

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

BID ANNOUNCEMENT

BID TITLE: ***Manufacturer Direct Cereal Products***

BID NUMBER: 19-BWR-028

BID OPENING DATE AND TIME: June 06, 2019, 2:30 pm local time

PLACE OF BID OPENING /
BID MAILING ADDRESS: Purchasing Office
Harford County Public Schools
Administration Building, 3rd Floor
102 South Hickory Avenue
Bel Air, Maryland 21014

PURCHASING AGENT: Ms. Bobbie Wilkerson, CPPO, CPPB
Phone: 410.638-4083
Bobbie.tolstonwilkerson@hcps.org

QUESTIONS DUE DATE AND TIME: Questions must be emailed to Sherry.Ramsey@hcps.org no later than 2:30 pm on May 22, 2019.

PRE-BID CONFERENCE: n/a
(optional)

BONDING: Bonds Are Not Required.

MBE DOCUMENTS: MBE Documents Are Not Required.

TIMELY DELIVERY OF BID DOCUMENTS: Bids must be received in the Purchasing Office before the bid opening. Bidders are reminded that not all special delivery carriers guarantee delivery to 102 S. Hickory Avenue, Bel Air, MD 21014 prior to 2:30 pm.

Bids should be sealed and labeled in an envelope with the bid number, bid title and directed to the Purchasing Office – 3rd Floor.

INCLEMENT WEATHER If Harford County Public Schools Administrative Offices are closed on the day a bid is due, that bid will be due at the same time the next day the Administrative Offices are open.

Bidders may obtain the Solicitation Documents by downloading the information at our website: www.hcps.org/departments/BusinessServices/purchasing.aspx. Bidders shall continue to check the HCPS website for possible addenda to the bid(s) prior to the bid opening date.

LATE BIDS WILL BE REJECTED AND RETURNED UNOPENED

Harford County Public Schools Nondiscrimination Statement

The Harford County Public School System (HCPS) does not discriminate on the basis of race, color, sex, age, national origin, religion, sexual orientation, gender identity, marital status, genetic information, disability, or any other basis prohibited by law with regard to employment or conditions of employment, or participation in or access to its programs, activities or services. Inquiries related to the non-discrimination policy of the Board of Education of Harford County should be directed to the Supervisor of Equity and Cultural Proficiency at 410-809-6065.

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

BID SPECIFICATIONS

MANUFACTURER DIRECT CEREAL PRODUCTS

BID # 19-BWR-028

1. GENERAL INFORMATION

- 1.1 These specifications in addition to and/or in place of similar paragraphs in the Board of Education of Harford County's (also known as Harford County Public Schools, and sometimes referred to as HCPS or the Board) "General Terms and Conditions for Supplies and Equipment" are intended to cover the furnishing and delivering of "Manufacturer Direct Cereal Products" to one (1) warehouse location of Harford County Public Schools for the 2019-2020 school year. All prices shall be firm for the contract period. Bids incorporating escalator clause features will be rejected.
- 1.2 It is the intent of these specifications to provide prospective bidders with complete information relative to the total performance of any resulting Contract. Bidders are obligated to read and understand all parts of this invitation to bid and to obtain clarification of any part not thoroughly understood.
- 1.3 This contract will be coordinated through the Food & Nutrition Department.

2. SPECIFIC CONDITIONS

- 2.1 It is the sole responsibility of the Bidder to call to the attention of any discrepancies in specifications to Sherry Ramsey at Sherry.Ramsey@hcps.org, **IN WRITING**, at least **FIVE (5)** working days **PRIOR TO THE OPENING OF THE BID**. Any errors, omissions or incompatibilities noted after the bid opening shall be the Bidder's responsibility and shall in no way release them from performing all work in accordance with good practices and in accordance with the true meaning and intent of the scope of work and the specifications for this project.
- 2.2 All products specified herein shall comply with all regulations of the Maryland Health Department, the USDA, the Health Department of Harford County, and the requirements of the Federal Food, Drug and Cosmetic Act and the regulations promulgated thereunder.
- 2.3 Products shall not contain MSG, BHT, and/or BHA. Pesticide levels and pesticide residues shall not be in excess of established tolerance levels.
- 2.4 In the event that any of the ingredients and/or nutritional requirements cannot be met, bidders must provide documentation accordingly.
- 2.5 The awarded bidder shall be required to provide the Food and Nutrition Office with a monthly report of the total, by item, of food products purchased for the month.
- 2.6 The apparent awarded bidder shall be required to provide the Food and Nutrition Office with copies of the nutritional analysis and product ingredient information on all items to be awarded. Vendor will supply this information within 10 days of written request. This information should include: calories, protein, fat, carbohydrate, phosphorous, sodium, and cholesterol. Electronic submission is preferred and should be addressed to Karen.Olsen@hcps.org.

3. **SAMPLES**

- 3.1 Bidders shall bid on specified manufacturer items requested. If a substitute product is to be offered, bidder shall submit samples, nutritional analysis, and product ingredient information directly to the Food and Nutrition Supervisor for approval. Samples and additional information must be sent to:

HCPS Food and Nutrition Office
Attention: Gary Childress
101 Industry Lane
Forest Hill, MD 21050

Bidder shall also submit the substitute product(s) request in the form of a question via email to Sherry.Ramsey@hcps.org. Once decisions are made by the Food and Nutrition Supervisor, an addendum shall be posted on www.hcps.org to communicate the information. **Substitute product requests, samples, nutritional analysis, product ingredient information, and all other questions are due by 2:30 pm local time on May 22, 2019.** Any addenda issued must be signed and submitted with the bid submittal.

- 3.2 Bidder may be asked to furnish local references from other school locations serviced this past year.
- 3.3 The HCPS Food and Nutrition Office reserves the right to approve/reject any bid item not specifically listed as an approved item.

4. **BIDDER QUALIFICATIONS**

- 4.1 Bidders must be a full line distributor of all brands bid.
- 4.2 Bidders must have a demonstrated history of large sales volume and shall provide such information with references, when submitting their bid. HCPS reserves the right to request, from bidder, references of similar size and scope.
- 4.3 All bidders must be designated as warehouse distributors or equivalent. Bidders must be capable of supplying a wide variety of food supply items including, but not limited to, those listed on the Bid Form.
- 4.4 Bidders must have a warehouse inventory under their direct control sufficient to fulfill the requirements listed herein. In addition, bidders must have fleet vehicles capable of meeting the delivery schedule demands as stated in this specification.

5. **INVENTORY CONTROL**

- 5.1 The awarded bidder agrees to stock an adequate supply of the items listed to attain at least a 95% fill rate. HCPS reserves the right to purchase on the market in an emergency situation, or if items are out of stock or backordered for over five (5) business days.
- 5.2 The awarded bidder shall notify the Food and Nutrition Office when out of stock on any item due to circumstances beyond the awarded bidder's control. HCPS reserves the right to procure out of stock items from other sources, and to back charge the awarded bidder the difference between the contract price and the open market price.
- 5.3 HCPS is not responsible for any ending inventory at the distributor's warehouse. HCPS will work with the distributor to provide updates on products that will no longer be used.

6. **PRODUCT LABELING AND PACKAGING**

Products sent to HCPS must be packaged and marked APPROPRIATELY.

- 6.1 All containers (and all products within containers) must be packed in adequate material to protect the product(s) against damage during transportation, storage, and holding. Cartons and/or containers not adequately closed/secured will not be received.
- 6.2 Marking/Labeling:
All products shall be boxed properly for easy checking and receiving. Identification markings and production dates must be clearly visible. All containers or boxes shall indicate the date of packing, brand names, product item number, and quantity of pack. The awarded bidder shall make available to the Food and Nutrition Office the codes for date of packing.

Each case/carton must state the processing date to determine freshness.
ALL PACKAGES WITHIN THE CASE/CARTON MUST BE LABELED WITH THE PRODUCT NAME AND MANUFACTURER.

7. **BUY AMERICA ACT**

Schools and institutions participating in the National School Lunch Program and School Breakfast Program in the contiguous United States are required by law to comply with the Buy American provisions found in the regulations of the National School Lunch Program(NSLP) at CFR 210.21(d) and the School Breakfast Program(SBP) at 7 CFR 210.21(d). As a result, schools are required to purchase, to the maximum extent practicable, domestic products.

A domestic product is defined as a product that is manufactured in the United States, or a United States Territory and contains at least 51% of its product from the United States, or a United States Territory. Documentation that products meet these requirements must be submitted upon request.

Products that do not meet these definitions may not be shipped without prior approval from Food and Nutrition Supervisor. To obtain approval documentation must be submitted that domestic product is not produced or manufactured in sufficient and reasonable available quantities of a satisfactory quality or that competitive pricing reveals that the cost of a domestic product is significantly higher than non-domestic food.

8. **ORDERING PROCEDURE**

- 8.1 Product ordering will be processed via purchase order.
- 8.2 The Food and Nutrition Office will place orders approximately fourteen (14) days in advance of required delivery on an as needed basis.
- 8.3 Bidders shall submit and clearly state any minimum order requirements with their bid submission.
- 8.4 Awarded bidder shall provide complete ordering instructions, product codes, ordering codes, ordering training, package sizes, and pricing list within 30 days after notice of award.

9. **DISCOUNTS**

It shall be the responsibility of the awarded bidder to provide notification of any promotional allowances, volume incentives, and/or rebates. The awarded bidder shall also provide to the Food and Nutrition Office any necessary forms and documentation needed to redeem such discounts.

10. **QUANTITIES**

The quantities reflected on the Bid Form indicate the approximate quantities required for the 2019-2020 school year. The amounts shown should not be construed as minimum or maximum, and are not guaranteed. **The contract shall be for the actual quantity ordered by and for Harford County Public Schools. The right is reserved by Harford County Public Schools to order the number of items and quantities deemed feasible.**

11. **DELIVERIES**

- 11.1 All deliveries shall be F.O.B. Destination. Delivery is to the Forest Hill Annex Distribution Center, 101 Industry Lane, Forest Hill, MD 21050. The Distribution Center does have a loading dock.
- 11.2 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 requirement upon which their bid is based.
- 11.3 Delivery shall be made Monday through Friday between the hours of 7:30 am to 12:00 pm, and 12:30 pm to 2:30 pm. Delivery appointments must be arranged by calling 410-638-4136.
- 11.4 In the event that schools are unexpectedly closed due to weather or catastrophic event, delivery shall be made the next day schools are open. Unexpected delays and closures will be listed at www.hcps.org. If a school holiday falls on a scheduled delivery date, the awarded bidder shall contact the Food and Nutrition Office to arrange a substitute delivery schedule for that week. The awarded bidder will receive a calendar which indicates school holidays and scheduled days closed.

12. **DAMAGE**

Contractor shall furnish all food items listed herein, free of damage and spoilage. A signed delivery ticket shall not imply that items received were in good condition, only that the items were received. HCPS reserves the right to return any item found damaged, not meeting standards, or not able to be used before stamped date on box for full credit, at no expense to HCPS.

13. **FORM OF PROPOSAL**

- 13.1 All pricing must be submitted on the Bid Form.
- 13.2 Due to possible changes and/or additions to the solicitation package, HCPS requests that bidders delay submission of their bid package until after the date that questions are due, to allow time for the possible issuance of an addendum. All changes will be processed through appropriate addenda.

14. **INVOICING AND PAYMENT**

- 14.1 The awarded bidder shall furnish one invoice for each delivery. Each invoice shall include quantities, product description, and price for each item.
- 14.2 Harford County Public Schools prefers invoices to be sent electronically to help the timely payment of invoices. Invoices can be emailed to Gary.Childress@hcps.org. Harford County Public Schools' payment terms are Net 30 days.

If invoices are sent through the mail, they shall be sent to the following address:

HCPS Food and Nutrition Office
101 Industry Lane
Forest Hill, MD 21050

15. **REPORTING**

The awarded bidder shall provide the Food and Nutrition Office with a velocity report due by the 10th of each month listing the total quantity of each product purchased for the month. Monthly reports should be emailed to Elise.Airey@hcps.org.

16. **RATE ADJUSTMENTS**

All prices herein shall be firm against any adjustment for the first twelve (12) months of the Contract.

- 16.1 Prior to commencement of subsequent renewal terms, HCPS will entertain a request for a price adjustment on the cost up to the Consumer Price Index for the previous 12-month period prior to the renewal date. The Awarded Bidder(s) shall request all rate adjustments in writing to the Purchasing Agent, at least ninety (90) days prior to the renewal date, increases submitted late will not be considered.
- 16.2 The request for a change in the rate shall include: (1) the cause for the adjustment and (2) the amount of the change requested with documentation to support the requested adjustment (i.e. appropriate Bureau of Labor Statistics index).
- 16.3 HCPS will only consider adjustments on rates based upon the Consumer Price Index in the Consumer Price Index (CPI-U), Baltimore Region, as published by the Bureau of Labor Standards (<https://www.bls.gov/cpi/data.htm>).
- 16.4 For calculating the CPI adjustment, the Purchasing Department shall follow the instructions below:
- 16.4.1 Access the U.S Bureau of Labor Standards <https://www.bls.gov/cpi/data.htm>.
- 16.4.2 Under "**All Urban Consumers (Current Series)**", click on "One Screen Date Search" (magnifying glass).
- 16.4.3 Select "U.S. City Average" for No. 1. In search box for No. 2 input "Cereal", then select Ice cream and related products". Uncheck "Seasonally Adjusted" box in No. 3. Select "Add to Selection" then Get Data option. Select "More Formatting Options". Select "12 Months Percentage Change". Click "Retrieve Data".
- 16.4.4 Use the chart: 12 Months Percent Change. Adjustments shall be based on the total of the last annual percentage change.
- 16.5 The CPI adjustment is NOT automatic. HCPS reserves the right to accept or reject the adjustment within sixty (60) days of receipt of request.
- 16.5.1 If the request is rejected, the Contract for that item may be terminated thirty (30) days from the date of HCPS rejection letter.
- 16.5.2 If adjustment request is rejected, HCPS reserves the right to purchase services or goods from the next most favorable responsive and responsible bidder, as the requested adjustment may change the award position. If the next most favorable responsive bidder(s) does not have service available within the requested timeframe, HCPS reserves the right to purchase from any source.
- 16.5.3 Awarded Bidder whose price adjustment has been rejected by HCPS shall be granted the right of first refusal and shall be given an opportunity to match the item pricing of the next most favorably ranked responsive and responsible bidder within ten (10) days of receipt of HCPS rejection notification.
- 16.6 Upon receipt of the Awarded Bidder(s) request, HCPS shall decide to accept, reject or modify the request for a price adjustment based upon its investigations and the information provided by the

Awarded Bidder. If HCPS approves the price adjustment, the price shall remain firm for the renewal term for which it was requested.

- 16.7 HCPS reserves the right to decrease the unit price, if such downward adjustment is reflected with the CPI data.
- 16.8 Unit Price rate increase requests will not be considered if not accompanied with the proper information or within the designated time. ‘
- 16.9 HCPS reserves the right to cap pricing adjustments.

17. **AWARD OF CONTRACT**

Award shall be made in total to a single bidder. The contract shall be awarded to the lowest responsive and responsible bidder complying with the conditions and specifications of this bid, provided the bid is reasonable and it is in the best interest of Harford County Public Schools to accept it.

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.

18. **TERMS OF CONTRACT**

- 18.1 Deliveries of food items shall begin on or about August 12, 2019, in accordance with initial orders received from the Food and Nutrition Supervisor.
- 18.2 The term of this contract shall be effective July 1, 2019, through June 30, 2020. Harford County Public Schools reserves the right, if mutually agreed upon, to extend this contract under the same terms and conditions for up to four (4) additional one (1) year periods.

19. **CONFLICT OF INTEREST**

- 19.1 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 their duties and responsibilities. Further, Harford County Public Schools 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.
- 19.2 Bidders must complete the “Anti-Bribery Affidavit”, the “Certification regarding U.S. Government Debarment Suspension, Ineligibility and Voluntary Exclusions and the Employment of Sex Offenders and Other Criminal Offenders Affidavit” forms which are in front of the bid pages and must attach them with the completed bid forms. Failure to complete these forms and submit them with the completed bid forms may result in rejection of the entire bid proposal.

20. **PROOF OF CARRIAGE OF INSURANCE**

The awarded bidder shall furnish Harford County Public Schools with certificates showing the appropriate type, amount, and class of coverage as per HCPS Insurance Requirements specified in this bid.

21. **MULTI-AGENCY PARTICIPATION**

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 entity.

22. **PROCUREMENT ADMINISTRATOR**

Sherry Ramsey, Procurement Specialist, will administer the solicitation process. The Procurement Administrator will be the sole point of contact for purposes of this bid. Questions and inquiries should be e-mailed to the Procurement Administrator: Sherry Ramsey, at Sherry.Ramsey@hcps.org. All questions must be e-mailed and received no later than 2:30 pm local time May 22, 2019.

Questions will not be accepted by phone. Questions that are deemed to be substantive in nature will be answered in writing, with both the question(s) and answer(s) being addressed in the form of an Addendum and posted on our website on or before May 29, 2019 at www.hcps.org as well as eMaryland Marketplace.

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

**GENERAL TERMS AND CONDITIONS
Supplies and Equipment**

Instruction to Bidders and Offerors

The following provisions, where applicable, will become part of any contractual relationship developed as a result of the bid/proposal solicitation.

2.0 AN INVITATION TO BID/PROPOSAL SUBMISSION

- 1.1 The Board of Education of Harford County hereinafter referred to as Harford County Public Schools or HCPS, invites all interested and qualified bidders to submit a bid. These specifications and requirements identified in the attached statement of work and detailed specification are intended to cover the procurement of supplies and/or equipment requested.
- 1.2 In accordance with State law and HCPS policies, solicitations shall be published a minimum of fourteen (14) calendar days in advance of due date for any bid having a potential award value of \$25,000 or more.
- 1.3 Unless otherwise indicated, HCPS shall receive sealed bids until the date and time indicated on bid or as modified by addenda. Bids must be delivered to HCPS, Purchasing Department, 102 South Hickory Ave., Third Floor, Room 310, Bel Air, Maryland 21014. Bids must be delivered in sealed envelopes and clearly marked on the outside: Name of Bidder, Due Date and Time, Solicitation/Bid Number and Solicitation Title. **Late bids will be rejected and returned unopened.**
- 1.4 Brand name and model numbers are offered as a reference for bidders as to the style, size, weight, and other characteristics of the item(s) in the Specifications. The use of such brand names should not be interpreted as the exclusive brand desired unless so stated. The determination of the acceptability and/or the criteria for acceptability of an alternate is solely the responsibility of HCPS.
- 1.5 The Bidder or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, circumstances, prerequisites, qualifications and/or specifications before submitting their bid. A bidder's failure to become fully informed is at the Bidder's sole and complete risk of loss. The Bidder shall have no right to any damages, cost and/or any other remedy at law or equity against HCPS for any miscalculation, misunderstanding, error (either omissions or commissions), mistake, misinterpretation, and/or the failure by the Bidder to obtain an award of bid, award of contract and/or profits, fees or money from HCPS when the Bidder failed to fully inform themselves. In the case of error in extension of prices in the Bid, the unit price shall govern or the entire bid may be declared non-responsive.
- 1.6 Where provision is made on the Bid Form for bidding items on an individual, group or aggregate basis, the award will be made on whichever basis is in the best interest of HCPS. When an aggregate bid is requested, the unit prices for each item shall be identified on the Bid Form for accounting purposes. The unit prices in an aggregate bid should be consistent with the total quoted price for an aggregate bid.
- 1.7 The product offered by the Bidder shall be new, not used, and the latest version unless otherwise requested by HCPS. Should a product be discontinued and/or upgraded during the course of the Contract, the Awarded Bidder shall offer to HCPS a new alternate product meeting and/or exceeding the established specifications, under the same terms, conditions and prices as the originally offered item.

2.0 ORDER OF PRECEDENCE

In the event of an inconsistency among provisions of this solicitation, the inconsistency shall be resolved by the following order of precedence:

- Specifications
- Terms and Conditions

- General Provisions

3.0 BID PREPARATION, PROPOSAL SHEET, AND BID OPENING

- 3.1 Bidder must submit one (1) original with original signatures of the Bid using HCPS bid forms. The Bidder should make and retain one (1) copy of the Bid for their files. Bids must be signed and submitted by an authorized representative of the Bidder. Each bidder may attach a letter of explanation to the Bid, if so desired, to provide an explanation of any detail(s) in the Bid.
- 3.2 Signed bids shall be returned in a sealed envelope. When the Bid is sent by mail, the sealed envelope shall be enclosed in a separate sealed mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof. HCPS shall not accept any facsimile transmission or electronic submission to HCPS purchasing agents, representatives or employees as meeting the requirement of the sealed bid. A facsimile or electronic document shall not be considered a valid response to the Bid solicitation.
- 3.3 Each bid must show the full business address, telephone number, fax number, email address, and federal tax identification number of the Bidder and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the Bid and Contract, including Letter of Intent, copy of Contract, and Purchase Order, will be mailed or delivered to the contact information shown on the Bid in the absence of written instructions from the Bidder to the contrary.
- 3.4 All bidders shall be required to complete the certificates and/or affidavits, and/or acknowledgements that are incorporated into the proposal pages of this specification. Such documents are required by Local, State or Federal funding agencies of HCPS as part of the bidding process. The documents may include but are not limited to: Anti-Bribery Affidavit, Debarment Certificate, Sales Tax Certification, Minority Bidder Status, and when applicable, Asbestos Free Certification and any others that may be required.
- 3.5 **Bid Opening**
 - 3.5.1 At the public opening of the Bid, the Bidder's names and their pricing will be read and recorded. All bids submitted by the required time will be accepted for further evaluation. Following complete evaluation of the Bids following opening, bids may be rejected due to major irregularities or omissions and will be rendered as non-responsive.
 - 3.5.2 Complete evaluations of the Bids will not take place at the bid opening and no indication of award will be made. HCPS reserves the right to review all responses and analyze the results of the procurement process. Any tabulation provided at this time is draft status only.
 - 3.5.3 A final recommendation(s) for contract award may be prepared for review and when required, approval by the Board of Education of Harford County.
 - 3.5.4 The Board of Education of Harford County must approve contract awards of \$100,000 or more. Formal contract award is contingent upon the required Board approval.
 - 3.5.5 Bidders may correct a minor irregularity and minor irregularities may be waived. A minor irregularity is one that is merely a matter of form and not of substance or pertains to an immaterial or inconsequential defect or variation in a bid, the correction or waiver of which would not be prejudicial to other bidders. When so noted, minor irregularities may be corrected within forty-eight (48) hours following notification. The Purchasing Supervisor will be the final determinate of what is a minor irregularity.
 - 3.5.6 HCPS also reserves the right to reject any or all bids and/or waive technical defects and minor irregularities at the discretion of the Supervisor of Purchasing, HCPS or designee if, in its judgment the interests of HCPS shall so require. Bids may be withdrawn before the scheduled time of opening. Withdrawal is not permitted after the scheduled time of opening.
 - 3.5.7 Any omissions, errors, conflicts, or discrepancies in this document shall be called to the attention of HCPS IN WRITING within five (5) working days prior to the bid opening.
 - 3.5.8 Omission of any specification or details of any specification which would normally apply to the supplies and/or equipment described herein, shall not relieve the Bidder 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.

- 3.6 At the time of the bid opening each bidder will be presumed to have read and to be thoroughly familiar with the specifications and related documents (including all Addenda). The failure or omission of any bidder to receive or examine any form, instrument, or document, shall in no way relieve them from any obligation in respect of its bid.

4.0 AWARD OR REJECTION OF BIDS/PROPOSALS

- 4.1 Bids will be awarded to the lowest responsive and responsible bidder whose bid meets the requirements and evaluation criteria set forth in the invitation for bid and is in the best interest of HCPS.
- 4.2 HCPS reserves the right to reject a bid of bidders pursuant to Section 5-112 of the Education Article of the Annotated Code of Maryland.
- 4.3 Bidder SHALL NOT offer more than one price on each item even though they may feel that they have two or more types or styles that will meet specifications. If Bidder submits more than one price per item specified, Bidder may be deemed non-responsive. Bidders are allowed to also offer incentives, discounts, and promotional pricing, however; if conditions are attached to pricing, the pricing may be rejected.
- 4.4 Each bidder cannot offer more than one (1) proposal.
- 4.5 HCPS also reserves the right to reject a bid of firms who have demonstrated performance deficiencies or who have previously failed to perform properly or complete on time other Board contracts.
- 4.6 HCPS reserves the right to reject any or all bids.
- 4.7 HCPS reserves the right to re-advertise for other bids for the identical requirement if it is in the best interest of HCPS.

5.0 ANNULMENTS AND RESERVATIONS

- 5.1 Conditional proposals will not be considered.
- 5.2 HCPS reserves the right to waive technical defects within submittals.
- 5.3 HCPS may conduct any necessary investigation to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to HCPS all such information and data requested. HCPS reserves the right to reject any proposal if the evidence submitted by the Bidder or investigation of such bidder fails to satisfy HCPS that such bidder is properly qualified to carry out the obligations of the Contract and to complete all stipulated requirements.
- 5.4 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 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.
- 5.5 Unbalanced proposals will not be accepted.
- 5.6 HCPS shall have the right to reject any or all bids, reject a bid not accompanied by a required bid security or by other data required by the bidding documents, or reject a bid which is in any way incomplete or irregular.

6.0 MULTI-AGENCY PROCUREMENT

- 6.1 HCPS reserves the right to extend the terms and conditions of this solicitation to any and all other government agencies. All purchase and payment transactions will be made directly between the Contractor and the requesting public agency.
- 6.2 Each participating jurisdiction or agency shall enter into its own contract if necessary with the Awarded Bidder(s). HCPS assumes no obligation on behalf of any other entity.

7.0 TIE BIDS

In the event of tie bids, the award(s) shall be made as per the procedure specified in the Harford County Public Schools Purchasing Manual.

8.0 WAIVER OF TECHNICALITIES

Minor differences in the specifications or other minor technicalities may be waived at the discretion of the Supervisor of Purchasing

9.0 BID PRICES

- 9.1 All pricing must remain firm for sixty (60) days from date of bid opening unless otherwise specified.
- 9.2 Unit Prices must be rounded off to no more than two (2) decimal places, unless otherwise specified.
- 9.3 HCPS reserves the right to accept price reductions from the Awarded Bidder during the term of this contract.
- 9.4 HCPS will not accept any proposals with bidder escalator clauses, unless specifically stated in the solicitation specifications.

10.0 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 and HCPS.

11.0 TAXES

- 11.1 Materials, which are incorporated into work under formal or informal contracts, are not exempt from the Maryland State Sales or Use Tax. Awarded Bidders shall be responsible for paying such taxes when purchasing materials. HCPS tax-exempt certificates cannot be used by contract awardees.
- 11.2 No charge will be allowed for Federal, State or municipal sales and excise taxes from which 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. Harford County Public Schools, Maryland is a political organization of the State of Maryland under the "Code of Maryland-Title 13A". The Internal Revenue Code Section 501 specifically exempts political organizations from Federal Income Tax. Harford County Public Schools, Maryland Federal Tax ID is #52-6000955.

12.0 DELIVERIES

- 12.1 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.
- 12.2 Failure to comply with the above may be sufficient reason for rejection of shipment.

13.0 BILLING AND PAYMENT

- 13.1 Each invoice shall list the purchase order number or contract number of HCPS and the items on the invoice shall be listed in the same order as on the purchase order. The original invoice shall be submitted to the Accounts Payable Office, 102 S. Hickory Avenue, Bel Air, Maryland 21014, unless otherwise specified.
- 13.2 Payment in full will only be made upon final acceptance of items as shown on Purchase Order. Partial payments may be paid if partial shipments have been made and received.
- 13.3 Standard HCPS payment terms are net thirty (30) days.
- 13.4 HCPS will not pay freight bills, unless stated otherwise. Delivery shall be F.O.B., to the destination(s) as noted on Purchase Order.

14.0 GOVERNING LAW AND DISPUTE RESOLUTION

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

14.2 Alternative 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.

14.3 Any ADR hearing or arbitration will take place in the State of Maryland.

15.0 ADDENDA

15.1 All changes to the Bid Specifications will be made through appropriate Addenda issued from the Purchasing Department.

15.2 Addenda notices will be posted on the Purchasing Department web site at www.hcps.org, as well as eMaryland Marketplace.

15.3 No Addenda will be issued later than five (5) days prior to the date for receipt of bids except an Addendum withdrawing the request for bids or one which postpones the date for receipt of bids.

15.4 Each bidder shall ascertain prior to submitting a Bid that they have received all Addenda issued and the Bidder shall acknowledge their receipt on the Addenda Form. The Addenda Form shall be completed and returned with the Bid response. Failure to return the signed Addenda Form may be reason for rejection of the Bid.

16.0 RIGHT OF SELECTION

HCPS reserves the right to accept this bid by items or as a whole or lump sums. HCPS also reserves the right to increase or decrease the estimated quantities. HCPS reserves the right to reject any and all bids which comply with these specifications or to accept a higher bid which complies, provided that, in the judgment of HCPS the bid offered under the higher bid is in the best interest of HCPS and the additional price can be justified.

17.0 DISSEMINATION OF INFORMATION

This section intentionally omitted.

18.0 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 receive these insurance requirements prior to submitting a bid. Failure to comply with these insurance requirements may render the bid as non-responsive.

19.0 TERMINATIONS FOR CAUSE OR CONVENIENCE

19.1 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.

19.2 Any cost and/or expense incurred under this section above shall be deducted from and paid by the Board of Education of Harford County out of such monies as may be due or become due to the Contract, 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 of Harford County.

19.3 The performance of work under this contract may be terminated for convenience by the Board of Education of Harford County in accordance with this clause in whole or part, whenever the Supervisor of Purchasing shall determine that such termination is in the best interest of HCPS. 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.

20.0 DRUG, TOBACCO, AND ALCOHOL

All HCPS properties are "drug, tobacco, and alcohol-free zones" as designated by Local and State laws. Neither the Consultant or their employees (or sub-Consultants) are permitted to have any tobacco products, vaporizers, e-cigarettes, illegal or prescription drugs, or alcohol products on HCPS property. Use or possession of such items on HCPS property will result in immediate termination of the Agreement.

21.0 PROTEST AND APPEAL PROCESS

Any bidder objecting to the recommendation for award or the award of contract may appeal the action to the Supervisor of Purchasing by formal notification in writing within ten (10) business days of award. A formal written response to the appeal shall be issued within thirty (30) days following receipt of the formal protest. The decision of the Supervisor of Purchasing may be appealed to the Superintendent of Schools within five (5) business days following receipt of decision from the Supervisor of Purchasing. The decision of the Superintendent is final and conclusive.

22.0 NONDISCRIMINATION

22.1 The Contractor shall comply with all Federal and State anti-discrimination laws in the performance of this contract.

22.2 The Harford County Public School System (HCPS) does not discriminate on the basis of race, color, sex, age, national origin, religion, sexual orientation, gender identity, marital status, genetic information, disability, or any other basis prohibited by law with regard to employment or conditions of employment, or participation in or access to its programs, activities or services. Inquiries related to the non-discrimination policy of the Board of Education of Harford County should be directed to the Supervisor of Equity and Cultural Proficiency at 410-809-6065.

22.3 The Awarded Bidder shall furnish, if requested by HCPS, a compliance report concerning their employment practices and policies in order for HCPS to ascertain compliance with the special provisions of this contract concerning discrimination in employment.

22.4 In the event the Awarded Bidder is deemed noncompliant with the nondiscrimination clause of this contract, this contract may be canceled, terminated or suspended in whole or in part and the Awarded Bidder may be declared ineligible for further/future HCPS' work.

23.0 NON-HIRING OF EMPLOYEES BY AWARDED BIDDER OR HCPS

23.1 No employee of the HCPS or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the HCPS or any unit thereof.

23.2 No employee of the Awarded Bidder or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the Awarded Bidder or any unit thereof.

24.0 FINANCIAL DISCLOSURE

The Awarded Bidder shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article, Annotated Code of Maryland, which requires that every business that enters into contracts, leases or other agreements with the State of Maryland or its agencies, including school districts, during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall within thirty (30) days of the time when the aggregate value of these contracts, leases or other agreements reached \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

25.0 POLITICAL CONTRIBUTION DISCLOSURE

Awarded Bidder shall comply with the provisions of Section 14-101 et seq. of the Election Law Article of the Maryland Code, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, including school districts, during a 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.

26.0 RETENTION OF RECORDS

The Awarded Bidder shall retain and maintain all records and documents relating to this contract for three (3) years after final payment by HCPS hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of HCPS or designee, at all reasonable times.

27.0 LANGUAGE/GENDER

27.1 Bidder, proposer, offeror, vendor and contractor all have the same meaning and may be used interchangeably.

27.2 The Board of Education of Harford County is also referred to as HCPS, Harford County Public Schools, and Board of Education which may be used interchangeably.

27.3 Bid, proposal and offer all have the same meaning and can be used interchangeably.

28.0 COMPLIANCE WITH THE LAW

The Bidder hereby represents and warrants:

28.1 That it is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified.

28.2 That it shall comply with all Federal, State and Local law ordinances and legally enforceable rules and regulations applicable to its activities and obligations under this agreement.

28.3 That it shall procure, at its expense, all licenses, permits, insurance and governmental approval, if any are necessary to the performance of its obligations under this agreement.

29.0 SAFETY AND CODE REQUIREMENTS

29.1 Contractor shall comply with all Federal, State, and Local laws, ordinances and regulations pertaining to work under their charge and these shall be construed as the minimum requirements of these specifications.

29.2 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.

29.3 Safety Data Sheets (SDS) 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 20 CFR 1926.58 or any other applicable State, Federal or Local regulation. The Contractor, when required, must submit SDS sheets to each school or facility that receives any such supplies, materials, equipment or any other substances furnished and/or installed by the Contractor.

30.0 CONTRACTOR'S OBLIGATION

30.1 The Awarded Bidder 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 as non-responsive.

30.2 The Awarded Bidder, after award and prior to starting work, may be required to submit working drawings or detailed descriptive data identified as acceptable to HCPS, which provide sufficient data to enable HCPS to judge the Awarded Bidder's compliance with the specifications.

30.3 In case of any apparent conflict between the specifications and such laws, ordinances, etc., the Awarded Bidder shall call the attention of the applicable HCPS designee(s) to such conflict for a decision before proceeding with any work.

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- 30.4 Any deviation(s) from the specifications or scope of work must be clearly noted in detail by the Bidder, in writing, at the time of submittal of the formal bid. The absence of a written list of deviation(s) at the time of submittal will hold the Bidder accountable to HCPS to the specifications or scope of work as written by HCPS. Any deviation(s) from the specifications or statement of work without prior documented approval will be grounds for rejection of any material, equipment, and/or services when delivered and/or performed.
- 30.5 The Awarded Bidder shall and will, in good 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.
- 30.6 Awarded Bidder may be required pursuant to the Business Regulation Article of the Maryland Code, to provide proof of Certificate of Registry.
- 30.7 Awarded Bidder is responsible to protect all existing and newly installed supplies and/or equipment. Any HCPS property damaged shall be replaced or repaired to the satisfaction of HCPS.
- 30.8 Contractors and any of its subcontractors shall advise HCPS of its intention to use any employees, which 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 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.

31.0 PERMITS & LICENSE

The Contractor awarded this contract must, at its expense, obtain any and all permits required by Local, State and Federal authorities. The Contractor at the time of bid opening must be fully licensed in all trades or special areas that require a license by Local, State, Federal authorities. It is the contractor's responsibility to notify HCPS of lapses in, suspension of or termination of special permits and licenses required under the Contract.

32.0 SUBSTITUTIONS AND "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 by HCPS. Any alternates or the submission of "or equal" items are subject to approval from HCPS.

33.0 GUARANTEE AND WARRANTY

- 33.1 The Awarded Bidder shall unconditionally guarantee the supplies and equipment furnished by the Awarded Bidder for a period of at least one (1) year from the date of acceptance of the installation by HCPS or as specified in the bid document. If the manufacturer warrants equipment for a period longer than one (1) year, the Awarded Bidder shall pass through this extended warranty to HCPS.
- 33.2 In the event the Awarded Bidder fails to repair, replace, adjust, rectify, remedy, correct or complete the items, defects, deterioration, and/or installation, then HCPS may have the right to secure the services of another vendor to correct the work or complete the performance required by the award of this bid. The Awarded Bidder shall be solely responsible for any and all cost, expenses and monies due to the new vendor.
- 33.3 The Awarded Bidder must act as the manufacturer's agent for all warranty claims.

34.0 INDEMNIFICATION

- 34.1 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,

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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.

- 34.2 In claims against any person or entity indemnified within this indemnification by an employee of the Awarded Bidder, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Awarded Bidder or a subcontractor under Workers' Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

35.0 LEGISLATED BID REQUIREMENTS

Award of contracts over \$25,000 shall be awarded to the lowest responsive and responsible bidder who conforms to the Specifications with consideration given to: (1) the quantities involved, (2) the time required for delivery, (3) the purpose for which it is required, (4) the competency and responsibility of the Bidder, (5) the ability of the Bidder to perform satisfactory service, and (6) the plan for utilization of minority contractors (certified by M-DOT). [REF: State of Maryland Senate Bill 202, Section 5-112-Education Article, Sub. C effective 7-1-00]

36.0 ILLEGAL IMMIGRANT LABOR

The use of illegal immigrant labor to fulfill contracts solicited by HCPS 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.

37.0 EMPLOYMENT OF CHILD SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS

- 37.1 **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 Awarded Bidder, the Awarded Bidder is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any HCPS property, including the project property. Violation of this provision may result in Termination for Cause.**
- 37.2 Contractor acknowledges and agrees that, pursuant to Section §6-113 of the Education Article of Maryland Code, Contractor is prohibited from knowingly assigning or permitting its Subcontractors from knowingly assigning any of the Contractor's or Subcontractor's employees to work in, on or about school premises if such employee may or would have direct, unsupervised and uncontrolled access to children if the employee has been convicted of, pled guilty or *nolo contendere*, to any of the following crimes.
- 37.2.1 A sexual offense in the third or fourth degree under §3-307 or §3-308 of the Criminal Law Article of the Maryland Code or an offense under the laws of another state that would constitute an offense under §3-307 or §3-308 of the Criminal Law Article if committed in Maryland;
- 37.2.2 Child sexual abuse under §3-602 of the Criminal Law Article, or an offense under the laws of another state that would constitute child sexual abuse under §3-602 of the Criminal Law Article if committed in Maryland; or
- 37.2.3 A crime of violence as defined in §14-101 of the Criminal Law Article, or an offense under the laws of another state that would be violation of §14-101 of the Criminal Law Article if committed in Maryland, including: (1) abduction; (2) arson in the first degree; (3) kidnapping; (4) manslaughter, except involuntary manslaughter; (5) mayhem; (6) maiming; (7) murder; (8) rape; (9) robbery; (10) carjacking; (11) armed carjacking; (12) sexual offense in the first degree; (13) sexual offense in the second degree; (14) use of a handgun in the commission of a felony or other crime of violence; (15) child abuse in the first degree; (16) sexual abuse of a minor; (17) an attempt to commit any of the crimes described in items (1) through (16) of this list; (18) continuing course of conduct with a child under §3-315 of the Criminal Law Article; (19) assault in the first degree; (20) assault with intent to murder; (21) assault with intent to rape; (22)

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assault with intent to rob; (23) assault with intent to commit a sexual offense in the first degree; and (24) assault with intent to commit a sexual offense in the second degree.

37.3 Direct unsupervised and uncontrolled access with students is prohibited. If you, as the Contractor/Site Supervisor, witness or suspect your employee(s) entering into a student area, action must be taken immediately to rectify the situation.

37.4 The apparent low bidder shall complete and submit the Employment of Sex Offenders and Other Criminal Offenders Affidavit, which is specified in the bid documents within ten (10) working days of receiving notification of potential award.

38.0 CRIMINAL BACKGROUND CHECKS FOR CONTRACTORS

Amendments to Section §5-561 of the Family Law Article of the Maryland Code effective July 1, 2015, require each Contractor and Sub-Contractor with a local school system to ensure that any individuals in their work force undergo a criminal background check and fingerprinting if such individual will work in, on or about school premises and the individual will have direct, unsupervised and uncontrolled access to children.

The term “**work force**” means any of the Contractor’s employees or the Contractor’s Sub-Contractors and their employees.

Contractor shall cause any member of Contractor’s work force to undergo a criminal history background check, including fingerprinting, if such work force member may or will work in, on or about school premises and may, or will have direct, unsupervised and uncontrolled access to children. Such background check and fingerprinting shall meet the requirements of Section §5-560 to §5-569 of the Family Law Article of the Maryland Code.

The cost of such criminal background check and fingerprinting shall be paid by Contractor.

HCPS shall have the right, in its sole discretion, to prohibit any individual from performing any work at, or in or about school premises based on such individual’s criminal background check.

39.0 SEX OFFENDER REGISTRATION

Section §11-722 of the Criminal Procedure Article of the Maryland Code prohibits any person with a contract with a local Maryland school system from knowingly employing an individual to work at the school if the individual is registered as a sex offender pursuant to Section §11-704 of the Criminal Procedure Article.

40.0 MINORITY BUSINESS ENTERPRISE PARTICIPATION

Minority participation is encouraged on all contracts and non-minority prime contractors are encouraged to use minority subcontractors. 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”. When this requirement is included in the bid documents the required certificate, waiver forms, schedule for participation forms must be submitted. Failure to submit said documents may result in a determination that the 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 ten (10) working days of receiving notification of potential award.

41.0 LABOR AND RATES OF PAY

41.1 The Awarded Bidder 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.

41.2 The Awarded Bidder agrees to comply with all applicable Federal and State law and regulation relating to payment of wages.

42.0 PROCUREMENT-INVESTMENT ACTIVITIES IN IRAN

The Awarded Bidder agrees that it shall abide by and comply with Section 17-701 et seq. of the State Finance and Procurement Article of the Maryland Code, regarding business in Iran.

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

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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

- 2.1.1 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:
- 2.1.2 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;
\$1,000,000	General Aggregate; and
\$1,000,000	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.
- 2.1.3 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.
 - 2.1.4 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.

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

\$1,000,000	Per occurrence;
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\$1,000,000	Aggregate for other than products/completed operations and auto liability; and
\$1,000,000	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

2.1.6 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.

2.1.7 Insurance or self-insurance provided to the Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers 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.)

2.1.8 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**

Manufacturer Direct Cereal Products

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

Sean W. Bulson, Ed.D., Superintendent

102 S. Hickory Ave, Bel Air, Maryland 21014

STATE OF MARYLAND 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, which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Section 9-201 in the Criminal Law Article 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, 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, Harford County Public Schools 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.

Signature

Witness

Date

HARFORD COUNTY PUBLIC SCHOOLS

EMPLOYMENT OF SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS AFFIDAVIT

I AFFIRM THAT:

I am aware of, and the business listed below will comply with, the following requirements of Section §11-722 of the Criminal Procedure Article, and Section §6-113 of the Education Article, Annotated Code of Maryland:

- A. Maryland Law requires sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work, or attend school. An HCPS contractor agrees and acknowledges that it/he/she is prohibited from knowingly employing an individual to work at a school if the individual is registered as a sex offender pursuant to Section §11-704 of the Criminal Procedures Article of Maryland Code.
- B. An HCPS contractor or subcontractor may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of:
 - 1) Section §3-307 of the Criminal Law Article, Maryland Annotated Code, *Sexual Offense in the Third Degree*;
 - 2) Section §3-308 of the Criminal Law Article, Maryland Annotated Code, *Sexual Offense in the Fourth Degree*;
 - 3) An offense under the laws of another state that would constitute a violation of Sections §3-307 or §3-308 of the Criminal Law Article if committed in Maryland;
 - 4) Child sexual abuse under Section §3-602 of the Criminal Law Article, Annotated Code of Maryland;
 - 5) An offense under the laws of another state that would constitute child sexual abuse under Section §3-602 of the Criminal Law Article if committed in Maryland;
 - 6) A crime of violence as defined in Section §14-101 of the Criminal Law Article, Annotated Code of Maryland; or
 - 7) An offense under the laws of another state that would constitute a crime of violence under Section §14-101 of the Criminal Law Article if committed in Maryland.

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

Violations of any of these provisions may result in Termination for Cause.

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

Date: _____

By: _____ (printed name of Authorized Representative and affiant)

_____ (signature of Authorized Representative and affiant)

_____ (Company Name)

HARFORD COUNTY PUBLIC SCHOOLS

Sean W. Bulson, Ed.D., Superintendent

102 S. Hickory Ave, Bel Air, Maryland 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.

Bid # 19-BWR-028
Manufacturer Direct Cereal Products

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

BID FORM SIGNATURE PAGE

MANUFACTURER DIRECT CEREAL PRODUCTS

BID # 19-BWR-028

All bids must be submitted properly executed, securely sealed, and prominently marked. All bids must be received at the Purchasing Office of Harford County Public Schools by **2:30 pm local time, June 06, 2019**, at which time they will be publicly opened. Bids shall be submitted in a sealed envelope bearing on the outside the **name and address of the bidder**, the **title and number of the bid**, and the **bid opening date**. Bids submitted shall be addressed to the Purchasing Office, 3rd Floor, Harford County Public Schools, 102 South Hickory Avenue, Bel Air, MD 21014, Attn: Bobbie Wilkerson, CPPO, CPPB, Supervisor of Purchasing.

I/We agree to furnish and deliver in accordance with the accompanying specifications, for the prices listed on the Bid Form.

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

I/WE 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 ON THE BID FORM MUST BE INITIALED IN SCRIPT, IN INK, BY THE PERSON SIGNING THE BID.

COMPANY

NAME (print or type)

ADDRESS

TITLE

SIGNATURE

DATE

TELEPHONE

EMAIL

Name of person to contact for questions concerning this bid:

NAME

TELEPHONE

EMAIL

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

BID FORM
MANUFACTURER DIRECT CEREAL PRODUCTS
BID # 19-BWR-028

Line #	Description	Pre-Approved Brand or HCPS Approved Equal	Estimated Annual Quantity	Unit	Brand Offered	Item #	Case Packaging		Bid Price Per Unit	Total Cost (estimated annual quantity x bid price per unit)
							Total Each's Per Case	Weight Each		
1	Cereal Bowl Pack, Variety, 1 oz. Grain Equivalent _____ _____ _____ _____	General Mills Kellogg's Malt-O-Meal	2,500	Case					\$	\$
									TOTAL BID	\$

Company Name: _____

Name of Authorized Representative:

Title of Representative:

Date: