chocolate Bars <hr/> <hr/> No. Of Choc. Bars/Box <hr/>	doz.	
24-1039	500 doz.	Mini Vanilla Ice Cream Sandwich, 2.2 fluid ounces minimum. <hr/> Specify Type of Cake <hr/>	<hr/> Brand <hr/> <hr/> Brand Code # <hr/> <hr/> Size of Mini Sandwich <hr/> <hr/> No. Of Mini Sandwiches/Box <hr/>	doz.	
24-1045	50 doz.	Toasted Almond Bar, 3 fluid ounces.	<hr/> Brand <hr/> <hr/> Brand Code # <hr/> <hr/> Size of Toasted Almond Bar <hr/> <hr/> No. Of Bars/Box <hr/>	doz.	
24-1047	3000 doz.	Sherbet Push-Up, 2.5 ounces minimum.	<hr/> Brand <hr/> <hr/> Brand Code # <hr/> <hr/> Size of Sherbet Push-Up <hr/> <hr/> No. Of Push-Up/Box <hr/>	doz.	

ITEM NUMBER	QUANTITY	DESCRIPTION	BIDDERS DESCRIPTION	UNIT PRICE	TOTAL PRICE
24-1050	1000 doz.	Fudge Bar, 3 ounces.	<hr/> Brand <hr/> Brand Code # <hr/> Size of Fudge Bar <hr/> No. Of Bars/Box	doz.	

\$ _____
TOTAL CONTRACT PRICE

In compliance with the above and subject to all terms and conditions thereof, the undersigned offers and agrees, if the bid be accepted, to furnish items upon which prices are quoted, at the price indicated, delivered at the designated points within the time specified.

I/WE certify specification sheets and nutritional data information have been provided in accordance with Paragraph 2, Specific Conditions, Section 2.4.

I/WE further certify that this bid is made without any previous understanding agreement or 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.

ANY ALTERATIONS IN FIGURES ON THE BID FORM MUST BE INITIALED IN SCRIPT, IN INK, BY THE PERSON SIGNING THE BID PROPOSAL.

COMPANY

NAME (TYPE OR PRINT)

ADDRESS

TITLE

SIGNATURE

TELEPHONE

DATE

EMAIL

FAX