

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

**RFP Announcement**

RFP TITLE: **Commodity Food Processors**

RFP NUMBER: **26-SRS-008**

RFP DUE DATE AND TIME: **January 28, 2026, 12:00 pm local time**

RFP EMAIL SUBMITTAL ADDRESS: Submit your Proposal electronically to:  
[bids@hcps.org](mailto:bids@hcps.org)

PURCHASING AGENT: Sara Rowe, NIGP-CPP  
[Sara.Rowe@hcps.org](mailto:Sara.Rowe@hcps.org)  
410-638-4082

QUESTIONS DUE DATE AND TIME: Questions must be e-mailed to [Sara.Rowe@hcps.org](mailto:Sara.Rowe@hcps.org) no later than 2:30 pm local time on **January 13, 2026**.

ADDENDUM ISSUED: No later than **January 20, 2028**.

PRE-PROPOSAL CONFERENCE: **January 8, 2026 at 10:00 am** and online via Teams at the following link:  
  
[Join the meeting now](#)  
Meeting ID: 262 687 745 981 62  
Passcode: tH9bW6gB

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**Dial in by phone**  
[+1 240-600-1475,,9010496#](tel:+124060014759010496) United States, Bethesda  
[Find a local number](#)  
Phone conference ID: 901 049 6#  
For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

TIMELY DELIVERY OF RFP DOCUMENTS: Proposals must be received in the Purchasing e-mail box, [bids@hcps.org](mailto:bids@hcps.org), on or before the RFP due date and time.

Proposals submitted via e-mail shall include the name and address of the Offeror, the title and number of the RFP, and the RFP opening date. Technical Proposals **must** be submitted separately from the Cost Proposals in 2 separate files or e-mails. It is the Offeror(s) responsibility to verify that the Proposal has been received at [bids@hcps.org](mailto:bids@hcps.org), prior to the due date. 'Read Receipts' are not sufficient. Offeror(s) may contact the Buyer listed within the solicitation, by email or phone, to confirm receipt of bids. PDF format only.

INCLEMENT WEATHER: If Harford County Public Schools Administrative Offices are closed on the day a proposal is DUE, that proposal 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](https://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.

The Contract Award Report, will be posted on the HCPS webpage at <https://www.hcps.org/departments/BusinessServices/procurement.aspx> (Solicitation Results) after evaluation and approval by the Board of Education of Harford County, if required.

**LATE PROPOSALS WILL BE REJECTED AND RETURNED UNOPENED**

**Anti-Discrimination Statement**

The Board of Education of Harford County Public does not discriminate on the basis of age, ancestry/national origin, color, disability, pregnancy, gender identity/expression, marital status, race, religion, sex or sexual orientation in matters affecting employment or in providing access to programs and activities and provides equal access to the Boy Scouts and other designated youth groups.

In accordance with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. §1681, *et seq.*), Harford County Public Schools does not discriminate on the basis of sex in any of its programs or activities or with regard to employment. Inquiries about the application of Title IX, and its implementing regulations to Harford County Public Schools may be referred to Renee McGlothlin, Harford County Public Schools Title IX Coordinator, by mail to 102 S. Hickory Avenue, Bel Air, Maryland 21014, or by telephone to 410-809-6087 or by email to Renee.McGlothlin@hcps.org or the Assistant Secretary for the Office of Civil Rights in the United States Department of Education by mail to 400 Maryland Avenue, SW, Washington, DC 20202 or by telephone 1-800-421-3481, or both.

## TABLE OF CONTENTS

Instruction to Offerors .....	5
General Terms and Conditions .....	9
Request for Proposal .....	19
Purpose.....	19
Scope of Services .....	19
Projected Quantities.....	22
Method of Ordering .....	22
Delivery .....	23
Packaging .....	23
Damages.....	24
Product Recalls .....	24
Product Discontinuation/Substitution .....	24
New Products.....	25
Schedule of Activities .....	25
Respondent Requirements .....	25
Special Conditions .....	26
Award .....	26
Contract Term .....	27
Pricing and Rate Adjustments .....	27
Addition or Deletion of Products .....	28
Provider's Responsibility.....	29
RFP Closing Date .....	29
Delivery of Proposals .....	29
Respondents Responsibilities.....	29
Pre-proposal Conference.....	30
Proposal Format: Two-Part Submission .....	30
Questions .....	30
Insurance Requirements.....	30
Samples .....	31
Presentations by Respondents .....	31
Proposal Evaluation Process.....	31
Scoring .....	32
Submittal Requirements.....	32

Attachment A – Insurance Requirements .....	36
Attachment B – Debarment Certification .....	41
Attachment C – Conflict of Interest Form.....	42
Attachment D – Employment of Sec Offender and Other Criminal Offenders Affidavit .....	43
Attachment E – Anti-Bribery Affidavit .....	44
Attachment F – Reference Sheet .....	45
Attachment G – Signature Sheet .....	46
Attachment H – Professional Services Agreement Sample .....	47
Attachment I – Hold/Recall Contact Form .....	55
Attachment J – Cost Proposal Form .....	56
Attachment K– Additional Item Availability Proposal Form.....	60
Attachment L – Lobbying Activities Form (Form SF-LLL).....	62

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

**Instruction to Offerors**

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

**1.0 A REQUEST FOR 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 Offerors to submit a proposal. These specifications and requirements identified in the attached statement of work and detailed specification are intended to cover the service(s) 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 proposal having a potential award value of \$50,000 or more.
- 1.3 Unless otherwise indicated, HCPS shall receive proposals until the date and time indicated on proposal or as modified by addenda. Proposals must be submitted via email to [bids@hcps.org](mailto:bids@hcps.org) and clearly marked on the subject line: Solicitation/Proposal Number and Solicitation Title. **Late proposals will be rejected and returned unopened.**
- 1.4 The Offeror or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, circumstances, prerequisites, qualifications and/or specifications before submitting their proposal. An Offeror's failure to become fully informed is at the Offeror's sole and complete risk of loss. The Offeror 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 Offeror to obtain an award of proposal, award of contract and/or profits, fees or money from HCPS when the Offeror failed to fully inform themselves. In the case of error in extension of prices in the Proposal, the unit price shall govern or the entire proposal may be declared non-responsive.

**2.0 PROPOSAL PREPARATION, PROPOSAL SHEET, AND PROPOSAL OPENING**

- 2.1 Offeror must electronically submit one (1) original with original signatures of the RFP using HCPS proposal forms. The Offeror should make and retain one original (1) copy of the Proposal for their files. Proposals must be signed and submitted by an authorized representative of the Offeror.
- 2.2 Signed proposals **must** be returned electronically via e-mail to [bids@hcps.org](mailto:bids@hcps.org), ONLY. HCPS will not accept any facsimile transmission or electronic submission to HCPS Purchasing Agents, representatives, or employees. It is the Offeror(s) responsibility to verify that the Bid has been received at [bids@hcps.org](mailto:bids@hcps.org), prior to the Bid Opening. 'Read Receipts' are not sufficient. Offerors may contact the Agent listed within the solicitation, by email or phone, to confirm receipt of bids.
- 2.3 Each proposal should show the full business address, telephone number, fax number, email address, and federal tax identification number of the Offeror and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the Proposal and Contract, including Letter of Intent, copy of Contract, and Purchase Order, will be mailed or delivered to the address shown on the Proposal in the absence of written instructions from the Offeror to the contrary.
- 2.4 All offerors 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 solicitation process. The documents may include but are not limited to: Anti-Bribery Affidavit, Debarment Certificate, Employment of Sex Offenders and Other Criminal Offenders Affidavit, Sales Tax Certification, Minority Bidder Status, and any others that may be required.
- 2.5 Proposal Due Date

- 2.5.1 Sealed proposals for the requirements identified in the attached statement of work and detailed specifications, as required by the Board of Education of Harford County, are due at the time and date so specified. Unless otherwise indicated, proposals are due to the Purchasing Department, electronically via email to [bids@hcps.org](mailto:bids@hcps.org).
  - 2.5.2 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.
  - 2.5.3 Offerors 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 the proposal, the correction or waiver of which would not be prejudicial to other offerors. When so noted, minor irregularities may be corrected within forty-eight (48) hours following notification.
  - 2.5.4 HCPS also reserves the right to reject any or all proposals 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. Proposals may be withdrawn before the scheduled time due. Withdrawal is not permitted after the scheduled time due.
  - 2.5.5 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 proposal due date.
  - 2.5.6 Omission of any specification or details of any specification which would normally apply to the service(s) described herein shall not relieve the Offeror from fulfilling those required specifications needed to provide service best suited to the intended purpose of this contract as determined by the Supervisor of Purchasing.
- 2.6 At the time of the solicitation opening each Offeror 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 Offeror to receive or examine any form, instrument, or document, shall in no way relieve them from any obligation in respect of its proposal.

### **3.0 AWARD OR REJECTION OF PROPOSALS**

- 3.1 This document is a Request for Proposal (RFP) which differs from an Invitation for Bid in that HCPS is seeking a proven solution for the requirements described in the RFP document. As such, price is not the determining factor regarding the contract award.
- 3.2 As defined by the American Bar Association Model Procurement Code, Competitive Sealed Proposals (RFP) will be evaluated based upon criteria formulated around the most important features of a service, of which quality, testing, reference, and technical expertise and capability may be overriding factors, and price may not be determinative in the issuance of a contract or award.
- 3.3 The Proposal evaluation criteria should be viewed as standards that measure how well a proposal meets the intended outcomes described in the performance work statement. Those criteria that will be used and considered in evaluation for award are set forth in this document.
- 3.4 All proposal documents will become the property of HCPS. Proposals must be submitted in accordance with the requirements set forth in this RFP.
- 3.5 The Board of Education reserves the right to reject any or all proposals, and/or waive technical defects if, in its judgment the interests of the Board shall so require. Minor differences in the specifications or other minor technicalities may be waived at the discretion of Supervisor of Purchasing or upon recommendation to the Board of Education.
- 3.6 The Board of Education reserves the right to reject the Proposal of firms who have demonstrated performance deficiencies or who have previously failed to perform properly or complete other Board contracts on time.
- 3.7 The Board reserves the right to award to contract within ninety (90) days from the due date and all pricing must remain firm during that period and until the time of award.

- 3.8 For Information Technology (IT), Operational Technology (OT), and Software solicitations **ONLY**. Should HCPS receive responses that offer products of similar cost and functionality, HCPS reserves the right to award a contract to the more secure offering and/or supplier to meet cybersecurity requirements as outlined by the National Institute of Standards and Technology.

#### **4.0 MULTI-AGENCY PROCUREMENT**

HCPS reserves the right to extend the terms and conditions of this contract to any and all other government agencies within the State of Maryland, as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. 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.

#### **5.0 WAIVER OF TECHNICALITIES**

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

#### **6.0 ADDENDA**

- 6.1 All changes to the Proposal Specifications will be made through appropriate Addenda issued from the Purchasing Department.
- 6.2 Addenda notices will be posted on the Purchasing Department web site at [www.hcps.org](http://www.hcps.org), as well as eMaryland Marketplace.
- 6.3 No Addenda will be issued later than five (5) days prior to the date for receipt of proposals except an Addendum withdrawing the request for proposals or one which postpones the date for receipt of proposals.
- 6.4 Each Offeror shall ascertain prior to submitting a Proposal that they have received all Addenda issued and the Offeror shall acknowledge their receipt on the Addenda Form. The Addenda Form shall be completed and returned with the Proposal response. Failure to return the Addenda Form may be reason for rejection of the Proposal.

#### **7.0 DEBRIEFING**

Unsuccessful Offerors may be debriefed upon written request received within thirty (30) days following contract award by a procurement officer familiar with the rationale for the selection decision.

#### **8.0 DISSEMINATION OF INFORMATION**

During the term of this agreement, the Awarded Offeror shall not release any information related to the services or performance of the services under this agreement nor publish any final reports or documents without prior written approval of HCPS.

#### **9.0 INSURANCE**

- 9.1 Review in detail the insurance requirements contained in the attached document. These requirements have been established by the Maryland Association of Boards of Education Group Insurance Pool. Failure to comply with these insurance requirements may render the proposal as non-responsive.
- 9.2 The Awarded Offeror shall take proper safety and health precautions and to protect their work, their employees, the public and the property of others from any damage or injury resulting solely from the performance of the work described herein.
- 9.3 HCPS shall not be liable for any injuries to the employees, agents, or assignees of the Awarded Offeror arising out of, or during the course of the contracted work relating to this agreement.

- 9.4 The Awarded Offeror has in force, or shall obtain, and will maintain insurance in not less than the amounts specified and accordance with the requirements contained in the attached insurance requirements.



**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  
Request for Proposal**

**1.0 REMEDIES AND TERMINATION**

- 1.1 **Correction of Errors, Defects, and Omissions** – The Awarded Offeror agrees to perform work as may be necessary to correct errors, defects, and omissions in the services required under this agreement without undue delays and without cost to HCPS. The acceptance of the work set forth herein by HCPS shall not relieve the Awarded Offeror of the responsibility.
- 1.2 **Set-Off** – HCPS may deduct from and set-off against any amounts due and payable to the Awarded Offeror any back-charges or damages sustained by HCPS by virtue of any breach of this agreement by the Awarded Offeror to perform the services or any part of the services in a satisfactory manner. Nothing herein shall limit the liability of the Awarded Offeror for damages and HCPS may affirmatively collect damages from the Awarded Offeror.
- 1.3 **Termination for Default**
  - 1.3.1 If the Awarded Offeror fails to fulfill its obligations under this contract properly and on time, otherwise violates any provision of the Contract, HCPS may terminate the Contract by written notice to the Awarded Offeror. The notice shall specify the acts of omissions relied on as cause for termination.
  - 1.3.2 All finished or unfinished supplies and services provided by the Consultant, shall at HCPS' option, become HCPS property. HCPS shall pay the Awarded Offeror fair and equitable compensation for satisfactory performance prior to receipt of Notice of Termination, less the amount of damages caused by Awarded Offeror's breach.
  - 1.3.3 If the damages are more than the compensation payable to the Awarded Offeror, the Awarded Offeror will remain liable after termination and HCPS can affirmatively collect damages.
- 1.4 **Termination for Convenience** – HCPS may terminate all or part of the work required under this contract for the convenience of HCPS with a thirty (30) day notification. In the event of such termination, the Contract Administrator shall determine the costs the Awarded Offeror has incurred to the date of termination and such reasonable costs associated with the termination. HCPS shall pay such costs as determined by the Contract Administrator to the Awarded Offeror together with reasonable profit reasonably earned by the Consultant to the time of termination but not to include any profit not earned as of the date of termination.
  - 1.4.1 **Termination for Non-Appropriation.** HCPS reserves the right to terminate this contract, in whole or part, due to non-appropriation of funds or funds that are otherwise made unavailable to support continuation in any fiscal year succeeding the first fiscal year. Notification of contract termination will be given to the Awarded Offeror thirty (30) days in advance and will be in effect at the beginning of the fiscal year for which funds are not available. The Awarded Offeror may not recover anticipatory profits or costs incurred after termination.
- 1.5 **Obligations of Consultant upon Termination** – Upon Notice of Termination as provided in Sections 1.3 and 1.4, the Awarded Offeror shall:
  - 1.5.1 Take immediate action to orderly discontinue its work and demobilize its work force to minimize the occurrence of costs.
  - 1.5.2 Take such action as may be necessary to protect the property of HCPS, place no further orders or subcontract, assign to HCPS in the manner and to the extent directed by HCPS all of the right, title and if ordered by HCPS possession and interest of Awarded Offeror under the orders or subcontracts terminated.

- 1.5.3 Deliver to HCPS all materials, equipment, data, drawings, specifications, reports, estimates, and such other information accumulated by the Awarded Offeror which has been or will be reimbursed under this agreement after taking into account any damages that may be payable to HCPS. Title to such items shall be transferred to HCPS.

- 1.6 **Remedies Not Exclusive** – The rights and remedies contained in this general condition are in addition to any other right or remedy provided by law, and the exercise of any of them is not a waiver of any other right or remedy provided by law.

## **2.0 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.

## **3.0 PROTEST AND APPEAL PROCESS**

Any bidder objecting to the recommendation for award or the award of a contract may appeal the action to the Supervisor of Procurement by formal notification in writing within seven (7) calendar days of award notification. A protest must include: the name, address, and contact information of the protestor; signature of the protestor or an authorized representative of the protestor; identification of the solicitation or proposal number; detailed statement of reasons for the protest; supporting documentation to substantiate the claim; and the remedy sought. A formal written response to the appeal shall be issued 1 calendar days following receipt of the formal protest. The decision of the Supervisor of Procurement may be appealed to the Superintendent of Schools within five (5) business days following receipt of decision from the Supervisor of Procurement. The decision of the Superintendent is final and conclusive.

## **4.0 NON-DISCRIMINATION**

- 4.1 The Contractor shall comply with all Federal and State anti-discrimination laws in the performance of this contract.
- 4.2 The Board of Education of Harford County Public does not discriminate on the basis of age, ancestry/national origin, color, disability, pregnancy, gender identity/expression, marital status, race, religion, sex or sexual orientation in matters affecting employment or in providing access to programs and activities and provides equal access to the Boy Scouts and other designated youth groups.
- 4.3 In accordance with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. §1681, *et seq.*), Harford County Public Schools does not discriminate on the basis of sex in any of its programs or activities or with regard to employment. Inquiries about the application of Title IX, and its implementing regulations to Harford County Public Schools may be referred to Renee McGlothlin, Harford County Public Schools Title IX Coordinator, by mail to 102 S. Hickory Avenue, Bel Air, Maryland 21014, or by telephone to [410-809-6087](tel:410-809-6087) or by email to [Renee.McGlothlin@hcps.org](mailto:Renee.McGlothlin@hcps.org) or the Assistant Secretary for the Office of Civil Rights in the United States Department of Education by mail to 400 Maryland Avenue, SW, Washington, DC 20202 or by telephone [1-800-421-3481](tel:1-800-421-3481), or both.
- 4.4 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.
- 4.5 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.

## **5.0 NON-HIRING OF EMPLOYEES BY AWARDED OFFEROR OR HCPS**

- 5.1 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.
- 5.2 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 employed, become or be an employee of the party or parties hereby contracting with the Awarded Bidder or any unit thereof.

## **6.0 FINANCIAL DISCLOSURE**

The Awarded Bidder shall comply with the provisions of Section 14-103.1 of the Election Law 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 \$200,000 or more, shall within fifteen (15) business days after the award of any contract, lease, or other agreement that causes the cumulative value to reach \$200,000 or more, file with the State Board of Elections certain specified information to include disclosure of beneficial ownership of the business.

## **7.0 POLITICAL CONTRIBUTION DISCLOSURE**

Awarded Bidder shall comply with the provisions of Section 14-101 et seq. of the Election Law Article, Annotated Code of Maryland, 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 \$200,000 or more, shall file with the State Board of Elections certain specified information to include disclosure of political contributions of \$500 or more to a candidate for elective office in any primary or general election.

## **8.0 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.

## **9.0 LANGUAGE/GENDER**

- 9.1 Bidder, proposer, offeror, vendor, and contractor all have the same meaning and may be used interchangeably.
- 9.2 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.
- 9.3 Bid, proposal and offer all have the same meaning and can be used interchangeably.

## **10.0 COMPLIANCE WITH LAW**

The Proposer hereby represents and warrants:

- 10.1 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.
- 10.2 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.
- 10.3 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.

## **11.0 CONSULTANT'S OBLIGATION**

- 11.1 The Awarded Offeror 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 proposal as non-responsive.
- 11.2 The Awarded Offeror shall perform the services with that standard of care, skill, and diligence normally provided by a consultant in the performance of services similar to the services hereunder.
- 11.3 Notwithstanding any review, approval, acceptance, or payment for the services by HCPS, the Awarded Offeror shall be responsible for professional and technical accuracy of its work furnished by the Awarded Offeror under this agreement.
- 11.4 HCPS review, approval, or acceptance of, nor payment for, any of the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Awarded Offeror shall be and remain liable to HCPS in accordance with applicable law for all damages to HCPS caused by the Consultant's negligent performance of any or the services furnished under this contract.
- 11.5 The rights and remedies of HCPS provided for under this contract are in addition to any rights and remedies provided by law.
- 11.6 In case of any apparent conflict between the specifications and such laws, ordinances, etc., the Awarded Offeror shall call the attention of the applicable HCPS designee(s) to such conflict for a decision before proceeding with any work.
- 11.7 Any deviations to the specifications or statement of work must be clearly noted in detail by the Offeror, in writing, at the time of submittal of the formal proposal.
- 11.8 The Awarded Offeror shall and will, in good professional manner, do and perform all services, 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 specifications covered by this contract and any and all supplemental specifications, and in accordance with the directions of the Board of Education as given from time to time during the progress of the work. The Awarded Offeror 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.
- 11.9 Awarded Offeror may be required pursuant to the Business Regulation Article of the Maryland Code, to provide proof of Certificate of Registry.

## **12.0 INDEMNIFICATION**

- 12.1 To the fullest extent permitted by law, the Awarded Offeror (Indemnitor) shall indemnify, defend and hold HCPS (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.
- 12.2 In claims against any person or entity indemnified within this indemnification by an employee of the Awarded Offeror, 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 Offeror or a subcontractor under Workers' Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

## **13.0 INTELLECTUAL PROPERTY**

The Contractor represents and warrants that all goods and services that it will furnish under this Contract do not and will not infringe on any valid copyright, patent, service mark or trademark. The Contractor shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods or systems selected by the Contractor or used by the Contractor in the performance of its services. The Contractor shall defend, hold harmless and indemnify HCPS from all suits or claims for infringement of any patent rights or copyrights arising out of such selection.

**14.0 WAIVER OF RIGHT**

The Consultant agrees that it and its parent, its affiliates and subsidiaries, if any; waive the right to offer on any procurement contract, of any tier, resulting from the services to be provided under this agreement.

**15.0 INITIATION OF WORK**

The Offeror shall not commence performance of the services until it receives a formal written notice from HCPS in the form of a Contract, Purchase Order, or Notice to Proceed from the Supervisor of Purchasing or designated Purchasing Agent.

**16.0 DELAYS AND EXTENSIONS**

The Awarded Offeror shall pursue the work continuously and diligently and no charges or claims for damages shall be made by the Awarded Offeror for any delays, acceleration or hindrance, from any cause whatsoever, during the progress of any portion of the services specified in this agreement. Such delays, acceleration or hindrances, if any, may be compensated for by an extension of time for such reasonable period as HCPS may decide. Time extensions will be granted only for excusable delays such as delays beyond the control of and without the fault or negligence of the Awarded Offeror.

**17.0 FREEDOM OF INFORMATION ACT**

- 17.1 Offerors should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification of why such materials, upon request, should not be disclosed by HCPS. Blanket requests for the entire proposal to be held confidential will not be considered.
- 17.2 HCPS shall determine, in its sole discretion, which (if any) portions of the Offeror's proposals shall be confidential. It is the responsibility of the Proposer to clearly mark such information (pages) as "Confidential".

**18.0 STAFF**

The Awarded Offeror shall utilize the personnel named and/or otherwise identified in its proposal to perform services required. In the event that any of the personnel named are unable to perform because of death, illness, resignation from the Awarded Offeror's employ, or similar reasons, the Awarded Offeror shall promptly submit to the Contract Administrator, in writing, the name and qualifications of the proposed replacement. No substitutions shall be made without the proper written approval of the Contract Administrator and the Supervisor of Purchasing.

**19.0 CHANGES, ALTERATIONS, OR MODIFICATIONS**

- 19.1 HCPS shall have the right, at its discretion, to change, alter, or modify the services provided for in this agreement and such changes, alterations, or modifications may be made even though it will result in an increase or decrease in the services of the Awarded Offeror or in the Contract cost thereof.
- 19.2 If such changes cause an increase or decrease in the Awarded Offeror's cost of, or time required for, performance of any service under this contract, whether or not changed by an order, an equitable adjustment shall be made and the Contract shall be modified in writing accordingly. Any claim of the Awarded Offeror for adjustment under this clause must be asserted in writing with thirty (30) days from the date of receipt by the Awarded Offeror of the notification of change unless the Project Manager or his duly authorized representative grants a further period of time before the date of final payment under the Contract.

- 19.3 No services for which an additional cost or fee will be charged by the Awarded Offeror without prior written authorization of HCPS.

## **20.0 SUBCONTRACTING OR ASSIGNMENT**

The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and their respective successors and assigns, provided any such General Provisions for Professional Services successor to the Awarded Offeror, whether such successor or assign be an individual, a partnership, or a corporation, is acceptable to HCPS, and neither this agreement or the services to be performed thereunder shall be subcontracted, or assigned, or otherwise disposed of, either in whole or in part, except with the prior written consent of HCPS.

## **21.0 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.

## **22.0 EMPLOYMENT OF CHILD SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS**

- 22.1 **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.**
- 22.2 Contractor acknowledges and agrees that, pursuant to Section §6-113 of the Education Article of the 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.
- 22.2.1 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;
- 22.2.2 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
- 22.2.3 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) home invasion; (18) a felony offense under Title 3, Subtitle 11 of this article; (19) an attempt to commit any of the crimes described in items (1) through (18) of this list; (20) continuing course of conduct with a child under §3-315 of the Criminal Law Article; (21) assault in the first degree; (22) assault with intent to murder; (23) assault with intent to rape; (24) assault with intent to rob; (25) assault with intent to commit a sexual offense in the first degree; and (26) assault with intent to commit a sexual offense in the second degree.
- 22.3 Direct, unsupervised, and uncontrolled access to students is prohibited for any person convicted of any crime identified under Section 22.2. If you, as the Contractor/Site Supervisor, witness or suspect any such employee(s) entering into a student area, action must be taken immediately to rectify the situation.

- 22.4 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. Violation of this paragraph may result in termination of the agreement at HCPS's discretion.

### **23.0 CRIMINAL BACKGROUND CHECKS FOR CONTRACTORS**

Pursuant to Section §5-551 of the Family Law Article of the Maryland Annotated Code, each employee with a local school system shall undergo a criminal history records check and fingerprinting if such individual will work in, on, or about school premises and if the individual will care for or supervise children in the facility or have access to children who are cared for or supervised in the facility.

Contractor shall cause any employee, if such employee may or will work in, on or about school premises and may, or will have direct, unsupervised and uncontrolled access to children, to undergo a criminal history records check, including fingerprinting. Such criminal history records check and fingerprinting shall meet the requirements of Sections §5-550 to §5-559 of the Family Law Article of the Maryland Annotated Code.

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

HCPS shall have the right, in its sole discretion, to prohibit any individual, including any employee of Contractor or the Contractor's Sub-Contractors and their employees, from performing any work at, or in or about school premises based on such individual's criminal history records check.

### **24.0 LABOR AND RATES OF PAY**

- 24.1 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.
- 24.2 The Awarded Bidder agrees to comply with all applicable Federal and State law and regulation relating to payment of wages.

### **25.0 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.

### **26.0 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.

### **27.0 COMPLIANCE WITH SPECIFICATIONS**

- 27.1 The Awarded Offeror 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 drawings and specifications as described.
- 27.2 The Awarded Offeror, 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 Offeror's compliance with the specifications.
- 27.3 Where the requirements of the specifications call for higher grade and are not in conflict with the laws, ordinances, etc., the specifications shall govern.
- 27.4 Where the requirements of the laws, ordinances, etc., are mandatory, they shall govern.
- 27.5 In case of any apparent conflict between the specifications and such laws, ordinances, etc., the Awarded Offeror shall call the attention of the applicable HCPS designee(s) to such conflict for a

decision before proceeding with any work.

- 27.6 Any deviations to the Specifications or Statement of Work must be clearly noted in detail by the Offeror, in writing, at the time of submittal of the formal proposal. Any deviations, alternations, or changes to the bid document or from the specifications as written may result in rejection of the Offeror's proposal or materials delivered.

## **28.0 BILLING AND PAYMENT**

- 28.1 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 email address at [APInvoice@hcps.org](mailto:APInvoice@hcps.org), unless otherwise specified.
- 28.2 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.
- 28.3 Standard HCPS payment terms are net thirty (30) days.
- 28.4 HCPS will not pay freight bills, unless stated otherwise. Delivery shall be F.O.B., to the destination(s) as noted on Purchase Order.

## **29.0 GOVERNING LAW AND DISPUTE RESOLUTION**

- 29.1 The Bid shall be construed in accordance with, and interpreted under, the laws of the State of Maryland. Any lawsuits arising out of such bid shall be filed in the appropriate State Court located in Harford County, Maryland.
- 29.2 Alternative Dispute Resolution (ADR) may be used at HCPS's sole discretion, but HCPS is not obligated to utilize ADR.

## **30.0 CONFLICTS OF INTEREST**

- 30.1 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.
- 30.2 Each proposer must disclose any existing or potential conflict of interest relative to the provision of services outlined herein. Examples of potential conflicts may include an existing business or personal relationship between the firm, its principal, or any affiliate or subcontractor, with HCPS or any other entity or person involved in any way in the contract. Similarly, any personal or business relationship between the firm, the principals, or any affiliate or subcontractor, with any employee of HCPS, members of the Board, investment managers/advisors, investment consultants, custodian, or plan recordkeepers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed on Attachment C.

## **31.0 ORDER OF PRECEDENCE**

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

- 31.1 Performance Work Statement
- 31.2 Specifications/Terms of the Request for Proposal
- 31.3 General Terms and Conditions for Request for Proposal

## **32.0 IT ACCESSIBILITY PROGRAM**



- 32.1 Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended, is a federal law that requires agencies to provide individuals with disabilities equal access to electronic information and data comparable to those who do not have disabilities, unless an undue burden would be imposed on the agency. The Section 508 standards, which are periodically updated, are the technical requirements and criteria that are used to measure conformance within this law. More information on Section 508 and the technical standards can be found at [www.section508.gov](http://www.section508.gov).
- 32.2 Section 508 requires agencies, during the procurement, development, maintenance, or use of Information and Communication Technology (ICT), to ensure that individuals with disabilities have access to and use of ICT information and data comparable to that afforded to individuals without disabilities (i.e., "ICT accessibility"), unless an undue burden would be imposed on the agency. The Section 508 technical standards incorporate the Web Content Accessibility Guidelines (WCAG) 2.0 Level A and AA as a baseline for web and digital accessibility. For Maryland public schools and agencies, state law additionally requires conformance with WCAG 2.1 AA for all new or updated digital content and software.

### **33.0 TECHNOLOGY-BASED INSTRUCTIONAL PRODUCTS**

- 33.1 HCPS is committed to ensuring that digital technology (hardware, instructional software, online resources, and computer-based equipment) is accessible to individuals with disabilities. The Vendor guarantees that all digital tools supplied under this contract meet the accessibility requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1 Level AA and conform to the most recent Section 508 standards for information technology accessibility under the federal Rehabilitation Act of 1973, unless undue burden is demonstrated and documented. "Digital tool" is defined pursuant to Md. Code Ann., Educ., § 7-910.
- 33.2 All online platforms must conform to the guidelines for accessibility as set forth in the WCAG version 2.1 (minimum Level AA conformance). HCPS will only consider vendors whose products conform to these standards. Conformance to the specified standards can be documented through the submission of an up-to-date, complete, and accurate Accessibility Conformance Report (ACR). The ACR must address the leading ICT accessibility standards: Section 508 (U.S.), EN 301 549 (EU), and W3C/WAI WCAG. The ACR must include the latest version of the [Voluntary Product Accessibility Template](https://www.itic.org/) (VPAT®), which can be obtained from the Information Technology Industry Council (ITI) website (<https://www.itic.org/>).
- 33.3 For digital tools, vendors are required to submit an accessibility conformance report at the time of proposal or bid that includes a Voluntary Product Accessibility Template for any invitation for bids, requests for proposals, procurement contracts, grants, or modifications to contracts or grants. The accessibility conformance report must explain how information and communication technology products, including software, electronic content, and support documentation, conform to the most recent ICT accessibility standards: Section 508 (U.S.), EN 301 549 (EU), and W3C/WAI WCAG. The instructions and the required forms can be found at the General Services Administration (GSA) Section 508 website at <https://www.section508.gov/sell/how-to-create-acr-with-vpat/>.
- 33.4 **Vendor Notice of Equivalent Access Standards**

In accordance with Md. Code Ann., Educ., § 7-910, "equivalent access" includes the ability to receive, use, and manipulate information and operate controls necessary to access and use information technology, including by nonvisual means, so that a student with disabilities can access the same services as a student without disabilities with substantially equivalent ease of use.

"Equivalent access" includes:

1. Keyboard controls used for input and synthesized speech;
2. Braille; and
3. Other audible or tactile means used for output.

“Nonvisual access” means the ability to receive, use, and manipulate information and operate controls necessary to access information and communications technology through keyboard controls, synthesized speech, braille, or other methods not requiring sight.

### **33.5 Accessibility Indemnification and Guarantees**

- 33.5.1 The Vendor agrees to indemnify and hold harmless HCPS from any costs, expenses, liabilities, or obligations arising from accessibility-related issues involving the digital tools provided under this contract. This indemnification includes the defense of any legal action or proceedings alleging non-compliance with federal or State of Maryland accessibility laws and regulations and payment of any resulting liabilities. This clause will survive the termination of the contract.
- 33.5.2 Vendors failing to meet the equivalent access standards established under Subsection (a)(2) of Section 508 of the federal Rehabilitation Act of 1973 or WCAG 2.1 Level AA may face civil penalties set forth in Md. Code Ann., Educ., § 7-910.
- 33.5.3 For all technology based instructional products, online platforms, and digital tools, Vendors must maintain and improve their digital accessibility in compliance with evolving standards and best practices. Vendors will provide a listing of timelines for expected improvements to the programs. Vendors will establish a mechanism for users to report accessibility issues and ensure prompt resolution of reported problems.

### **33.6 Third-Party Technology**

The Vendor acknowledges that supplying third-party technology does not exempt the Vendor from ensuring product compliance with this clause. The Vendor bears sole responsibility for determining the accessibility of such technology and must ensure that it can be edited or remediated as necessary to comply with accessibility standards.

## **34.0 FORCE MAJEURE**

- 34.1 A party shall not be liable for any failure of or delay in the performance of this agreement for the period that such failure or delay is beyond the reasonable control of a party, materially affects the performance of any of its obligations under this agreement, and could not reasonably have been foreseen or provided against, but will not be excused for failure or delay resulting from only general economic conditions or other general market effects.
- 34.2 The list of events to be included is a matter of negotiation between the parties. Such causes may include, but are not limited to, acts of God, nature or the public enemy, terrorism, invasion, insurrection, order of court, judge, or civil authority, strike, stoppage of labor, riot, and unusually severe weather, significant fires, floods, earthquakes, storms, epidemics, pandemics, quarantine restrictions, strikes, freight embargos, government regulation, or governmental authorities, and delays which are not caused by any act or omission.
- 34.3 If either party is delayed by force majeure, the time of contract completion may be extended by contract modification, for a period of time equal to that delay caused under this condition. HCPS may also consider requests for price increase for raw materials that are directly attributable to the cause of delay. HCPS reserves the right to cancel the contract and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor shall have no recourse against HCPS. Further, except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure as defined herein.

## REQUEST FOR PROPOSAL

**#26-SR-008**

### Commodity Food Processors

#### 1. **PURPOSE**

- 1.1 Harford County Public Schools (herein referred to as the Board or HCPS) is issuing this Request for Proposal (RFP) for the purpose of soliciting proposals from manufacturers to provide the processing and converting raw and/or bulk USDA Commodity Food Products into a variety of convenient, ready-to-use end products. Products are to be delivered to one (1) warehouse location of Harford County Public Schools.
- 1.2 It is the intent of these specifications to provide prospective offeror(s) with complete information relative to this Request for Proposal. Offerors are obligated to read and understand all parts of this RFP and to obtain clarification of any part not thoroughly understood.

#### 2. **SCOPE OF SERVICES**

- 2.1 The Awarded Offeror(s) shall provide these products in accordance with all regulations of the Maryland Health Department, the United States Department of Agriculture (USDA), the Health Department of Harford County, and the requirements of the Federal Food, Drug and Cosmetic Act and the regulations promulgated thereunder. USDA Foods Processing is governed by regulations contained in the Code of Federal Regulations at 7 CFR Part 250.30.
- 2.2 Purchases are not guaranteed and are based on allocations of USDA commodity products for processing made by MSDE for the current year. Vendors submitting proposals must have approved processing agreements with USDA.
- 2.3 Offerors are requested to propose pricing for the items included on Attachment J: Cost Proposal. Offerors may include additional items available which are not included on the Cost Proposal form on Attachment K: Additional Item Availability Proposal Form.

##### 2.4 **Nutrition Standards**

HCPS requires that all food items contain only the minimum amount of sodium, fat, sugar, and other additives necessary for food preservation and safety, while maintaining acceptable flavor, texture, and palatability for students.

##### 2.4.1 Trans Fat

In accordance with state law, food items may not contain artificial trans-fat unless the manufacturer's documentation or the Nutrition Facts label indicates less than 0.5 grams per serving. Any product containing partially hydrogenated vegetable oil is considered to contain artificial trans-fat.

##### 2.4.2 Labeling Requirements

All ingredients must be clearly listed on the product label in compliance with the Food Allergen Labeling and Consumer Protection Act (FALCPA) as required by the FDA. Ingredients must be declared by their common or usual name in descending order by weight. Labels must also identify any of the "Top 9" allergens: milk, eggs, fish, shellfish, tree nuts, peanuts, wheat, soybeans, and sesame.

##### 2.4.3 Packaging must include:

##### 2.4.3.1 Product name

2.4.3.2 Open code dating

2.4.3.3 Net weight

2.4.3.2 Cases must display a pack code or expiration date. If codes are encrypted, vendors must provide HCPS with the manufacturer's key to decode the information.

2.4.4 Ingredient Restrictions

2.4.4.1 HCPS discourages the use of the following ingredients:

2.4.4.1.1 Monosodium Glutamate (MSG)

2.4.4.1.2 High Fructose Corn Syrup (HFCS)

2.4.4.1.3 Trans fatty acids/partially hydrogenated oils

2.4.4.1.4 Aspartame or Acesulfame Potassium

2.4.4.1.5 Artificial Colors and Dyes

2.4.4.2 HCPS reserves the right to accept or reject products containing these ingredients. Vendors may be asked to provide information regarding gluten or other specific ingredients at any time.

2.4.5 Nutrition Information

2.4.5.1 Vendors must provide a complete nutrient analysis for all products upon request. Failure to submit this information may deem the proposal as non-responsive. If Nutritional Information is submitted, but fails to meet HCPS requirements, proposal may be deemed non-responsive. Required data includes:

2.4.5.1.2 Weight (g)

2.4.5.1.3 Calories (kcal)

2.4.5.1.4 Carbohydrates (g)

2.4.5.1.5 Fiber (g)

2.4.5.1.6 Sugar (g)[

2.4.5.1.7 Added Sugar (g)

2.4.5.1.8 Protein (g)

2.4.5.1.9 Total Fat (g)

2.4.5.1.10 Saturated Fat (g)

2.4.5.1.11 Trans Fat (g)

2.4.5.1.12 Cholesterol (mg)

2.4.5.1.13 Sodium (mg)

2.4.5.1.14 Iron (mg)

2.4.5.1.15 Calcium (mg)

2.4.5.1.16 Vitamin A (IU)

2.4.5.1.17 Vitamin C (mg)

2.4.6 Processed products shall not contain Monosodium Glutamate (MSG), herbal "supplements", artificially sourced colors, artificial sweeteners (i.e. Aspartame, Acesulfame K, Saccharin, Sucralose), added caffeine, or added trans fats.

2.4.7 Preference will be given to foods that do not contain the following: artificially sourced flavors, Butylated hydroxyanisole (BHA), butylated hydroxytoluene (BHT), brominate vegetable oil (BVO), proteins treated with antibiotics (i.e. NOE-no antibiotic ever), sesame (due to allergy prevalence), sugar alcohols, sulfites, and tert-butylhydroquinone (TBHQ).

2.4.8 Processed products may contain herbs, naturally sourced colors, such as vegetable powders, spices, vitamins and minerals added for required fortification.

2.4.9 In the event that any of the ingredients and/or nutritional requirements cannot be met, offerors must provide documentation accordingly.

2.4.10 Vendors must submit all nutrition documentation with their quotation for items that differ from the specified manufacturer, brand, or product code. Documentation may include Nutrition Facts panels, ingredient lists, CN labels (if applicable), Product Formulation Statements, and the Nutrient Data Submission Form.

2.4.11 Whole Grain Requirements

2.4.11.1 Products qualify as whole grain or whole grain-rich if the grain content of the product is between 50 and 100 percent whole grain with any remaining grains being enriched or, a whole grain is the first ingredient listed on the product ingredient declaration (with the exception of water) or multiple whole grains are the primary ingredient by weight, and non-creditable grains, if any, are present in an insignificant amount.

2.4.12 Compliance with Federal Regulations

2.4.12.1 Vendors awarded contracts must comply with the final rules and regulations of the Healthy Hunger-Free Kids Act of 2010 for the National School Lunch and Breakfast Programs.

**2.5 Buy American Act (7 CFR 250.23)**

Schools and institutions participating in the National School Lunch Program and School Breakfast Program in the contiguous United States are required by law to use federal funds and comply with the Buy American provisions found in the regulations of the National School Lunch Program (NSLP) at 7 CFR 210.21(d) and the School Breakfast Program (SBP) at 7 CFR 220.16(d). As a result, these agencies are required to purchase, to the maximum extent practicable, domestic commodities or products.

A “domestic commodity or product” is defined as one that is either produced in the United States or is processed in the United States substantially (51% or more) using agricultural commodities that are produced in the United States.

The potential offerors shall provide documentation of the USDA requirements for all products not Pre-Approved prior to contract award. All documentation must be submitted with samples upon request.

**2.6 USDA Nondiscrimination Statement**

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, religious creed, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotope, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: How to File a Complaint, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) Mail: U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights

1400 Independence Avenue, SW  
Washington, D.C. 20250-9410;

- (2) Fax: (202) 690-7442; or
- (3) Email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

## **2.7 Lobbying**

The Contractor will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and certifies to the tier above that it will not and has not used Federal appropriated funds to pay an person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by U.S.C. 1352. If applicable, contractor will complete the disclosure of lobbying with non-Federal funds using Lobbying Activities Form (Form SF-LLL) and submit to HCPS annually.

## **2.8 Value Pass Through Methods**

The State of Maryland allows all Value Pass Through Methods. Harford County uses Direct Discount and the Refund/Rebate methods. Please respond with pricing for both methods.

## **2.9 Brand Names**

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 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. All brands meeting the requirements stated will be considered for award. The determination of the acceptability and/or the criteria for acceptability of an alternate is solely the responsibility of HCPS.

# **3. PROJECTED QUANTITIES**

- 3.1 Listed with each processed item on the Cost Proposal Form (Exhibit A) are the estimated annual quantities.
- 3.2 The quantities specified in this solicitation are estimates only and are given for the information of offerors and for the purpose of evaluation. They do not indicate the actual quantity that will be ordered since the actual volume will depend upon requirements that develop during the contract period.
- 3.3 The quantities intended for purchase are pending allocation of funds by the Federal and State Meals Programs. The availability of USDA commodities may impact the quantity of items purchased. HCPS shall not be obligated to purchase any specific quantity from any Awarded Offeror.

# **4. METHOD OF ORDERING**

- 4.1 Authorized individuals will place orders for specific quantities of items covered in the resulting contract(s), via purchase order.
- 4.2 Offers shall list lead times with their Offer. The Food and Nutrition Office will place orders in accordance with the vendor's manufacturing lead times as specified in their offer.
- 4.3 Offerors shall submit and clearly state any minimum order requirements with their technical proposal.

- 4.4 Awarded Offeror(s) shall provide complete ordering instructions, product codes, ordering codes, package sizes, minimum/maximum order requirements, and pricing list within thirty (30) days after notice of award. As an option, Offerors may provide this information as part of Volume 1, Tab #2. Information shall be labeled "Ordering Instructions".

**5. DELIVERY**

- 5.1 All deliveries shall be F.O.B. Destination, using Direct Discount or Fee for Service Value Pass Thru Method. Delivery is to the Forest Hill Annex Distribution Center, 101 Industry Lane, Forest Hill, Maryland 21050. The Distribution Center does have a loading dock.
- 5.2 Deliveries shall be made Monday through Friday between the hours of 7:30 am to 12:00pm and 12:30pm to 2:00pm. Appointments must be arranged by calling 410.638.4136.
- 5.3 If an Awarded Offeror(s) is unable to deliver to HCPS on the agreed upon day and time, the Awarded Offeror must notify HCPS by phone or email, of the delay and communicate all pertinent information. HCPS reserves the right to refuse a late delivery, refusal to receive the attempted late delivery must be at no charge to HCPS. At HCPS's request, the Awarded Offeror must deliver the next business day during the normal delivery window. Redelivery must be at no charge to HCPS.
- 5.4 In the event that schools are unexpectedly closed due to weather or catastrophic event, delivery may be made the next day schools are open. Awarded Offer shall contact HCPS to confirm or reschedule deliveries if a closure or delay is announced by HCPS. Unexpected delays and closures will be listed at [www.hcps.org](http://www.hcps.org). If a school holiday falls on a scheduled delivery date, the Awarded Offeror shall contact the Food and Nutrition Office to arrange a substitute delivery schedule for that week. A calendar which indicates school holidays and scheduled days closed, is attached, See Attachment H (these dates are subject to change).
- 5.5 Food must be delivered at the proper temperature in the proper condition for each type of food. Frozen products are to be maintained at a temperature of 0 degrees Fahrenheit or lower and cooler/dry products at a 36-38 degrees Fahrenheit until the time of delivery. At the time of delivery, the product should show no evidence of defrosting, refreezing or freezer deterioration.
- 5.6 All delivery trucks must be clean, sanitary and free from debris. HCPS may refuse a delivery if the truck is not clean and sanitary.
- 5.7 Awarded Offeror(s) must have delivery capability for emergencies which may include, but not limited to, theft, product recalls, refrigeration/freezer breakdown, and food spoilage.
- 5.8 Deliveries made during the summer will vary. The Food and Nutrition Office will place orders and the warehouse will coordinate the delivery times.

**6. PACKAGING**

- 6.1 Products sent to HCPS must be packaged and marked APPROPRIATELY.
- 6.2 All containers (and all products within containers) must be packed in adequate material to protect the product(s) against damage during transportation, storage, and handling. Cartons and/or containers not adequately closed/secured will not be received.
- 6.3 The inner wrap must maintain frozen products' freshness a minimum of four (4) months.
- 6.4 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 Offeror(s) shall make available to the Food and Nutrition Office the codes for date of packaging.

6.5 Each case/carton must state the processing date to determine freshness.

**7. DAMAGES**

7.1 Awarded Offeror(s) shall furnish all food items free of damage and spoilage.

7.2 A signed delivery ticket shall not imply that items received were in good condition, only that the items were received. When possible, damaged products will be noted on the delivery ticket and damaged items shall be deducted from the purchase order.

7.3 All products are subject to inspection and return, at the expense of the Awarded Offeror if found to be damaged or nonconforming to the specifications listed herein (quantity, quality or packaging). HCPS has the right to reject the shipment without liability. Any products found damaged or nonconforming, which must be returned, will be replaced, or a credit will be given to the HCPS Food and Nutrition Office.

**8. PRODUCT RECALLS**

8.1 Awarded Offeror(s) shall notify the HCPS point of contact, within two (2) hours of determination of product recall, via a phone call, with a follow-up email, with all pertinent information of the recall.

8.2 The Awarded Offeror(s) shall be required to submit a detailed written plan to the HCPS point of contact on how they will handle product recalls. This plan shall identify at least two (2) contact names and email addresses who will be available 24 hours/7 days per week.

8.3 The Awarded Offeror(s) shall complete a Hold/Recall Contact Form with their bid submittal identifying the Primary and Secondary contact for Holds and Recalls. (Attachment I)

8.4 Awarded Offeror(s) will be responsible for all costs associated with replacing product, shipping/delivery charges, picking up and removing/disposing product, and product credit.

**9. PRODUCT DISCONTINUATION/SUBSTITUTION**

9.1 Written notification is required to the Food and Nutrition Supervisor, or designee, on any and all notices of discontinuation or substitution of a product, at least fifteen (15) business days prior to discontinuation. If a manufacturer discontinues a product, HCPS may allow the offeror to provide a substitute for the discontinued item. If the substituted product is approved by HCPS, it may be added to the contract via a contract amendment. If the offeror requests permission to substitute a new product the following must be provided:

9.1.1 No product or brand substitution shall be made unless the offeror has obtained written approval and authorization from the Food and Nutrition Supervisor, or designee.

9.1.2 Documentation must provide clear evidence that the substituted items meet or exceeds the written specifications required by the original solicitation.

9.1.3 Upon request, a sample of the substituted item shall be forwarded to the Food and Nutrition Supervisor.

9.1.4 Any unauthorized substitution will be picked up by the offeror, at the offerors expense within ten (10) business days upon notification by the Food and Nutrition Supervisor or designee.

9.2 The Awarded Offeror(s) must not change the pack size or product specifications, including but not limited to ingredients and product formulations. Written notice of product changes must be provided to HCPS a minimum of fifteen (15) business days prior to the change.



**10. NEW PRODUCTS**

- 10.1 HCPS is open to future/additional products, which may be developed and become available for processing during the period of the proposed contract. All new products MUST be approved by HCPS's Food and Nutrition Department. New products may be considered with proper documentation, complete product description, CN label and End Product Data Schedule. At the discretion of HCPS, the new item will be added to the contract, via an Amendment.
- 10.2 Awarded Offeror(s) must notify HCPS immediately of a formulation change or a unit/pack size change during the contract period.

**11. SCHEDULE OF ACTIVITIES**

Date	Description
December 23, 2025	RFP Issued
January 8, 2026	Pre-Proposal Meeting – Via Teams (link provided on cover page)
January 13, 2026	Question Deadline – due before 12:00 PM (EST)
January 20, 2026	Addenda released (if necessary)
January 28, 2026	Submittals Due before 12:00 PM (EST)
January 28 – February 4, 2026	Review of Requirements
February 5 -February 20, 2026	Committee to Evaluate Submittals
February 24 – February 26, 2026	Evaluation Committee Consensus Meeting
To Be Determined	Taste Testing (if applicable)
To Be Determined	Selection Committee Recommendation
May 2026	Board Approval of Contract (if applicable)

\*Note: The above dates are proposed and subject to change.

**12. RESPONDENT REQUIREMENTS**

- 12.1 HCPS requires that participating respondents have been in the business for at least ten (10) years consulting on retirement plans. All respondents shall submit the number of years providing this type of service under the current business name and contact name on company letterhead. Respondent(s) who cannot demonstrate to the satisfaction of HCPS that they have had similar experiences or fail to provide this documentation may deem your proposal non-responsive.
- 12.2 Offerors must be on the State of Maryland approved USDA Food Processor list in order to submit a proposal. Proposals will not be accepted from any third party on behalf of a processor. Offerors will be deemed non-responsive, if they are not an approved USDA Food Processor. This will be verified utilizing the most recent NPA Processor List which can be located at [www.fns.usda.gov/usda-foods/npa-approved-processors](http://www.fns.usda.gov/usda-foods/npa-approved-processors).
- 12.3 All respondents must be registered and considered in "Good Standing" with the State Department of Assessment and Taxation (SDAT) (all fees, taxes, and penalties owed to Maryland are paid). Any respondent not considered in "Good Standing" may be deemed non-responsive. Visit the following website to ensure compliance or to register: <https://egov.maryland.gov/businessexpress>. (HCPS bears no responsibility for the accuracy, legality or content of the external site or for that of subsequent links. Contact the external site for answers to questions regarding its content.)
- 12.4 All respondents must not have any "Exclusions" (respondent cannot be debarred or suspended). If the indicator box is "green" and states "Entity" this vendor is not suspended or debarred. If a respondent's name does not appear after searching, the respondent does not have an "Exclusion". Visit the following website to ensure compliance: <https://sam.gov/SAM/pages/public/index.jsf>

(HCPS bears no responsibility for accuracy, legality or content of the external site or for that of subsequent links. Contact the external site for answers to questions regarding its content). If the indicator box is "purple" and states "Exclusion" the respondent may be deemed non-responsible.

- 12.5 Child Nutrition (CN) labeling, or Product Formulation Statements (PFS) and End Product Data Schedules must be submitted, with the Technical Proposal, at the time of the RFP submittal. **Failure to submit this information may deem the proposal as non-responsive.** If Nutritional Information is submitted, but fails to meet HCPS requirements, proposal may be deemed non-responsible.
- 12.6 Offerors shall complete and return with their proposal the "Reference Form" included in this solicitation (see Reference Form). Offerors shall have a minimum of three (3) references of **similar size and scope** within the past three (3) years (you may include HCPS contacts for one reference). Business Name, contact name, type of work performed, e-mail addresses and phone numbers are required. Failure to submit references may deem as non-responsive.
- 12.7 Awarded Offeror(s) shall not subcontract out any portion of this Contract without prior approval from HCPS. **No exceptions.** Awarded Offeror(s) using subcontractors not approved by HCPS, may be subject to termination for cause.
- 12.8 If an Offeror has unsuccessfully performed a contract with HCPS, in the past, HCPS may deem them non-responsible.
- 12.9 Respondent shall furnish to HCPS any requested information and data/documentation. HCPS reserves the right to reject any proposal if the information or documentation submitted by the respondent or investigation of such respondent fails to satisfy HCPS that such respondent is properly qualified to carry out the obligations of the Contract and to complete all requirements contemplated therein.

### 13. **SPECIAL CONDITIONS**

This is an Indefinite Delivery/Indefinite Quantities (IDIQ) Contract. The services requested are pending allocation of funds from USDE and MSDE and approval of award by the Board of Education of Harford County. HCPS reserves the right to order services as may be required during the Contract period and reserves the right not to authorize/order any services.

### 14. **AWARD**

- 14.1 Harford County Public Schools intends to award to the lowest responsive and responsible offerors complying with all the provisions of the RFP and the stated criteria, subject to the availability of funding and provided it is in the best interest of Harford County Public Schools to award the Contract.
- 14.2 HCPS may reject any proposal which contains omissions, altered forms, additions, or imposes conditions or offers alternate items. HCPS may make any award which is deemed in the best interest of Harford County Public Schools or make no award at all, at its sole discretion.
- 14.3 HCPS reserves the right to reject any proposal if the evidence submitted by an offeror, or from the investigation of such offeror, fails to satisfy HCPS that such offeror is qualified to fulfil the obligations of the contract.
- 14.4 In the event the Awarded Offeror(s) cannot deliver the services of the Contract in accordance with the specifications, HCPS reserves the right to purchase the services on the open market to ensure the continued operation of HCPS.
- 14.5 HCPS reserves the right to add similar or related services to the resulting contract. HCPS and the firm will agree to the services and fees being added. Contract Amendments will be issued for all additions and must be signed by both parties.

14.6 The Contract will be awarded to the firm complying with all the provisions of the RFP and the stated criteria, subject to the availability of funding and provided it is in the best interest of Harford County Public Schools to award the Contract.

14.7 HCPS reserves the right to make multiple awards, if it is in its best interest to do so.

**15. CONTRACT TERM**

15.1 The initial term of this contract shall be for one (1) year and shall begin on or about **July 1, 2026** through **June 30, 2027**.

15.2 Harford County Public Schools reserves the right, if mutually agreed upon, to renew this contract under the same terms and conditions for five (5) additional, one (1) year periods.

**16. PRICING AND RATE ADJUSTMENTS**

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

16.2 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 Offeror(s) shall request all rate adjustments in writing to the Procurement Agent, at least ninety (90) days prior to the renewal date. **Increases submitted late may not be considered.**

16.3 The request for a change in the price/rate shall include: (1) the Bid number, (2) existing price/rate, (3) the new proposed price/rate, (4) supporting documentation (i.e., appropriate Bureau of Labor Statistics index). The request for a price increase on products shall include documentation from the manufacturer to verify the basis for such a request and submit current catalogs.

16.3.1 HCPS will also consider adjustments based on fees outside of the control of the Contractor, such as manufacturer price increases. However, such increases will be a "pass through" to HCPS with no mark-up allowed. For such changes to be considered, documentation from the manufacturer (or any other applicable party) assessing a cost increase must accompany a written request from the Contractor.

16.4 HCPS will only consider adjustments on rates based upon the Consumer Price Index (CPI) for all Urban Consumers as published by the Bureau of Labor Standards (<https://www.bls.gov/data/>), or the most appropriate index for the service or product being provided.

16.5 For purposes of this section, "Consumer Price Index" shall mean the Consumer Price Index-All Urban Consumers-Baltimore-Columbia-Towson, MD-All Items (CPI-U or CPI-W), as published by the United States Department of Labor, Bureau of Labor Statistics.

16.6 For each option year of this contract, pricing may be adjusted by the percentage change in the Consumer Price Index by following the steps below, which the HCPS Procurement Department will follow:

16.6.1 Access the U.S Bureau of Labor Standards <https://www.bls.gov/data/>.

16.6.2 Under "Urban Wage Earners and Clerical Workers (Current Series)", click on "One Screen Data Search" (magnifying glass).

16.6.2.1 Select "Baltimore-Columbia-Towson, MD" for No.1.

16.6.2.2 Select "All Items" for No 2.

- 16.6.2.3 “Not Seasonally Adjusted” box should be selected in No. 3.
- 16.6.2.4 Select “Add to Selection” then “Get Data” button.
- 16.6.2.5 Select “More Formatting Options” located in the top right-hand corner.
  - 16.6.2.5.1 Unselect “Original Data Value” and select “12-Month Percent Change” box
  - 16.6.2.5.2 Select “Retrieve Data”
- 16.6.2.6 Use the ‘12 Months Percent Change’ chart. Adjustment shall be based on the most recently published percentage change.
- 16.6.2.7 Multiply the percentage change by the base cost to determine the escalated cost.
- 16.7 The Awarded Offeror shall provide bona-fide manufacturer's documentation reflecting the percentage change. The CPI adjustment is NOT automatic. HCPS reserves the right to accept or reject the adjustment within sixty (60) days of receipt of request. Rate adjustments will be approved at the discretion of HCPS and are not guaranteed.
  - 16.7.1 If the request is rejected, the Contract for that item may be terminated thirty (30) days from the date of HCPS rejection letter.
  - 16.7.2 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.
  - 16.7.3 Awarded Offeror 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 offeror within ten (10) days of receipt of HCPS rejection notification.
- 16.8 Upon receipt of the Awarded Offeror(s) request, HCPS shall decide to accept, reject, or modify the request, as may be determined to be in the best interest of HCPS, for a price adjustment based upon its investigations and the information provided by the Awarded Offeror. If HCPS approves the price adjustment, the price shall remain firm for the renewal term for which it was requested. Any orders received prior to a request for a price increase shall be honored at the original contract price.
- 16.9 HCPS reserves the right to decrease the unit price, if such downward adjustment is reflected with the CPI data.
- 16.10 Rate increase requests will not be considered if not accompanied with the proper information or within the designated time.
- 16.11 HCPS reserves the right to cap pricing adjustments at five percent (5%) of the price for the preceding year.
- 16.12 HCPS requests that the Awarded Offerors submit pricing adjustments prior to March 1 for following school year to help expedited the contract renewal process.

## **17. ADDITION OR DELETION OF PRODUCTS**

- 17.1 HCPS reserves the right to add, modify, or delete specific products awarded during the contract term based on the needs of HCPS and USDA commodity allocation changes.

## **18. PROVIDERS RESPONSIBILITIES**

- 18.1 Products must be labeled. Labels must contain the following: FDA Nutrition Facts panel, FDA ingredient lists including FALCPA compliance for allergens and CN label if appropriate or PFS.
- 18.2 Any delivery stipulations or conditions (i.e. minimum order quantities) must be submitted, in writing, with the technical proposal. Include product description and stipulations or conditions. Example: minimum shipping weight, minimum shipping quantity, minimum dollar order, order lead-time, etc.
- 18.3 Awarded Offeror(s) must maintain an accurate physical inventory of USDA Food products owned by HCPS.
- 18.4 Awarded Offeror(s) shall notify the Food and Nutrition Office when out of stock on any item. HCPS reserves the right to procure out of stock items from other sources.
- 18.5 If an Awarded Offeror experiences delays or become incapable of delivering products to HCPS by the required date, HCPS reserves the right to the following:
  - 18.09.1 Accept a product of equal or greater quality to the USDA specifications of the ordered product at the contracted price, or
  - 18.09.2 Order product from the next highest-ranking offeror, or
  - 18.09.3 Order product on the open market.
- 18.6 HCPS will not allow awarded offerors to add fuel surcharges during any contract period without prior approval in writing from HCPS.
- 18.7 HCPS reserves the right to reject proposals with minimum order quantities, if the minimum order quantity cannot be stored or the level of usage/movement of the product is low or not in accords with normal usage.

## **19. RFP CLOSING DATE**

Proposals must be received by the email inbox ([bids@hcps.org](mailto:bids@hcps.org)) no later than **12:00 pm, local time, on January 28, 2026**. Proposals received after this time will not be considered. Proposals may not be modified after the RFP closing date and time.

## **20. DELIVERY OF PROPOSALS**

All proposals shall be emailed to [bids@hcps.org](mailto:bids@hcps.org). Mark the subject line – RFP#26-SRS-008 Commodity Food Processors. Only electronic submittals will be accepted. It is the Offeror's responsibility to verify that the Proposal has been received, prior to the due date. 'Read Receipts' are not sufficient. Offeror(s) may contact the RFP Coordinator listed within the solicitation, by email or phone, to confirm receipt of the proposal.

## **21. RESPONDENTS RESPONSIBILITIES**

- 21.1 The Respondent understands the RFP in its entirety and that the proposal is made in accordance therewith, and;
- 21.2 The Respondent possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the HCPS, and;
- 21.3 The Respondent possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the HCPS, and;

- 21.4 Prior to submitting a proposal, each Respondent shall make all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the contract and to verify any representations made by HCPS, upon which the respondent will rely. If the respondent receives an award based on its proposal submission, failure to have made such investigations and examinations will in no way relieve the respondent from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the respondent for additional compensation or relief, and;
- 21.5 The Respondent will be held responsible for any and all discrepancies, errors, misstatements, etc. in discounts or rebates which are discovered during the contract term or up to and including five (5) fiscal years following HCPS's annual audit, including five (5) years thereafter.

## **22. PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held on-line via Teams for this Request for Proposal on **January 8, 2026**, at **10:00 a.m. local time**, at the link stated on the cover page. **Potential Offerors are strongly encouraged to attend.**

## **23. PROPOSAL FORMAT: TWO-PART SUBMISSION**

- 23.1 Offerors shall email their Proposal to [bids@hcps.org](mailto:bids@hcps.org), in PDF format in SEPARATE e-mails as the following:
- 23.1.1 **Volume I** – Technical Proposal
- 23.1.2 **Volume II** – Cost Proposal
- 23.2 Each e-mail shall include the following information in the body of the email:
- 23.2.1 The Offeror's name, business address, and contact information.
- 23.2.2 The due date/time for receipt of proposals.
- 23.3 The title of the RFP and RFP number (**#26-SRS-008 Commodity Food Processors**)
- 23.4 See **Section 19: Submittal Requirements** for complete details.
- 23.5 If confidential materials are submitted, respondents are requested to submit **one (1)** additional electronic copy of their submittal for the purposes of Freedom of Information Requests. The redacted electronic copy shall be marked "**Redacted Copy**". It is understood that this copy may be made available to any requesting party without prior consent or approval from the originator. Blanket requests for the entire proposal to be held confidential will not be considered.

## **24. QUESTIONS**

Questions concerning any portion of this RFP shall be directed by e-mail to Sara Rowe at [sara.rowe@hcps.org](mailto:sara.rowe@hcps.org), who shall be the official point of contact for this RFP. Questions should be submitted by the date and time listed on the coversheet.

## **25. INSURANCE REQUIREMENTS**

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 response. Failure to comply with these insurance requirements may render your submittal as non-responsive.

A Certificate of Insurance verifying coverage and limits as specified in "Insurance Requirements" or a letter

committing to obtain the required coverage and limits as specified, must be submitted with your response. Failure to provide this information may deem your submittal as non-responsive.

**26. SAMPLES**

- 26.1 As part of the evaluation HCPS, may ask individual offerors to provide samples for taste testing.
- 26.2 Products for sampling will be requested by the date indicated on the RFP time schedule.
- 26.3 All samples must be labeled with CN label and product numbers. If a CN label is not available, a Product Formulation Statement is acceptable.
- 26.4 Samples are to be submitted at no cost to HCPS.
- 26.5 When submitting samples, the offeror will need to furnish 1 case or 100 servings.
- 26.6 Failure to submit requested samples of items may disqualify the Offeror.

**27. PRESENTATIONS BY RESPONDENTS**

- 27.1 HCPS, at its sole discretion, may ask individual respondents to make oral presentations, informal telephone interviews and/or demonstrations without charge to HCPS.
- 27.2 HCPS reserves the right to require any respondent to demonstrate, to the satisfaction of HCPS, that the respondent has the fiscal and managerial abilities to properly furnish the services proposed and required to fulfill the contract. The demonstration must satisfy the Board and the Board shall be the sole judge of compliance.
- 27.3 Respondents are cautioned not to assume that presentations will be required and should include all pertinent and required information in their original proposal package.
- 27.4 It is HCPS' intent to award a contract to the respondent deemed most advantageous to HCPS in accordance with the evaluation criteria specified elsewhere in this RFP. The Board reserves the right, however, to conduct post-presentation discussions with any respondent who has a realistic possibility of contract award including, but not limited to: request for additional information, competitive negotiations, and further best-and-final offers.
- 27.5 Dates for presentations have been listed in Section 4. Schedule of Activities, although these dates are subject to change, these dates have been selected based on the schedules of the evaluation committee members and will not be modified/changed to accommodate the schedules of the Offerors.

**28.. PROPOSAL EVALUATION PROCESS**

- 28.1 Proposals submitted shall be received and reviewed by the Procurement Agent.
- 28.2 A preliminary evaluation by the Procurement Agent shall determine whether each received proposal is complete and compliant with all the instructions and/or submittal requirements of the RFP. Any proposals that are incomplete or that do not comply with the instructions and/or submittal terms and conditions may be rejected and excluded from further consideration.
- 28.3 Technical proposals meeting all minimum requirements will be distributed to the evaluation committee for review and evaluation. The committee will then convene to discuss, and scores will be tallied for each criteria.
- 28.4 Sample taste testing will be completed for each of the products proposed by the short-listed offerors. Taste testing will be done with students and staff of HCPS. HCPS reserves the right not to perform taste testing on items already utilized by HCPS.

- 28.5 Quality, taste and student acceptance are controlling factors. The evaluation committee reserves the right to accept or reject any proposals and to be the sole judges of quality and taste.
- 28.6 After the technical score for each proposal has been established, the evaluation committee will determine if presentations or interviews will be required. Firms with technical scores falling below acceptable standards will be eliminated from the remainder of the RFP process.
- 28.7 HCPS will use a point formula to score the cost proposals. The maximum score for the cost proposal will be assigned to the firm offering the lowest combined total. Appropriate fractional scores will be assigned to the other cost proposals.
- 28.8 HCPS may enter into cost and/or terms and conditions negotiations with the highest-ranking firm. If HCPS and the firm cannot agree upon cost or terms, HCPS may negotiate with the next highest ranked firm. This process will be continued until a fair and reasonably priced contract can be awarded.
- 28.9 During the evaluation, HCPS will consider the Offeror's record and performance of any prior contracts with HCPS or other public bodies, including but not limited to the Offeror's providing similar programs/services to HCPS, other schools, school districts, or other governmental agencies. HCPS reserves the right to reject the proposal of any Offeror if the investigation discloses that the Offeror, in HCPS' opinion, has not properly performed such prior contracts or has habitually and without just cause neglected the payment of bills or has otherwise disregarded its obligations to subcontractors or employees.
- 28.10 HCPS may make such investigations as deemed necessary to determine the ability of an audit firm to provide the work as specified herein. HCPS may request additional information about or clarification of any proposals submitted.
- 28.11 HCPS reserves the right to clarify information submitted in a proposal to determine whether an error has been made or whether a waiver of formality, informality or technicality is appropriate. Firms shall furnish HCPS with all such information and data necessary for HCPS to determine if the proposal is responsible and responsive to the HCPS' requirements as stated herein.

## **29. SCORING**

- 29.1 An adjectival scoring system shall be applied throughout the evaluation process for the evaluation of the technical proposals and the oral presentation/informal interviews. A score of 0 is the least favorable and a score of 5 is the most favorable in all sections.
- 29.2 The Respondent's response will be scored by committee members in accordance with the following scale:
  - 0 = Unresponsive: Failed to respond to the request
  - 1 = Poor: Responsive to the question but expectations are NOT met
  - 2 = Marginal: Responsive to the question but below acceptable standards
  - 3 = Acceptable: Minimal acceptable performance standards and responsive to the request
  - 4 = Good: Above minimum performance, effective and responsive to the request
  - 5 = Excellent: Exceeds expectations for effectiveness and responsiveness to the request

## **30. SUBMITTAL REQUIREMENTS**

When submitting a Technical Proposal, the following minimum information must be provided for proper evaluation by the selection committee. Your Technical Proposal should be thorough in all aspects for the selection committee to make a proper and complete evaluation of your capabilities and response. The purpose of the Technical Proposal is to demonstrate the qualifications, competency, and capacity of the Respondent in conformity with the requirements of this RFP. The Technical Proposal shall demonstrate the qualification of the Respondent and the staff to be assigned to this contract.



The Technical Proposal shall address all the points outlined in the RFP (excluding any cost information which shall only be included in the Cost Proposal). The Technical Proposal shall be prepared simply and economically, providing a straightforward, concise description of the Respondent's capabilities to satisfy the RFP requirements.

Each proposal must include a submittal letter, table of contents, and all documentation requested in the Technical Proposal. The documents must be numbered consecutively from beginning to end and separated by tabs in the order described below. *Failure to submit these documents in this order may deem your proposal non-responsive.*

**Note: No pricing information is to be included in the Technical Proposal. Pricing information is to be included only in the Cost Proposal.**

### **30.1 Volume I: TECHNICAL PROPOSAL**

#### **30.1.1 Tab 1 – Respondent's Profile and Submittal Letter – (Weighted Value 5 Points)**

RFP Submittal Letter signed by an authorized agent of the firm stating the profile of the firm, including:

- Brief history of the firm.
- Organizational structure of business.
- Ownership interests.
- Present status and projected direction of business.
- Number of years providing these products and services.
- Respondent must be on the State of Maryland approved USDA Food Processor's list – provide evidence.
- Provide a concise narrative as to why your company is best able to serve HCPS, include any key items about your company that distinguishes it from other manufacturers.

#### **30.1.2 Tab 2 – Respondents ability to meet delivery requirements – (Weighted Value 10 Points)**

A brief statement addressing these items:

- Plan to meet the delivery requirements
- Discuss recovery and/or redelivery of missing, incorrect or damaged products
- Discuss how late deliveries would be resolved
- The Manufacturer's approach and methodology of how the services herein addressed will be provided. Submit any applicable artifacts.
- Describe why your firm is uniquely qualified to service Harford County Public Schools and your specific qualifications to meet the Scope of Services prescribed.

#### **30.1.3 Tab 3 – Product Recall Policy and Procedure – (Weighted Value 15 Points)**

- Provide with recall policy and procedures including current name and contact information (email address and telephone number) for the respondent's primary contact and a backup contact.
- Complete Attachment I Hold/Recall Contact Form

#### **30.1.4 Tab 4 – Experience of Manufacturer – (Weighted Value 5 Points)**

- Describe the Manufacturer's experience with the Scope of Services requested here within.

#### **30.1.5 Tab 5 – References– (Weighted Value 5 Points)**

Using the form included as Attachment F, provide the name, address, email address and phone numbers of three (3) current and/or prior customers who can be contacted for references. One (1) of the three (3) references shall be a K-12 client, if available.

The references will be verified by HCPS. HCPS will not be responsible for errors, non-working phone numbers, inaccurate email addresses, people no longer employed with the client or references who do not respond.

Failure to provide references may deem Proposer as non-responsible. HCPS reserves the right to request additional references.

**30.1.6 Tab 6 – Exceptions to Draft Contract– (Weighted Value 5 Points)**

- Provide any exceptions to HCPS's General Terms and Conditions.
- Offerors must provide **any and all** documentation or agreements that you anticipate requesting HCPS to incorporate into the final agreement or sign as a result of this RFP award.
- Failure to indicate any exceptions shall be interpreted as the Offeror's intent to fully comply with all RFP terms and conditions as written.
- Terms and conditions differing from those in this RFP may be cause for disqualification of the proposal.

**30.1.7 Tab 7 – Addenda – (Non-Scored)**

Any addenda issued subsequent to the release of this solicitation must be signed and returned with the Manufacturer's proposal. Failure to return signed addenda may be cause for the proposal to be considered non-responsive.

**30.1.8 Tab 8 – Required Documents – (Non-Scored)**

Failure to return any of these documents may be cause for the proposal to be considered non-responsive.

- Attachment "A" Provide a sample Certificate of Insurance (Proving Coverages and Limits as specified in "Insurance Requirements" or a letter committing to obtain the required coverages and limits as specified)
- Attachment "B" Debarment Certification (Completed and Signed)
- Attachment "C" Conflict of Interest Form (Completed and Signed)
- Attachment "D" Employment of Sex Offenders and Other Criminal Offenders Affidavit (Completed and Signed)
- Attachment "E" Anti-Bribery Affidavit (Completed and Signed)
- Attachment "F" References (Completed)
- Attachment "G" Signature Sheet (Completed and Signed)
- Attachment "H" Professional Services Agreement **Sample** (Final will be at time of award)
- Attachment "I" Hold/Recall Contact Form
- Attachment "L" Lobbying Activities Form (Form SF-LLL)

**30.1.9. Tab 9 – All respondents shall include information on each item to be proposed – (Non-Scored)**

- Product Description, Child Nutrition Label and End Product Data Schedules
- Nutritional Analysis of all food products being proposed
- The count per case or pack
- The weight per portion
- Packages per case

**30.2 Volume II: COST PROPOSAL – (Weighted Value 15 Points)**

- 30.2.1 Offeror shall provide the following cost information submitted in a **SECOND EMAIL** with the subject line labeled as RFP #26-SRS-008 – Cost Proposal.
- 30.2.2 The Cost Proposal **MUST INCLUDE ALL COSTS** associated with the services identified in, and associated with, the services requested in this RFP.
- 30.2.4 The Cost Proposal form shall not be modified. (Attachment J Cost Proposal Form)
- 30.2.4 Only the total cost for the initial first year of the contract term shall be included on the pricing page.
- 30.2.5 Cost provided on form shall be the Fee for Service (FFS) price per case.
- 30.2.6 Additional item availability if applicable (Attachment K Additional Item Availability Proposal Form)

### **30.3 STUDENT ACCEPTANCE – (Weighted Value 40 Points)**

- 30.3.1 Student acceptance for taste and quality will be determined based on scoring scale listed previously, one (1) being inadequate and five (5) being excellent.
- 30.3.2 Student acceptance of both taste and quality are controlling factors, only products receiving scores of three (3), four (4), or five (5) will be considered as passing, products receiving scores of two (2) or 1 (one) will be considered as failing.
- 30.3.3 Scoring will be done with students at different levels: elementary, middle and high schools.
- 30.3.4 HCPS will be the sole judge of taste and quality.
- 30.3.5 Cost proposals will only be opened for products that receive a student acceptance score of passing.
  - 30.3.5.1 A score of 25 – 40 points will be considered a passing score
  - 30.3.5.1 Any score less than 25 points will be considered a failing score

<b>Evaluation Criteria Matrix</b>	<b>Maximum Possible Points</b>
<b>Tab 1 – Respondent's Profile and Submittal Letter</b>	<b>5</b>
<b>Tab 2 – Respondents ability to meet delivery requirements</b>	<b>10</b>
<b>Tab 3 – Product Recall Policy and Procedure</b>	<b>15</b>
<b>Tab 4 – Experience of Manufacturer</b>	<b>5</b>
<b>Tab 5 – References</b>	<b>5</b>
<b>Tab 6 – Exceptions to Draft Contract</b>	<b>5</b>
<b>Cost Proposals</b>	<b>15</b>
<b>Student Acceptance - Pass (25 – 40 Points) / Fail (&lt;25 Points)</b>	<b>40</b>
<b>Combined Total</b>	<b>100</b>

## **ATTACHMENT A**

### **Insurance Requirements**

#### **INSURANCE REQUIREMENTS Food Service and Supply**

Article I. 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.
- 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.

Article II. 2. Vendor's Liability Insurance

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

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

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

This insurance shall include coverage for all of the following:

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

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

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

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

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

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

\$1,000,000	Per occurrence;
\$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

2.1.5 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:

"The Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers are named as additional insureds on this commercial general liability insurance with respect to liability arising out of the services provided by the Named Insured under Contract:

---

(Enter specific identifying information such as project name, Board's contract number and/or date of contract)."

**Special Notes:** ISO form CG 2026 12/19 or its Equivalent, entitled "Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization" (previously Forms A and B respectively) are **NOT ACCEPTABLE**. ISO form CG 2026 entitled "Additional Insured – Designated Person or Organization" **or** a manuscript endorsement with the above wording is required.

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

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



**ATTACHMENT B**  
**DEBARMENT CERTIFICATION**

**HARFORD COUNTY PUBLIC SCHOOLS**

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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, and the Maryland State Finance and Procurement Code, Title 16, Subtitle 3.

- (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, State, or local public 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.
- (3) False certification may subject the participant to contract termination, suspension, debarment, and other remedies available under Maryland State law and school system policies.

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Name and Title of Authorized Agency/Organization Representative

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Signature

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Date

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Agency/Organization

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

**ATTACHMENT C**  
**CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE**

- (a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to a conflict of interest.
- (b) Prior to commencement of any work, the Contractor agrees to notify the Procurement Agent immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the buyer any actual or potential conflict of interest the Contractor may have.
- (c) The Contractor agrees that if an actual or potential conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Procurement Agent. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Procurement Agent, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Procurement Agent of any contrary action to be taken.
- (d) Remedies - The Board may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid a conflict of interest. If the Contractor was aware of a potential conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Procurement Agent, the Board may terminate the contract for default, suspend the Contractor from further Board contracts, or pursue such other remedies as may be permitted by law or this contract.
- (e) The Contractor agrees to insert in each subcontract placed hereunder, provisions which shall conform substantially to the language of this affidavit.

I DO SOLEMNLY DECLARE AND 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)

**ATTACHMENT D**  
**EMPLOYMENT of SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS AFFIDAVIT**

**HARFORD COUNTY PUBLIC SCHOOLS**

**EMPLOYMENT OF SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS AFFIDAVIT**

The following pages summarize criminal offender legislation applicable to Maryland Public Schools. The Affidavit below affirms your understanding of the requirements related to these Laws.

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.
  - 8) Contractors shall comply with the requirements of Section 6-113.2 of the Education Article, Annotated Code of Maryland, regarding screening of applicants for employment.

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)

**ATTACHMENT E**  
**ANTI-BRIBERY AFFIDAVIT**  
**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, 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, or any other offense enumerated in Section 16-203 of the State Finance and Procurement Article (S.F.) of the Maryland Code, or civil antitrust violations under the laws of any state or federal government.
3. (On the line below and using additional attachments as necessary, 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.)  
  
\_\_\_\_\_
4. I affirm that neither I, the above firm, nor any person or entity who has an ownership or beneficial interest in the firm, nor any of its officers, directors, partners, employees, or subcontractors, is currently suspended or debarred from participation in any public contract in the State of Maryland or federally.
5. I further affirm that neither I nor the above firm will knowingly enter into a contract or subcontract with a person or entity that is suspended or debarred from public contracting under State or federal law.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

**ATTACHMENT F**  
**REFERENCES**

1. Client Name	_____
Email Address	_____
Contact Person	_____
Telephone Number	_____
Nature of Engagement	_____
Date Completed/Year Covered	_____
2. Client Name	_____
Email Address	_____
Contact Person	_____
Telephone Number	_____
Nature of Engagement	_____
Date Completed/Year Covered	_____
3. Client Name	_____
Email Address	_____
Contact Person	_____
Telephone Number	_____
Nature of Engagement	_____
Date Completed/Year Covered	_____

## ATTACHMENT G

### SIGNATURE SHEET (To be submitted with Technical Proposal)

I/We agree to provide the services in accordance with the accompanying requirements and all conditions, provisions, attachments, and any addenda to this RFP.

_____ Company	_____ Authorized Representative (print)
_____ Address	_____ Signature
_____ Address, continued	_____ Title (print)
_____ Name of Firm's Contract Administrator	_____ Phone Number of Authorized Representative
_____ Phone Number of Firm's Contract Administrator	_____ E-mail Address of Authorized Representative
_____ E-mail Address of Firm's Contract Administrator	_____ Federal I.D. Number

#### **Acknowledgement of Addenda (if issued)**

I/We acknowledge receipt of the following Addenda:

No. \_\_\_\_\_, Dated \_\_\_\_\_

No. \_\_\_\_\_, Dated \_\_\_\_\_

No. \_\_\_\_\_, Dated \_\_\_\_\_

## **ATTACHMENT H**

### **PROFESSIONAL SERVICES AGREEMENT SAMPLE**



This Professional Services Agreement (the "Agreement") **CONTRACT NUMBER**, effective as of \_\_\_\_\_ ("Effective Date"), is entered into by and between Harford County Public Schools (HCPS) having its principal place of business at 102 S. Hickory Ave., Bel Air, MD 21014 ("HCPS"), and **NAME OF FIRM HERE** having its principal place of business at **ADDRESS HERE** ("Consultant"). In mutual consideration of the mutual promises set forth in this Agreement, the parties agree as follows:

1. **SERVICES**

**Scope of Services.** Subject to the terms and conditions of this Agreement **and the terms and conditions of IFB/RFP/NUMBER HERE**, Consultant will perform those professional consulting services as set forth and attached hereto as **Exhibit A (SCOPE OF WORK), Exhibit B (Fees) and Exhibit C (Schedule)** and as amended and/or supplemented from time to time by the mutual written agreement of the parties and incorporated herein by reference. At a minimum, a written document that (i) references this Agreement, (ii) describes the Services to be performed (iii) specifies the corresponding rate schedule or other fee information, and (iv) is signed by both parties or is issued by one party and signed by the other party. Consultant will use commercially reasonable efforts to complete the Services by the applicable dates set forth in the attachment ("Target Dates").

2. **REMEDIES AND TERMINATION**

- 2.1. **Correction of Errors, Defects, and Omissions** – The Consultant agrees to perform work as may be necessary to correct errors, defects, and omissions in the services required under this agreement without undue delays and without cost to HCPS. The acceptance of the work set forth herein by HCPS shall not relieve the Consultant of responsibility.
- 2.2. **Set-Off** – HCPS may deduct from and set-off against any amounts due and payable to the Consultant any back-charges or damages sustained by HCPS by virtue of any breach of this agreement by the Consultant to perform the services or any part of the services in a satisfactory manner. Nothing herein shall limit the liability of the Consultant for damages and HCPS may affirmatively collect damages from the Consultant.
- 2.3. **Termination for Default**
  - 2.3.1. If the Consultant fails to fulfill its obligations under this Agreement properly and on time, otherwise violates any provision of the Agreement, HCPS may terminate the Agreement by written notice to the Consultant. The notice shall specify the acts of omissions relied on as cause for termination.
  - 2.3.2. All finished or unfinished supplies and services provided by the Consultant shall, at HCPS' option, become HCPS' property. HCPS shall pay the Consultant fair and equitable compensation for satisfactory performance prior to receipt of Notice of Termination, less the number of damages caused by Consultant's breach.
  - 2.3.3. If the damages are more than the compensation payable to the Consultant, the Consultant will remain liable after termination and HCPS can affirmatively collect damages.
- 2.4. **Termination for Convenience** – HCPS may terminate all or part of the work required under this Agreement for the convenience of HCPS with a thirty (30) day notification. In the event of such termination, the Agreement Administrator shall determine the costs the Consultant has incurred to the date of termination and such reasonable costs associated with the termination. HCPS shall pay such costs as determined by the Agreement Administrator to the Consultant together with reasonable profit reasonably earned by the Consultant to the time of termination but not to include any profit not earned as of the date of termination.
- 2.5. **Obligations of Consultant upon Termination** – Upon Notice of Termination, the Consultant shall:
  - 2.5.1 Take immediate action to orderly discontinue its work and demobilize its work force to minimize the occurrence of costs.
  - 2.5.2 Take such action as may be necessary to protect the property of HCPS, place no further orders or sub-Agreement, assign to HCPS in the manner and to the extent directed by HCPS all the right, title and if ordered by HCPS possession and interest of Consultant under the orders or sub-Agreements terminated.
  - 2.5.3 Deliver to HCPS all materials, equipment, data, drawings, specifications, reports, estimates, and such other information accumulated by the Consultant which has been or will be reimbursed under this agreement after considering any damages that may be payable to HCPS. Title to such items shall be transferred to HCPS.

- 2.6. **Remedies Not Exclusive** – The rights and remedies contained in these terms and condition are in addition to any other right or remedy provided by law, and the exercise of any of them is not a waiver of any other right or remedy provided by law.

3. **ORDER OF PRECEDENCE**

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

Performance Work Statement (Statement of Work)  
Specifications/Terms of the Request for Proposal  
General Terms and Conditions for Request for Proposal

4. **CONTRACT TERM**

4.1. This Agreement with respect to all items accepted, change orders, and all papers and documents accompanying the same, including these terms and conditions shall constitute the formal Agreement between the Consultant and HCPS.

4.2. The term for this Agreement is \_\_\_\_\_.

5. **WAIVER OF RIGHT**

The Consultant agrees that it and its parent, its affiliates, and subsidiaries, if any; waive the right to offer on any procurement Agreement, of any tier, resulting from the services to be provided under this agreement.

6. **INITIATION OF WORK**

The Consultant shall not commence performance of the services until it receives a formal written notice from HCPS in the form of an Agreement, Purchase Order, or Notice to Proceed from the Supervisor of Purchasing or designated Purchasing Agent.

7. **GOVERNING LAW AND DISPUTE RESOLUTION**

7.1 The Bid shall be construed in accordance with, and interpreted under, the laws of the State of Maryland. Any lawsuits arising out of such bid shall be filed in the appropriate State Court located in Harford County, Maryland.

7.2 Alternative Dispute Resolution (ADR) may be used at HCPS's sole discretion, but HCPS is not obligated to utilize ADR.

8. **FREEDOM OF INFORMATION ACT**

8.1. The Consultant(s) should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification of why such materials, upon request, should not be disclosed by HCPS. Blanket requests for the entire proposal to be held confidential will not be considered.

8.2. HCPS shall determine, in its sole discretion, which (if any) portions of the Consultant's proposals shall be confidential. It is the responsibility of the Proposer to clearly mark such information (pages) as "Confidential".

9. **COMPLIANCE WITH LAW**

9.1. The Consultant hereby represents and warrants 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.

9.2. The Consultant 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.

9.3. The Consultant must, at its expense, obtain any and all licenses, permits, insurance, and governmental approval required by Local, State, and Federal authorities, if any, necessary to fulfil its obligations under this agreement.

10. **RESPONSIBILITY FOR CLAIMS AND LIABILITY**

10.1. To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold the HCPS 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 Indemnitor's premises or operations incidental thereto (if applicable), 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 therefrom. Consultant expressly indemnifies HCPS 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.



10.2. In claims against any person or entity indemnified within this indemnification by an employee of the Awarded Consultant, a sub-Contractor, 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 Consultant or a sub-Contractor under Workers' Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

**11. INSURANCE**

11.1. Consultant warrants that it has reviewed and accepted the insurance requirements contained in the attached document.

11.2. The Consultant shall take proper safety and health precautions and protect their work, their employees, the public and the property of others from any damage or injury resulting solely from the performance of the work described herein.

11.3. HCPS shall not be liable for any injuries to the employees, agents, or assignees of the Consultant arising out of, or during the agreed upon work relating to this agreement.

11.4. The Consultant has in force, or shall obtain, and will maintain insurance in not less than the amounts specified and in accordance with the requirements contained in the attached insurance requirements.

**12. STAFF**

The Consultant shall utilize the personnel named and/or otherwise identified in its proposal to perform services required. In the event that any of the personnel named are unable to perform because of death, illness, resignation from the Consultant's employ, or similar reasons, the Consultant shall promptly submit to the Agreement Administrator, in writing, the name and qualifications of the proposed replacement. No substitutions shall be made without the proper written approval of the Contract Administrator/Purchasing Agent and the Supervisor of Purchasing.

**13. 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-Contractors) 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.

**14. NONDISCRIMINATION**

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

14.2 The Board of Education of Harford County is committed to providing an inclusive and welcoming environment for all students, employees, and members of the school community. In accordance with Title IX of the Education Amendments of 1972, Title VI of the Civil Rights Act of 1964, and Title VII of the Civil Rights Act of 1964, the Board of Education of Harford County prohibits discrimination based on sex, race, color, national origin, religion, or any other protected characteristic in any program or activity it operates.

14.3 Inquiries or concerns about your rights related to Title IX can be directed to our Title IX Coordinator, Dr. Eric Davis, at 102 South Hickory Ave, Bel Air, MD 21014, 410-588-5202, or [TitleIX@hcps.org](mailto:TitleIX@hcps.org). Inquiries related to your rights under Title VI or Title VII can be directed to our Coordinator of Investigations, Dr. Renee McGlothlin, at 410-809-6087 or [Renee.McGlothlin@hcps.org](mailto:Renee.McGlothlin@hcps.org). Harford County Public Schools' non-discrimination policy can be accessed here: [NON-DISCRIMINATION POLICY: \(hcps.org\)](#) and found on the HCPS website under Board of Education Policies and Procedures. Harford County Public Schools' non-discrimination statement can be accessed here: [NON-DISCRIMINATION STATEMENT: \(hcps.org\)](#) and found on HCPS' homepage.

14.4 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.

14.5 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.

**15. NON-HIRING OF EMPLOYEES BY AWARDED CONSULTANT OR HCPS**

15.1 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.

15.2 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 employed, become or be an employee of the party or parties hereby contracting with the Awarded Bidder or any unit thereof.

**16 FINANCIAL DISCLOSURE**

The Awarded Bidder shall comply with the provisions of Section 14-103.1 of the Election Law 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 \$200,000 or more, shall within fifteen (15) business days after the award of any contract, lease, or other agreement that causes the cumulative value to reach \$200,000 or more, file with the State Board of Elections certain specified information to include disclosure of beneficial ownership of the business.

**17 POLITICAL CONTRIBUTION DISCLOSURE**

Awarded Bidder shall comply with the provisions of Section 14-101 et seq. of the Election Law Article, Annotated Code of Maryland, 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 \$200,000 or more, shall file with the State Board of Elections certain specified information to include disclosure of political contributions of \$500 or more to a candidate for elective office in any primary or general election.

**18 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.

**19 LANGUAGE/GENDER**

19.2 Proposer, Consultant, vendor, consultant, firm and Agreement all have the same meaning and may be used interchangeably.

19.3 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.

19.4 Proposal and offer all have the same meaning and can be used interchangeably.

**20 DISSEMINATION OF INFORMATION**

During the term of this agreement, the Consultant shall not release any information related to the services or performance of the services under this agreement nor publish any final reports or documents without prior written approval of HCPS.

**21 CONSULTANT'S OBLIGATION**

21.2 The Consultant 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.

21.3 The Consultant shall perform the services with that standard of care, skill, and diligence normally provided by a consultant in the performance of services similar to the services hereunder.

21.4 Notwithstanding any review, approval, acceptance, or payment for the services by HCPS, the Consultant shall be responsible for professional and technical accuracy of its work furnished by the Consultant under this agreement.

21.5 HCPS review, approval, or acceptance of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to HCPS in accordance with applicable law for all damages to HCPS caused by the Consultant's negligent performance of any or the services furnished under this Agreement.

21.6 The rights and remedies of HCPS provided for under this Agreement are in addition to any rights and remedies provided by law.

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

21.8 Any deviations to the specifications or statement of work must be clearly noted in detail by the Consultant, in writing, at the time of submittal of the formal proposal.

21.9 The Consultant shall and will, in good professional manner, do and perform all services, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this Agreement, within the time herein specified, in accordance with the provisions of this Agreement and said specifications and in accordance with the specifications covered by this Agreement and any and all supplemental specifications, and in accordance with the directions of the Board of Education as given from time to time during the progress of the work. The Consultant shall observe, comply with and be subject to all terms, conditions, requirements and limitations of the Agreement and Specifications and shall do, carry on and complete the entire work to the complete satisfaction of the Board of Education.

21.10 Consultant may be required pursuant to the Business Regulation Article of the Maryland Code, to provide proof of Certificate of Registry.

**22 CHANGES, ALTERATIONS, OR MODIFICATIONS**

22.2 HCPS shall have the right, at its discretion, to change, alter, or modify the services provided for in this agreement and such changes, alterations, or modifications may be made even though it will result in an increase or decrease in the services of the Consultant or in the Agreement cost thereof.

22.3 If such changes cause an increase or decrease in the Consultant's cost of, or time required for, performance of any service under this Agreement, whether or not changed by an order, an equitable adjustment shall be made and the Agreement shall be modified in writing accordingly. Any claim of the Consultant for adjustment under this clause must be asserted in writing with thirty (30) days from the date of receipt by the Consultant of the notification of change unless the Contract Administrator or his duly authorized representative grants a further period of time before the date of final payment under the Agreement. Written modifications must adhere to the requirements set forth in paragraph 1.1 of this Agreement.

22.4 No services for which an additional cost or fee will be charged by the Consultant without prior written authorization of a change order. Any changes to the scope of the Services must be made in writing and signed by both parties ("Change Order") or if the Change Order is made via email to the other party's designated contact person, the receiving party will have five business days to reject the Change Order. Each accepted Change Order will be incorporated herein by reference and subject to the terms and conditions of this Agreement.

**23 SUB-CONTRACTOR OR ASSIGNMENT**

The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and their respective successors and assigns, provided any such General Provisions for Professional Services successor to the Consultant, whether such successor or assign be an individual, a partnership, or a corporation, is acceptable to HCPS, and neither this Agreement or the services to be performed thereunder shall be a sub-Contractor, or assigned, or otherwise disposed of, either in whole or in part, except with the prior written consent of HCPS.

**24 DELAYS AND EXTENSIONS**

The Consultant shall pursue the work continuously and diligently and no charges or claims for damages shall be made by the Consultant for any delays, acceleration, or hindrance, from any cause whatsoever, during the progress of any portion of the services specified in this agreement. Such delays, acceleration, or hindrances, if any, may be compensated for by an extension of time for such a reasonable period as HCPS may decide. Time extensions will be granted only for excusable delays such as delays beyond the control of and without the fault or negligence of the Consultant.

**25 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.

**26 CRIMINAL HISTORY RECORDS CHECKS FOR CONTRACTORS**

Amendments to Section §5-551 of the Family Law Article of the Maryland Annotated Code effective October 1, 2023, require each employee with a local school system undergo a criminal history records check and fingerprinting if such individual will work in, on or about school premises and if the individual will care for or supervise children in the facility or have access to children who are cared for or supervised in the facility.

Contractor shall cause any employee, if such employee may or will work in, on or about school premises and may, or will have direct, unsupervised and uncontrolled access to children, to undergo a criminal history records check, including fingerprinting. Such criminal history records check and fingerprinting shall meet the requirements of Section §5-550 to §5-559 of the Family Law Article of the Maryland Annotated Code.

The cost of such criminal history records 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 history records check.

**27 EMPLOYMENT OF CHILD SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS**

**27.1 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.**

27.2 Contractor acknowledges and agrees that, pursuant to Section §6-113 of the Education Article of the 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.

27.2.1 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;

27.2.2 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

27.2.3 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) home invasion; (18) a felony offense under Title 3, Subtitle 11 of this article; (19) an attempt to commit any of the crimes described in items (1) through (18) of this list; (20) continuing course of conduct with a child under §3-315 of the Criminal Law Article; (21) assault in the first degree; (22) assault with intent to murder; (23) assault with intent to rape; (24) assault with intent to rob; (25) assault with intent to commit a sexual offense in the first degree; and (26) assault with intent to commit a sexual offense in the second degree.

27.3 Direct, unsupervised, and uncontrolled access to students is prohibited for any person convicted of any crime identified under Section 27.2. If you, as the Contractor/Site Supervisor, witness or suspect any such employee(s) entering into a student area, action must be taken immediately to rectify the situation.

27.4 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. Violation of this paragraph may result in termination of the agreement at HCPS's discretion.

**28 LABOR AND RATES OF PAY**

28.1 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.

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

**29 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.

**30. IT ACCESSIBILITY PROGRAM**

30.1 Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended, is a federal law that requires agencies to provide individuals with disabilities equal access to electronic information and data comparable to those who do not have disabilities, unless an undue burden would be imposed on the agency. The Section 508 standards, which are periodically updated, are the technical requirements and criteria that are used to measure conformance within this law. More information on Section 508 and the technical standards can be found at [www.section508.gov](http://www.section508.gov).

30.2 Section 508 requires agencies, during the procurement, development, maintenance, or use of Information and Communication Technology (ICT), to ensure that individuals with disabilities have access to and use of ICT information and data comparable to that afforded to individuals without disabilities (i.e., "ICT accessibility"), unless an undue burden would be imposed on the agency. The Section 508 technical standards incorporate the Web Content

Accessibility Guidelines (WCAG) 2.0 Level A and AA as a baseline for web and digital accessibility. For Maryland public schools and agencies, state law additionally requires conformance with WCAG 2.1 AA for all new or updated digital content and software.

**31. TECHNOLOGY-BASED INSTRUCTIONAL PRODUCTS**

31.1 HCPS is committed to ensuring that digital technology (hardware, instructional software, online resources, and computer-based equipment) is accessible to individuals with disabilities. The Consultant guarantees that all digital tools supplied under this contract meet the accessibility requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1 Level AA and conform to the most recent Section 508 standards for information technology accessibility under the federal Rehabilitation Act of 1973. "Digital tool" is defined pursuant to Md. Code Ann., Educ., § 7-910.

31.2 All online platforms must conform to the guidelines for accessibility as set forth in the WCAG version 2.1 (minimum Level AA conformance). HCPS will only consider vendors whose products conform to these standards. Conformance to the specified standards can be documented through the submission of an up-to-date, complete, and accurate Accessibility Conformance Report (ACR). The ACR must address the leading ICT accessibility standards: Section 508 (U.S.), EN 301 549 (EU), and W3C/WAI WCAG. The ACR must include the latest version of the [Voluntary Product Accessibility Template](https://www.itic.org/) (VPAT®), which can be obtained from the Information Technology Industry Council (ITI) website (<https://www.itic.org/>).

31.3 For digital tools, Consultant is required to submit an accessibility conformance report that includes a Voluntary Product Accessibility Template for any invitation for bids, requests for proposals, procurement contracts, grants, or modifications to contracts or grants. The accessibility conformance report must explain how information and communication technology products, including software, electronic content, and support documentation, conform to the most recent ICT accessibility standards: Section 508 (U.S.), EN 301 549 (EU), and W3C/WAI WCAG. The instructions and the required forms can be found at the General Services Administration (GSA) Section 508 website at <https://www.section508.gov/sell/how-to-create-acr-with-vpat/>.

**31.4 Consultant Notice of Equivalent Access Standards**

In accordance with Md. Code Ann., Educ., § 7-910, "equivalent access" includes the ability to receive, use, and manipulate information and operate controls necessary to access and use information technology, including by nonvisual means, so that a student with disabilities can access the same services as a student without disabilities with substantially equivalent ease of use.

"Equivalent access" includes:

1. Keyboard controls used for input and synthesized speech;
2. Braille; and
3. Other audible or tactile means used for output.

"Nonvisual access" means the ability to receive, use, and manipulate information and operate controls necessary to access information and communications technology through keyboard controls, synthesized speech, braille, or other methods not requiring sight.

**31.5 Accessibility Indemnification and Guarantees**

31.5.1 The Consultant agrees to indemnify and hold harmless HCPS from any costs, expenses, liabilities, or obligations arising from accessibility-related issues involving the digital tools provided under this contract. This indemnification includes the defense of any legal action or proceedings alleging non-compliance with federal or State of Maryland accessibility laws and regulations and payment of any resulting liabilities. This clause will survive the termination of the contract.

31.5.2 Consultant acknowledges that its failure to meet the equivalent access standards established under Subsection (a)(2) of Section 508 of the federal Rehabilitation Act of 1973 or WCAG 2.1 Level AA may face civil penalties set forth in Md. Code Ann., Educ., § 7-910.

31.5.3 For all technology based instructional products, online platforms, and digital tools, Consultant must maintain and improve their digital accessibility in compliance with evolving standards and best practices. Consultant will provide a listing of timelines for expected improvements to the programs. Consultant will establish a mechanism for users to report accessibility issues and ensure prompt resolution of reported problems.

**31.6 Third-Party Technology**

The Vendor acknowledges that supplying third-party technology does not exempt the Consultant from ensuring product compliance with this clause. The Consultant bears sole responsibility for determining the accessibility of such technology and must ensure that it can be edited or remediated as necessary to comply with accessibility standards.

32. **FORCE MAJEURE**

32.1 A party shall not be liable for any failure of or delay in the performance of this agreement for the period that such failure or delay is beyond the reasonable control of a party, materially affects the performance of any of its obligations under this agreement, and could not reasonably have been foreseen or provided against, but will not be excused for failure or delay resulting from only general economic conditions or other general market effects. Such causes may include, but are not limited to, acts of God, nature or the public enemy, terrorism, invasion, insurrection, order of court, judge, or civil authority, strike, stoppage of labor, riot, and unusually severe weather, significant fires, floods, earthquakes, storms, epidemics, pandemics, quarantine restrictions, strikes, freight embargos, government regulation, or governmental authorities, and delays which are not caused by any act or omission.

32.2 If either party is delayed by force majeure, the time of contract completion may be extended by contract modification, for a period of time equal to that delay caused under this condition. HCPS may also consider requests for price increase for raw materials that are directly attributable to the cause of delay. HCPS reserves the right to cancel the contract and/or purchase materials, equipment, or services from the best available source during the time of force majeure, and Consultant shall have no recourse against HCPS. Further, except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure as defined herein.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the day and year first above written.

**ATTEST:**

\_\_\_\_\_  
Name:  
Title:  
Date:

**HARFORD COUNTY PUBLIC SCHOOLS:**

\_\_\_\_\_  
Name: Sean W. Bulson, Ed.D., Superintendent  
Title:  
Date:

**CONSULTANT ATTEST:**

\_\_\_\_\_  
Name:  
Title:  
Date:

**INSERT NAME OF CONSULTANT HERE**

**By:** \_\_\_\_\_  
Name:  
Title:  
Phone:  
Email:  
Date:

**ATTACHMENT I**  
**HOLD/RECALL CONTACT FORM**

School District \_\_\_\_\_

**PROCESSOR HOLD AND RECALL CONTACT INFORMATION**

Name of Processor \_\_\_\_\_

**Primary Contact**

Name \_\_\_\_\_

Office Telephone Number \_\_\_\_\_

Mobile Telephone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

Email Address \_\_\_\_\_

**Back-up Contact**

Name \_\_\_\_\_

Office Telephone Number \_\_\_\_\_

Mobile Telephone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

Email Address \_\_\_\_\_

**PLEASE COMPLETE AND RETURN. NOTIFY THE SCHOOL DISTRICT IMMEDIATELY  
AS CHANGES OCCUR**

## ATTACHMENT J

### COST PROPOSAL Form (To be submitted as the Cost Proposal)

Firm Name: \_\_\_\_\_

#### **TO THE BOARD OF EDUCATION OF HARFORD COUNTY:**

We propose to provide to Harford County Public Schools in accordance with the General Provisions, Scope of Service, and other documents of this Request for Proposal:



Line	Item Description	Current Processor/ Item #	Item #	Servings Per Case	Min Order Quantities	Max Order Quantities	Estimated Annual Usage	Price Per Case Direct Discount	Price Per Case Refund/ Rebate
1	CHEESE, AMERICAN SLICED 4/5# CA	Bongard's #101351		640			880		
2	CHEESE, CHEDDAR SHREDDED 4/5# CA	Bongard's #755191		320			160		
3	CHEESE, MOZZARELLA SHREDDED 4/5# CA	Bongard's #755071		320			160		
4	CHEESE, PEPPERJACK SLICED, 4/5# CA	Bongard's #114441		160			80		
5	CHEESE, PROVOLONE SLICED 8/1.5#	Bongard's #114461		160			140		
6	CHEESE, STRING 1OZ, 168/CA	Bongard's #402951		168			500		
7	TURKEY MEDALLIONS	Butterball #89209		133			180		
8 *	TURKEY, THIGH ROAST	Butterball #89204		130			60		
9	CHICKEN, SPICY BITES	Gold Creek #792402		128			528		
10	HAM TURKEY, SLICED	Hormel # 2568-21		62			700		
11	TURKEY, BREAST SLICED	Hormel # 230324		140			200		
12	TURKEY, SMOKED SLICED	Hormel # 231918		96			672		
13	TURKEY, ITALIAN COMBO PK SLICED	Hormel # 209612		64			400		
14	CHICKEN, TINGA	International Food Sol. #18510		250			160		
15	CHICKEN, JAPANESE CHERRY BLOSSOM	International Food Sol. #14839		176			384		
16	CHICKEN, TERIYAKI GF	International Food Sol. #37720		240			384		
17	BEEF, BURGER 2.45OZ	JTM # CP5670		195			800		
18	MARINARA SAUCE	JTM #5703		240			1300		
19	NACHO CHEESE SAUCE JALAPENO	JTM #5708		480			800		
30	PASTA, PENNE ALFREDO	JTM #5764		80			420		
21	PASTA, ROTINI W/MEAT SAUCE	JTM # CP5591		60			210		
22	PORK TACO FILLING	JTM # CP5205		182			2400		
23	SAUSAGE BREAKFAST PATTY	JTM # CP5649		366			288		
24*	BEEF CHILI W/BEANS	JTM # CP579		82			100		

## RFP # 26-SR-008 Commodity Food Processors

25*	PREMIUM THREE CHEESE CAVATAPPI	JTM #5773		80			250		
26	CHEESE, 50% REDUCED FAT YELLOW AMERICAN SLICE *	Land O Lakes #46030		640			880		
27*	CHEESE, 25% RED SODIUM 50% RED FAT AMERICAN SLICE	Land O Lakes #46031		640			800		
28	CHEESE, COLBY JACK CHEESE CUBES	Land O Lakes #44115		200			250		
29*	CHEESE, JALEPEN0 CHEESE SAUCE 6/106 oz	Land O Lakes #39946					600		
30	CHEESE, STRING 1 OZ	Land O Lakes #59701		168			500		
31	CHEESE, MOZZARELLA SHREDDED	Land O Lakes #41698		320			160		
32	CHEESE, PEPPERJACK SLICED	Land O Lakes #44238		160			80		
33	CHEESE, CHEDDAR SLICED	Land O Lakes #44224		160			160		
34	CHEESE, COLBY JACK STICK 1 OZ	Land O Lakes #44875		168			500		
35	CHEESE, STRING 1 OZ	Land O Lakes #59703		200			500		
36	CHEESE, CHEDDAR SHREDDED	Land O Lakes #41749		320			160		
37	PASTA, MAC & CHEESE	Land O Lakes #43284		80			800		
38*	PASTA, MAC & CHEESE, WHOLE GRAIN	Land O Lakes #43274		80			800		
39	POTATO CRINKLE CUT	McCain # OIF00055A		160			1800		
40	POTATO WEDGE	McCain # MCX03626		160			3700		
41	PIZZA, MICKEY'S CHEESE PIZZA	Mickey's #8F		80			800		
42	PIZZA, GARLIC FRENCH BREAD	Nardones #60WGUM2		60			1000		
43*	PIZZA, CHEESE	Nardones #16WFC		64			1000		
44	FRUIT, APPLESauce CUPS 4 OZ	Peterson Farm # ASA10001		96			1024		
45	FRUIT, APPLES SLICED 2 OZ	Peterson Farm #203102		100			800		
46	CHICKEN, SMACKERS	Pilgrims Pride #110452		108			2350		
47	CONDIMENT, KETCHUP	Red Gold # REDYL9P		684			1400		
48	CONDIMENT, SALSA	Red Gold # REDSC99		512			336		
49	CHURRO BITES 440/0.4 oz	Rich's #24409		55			400		
50	CORNBREAD POPPERS	Rich's #18510		128			400		
51	DONUT	Rich's #25221		84			150		

## RFP # 26-SR-008 Commodity Food Processors

52	MOZZARELLA STICKS BREADED	Rich's #65219		82			1600		
53	PIZZA, CRUNCHERS	Rich's #65225		72			2500		
54	WAFFLE FLATBREAD	Rich's #17279		81			150		
55	BEEF, PHILLY STEAK	Tyson #10000059993		128			240		
56	CHICKEN, BREADED DRUMSTICKS	Tyson #666010		90			800		
57	CHICKEN, NASHVILLE TENDERS	Tyson #38479		158			400		
58	CHICKEN, NUGGETS	Tyson #70364		173			800		
59	CHICKEN, Patties	Tyson #70304		173			500		
60	CHICKEN, POPCORN	Tyson #70368		156			800		
61	CHICKEN, PULLED	Tyson #10460210928		60			400		
62	CHICKEN, SPICY Patties	Tyson #70312		132			375		
63	CHICKEN, STRIPS	Tyson #70332		115			1300		
64	MEATBALLS, 0.95 oz	Tyson #97689		172			800		
65*	CHICKEN, BONELESS WING	Tyson #10000051698		154			528		
66*	CHICKEN, MEGA MINI BREADED WAFFLE FLAVORED CHUNKS	Tyson #10000064752		149			250		
67	SAUSAGE, PORK PATTY	Tyson #10000029467		22.84			288		
68*	CHICKEN, MEATBALL 0.576 oz	Tyson #10110260328		55			150		
69	CHICKEN, ORANGE JR	Yang's #15555-5		192			1800		

Offerors shall provide Item #, Min Order Quantities, Max Order Quantities, Price Per Case Direct Discount and Price Per Case Refund/Rebate

\* Items marked with \* on the item number row are not currently utilized on menu but may be utilized during contract period.

## ATTACHMENT K

### ADDITIONAL ITEM AVAILABILITY PROPOSAL Form (To be submitted with the Cost Proposal)

Firm Name: \_\_\_\_\_

#### **TO THE BOARD OF EDUCATION OF HARFORD COUNTY:**

We propose to provide to Harford County Public Schools in accordance with the General Provisions, Scope of Service, and other documents of this Request for Proposal:

Line	Item Description	Item #	Servings Per Case	Min Order Quantities	Max Order Quantities	Price Per Case Direct Discount	Price Per Case Refund/ Rebate
1							
2							
3							
4							
5							
6							
7							
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27							

## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013

Expiration Date: 06/30/2028

<b>1. * Type of Federal Action:</b> <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. * Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. * Report Type:</b> <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
--	--	--

**4. Name and Address of Reporting Entity:**  
☒ Prime    ☐ SubAwardee  
 \* Name   
 \* Street 1  Street 2   
 \* City  State  Zip   
 Congressional District, if known:

**5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:**

<b>6. * Federal Department/Agency:</b> <div style="background-color: yellow; border: 1px solid red; height: 1.2em; width: 390px;"></div>	<b>7. * Federal Program Name/Description:</b> <div style="border: 1px solid black; height: 1.2em; width: 390px;"></div> Assistance Listing Number, if applicable: <span style="border: 1px solid black; display: inline-block; width: 230px; height: 1.2em; vertical-align: middle;"></span>
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<b>8. Federal Action Number, if known:</b> <div style="border: 1px solid black; height: 1.2em; width: 390px;"></div>	<b>9. Award Amount, if known:</b> \$ <span style="border: 1px solid black; display: inline-block; width: 160px; height: 1.2em; vertical-align: middle;"></span>
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**10. a. Name and Address of Lobbying Registrant:**  
 Prefix  \* First Name  Middle Name   
 \* Last Name  Suffix   
 \* Street 1  Street 2   
 \* City  State  Zip

**b. Individual Performing Services** (including address if different from No. 10a)  
 Prefix  \* First Name  Middle Name   
 \* Last Name  Suffix   
 \* Street 1  Street 2   
 \* City  State  Zip

**11.** Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

<b>* Signature:</b> <span style="border: 1px solid black; padding: 2px;">Completed on submission to Grants.gov</span>			
<b>*Name:</b>	Prefix <span style="border: 1px solid black; display: inline-block; width: 70px; height: 1.2em; vertical-align: middle;"></span>	* First Name <span style="background-color: yellow; border: 1px solid red; display: inline-block; width: 200px; height: 1.2em; vertical-align: middle;"></span>	Middle Name <span style="border: 1px solid black; display: inline-block; width: 170px; height: 1.2em; vertical-align: middle;"></span>
	* Last Name <span style="background-color: yellow; border: 1px solid red; display: inline-block; width: 350px; height: 1.2em; vertical-align: middle;"></span>	Suffix <span style="border: 1px solid black; display: inline-block; width: 80px; height: 1.2em; vertical-align: middle;"></span>	
<b>Title:</b> <span style="border: 1px solid black; display: inline-block; width: 260px; height: 1.2em; vertical-align: middle;"></span>	<b>Telephone No.:</b> <span style="border: 1px solid black; display: inline-block; width: 150px; height: 1.2em; vertical-align: middle;"></span>	<b>Date:</b> <span style="border: 1px solid black; padding: 2px;">Completed on submission to Grants.gov</span>	

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