



Office of Purchasing
10910 Clarksville Pike
Ellicott City, Maryland 21042-6198
(410) 313-6723, fax (410) 313-6789

INVITATION TO BID

Produce BID #098.23.B6

To All Interested Bidders:

Re: NOTICE TO BIDDERS
Bid #098.23.B6, Produce

The Howard County Public School System requests your bid for the purchase and delivery of Produce for the Food and Nutritional Service Department to utilize throughout the school system. Produce specifications, delivery locations and times are included in the bid documents.

Bid documents may be obtained on **Thursday, April 6, 2023** at the Howard County Department of Education, Purchasing Office website, <https://purchasing.hcpss.org/business-opportunities>.

Bids shall be submitted electronically via email in their entirety (all pages) in PDF format no later than Thursday, April 27, 2023 at 11:00 A.M. to BidsandProposals@hcpss.org. Bids that contain either more than one file, or files larger than 75MB, shall be inserted into an e-folder and compressed in a .zip file. To ensure delivery, if file size cumulatively exceed 75MB, it is recommended that bidders submit separate emails labeled No.1, No.2, etc. Please do NOT forward or e-mail your submitted Bid proposal to any other address other than to BidsandProposals@hcpss.org.

Email subject lines, Folder names and File names shall include: "Bid Number, 098.23.B6 and Title". In the body of the email please include Bidder's contact person's email and cell phone number for contacting purposes if/when necessary.

It is the bidder's sole responsibility to regularly visit the HCPSS Purchasing web site listed above to download and acknowledge receipt of all Addenda. It is highly recommended that bidders ascertain if they have received all the addenda issued prior to submitting their proposal. Failure of any bidder to receive any such Addenda or interpretation may not relieve such bidder from obligation under his/her proposal as submitted.

All questions shall be directed, in writing, no later than 12:00 P.M., Wednesday, April 19, 2023 to Afua Tisdale, Procurement Specialist, afua_tisdale@hcpss.org. The Howard County Public School System is under no obligation to respond to any questions that are received after the cutoff date and time. Only answers provided via addenda issued by the HCPSS will be binding. Under no circumstances are bidders, including third party vendors or their staff, to contact any other HCPSS Staff, employees or any related constituency for purposes associated with this solicitation, including but not limited to, obtaining or providing information. **Bidders failing to comply with this requirement may be disqualified.**

The Board reserves the right to waive any informalities in, or to reject any or all bids.

Produce
Bid #098.23.B6

Howard County Public School System shall not be responsible for errors or omissions made by the printer or advertising houses which prepare bid documents, addenda, or advertising services.

Certified Minority Business Enterprises are encouraged to respond to this solicitation notice.

Contractors are required to register on eMaryland Marketplace Advantage at [eMaryland Marketplace Advantage \(eMMA\)](#) within five days following notice of award. Maryland law requires local and state agencies to post award notices on eMaryland Marketplace Advantage. This cannot be done without the contractor's self-registration in the system. Registration is free. Failure to comply with this requirement may be considered grounds for default. It is recommended that any interested bidder register with eMaryland Marketplace Advantage regardless of the award outcome for this procurement as it is a valuable resource for bid notification for municipalities throughout Maryland.

Afua Tisdale
Procurement Specialist

Produce
Bid #098.23.B6

THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM
10910 Clarksville Pike
Ellicott City, Maryland 21042
IFB Summary Sheet

SEALED BID FOR:	Produce
BID NUMBER:	098.23.B6
PRE-BID DATE:	N/A
PRE-BID TIME:	N/A
PRE-BID LOCATION:	N/A
LAST DATE & TIME FOR QUESTIONS:	Wednesday, April 19, 2023, at 12:00 PM in writing Submit To: Afua Tisdale at afua_tisdale@hcpss.org
BID OPENING DATE:	Thursday, April 27, 2023
BID OPENING TIME:	11:00 AM
PROCUREMENT SPECIALIST:	Afua Tisdale email: afua_tisdale@hcpss.org

THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM

**FOOD SERVICE
PRODUCE
BID #098.23.B6**

I. INSTRUCTION TO BIDDERS

A. BID PREPARATION

1. One (1) complete set of Invitation for Bid, consisting of: (1) Instructions to Bidders; (2) Terms and Conditions; (3) the Specifications; (4) any plans or drawings made part of the Invitation for Bid; (5) any addenda, shall be provided to each prospective Bidder. The original Bid Price Sheet/Form of Proposal must be returned: (1) with all questions answered; (2) without alteration; (3) with the BID SIGNATURE SHEET or No Bid Reply form properly signed; (4) submitted electronically to BidsandProposals@hcpss.org via e-mail in accordance with the Instructions on the Invitation to Bid. Mailed, hand delivered, or facsimile bids will not be accepted.
2. The remaining documents consisting of all pages of the Invitation for Bid, the Instruction to Bidders, Terms and Conditions, any plans, drawings or extraneous matter, are to be retained by the bidder and will form part of the contract resulting from the Invitation for Bid.
3. It is the Bidder's responsibility to examine and understand all parts of the Invitation for Bid including all parts of the bidding documents, any addenda, drawings, or reference matter.
4. It is highly recommended that individuals preparing bid submittals for this solicitation utilize the Bid Check List enclosed with this document to assure that they have included all of the required items. Failure to include items may cause your bid to be non-responsive.

B. CONTRACT PERIOD

1. The contract period shall be for year from the date of award expected to be July 1, 2023.

C. ISSUING OFFICE

- a) The Issuing Office is:

The Howard County Public School System
Purchasing Office
10910 Clarksville Pike
Ellicott City, Maryland 21042
Attn: Afua Tisdale
(410) 313-1559
afua_tisdale@hcpss.org
<http://www.hcpss.org/about-us/purchasing/>

- b) The Issuing Office shall be the sole point of contact with HCPSS for purposes of preparation and submittal of Bid.

D. QUESTIONS AND INQUIRIES

1. For purposes of preparation and submittal of a bid contact Afua Tisdale, afua_tisdale@hcpss.org of the issuing office. All questions are due by the due date listed on the IFB Summary Sheet.
2. Items affecting the scope of work or conditions of the contract shall be subject to the conditions of Addenda.

D. DUE DATE AND TIME

1. **Bids (Appendix C) shall be submitted electronically via email in their entirety (all pages) in PDF format no later than the time and date specified in the Invitation to Bid to BidsandProposals@hcpss.org in order to be considered for this project/service.** Technical Offers and/or Bids that contain either more than one file, or files larger than 75MB, shall be inserted into an e-folder and compressed in a .zip file. Please Do Not forward or e-mail your Bid submission to any other address other than to BidsandProposals@hcpss.org.
2. **Email subject lines, Folder names and File names shall include: “Bid Number, 098.23.B6 and Title”.** In the body of the email please include Bidder’s contact person’s email and cell phone number for contacting purposes if/when necessary.
3. Electronic signatures, scanned or e-signature, will be accepted. By providing bids electronically to HCPSS, Bidders grant HCPSS an unlimited right to generate additional electronic and/or paper copies for distribution solely for the purpose of evaluation and review.
4. To determine timeliness, the time “received” by HCPSS will be verified by the time stamp on HCPSS’s email server. Technical Offers and/or Bids arriving after the due date and time will not be accepted. Bidders will be notified by email.
5. Late Bids cannot be accepted. Any bids received after the time and date specified, or by a different method or location will not be opened or given any consideration. HCPSS recommends against the delivery by hand, by mail or delivery services. Bids delivered to the central mailroom, front desk, or the purchasing Office will not be considered. All Bids must be submitted electronically in accordance with the instructions on the Invitation to Bid.

E. INCLEMENT WEATHER OR OTHER UNANTICIPATED HCPSS CLOSINGS

1. In the event that Howard County Public Schools are closed for students on the scheduled bid due date, but the Purchasing Office located in the Administrative/Central Offices are open then the bids will be due as specified in the original documents. In the event the Schools have a delayed opening on the date bids are due, the bid date and time will not change. In the event that the HCPSS Administrative/Central Offices are closed as the result of inclement weather or for other unanticipated reasons, Bids will be due on the next day that the Administrative/Central Office is officially open, at the same time specified. It is the bidder’s responsibility to check the closure announcements.

F. ADDENDA AND CHANGES

1. HCPSS reserves the right to change the contents of this solicitation. Changes will be made in the form of written addenda and posted to the HCPSS Purchasing web site at <https://purchasing.hcpss.org/business-opportunities>.

2. It is the bidder's sole responsibility to monitor the Purchasing web site prior to submitting their bid and acknowledge receipt of said addenda on the proper bid form. Failure to do so may result in non- receipt of important information and may not relieve such bidder from any obligation under his/her bid submittal.

G. WITHDRAWAL OF BIDS

1. Bids may be withdrawn by written, facsimile, or telegraphed notice if given prior to the time and date specified for the return of bid. Telephone calls for these purposes are not acceptable.
2. No bid shall be withdrawn after the scheduled closing time for opening bids.

H. ERRORS IN BIDS

1. Failure of the Bidder to thoroughly understand all aspects of the Invitation for Bid before submitting his bid will not act as an excuse to permit withdrawal of his bid nor secure relief or plea of error.
2. Neither law nor regulation makes allowance for errors of omission on the part of the Bidders.

I. TAXES

1. The Howard County Public School System is tax exempt, and the price quoted shall not include federal excise taxes, state or local taxes, or use taxes.

J. TRADE DISCOUNTS

1. All prices offered must be the lowest net price after trade discounts have been considered. Bids offering a percentage off list prices will not be accepted unless: (1) specifically requested in that manner; (2) two copies of the referenced price list accompany the bid.

K. TIME DISCOUNTS

1. Prompt payment discounts are solicited and will be treated as follows:
2. Discounts offered which allow a minimum of twenty (20) days to qualify will be deducted from prices offered in the bid for the purpose of determining the lowest price offered.
3. Discounts offering less than twenty (20) calendar days will not be deducted from price offered for the purpose of determining the lowest price, but will be taken if payment is made within the discount period.
4. In computing prompt payment discounts the date of delivery of the supplies or completion of services or receipt of correct invoices in the offices specified will be considered and the later date prevail.

L. MULTIPLE PRICES

1. Regardless of the availability of several items that perform the same function as the item(s) described in the solicitation, the bidder must decide which item to offer and submit one price only.

M. BRAND NAME OR EQUAL

1. Where a particular manufacturer's brands or models are referenced, it is to be interpreted as being descriptive and not restrictive. Bids will be considered on models or brands or products of manufacturers other than those cited if accompanied by catalogs, test reports, brochures, or other descriptive literature

and supporting data, sufficient in detail to permit evaluation of the item offered without further reference. It is the responsibility of the Bidder to provide the foregoing with the bid or prior to the time and date set forth for return of the bid.

2. When only one manufacturer or model is referenced, the absence of anything to the contrary will be interpreted as a bid on the exact item specified.
3. Where several manufacturers of models are referenced as being equally acceptable and the bidder does not indicate what particular model or brand he is bidding on, the Purchasing Office shall have the right to select the brand or model referenced.

N. SPECIFICATIONS

1. **Bidders offering items other than those specified must state the product name and manufacturer and, as well, submit detailed technical specifications for each item. All data submitted must contain sufficient information to facilitate equating the offer.**
2. Failure to submit the above required information prior to or with the bid may result in rejection of the item.

O. PROPOSED SUBSTITUTIONS

1. Bidders bidding on a substitute MUST submit product literature prior to bid due date or with their bid. Referencing literature shall be accompanied by complete submittals in accordance with the specification of catalogs, test reports, brochures, and other descriptive literature and supporting data, sufficient in detail to permit evaluation of the proposed substitution without further reference. Bids received for items without the required literature will not be considered responsive.
2. The Howard County Public School System shall be the sole authority as to whether items meet specifications or are an approved equal, and further reserves the right to reject any or all proposals or waive any informality which may appear to be in its best interest.

P. BID ACCEPTANCE

1. Unless otherwise stated by the Bidder in his bid, prices offered will be considered to allow (120) days for acceptance.
2. The Howard County Public School System reserves the right to accept or reject any and all bids, in whole or in part, received as a result of this bid or to waive minor irregularities, in any manner necessary, to serve the interest of The Board of Education. HCPSS further reserves the right to award in full, make multiple awards, partial awards, or to make no award at all.

Q. BIDDER'S QUALIFICATIONS

1. Bidders may be required to furnish satisfactory evidence that they are qualified dealers or manufacturers of the items listed, or regularly engaged in performing the services on which they are bidding, and in both cases maintain a regularly established place of business. An authorized representative of The Howard County Public School System may visit any prospective contractor's place of business to determine his ability, capacity, reliability, financial stability, and other factors necessary to perform the contract.
2. Bidders must be authorized distributors for items listed in this bid. The Howard County Public School System reserves the right, before awarding the contract, to

require Bidders to submit evidence of qualification as it may deem necessary, in order to determine the Bidder's qualifications and abilities.

R. SIGNATURE TO BID

1. The section titled "BID SIGNATURE SHEET" shall be completed to provide all the information requested and signed by the person or persons legally authorized to sign contracts.

S. CONTRACT AWARD

1. A single contract award will be made by the Board of Education to the lowest responsible Bidder who conforms to the specifications with consideration given to quantities involved, time required for delivery, purpose for which required, competency and responsibility of the Bidder(s), the ability of the Bidder(s) to perform satisfactory service, and the plan for utilization of minority Contractors.
2. In the event of tie bids where all factors are equal, award shall be made to the Howard County Bidder, the out of county Bidder but incorporated in Maryland, and the Bidder not incorporated in the state of Maryland, in that order of preference. If Bidders within one of these geographical designations are equal as to all factors of consideration, the award shall be made by the toss of a coin.
3. The Board of Education of Howard County reserves the right to reject any or all bids, in whole or in part to make partial awards, to waive any irregularity, to increase or decrease quantities where quantities are shown and may reject any bid which indicates any omission, contains alteration of form or additions, or imposes conditions or offers alternate items and may make any award which is deemed in the best interest of The Howard County Public School System.

T. BASIS FOR AWARDING BIDS

1. It is the intent of The Howard County Public School System to award on an item to item basis to the lowest responsive Bidder(s) meeting specifications. The Howard County Public School System retains the right to award item-by-item, group-by-group, in full, or to make no award at all.
2. The Howard County Department of Education shall be the sole authority as to whether items meet specifications or are an approved equal and further reserves the right to reject any or all proposals or waive any informality which may appear to be in its best interest.

U. OPENING PROCEDURES

1. Sealed bids will be opened at the Department of Education at the designated time and place. The Purchasing Officer for The Howard County Public School System shall record the bid pricing of each submittal and post a bid tab to the Howard County Public Schools Purchasing website for public view.
2. During the period of evaluation, no Bidder shall contact any member or employee of the Howard County Public School System concerning award. Such action may result in the Bidders offer being removed from evaluation and rendered nonresponsive.

V. SAMPLES

1. When requested, samples shall be delivered to the Howard County Department of Education prior to the scheduled bid opening. Samples are not required when none are requested. Samples shall be properly labeled to indicate name of Bidder, date of bid opening, bid number, and item number. In the event the Purchasing Office requests a sample after the bid opening, the sample shall be delivered within

five (5) days of request for award consideration. Delivery of samples shall be to: The Howard County Public School System, Attn: Purchasing, 10910 Clarksville Pike, Ellicott City, Maryland 21042.

2. In the event a sample is consumed or destroyed in the evaluation process, The Howard County Public School System shall be held harmless and not liable for any cost of sample(s).
3. Samples must be picked up within ten (10) days after contract award, after which samples will be considered abandoned and will become the property of the Board of Education.
4. Samples from the successful Bidder may be held during the contract performance period as a standard of quality and will be available for return upon contract completion.

W. INSURANCE

1. See ATTACHMENT A, INSURANCE REQUIREMENTS.
2. **Bidders shall submit a copy of insurance certificate with their bid.**

X. BUY AMERICAN:

1. HCPSS Food and Nutrition Services will adhere to "Buy American" for the food service program. Therefore Food Service is required to purchase, to the maximum extent possible, domestic products for use in meals served in our Child Nutrition Program. However, Exceptions are allowed when:
 - a) Food preferences can only be met with foreign goods
 - b) Insufficient quantity and/or quality is available in the USA
 - c) Domestic cost is significantly higher

Y. DEBARMENT AND SUSPENSION:

1. **See ATTACHMENT B, SUSPENSION AND DEBARMENT CERTIFICATION.**
2. **Bidders are required to submit a signed Attachment B along with their Bid Price Sheet at time of bid.**
3. For all food service contracts to be paid with Federal assistance expected to equal or exceed \$25,000.00, HCPSS Food and Nutrition Services will obtain verification regarding debarment, suspension, ineligibility, and voluntary exclusion.

To meet this requirement HCPSS Food and Nutrition Services shall check the Federal Excluded Parties List System at the site below and document that the vendor has not been debarred or suspended. Verification will occur prior to a vendor being chosen and before a contract has been offered.
<https://sam.gov/content/exclusions>.

Z. ETHICS REGULATIONS

1. The Board of Education of Howard County has adopted an Ethics Regulation policy. Required by the Annotated Code of Maryland, these Ethics Regulations cover members of the Board of Education, the Superintendent, and all employees; and it specifies limits of participation of these individuals with entities doing business with The Howard County Public School System. For a copy of the regulations, please contact the Purchasing Office, Howard County Department of Education (410) 313-6644.

II. TERMS AND CONDITIONS

A. INTENT

1. It is the intent of this bid to establish a contract to produce for 11 locations within The Howard County Public School System Food and Nutrition Services office in accordance with the bid documents. Any new schools or additions to existing schools during the contract period shall be added to the list of delivery locations and be subject to the terms and conditions of the contract.

B. QUOTATIONS

1. No bid shall be considered which contains an escalator clause, minimum delivery amounts other than that indicated, packaging or delivery charges, or any add-on or irregular figures. **The prices offered shall be the final cost to The Howard County Public School System.**

C. PRICE

1. Unit prices shall be all inclusive and include all freight, delivery, set up, disposal and training costs to The Howard County Public School System.

- D. The contract period will be for a period of one year from July 1, 2023 through June 30, 2024, and is renewable for five (5) additional one-year periods at the sole option of The Howard County Public School System.

E. CONTRACT

1. If this bid is accepted and awarded, it will become the contract. All parts of this bid, including the bid documents, any addenda, amendments, modifications, or any other extraneous matter incorporated by reference, will be applicable to any contract(s) awarded as a result of this invitation to bid.

F. HCPSS CONTRACT MANAGER

1. The Howard County Public School System's Contract Manager, Mr. Brian Ralph, Director, Food and Nutrition Services (410) 313-6736, shall be responsible for the day-to-day administration of the contract upon award by the Howard County Public School System. All communications after award shall be directed to the Contract Manager (or designee) only. No instructions, directions, and information shall be given to the Contractor by any other HCPSS personnel.

G. FUNDING

1. The contractual obligation of the Board of Education under any resulting contract is contingent upon the availability of appropriated funds.

H. PRICE ADJUSTMENTS

1. Annual price adjustments will be considered. The Howard County Public School System will consider adjustments based on the following conditions:
2. Labor rates based upon federal minimum wage increases and decreases in the Consumer Price Index (CPI-W), Baltimore Region, as published by the Bureau of Labor Standards (increases above a 10% cap will not be considered). Adjustments will be calculated by comparing the current index with the previous index available when contract was established so as to determine the change in index points. The point change will then be divided by the price index to obtain the percentage of change. The percentage of change will then be multiplied by .75 to obtain the adjustment to be applied to the current prices.

3. Price increases outside of the control of the Vendor awarded the contract during the term of the contract. However, such increases will be a "pass through" to the Howard County Public School System with no mark-up by the vendor allowed. For such price increases to be considered, documentation from the manufacturer applying the price increase must accompany a written request from the Vendor.
4. In order to receive consideration for a price increase, the Vendor must submit to The Howard County Public School System sixty (60) days prior to contract expiration, a statement of any change in price to be applied.
5. Price increase requests will not be considered if not accompanied with the proper information.

I. REFERENCES

1. The Howard County Public School System reserves the right to contact any references available in order to evaluate product.

J. SCHOOL CALENDAR

1. The school calendar shall acquaint bidders with the days schools have scheduled closings. It shall be the successful Bidder's responsibility to become aware of nonscheduled closings due to inclement weather or other causes. 2. See <http://www.hcpss.org/calendar/> for current calendar.

K. MATERIAL SAFETY DATA SHEETS

1. Pursuant to Occupational Safety and Health Act (OSHA) 29CFR1910, where applicable, MSDS for the products supplied or used as a result of this contract must be attached to each shipment of product as well as mailed to: The Howard County Public School System Safety, Environment & Risk Management 10910 Clarksville Pike Ellicott City, MD 21042
2. MSDS must show the contract number under which the products were supplied or used.

L. ESTIMATED QUANTITIES

1. Quantities indicated are estimated and are not to be construed as actual quantities to be ordered. The Howard County Department of Education reserves the right to increase or decrease quantities as it may deem necessary relative to need and/or the availability of appropriated funds.

M. ORDERS

1. Orders shall be in the form of an official Howard County Public School System Purchase Order. No deliveries are to be made under any contract resulting from this bid without a purchase order.
2. The Howard County Public School System reserves the right to order awarded items as needed throughout the contract year at no additional charge to the school system.

N. PROCUREMENT CARD

1. The Howard County Public School System utilizes a Purchasing Card Program. Purchases resulting from this solicitation may be made through a Visa/Mastercard credit card. Bidders are prohibited from charging any additional costs/fees above and beyond the established contract prices to process such orders. Bidders lacking Visa/Mastercard capability should contact the Purchasing Office.

O. BILLING AND PAYMENT

1. The contractor shall submit invoices to the Howard County Department of Education, Food and Nutrition Services Office, 5451 Beaverkill Road, Columbia, MD 21044 at the completion of each delivery. The invoice must contain the following information:
 - a) Purchase Order Number
 - b) Name of school
 - c) Description of equipment and quantities
 - d) Delivery and completion date
 - e) Total due

P. DELIVERY

1. All orders shall be delivered FOB destination to the designated School(s) location(s), (see link to [School List](#)), **within seven (7) days from the date the order is placed.**
2. The Contract Manager, Mr. Brian Ralph, 410-313-6736 shall be contacted 48 hours prior to delivery.
3. Deliveries shall be made between 8:30 a.m. - 2:30 p.m., Monday through Friday, except holidays. Delivery time shall be as specified by the Contract Manager or as stated on the purchase order. All equipment shall be delivered inside, unpacked, assembled, set in place and installed by the successful contractor. All residual debris (packaging, boxes, old equipment, etc.) shall be removed from the premises by the contractor.
4. Upon delivery, HCPSS personnel shall have the right to inspect equipment and reject any items that, in their opinion, are damaged or do not conform to the order specifications. Rejection may be at the time of, or after, delivery. The contractor shall be required to remove the rejected items within 72 hours of notification and shall be required to replace such items within 14 days of notification at no additional cost to The Howard County Public School System.
5. The Howard County Public School System will not sign for or assume responsibility of deliveries until they have been properly unloaded by the Contractor's delivery personnel at the school location.

Q. LABELING

1. Purchase order number, description of equipment, and quantities must be identified on all tickets for items delivered.

R. DAMAGE

1. Successful Bidders will be held responsible for, and be required to make good at their own expense, any and all damage done or caused by the Bidder or by their employees while executing the contract.

S. ASBESTOS, HAZARDOUS OR TOXIC SUBSTANCES

1. No products shall contain asbestos materials. Any products from Vendor/supplier found to be containing asbestos materials shall be promptly removed from HCPSS property at the expense of the Vendor/Supplier.
2. Vendor/Supplier may be required to submit documentation stating that the products bid do not contain asbestos materials.
3. Bidders must comply with all applicable Federal, State, and County laws, ordinances and regulations pertaining to shipping, handling, distribution and

access to information about hazardous and toxic substance and as amended from time to time.

T. PERFORMANCE REQUIREMENTS

1. All items are to be UL tested.
2. The descriptions and standards identified for each item are minimally acceptable performance criteria as determined by the Board of Education. The Board of Education shall be the sole determinant as to whether products meet or exceed criteria. The owner's personnel shall have the right to reject any items which, in their opinion, do not conform to standards. Rejection may be at time of, or after, delivery. The Contractor shall be required to remove rejected items within 72 hours of notification.

U. SITE INVESTIGATION

1. By submitting a bid the Contractor acknowledges that they have investigated and satisfied themselves as to the conditions affecting the work, including, but not restricted to, those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, and electric power. Any failure by the Contractor to acquaint themselves with the available information will not relieve them from responsibility for estimating properly the cost of successfully performing the work. HCPSS shall not be responsible for any conclusions or interpretations made by the Contractor of the information made available by HCPSS.

V. IDENTIFICATION

1. All contractor personnel, working in or around buildings designated under this contract, shall have a valid driver's license or photo ID in their possession at all times and wear distinctive uniform clothing while on the school system's premises.
2. Contractors will be required to provide identification and sign-in and sign-out at the front office at each site on a daily basis during the course of each project.
3. The contractor shall determine and provide additional personal protective equipment required for the safe performance of work. Protective clothing, equipment, and devices shall, as a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used. Vehicles used by the contractor must be identified in accordance with state and local regulations and, if applicable, be labeled with an appropriate license number identifying the company's business license.

W. SUBCONTRACTORS

1. Bidders shall note on the Bid Price Sheet the names of any subcontractors proposed to complete any portions of work under this contract. Subcontractors may not be employed to perform any work under any resulting contract(s) unless specifically approved by the Contract Manager.
2. Nothing contained in these contract documents shall create any contractual relation between any subcontractor and the Howard County Public School System.

X. PERMITS, CODES, AND LAWS

1. All work shall be in accordance with the following rules and regulations and any applicable laws:
 - (1) National Fire Protection Association (NFPA)
 - (2) Basic National Building Code (BOCA)
 - (3) State Building Code (SBC)

- (4) Local Building Codes (LBC)
- (5) National Electrical Code (NEC)

- 2. Where any of the above are at variance with the drawings and Specifications, the code requirements shall take precedence, and any cost necessary to meet these shall be included in the Contract.
- 3. The Contractor is assumed to be skilled in the trade, and is solely responsible for compliance with OSHA regulations, performing the work in a safe and competent manner and in installation procedures required for this work. All supervision assigned to this project shall be experienced in this type of work. This Contractor's superintendent shall be designated as the "safety inspector," unless the Contractor appoints another.

Y. SITE WORK REQUIREMENTS

- 1. Contractor is responsible to work in a neat and orderly fashion, such as to minimize disruption of Owner's employees. Job site shall be kept clean and free of debris.
- 2. Contractor shall work between the hours affirmed by the school system's Contract manager. The Contract manager must approve any work performed outside of these hours.
- 3. Owner will not provide storage for the Contractor's tools, equipment, and materials. Owner does not assume responsibility for the security of these items.

Z. WARRANTY

- 1. The equipment shall carry a standard factory warranty against defects in parts and workmanship for the time period stated in the product warranty specifications and/or for one (1) year from date of acceptance.

AA. TERMINATION FOR DEFAULT

- 1. When the Contractor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of The Howard County Public School System. Failure on the part of the Contractor to fulfill contractual obligations shall be considered just cause for termination of the contract and the Contractor is not entitled to recover any costs incurred by the Contractor up to the date of termination. In the event of default of contract as determined by The Howard County Public School System, the Contract Manager may procure contract items from other sources. The Contractor found in default will be held responsible for all costs incurred

BB. TERMINATION FOR CONVENIENCE

- 1. The Howard County Public School System may terminate this contract, in whole or in part, without showing just cause upon giving written notice to the Contractor. The Howard County Public School System shall pay all reasonable costs associated with the contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the contract. However, the Contractor shall not be reimbursed for any anticipatory profits which have not been earned up to the date of termination.

CC. VENDOR CONTRACT ADMINISTRATION

- 1. Bidders shall designate internal and external contract administrators to administer the contract. Bidders are to list the names and telephone numbers in the appropriate space on the CONTRACTOR INFORMATION sheet for these individuals.

DD. MULTI-AGENCY PARTICIPATION

1. Under §5-112, Paragraph (3) of the Education Article of the Annotated Code of Maryland HCPSS may with Board of Education approval participate in contracts for goods or commodities that are awarded by other public agencies or by intergovernmental purchasing organizations if the lead agency for the contract follows the public bidding procedures. HCPSS therefore reserves the right to extend the terms and conditions of this solicitation to any and all other 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 it's territories. This shall include but not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies.
2. Each participating jurisdiction or agency shall enter into its own contract with the Award Bidder(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Award

EE. MINORITY BUSINESS ENTERPRISE PARTICIPATION

1. Certified Minority Business Enterprises are encouraged to respond to this solicitation notice. Minority Business Enterprise participation shall be as defined by the procedures established for State of Maryland funded public school construction projects.
2. The contractor or supplier who provides materials, supplies, equipment, and/or services shall attempt to achieve the established goals determined for each project from certified minority business enterprises. The bidder or offeror agrees to make a good faith effort to achieve the established goals when applicable.

FF. TOBACCO FREE AND ALCOHOL/DRUG FREE ENVIRONMENT

1. The Howard County Public School System maintains a tobacco, alcohol/drug free environment. The sale or use of tobacco, alcohol or drugs, in any form, or related product, is prohibited in school buildings and grounds at all times. Persons found violating this policy will be requested to remove the product and themselves from school premises.

GG. CRIMINAL HISTORY BACKGROUND CHECKS

1. All employees, agents, or representatives of the awarded Contractor who will be performing work on any phase of the contract arising out of this Bid may be subject to a criminal history background check by the school system. Such persons, if requested by the school system, must provide fingerprints and other required information to facilitate such a check, as well as the necessary fees to obtain such a check from the federal or state government. At the completion of a background check, the school system may, at its sole discretion, decide that a particular employee, agent, or representative of the Contractor be barred from school system property.

HH. CHILD SEX OFFENDER NOTIFICATION

1. Sex Offender Requirement: Maryland law requires certain sex offenders to register with the local law enforcement agency; See Maryland Annotated Code, Criminal Procedure Article, §11-704. One of the purposes of this law, is to inform school

systems when a Registered Sex Offender is residing or working in the area. When the sex offender registers, the local police are required to notify the Superintendent of Schools, and the Superintendent, in turn, is required to send a notice to school principals.

2. As a contractor working for Howard County Public School System (HCPSS), we require that you do not employ Registered Sex Offenders to work on projects for our school system if they, as a result, are required to perform delivery, installation, repair, construction or any other kind of services on HCPSS property. Further, Maryland Law that became effective June 22, 2006, requires that any person who enters a contract with a county board of education or a non-public school "may not knowingly employ an individual to work at a school" if the individual is a registered sex offender; See §11-722 Criminal Procedure Article. An employer who violates this requirement is guilty of a misdemeanor and if convicted may be subject to up to five years imprisonment and/or a \$5,000 fine.
3. Each contractor shall screen their work-forces to ensure that a Registered Sex Offender does not perform work at a county public school and also ensure that a subcontractor and independent contractor conducts screening of its personnel who may work at a school. The term "work force" is intended to refer to all of the contractor's direct employees and subcontractors and/or independent contractors it uses to perform the work. Violations of this provision may cause HCPSS to take action against the contractor up to and including termination of the contract.
4. Effective July 1, 2015, amendments to § 6-113 of the Education Article of the Maryland Code further require that a contractor or subcontractor for a local school system may not knowingly assign an employee to work on school property with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of, or pled guilty or nolo contendere to, a crime involving a sexual offense, child sexual abuse and crimes of violence.
5. The contractor shall submit to HCPSS a listing of any employees assigned to perform under this agreement and certify that the necessary criminal history records checks have been conducted and that each employee complies with the requirements.

II. INDEMNIFICATION

1. The Awarded Contractor shall be responsible for any loss, personal injury, expense, death and/or any other damage which may occur by reason of Contractors acts, negligence, willfulness or failure to perform any of its obligations under this agreement. Furthermore any acts on the part of any agent, director, partner, servant or employee of the Contractor are deemed to be the Contractors acts. Contractor agrees to indemnify and hold harmless the Howard County Public School System and its Board of Trustees, Employees, Agents and Students from any claim, damage, liability, expense, and/or loss, including defense costs and attorney fees, arising directly or indirectly out of the Contractor's performance under this agreement. The indemnification obligation of the successful Contractor shall include, but shall not be limited to injuries to individuals and property of individuals who are not parties to the contract. In addition the indemnification obligation of the successful Contractor shall cover the acts or omissions of any subcontractors hired by the successful Contractor. Furthermore, the indemnification obligation of the successful Contractor shall survive termination of the contract for any reason.

JJ. RESOLUTION OF DISPUTES

Produce
Bid #098.23.B6

1. Bid rejection for non-responsiveness and/or non-responsibility shall be made using the criteria guidelines as stated in the General Provisions, Terms and Conditions, and Technical Specifications.
2. After bid opening and bid review, but prior to bid award, if a Bidders entire bid is declared to be non-responsive and/or non-responsible, the Bidder will be notified as to the reason(s) for rejection.
3. Protests shall be filed in writing to the Purchasing Office within two days after notification.
4. Protests shall include the basis for the protest or appeal, complete in all respects, with relief sought, and whether the protester wishes to have a hearing with respect to the protest or appeal.
5. Protests shall be addressed to Howard County Department of Education, 10910 Clarksville Pike, Ellicott City, MD 21042, Attn: Buyer's Name, Procurement Specialist, labeled "Protest". The written protest shall include as a minimum the following:
 - a) Name and address of the protester
 - b) Appropriate identification of the bid
 - c) Supporting exhibits, evidence, and/or documents to substantiate any claims.
 - d) Suggested remedy(ies).

KK. ACCEPTANCE & INSPECTION

1. All work/service shall be subject to the inspection and approval of Howard County Public School System's Contract Manager before payment is made.

Remainder of This Page Intentionally Blank

ATTACHMENT A

INSURANCE REQUIREMENTS

1 - General Insurance Requirements:

1.1 - The Contractor shall not commence Work until he has obtained at his own expense all of the insurance as required hereunder and such insurance has been approved by the Board of Education of Howard County Maryland; nor shall the Contractor allow any Subcontractor to commence Work on his subcontract until all similar insurance required of the Subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Contractor will be granted only after submission to the Board of Education of Howard County Maryland of original, signed certificates of insurance or, alternately, at the Board of Education of Howard County Maryland's request, certified copies of the required insurance policies.

1.2 - The Contractor shall require all Subcontractors to maintain during the term of this agreement, commercial general liability insurance, business automobile liability insurance, and Workers' Compensation and employers' liability insurance, in the same manner as specified for the Contractor. The Contractor shall furnish Subcontractors' certificates of insurance to the Board of Education of Howard County Maryland immediately upon request.

1.3 - All insurance required hereunder shall include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until sixty (60) days prior written notice has been given to the Board of Education of Howard County Maryland."

The phrases "endeavor to" and "... but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

1.4 - No acceptance and/or approval of any insurance by the Board of Education of Howard County Maryland shall be construed as relieving or excusing the Contractor, or the Surety, or his bonds, from any liability or obligation imposed upon either or both of them by the provisions of the Contract Documents.

1.5 - The Board of Education of Howard County Maryland and its elected or appointed officials, agents and employees are to be named as an additional insured under all coverages except Workers compensation and business automobile liability, and the certificate of insurance, or the certified policy, if requested, must so state this. Coverage afforded under this paragraph shall be primary as respects the Board of Education of Howard County Maryland, its agents and employees.

1.6 - The Contractor shall be responsible for the Work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection with the Work. The Contractor assumes all risk for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from the action, omission, commission or operation under the contract, or in connection in any way whatsoever with the contracted Work, until final acceptance of the Work by the Board of Education of Howard County Maryland.

1.7 - Insurance coverage required in these specifications shall be in force throughout the contract term. Should the Contractor fail to provide acceptable evidence of current insurance within seven days of written notice at any time during the contract term, the Board of Education of Howard County Maryland shall have the absolute right to terminate the contract without any further obligation to the Contractor, and the Contractor shall be liable to the Board of Education of Howard County Maryland for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the contract at time of termination.

1.8 - Contractual and other liability insurance provided under this contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the Board of Education of Howard County Maryland from supervising or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the Subcontractors and any persons employed by the Subcontractor.

1.9 - Nothing contained in the specifications shall be construed as creating any contractual relationship between any Subcontractor and the Board of Education of Howard County Maryland. The Contractor shall be fully responsible to the Board of Education of Howard County Maryland for the acts and omissions of the Subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

1.10 - Precaution shall be exercised by the Contractor at all times for the protection of persons, (including employees) and property. All existing structures, utilities, roads, services, trees and shrubbery shall be protected against damage or interruption of service at all times by the Contractor and its Subcontractors during the term of the contract, and the Contractor shall be held responsible for any damage to property occurring by reason of its operation on the property.

1.11 - If the Contractor does not meet the insurance requirements of the specifications, alternate insurance coverage, satisfactory to the Board of Education of Howard County Maryland, may be considered. Written requests for consideration of alternate coverages must be received by the Board of Education of Howard County Maryland at least ten Working days prior to the date set for receipt of bids or proposals. If the Board of Education of Howard County Maryland denies the request for alternate coverages, the specified coverages will be required to be submitted.

1.12 - All required insurance coverages must be acquired from insurers allowed to do business in the State of Maryland and acceptable to the Board of Education of Howard County Maryland. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest edition of Best's Insurance Reports, unless the Board of Education of Howard County Maryland grants specific approval for an exception.

1.13 - The Board of Education of Howard County Maryland will consider any deductible amounts as part of its review of the financial stability the Contractor. Any deductibles shall be disclosed by the Contractor, and deductible amounts are the responsibility of the Contractor.

2 - Contractor's Liability Insurance - "Occurrence" Basis:

2.1 - The Contractor shall purchase the following insurance coverages:

2.1.1 - Commercial general liability with a minimum limit of \$1,000,000 per occurrence, \$1,000,000 annual aggregate including all of the following:

- i. General aggregate limit is to apply per project;
- ii. Premises/operations;
- iii. Actions of independent Contractors;
- iv. Products/completed operations to be maintained for two years after completion of the Work;
- v. Contractual liability including protection for the Contractor from claims arising out of liability assumed under this contract;
- vi. Personal injury liability including coverage for offenses related to employment;

- vii. Explosion, collapse, or underground (XCU) hazards (confirmation of underground hazard coverage must be confirmed by either certificate of insurance or in writing by Contractor's agent, broker or insurer);

2.1.2 - Business automobile liability including coverage for any owned, hired, or non-owned motor vehicles and automobile contractual liability with a limit of \$1,000,000 per accident; uninsured motorist coverage at minimum statutory limits.

2.1.3 - Workers compensation with statutory benefits as required by Maryland law or the U. S. Longshoremen's and Harbor Workers' Compensation Act, or other laws as required by labor union agreements, including standard other states coverage; employers' liability coverage with limits of \$100,000 per accident, \$100,000 per employee for disease, and a \$500,000 disease policy limit.

2.1.4 - Total limit requirements of 2.1.1, 2.1.2 and 2.1.3 may be met by a combination of primary and umbrella excess liability coverage.

2.1.5 - Aircraft liability including coverage for any owned, hired or non-owned aircraft utilized in the project (e.g. installation of HVAC unit on school roof) with a minimum limit of \$ NA per occurrence applicable to aircraft while in flight or in motion. A higher limit may be required by the Board of Education of Howard County Maryland upon exposure review.

3 - Commercial General or Other Required Liability Insurance - "Claims Made" Basis

3.1 - If commercial general or other liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions:

- i. Agree to provide certificates of insurance evidencing the above coverages for a period of two years after final payment for the contract. Such certificates shall evidence a retroactive date, no later than the beginning of the Contractors' or Subcontractors' Work under this contract, or
- ii. Purchase an extended (minimum two years) reporting period endorsement for the policy or policies in force during the term 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.

ATTACHMENT B

SUSPENSION AND DEBARMENT CERTIFICATION

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary
Exclusion-Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

Name of Authorized Representative

Signature

Instructions for Suspension And Debarment Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the form in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tiered covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded" as used in this clause, have the meanings set out in the definitions and coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Remainder of This Page Intentionally Blank

Produce
Bid #098.23.B6

SCHOOL DELIVERY TIMES
PRODUCE
Bid # 098.23.B6

PREPARATORY SCHOOLS

School	Delivery Time	Phone Number
Atholton High	6:00 AM -12:30 PM	410- 313 -7072
Centennial High	6:00 AM -12:30 PM	410- 313 -2860
Hammond High	6:30 AM -12:30 PM	410- 313 -7619
Howard High	6:00 AM -12:30 PM	410- 313 -2877
Long Reach High	6:00 AM -12:30 PM	410- 313 -7415
Marriotts Ridge High	6:00 AM -12:30 PM	410- 313 -5568
Mt. Hebron High	6:00 AM -12:30 PM	410- 313 -2539
Oakland Mills High	6:00 AM -12:30 PM	410- 313 -5631
Reservoir High	6:00 AM -12:30 PM	410- 888 -8850
River Hill High	6:00 AM -12:30 PM	410- 313 -7123
Wilde Lake High	6:00 AM -12:30 PM	410- 313 -6965

Produce
Bid #098.23.B6

**SCHOOL DELIVERY LOCATIONS
PRODUCE
Bid # 098.23.B6**

Atholton High School
6520 Freetown Road
Columbia, MD 21044

Mt. Hebron High School
9440 Route 99
Ellicott City, MD 21042

Centennial High School
4300 Centennial Lane
Ellicott City, MD 21042

Oakland Mills High School
9410 Kilimanjaro Road
Columbia, MD 21045

Hammond High School
8800 Guilford Road
Columbia, MD 21046

Reservoir High School
11550 Scaggsville Road
Fulton, MD 20759

Howard High School
8700 Old Annapolis Road 12101 Route 108
Ellicott City, MD 21043

River Hill High School
Clarksville, MD 21029

Long Reach High School
6101 Old Dobbin Lane
Columbia, MD 21045

Wilde Lake High
5460 Trumpeter Road
Columbia, MD 21044

Marriotts Ridge High School
12100 Woodford Drive
Marriottsville, MD 21104