



Sean W. Bulson, Ed.D., Superintendent of Schools
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Procurement Department

Jennifer Horner, CPPB, Supervisor of Procurement
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March 31, 2025


Mr. Sami Nassar
HD Supply Facilities Maintenance, Ltd.
3400 Cumberland Boulevard SE
Atlanta, GA 30339

Re: **Award Notice - RFP #25-JH-011**
Cleaning Supplies, Equipment, and Custodial Related Products, Services, and Solutions

Dear Mr. Nassar:

Enclosed is a fully executed contract package. When items or services are needed, HCPS will either purchase via PCard or issue a PO at that time.

If you have any questions or concerns, please do not hesitate to contact me.


Jennifer Horner, CPPB
Supervisor of Procurement

Enclosure

cc: Becky Newell – HD Supply National Sales Manager
Stephen Fantasie – HCPS Facilities
Contract File

RFP #25-JH-011
Cleaning Supplies, Equipment, and Custodial Related
Products, Services, and Solutions

ATTACHMENT H

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

CONTRACT

RFP #25-JH-011

Cleaning Supplies, Equipment, and Custodial Related Products, Services and Solutions

THIS AGREEMENT, made this 27th day of March, 2025, by and between the Board of Education of Harford County, acting herein through its Superintendent, hereafter called "Owner" and **HD Supply Facilities Maintenance, Ltd.**, a corporation located at 3400 Cumberland Boulevard SE, Atlanta, Georgia 30339, hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR, hereby agrees with the OWNER to commence and to furnish and deliver in accordance with the Contractor's response to RFP #25-JH-011.

The initial term of the Contract shall be for two (2) years and shall begin on or about July 1, 2025 and end June 30, 2027. HCPS reserves the right, if mutually agreed upon, to extend this Contract for up to two (2) additional, two (2) year periods.

Hereinafter called the contract, for the pricing provided in the RFP response and listed in the Best and Final Offer, and all related work in connection therewith, under the terms as stated in the General and Special Conditions of the Request for Proposal, HD Supply Facilities Maintenance Ltd. Proposal, HD Supply Facilities Maintenance Ltd. Exceptions, and all exhibits thereto and all related documents incorporated therein (collectively, the "Contract"); and at their own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in **RFP #25-JH-011**, and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by the Board of Education of Harford County, as enumerated in the General Conditions, all of which are made a part hereof and collectively evidence and constitute the Contract.

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

In compliance with the above and subject to all terms and conditions thereof, the undersigned offers and agrees, if the bid be awarded, to furnish items at the prices indicated within the time specified and in accordance with Contractor's response to RFP #25-JH-011.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in two (2) counterparts, each of which shall be deemed an original.

[Redacted]
Board of Education of Harford County Witness

03/27/2025
Date

[Redacted]
Sean W. Bülson, Ed.D., Superintendent of Schools

[Redacted]
Board of Education of Harford County – Board President

[Redacted]
Contractor witness

March 17, 2025
Date

HD Supply Facilities Maintenance, Ltd.

Company Name

3400 Cumberland Boulevard SE

Address

Atlanta, GA 30339

Address



Volume 1, Tab 5 – Exceptions to Draft Contract

Upon notification from a Participating Agency of its intent to utilize a contract resulting from an award by Harford County Public Schools, HD Supply will request the agency complete the below DRAFT Letter of Participation prior to HD Supply’s alignment of the Participating Agency to the Contract. In cases where the Participating Agency requests to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement, HD Supply will work to negotiate a separate agreement with the agency in lieu of the below Letter of Participation.

LETTER OF PARTICIPATION

DRAFT

DATE: _____

GROUP PURCHASING ORGANIZATION: OMNIA PARTNERS, PUBLIC SECTOR, INC.

CONTRACT DESCRIPTION: Cooperative Purchasing Program administered by OMNIA PARTNERS, PUBLIC SECTOR, INC. relating to Cleaning Supplies, Equipment, and Custodial Related Products, Services, and Solutions.

SUPPLIER: HD SUPPLY FACILITIES MAINTENANCE, LTD.

Effective as of the date set forth above, the undersigned member (“Member”) of the above -referenced group purchasing organization (“GPO”) hereby affirms active membership in the GPO and authorizes its properties to purchase goods and services from the above-referenced Supplier according to the terms of the above-described Contract by and between Supplier and GPO (the “Contract”), whereby Supplier has agreed to provide certain Products to members of the GPO on the terms set forth in the Contract. All purchases of such Products by the undersigned member shall be under the Contract.

This Election will be effective on the date noted above and will run coterminous with the Contract, including any extensions thereof, until such time as Supplier receives written revocation from Member.

The Member agrees that this Election Notice contains the entire agreement of the Member with respect to the specific matters set forth herein and supersedes all previous communications, representations, understandings, and agreements, either oral or written, with respect to said specific matters. The Contract shall exclusively govern the purchases of Products by Participating Members that occur during the Term. Without limiting the foregoing, the Member agrees that this Election Notice replaces and supersedes any existing agreement that pertains to the purchases of products and services comparable to the Products and that any purchases of products and/or services comparable to the Products after the Effective Date shall be under the Contract and not under any such existing agreement. Capitalized terms used but not defined herein shall have the meanings specified in the Contract.

MEMBER:

By:
Name:
Title:

Upon signature, please send a copy by Email to HD Supply:

Attn: _____

HD Supply provides the below Exceptions Document noting those areas within the RFP and related documents where HD Supply proposes exceptions to be discussed with HCPS and/or OMNIA Partners if awarded this bid.

December 5, 2024

Harford County Public Schools
Request for Proposal, RFP No. 25-JH-011
CLEANING SUPPLIES, EQUIPMENT, AND CUSTODIAL RELATED PRODUCTS, SERVICES AND SOLUTIONS

Under the context of a Request for Proposal from Harford County Public Schools (RFP No. 25-JH-011) for CLEANING SUPPLIES, EQUIPMENT, AND CUSTODIAL RELATED PRODUCTS, SERVICES AND SOLUTIONS, HD Supply Facilities Maintenance, Ltd. ("HDSFM") understands it cannot modify the RFP documents and provided agreement. We request the following exceptions for HD Supply Facilities Maintenance, Ltd. to be discussed if awarded the contract.

To avoid any confusion in our request, this document is formatted to show that (for the section referenced in the left column) anything in [brackets] under "HCPS request" has been removed by HD Supply, and anything that is underlined under "HDSFM exception" has been added by HD Supply to the referred section in the left column. Simply, the language under "HCPS request" in all sections referred to in the left column is what Harford County Public Schools provided in the RFP, and the language under "HDSFM exception" in all sections referred to in the left column is the change that HD Supply would like to make to that section.

Document	Exception Request
<p>GENERAL TERMS AND CONDITIONS, 1.0 REMEDIES AND TERMINATION: 1.1 Correction of Errors, Defects, and Omissions</p>	<p>HCPS request: 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 responsibility.</p> <p>HDSFM exception: With respect to products provided under this agreement, the Awarded Offeror shall remedy any short or damaged shipment if, within three (3) business days after receipt of the short or damaged shipment, HCPS gives Awarded Offeror written notice fully describing the alleged shortage or damage. For any equipment diagnostic and/or repair services and any equipment planned maintenance services offered hereunder, the Awarded Offeror agrees to perform work as may be necessary to correct errors, defects, and omissions in connection with such services in accordance with the applicable equipment service agreement without undue delays.</p>

<p>GENERAL TERMS AND CONDITIONS, 1.0 REMEDIES AND TERMINATION: 1.2 Set-Off</p>	<p>HCPS request: 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.</p> <p>HDS exception: HCPS may deduct from and set-off against any amounts due and payable to the Awarded Offeror any back-charges or actual damages sustained by HCPS by virtue of any breach of this agreement by the Awarded Offeror.</p>
<p>GENERAL TERMS AND CONDITIONS, 1.0 REMEDIES AND TERMINATION: 1.3 Termination for Default: 1.3.1</p>	<p>HCPS request: 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</p> <p>HDSFM exception: <u>If, after written notice and a thirty (30) day cure period,</u> the Awarded Offeror fails to fulfill its obligations under this contract properly and on time, otherwise violates any <u>material</u> 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</p>
<p>GENERAL TERMS AND CONDITIONS, 1.0 REMEDIES AND TERMINATION: 1.3 Termination for Default: 1.3.2</p>	<p>HCPS request: All finished or unfinished supplies and services provided by the Supplier, 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.</p> <p>HDSFM exception: All finished or unfinished supplies and services provided by the Supplier, shall at HCPS' option, <u>and upon payment for such supplies and services,</u> 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 <u>actual and direct</u> damages caused by Awarded Offeror's breach.</p>

<p>GENERAL TERMS AND CONDITIONS, 1.0 REMEDIES AND TERMINATION: 1.3 Termination for Default: 1.3.3</p>	<p>HCPS request: 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.</p> <p>HDSFM exception: If the <u>actual and direct</u> damages are more than the compensation payable to the Awarded Offeror, the Awarded Offeror will remain liable after termination and HCPS can affirmatively collect <u>such</u> damages.</p>
<p>GENERAL TERMS AND CONDITIONS, 1.0 REMEDIES AND TERMINATION: 1.4 Termination for Convenience</p>	<p>HCPS request: 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 Supplier to the time of termination but not to include any profit not earned as of the date of termination.</p> <p>HDSFM exception: Either party may terminate all or part of this contract for its convenience with a thirty (30) day prior written notification to the other party. 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 Supplier to the time of termination but not to include any profit not earned as of the date of termination. Any products received by HCPS after the date of termination shall be promptly returned at HCPS's cost and risk, unless paid in full by HCPS.</p>
<p>GENERAL TERMS AND CONDITIONS, 1.0 REMEDIES AND TERMINATION: 1.4 Termination for Convenience: 1.4.1 Termination for Non-Appropriation</p>	<p>HCPS request: 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.</p> <p>HDSFM exception: 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. <u>Written</u> 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.</p>
<p>GENERAL TERMS AND CONDITIONS, 1.0 REMEDIES AND TERMINATION: 1.5</p>	<p>HCPS request: Take immediate action to orderly discontinue its work and demobilize its work force to minimize the occurrence of costs.</p>

<p>Obligations of Supplier upon Termination; 1.5.1</p>	<p>HDSFM exception: Take immediate action to orderly discontinue its work and demobilize its work force to minimize the occurrence of costs.</p>
<p>GENERAL TERMS AND CONDITIONS, 1.0 REMEDIES AND TERMINATION: 1.5 Obligations of Supplier upon Termination; 1.5.3</p>	<p>HCPS request: 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.</p> <p>HDSFM exception: If applicable, 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.</p>
<p>GENERAL TERMS AND CONDITIONS, 4.0 NON-DISCRIMINATION: 4.4</p>	<p>HCPS request: The Awarded Offeror 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.</p>
<p>GENERAL TERMS AND CONDITIONS, 5.0 NON-HIRING OF EMPLOYEES BY AWARDED OFFEROR OR HCPS</p>	<p>HCPS request: NON-HIRING OF EMPLOYEES BY AWARDED OFFEROR OR HCPS</p>
<p>GENERAL TERMS AND CONDITIONS, 5.0 NON-HIRING OF EMPLOYEES BY AWARDED OFFEROR OR HCPS 5.1</p>	<p>HCPS request: 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.</p> <p>HDSFM exception: Awarded Offeror and its subcontractors or agents shall not knowingly hire any employee of HCPS or any unit thereof, whose duties to HCPS include matters relating to or affecting the subject matter of this contract.</p>
<p>GENERAL TERMS AND CONDITIONS, 5.0 NON-HIRING OF EMPLOYEES BY AWARDED OFFEROR OR HCPS 5.2</p>	<p>HCPS request:No employee of the Awarded Offeror or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the Awarded Offeror or any unit thereof.</p>

**GENERAL TERMS AND CONDITIONS, 8.0
RETENSTION OF RECORDS**

HCPS request: The Awarded Offeror 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.

HDSFM exception: The Awarded Offeror 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, at all reasonable times; provided ; HCPS gives reasonable written notice of such audit.

<p>GENERAL TERMS AND CONDITIONS, 10.0 COMPLIANCE WITH LAW: 10.5</p>	<p>HCPS request: The Proposer at the time of proposal opening must be fully licensed in all trades or special areas that require a license by Local, State, and Federal authorities.</p> <p>HDSFM exception: The Proposer at the time of proposal opening must be fully licensed in all trades or special areas <u>applicable to the performance of its obligations hereunder</u> that require a license by Local, State, and Federal authorities.</p>
<p>GENERAL TERMS AND CONDITIONS, 11.0 SUPPLIER'S OBLIGATION 11.5</p>	<p>HCPS request: The rights and remedies of HCPS provided for under this contract are in addition to any rights and remedies provided by law.</p> <p>HDSFM exception: The rights and remedies of HCPS <u>and Awarded Offeror</u> provided for under this contract are in addition to any rights and remedies provided by law.</p>
<p>GENERAL TERMS AND CONDITIONS, 11.0 SUPPLIER'S OBLIGATION 11.6</p>	<p>HCPS request: 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.</p> <p>HDSFM exception: In case of any apparent conflict between the specifications and <u>applicable</u> 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.</p>
<p>GENERAL TERMS AND CONDITIONS, 11.0 SUPPLIER'S OBLIGATION 11.8</p>	<p>HCPS request: 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 and 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.</p> <p>HDSFM exception: 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. Subject to Awarded Offeror's response to this request for proposal, the Awarded Offeror shall observe, comply with all terms and 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.</p>

<p>GENERAL TERMS AND CONDITIONS, 12.0 INDEMNIFICATION: 12.1</p>	<p>HCPS request: To the fullest extent permitted by law, the Indemnitor shall indemnify, defend and hold the Indemnitee and its employees, agents, officials or volunteers harmless from and against any and all claims, losses, damages, expenses, causes of action and liabilities including without limitations, attorney’s fees arising out of or related to the Indemnitor’s occupancy or use of the Indemnitee’s premises or operations incidental thereto, provided that any such claim, loss, damage, expense, cause of action or liability is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from. Indemnitor expressly indemnifies Indemnitee for the consequences of any negligent act or omission of the Indemnitor or any of the Indemnitor’s employees, agents, officials or volunteers or anyone for whose acts the Indemnitor may be liable, unless such act or omission constitutes gross negligence or willful misconduct.</p> <p>HDSFM exception: To the fullest extent permitted by law, Awarded Offeror (the “Indemnitor”) shall indemnify, defend and hold HCPS and its employees, officials or volunteers (each, an “Indemnitee”) harmless from and against any and all claims, losses, damages, expenses, causes of action and liabilities including without limitations, reasonable 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 to the extent of 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 the gross negligence or willful misconduct of the Indemnitee.</p>
<p>GENERAL TERMS AND CONDITIONS, 17.0 STAFF</p>	<p>HCPS request: 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.</p> <p>HDSFM exception: The Awarded Offeror shall utilize the personnel named and/or otherwise identified in its proposal <u>as its main point of contact</u>. 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.</p>

<p>GENERAL TERMS AND CONDITIONS, 19.0 SUBCONTRACTING OR ASSIGNMENT</p>	<p>HCPS request: 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.</p> <p>HDSFM exception: 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 <u>which shall not be unreasonably withheld.</u></p>
<p>GENERAL TERMS AND CONDITIONS, 21.0 EMPLOYMENT OF CHILD SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS; 21.1</p>	<p>HCPS request: 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. This section only applies to HCPS in relation to the performance of this Agreement, Participating Public Agencies may have differing requirements.</p>
<p>GENERAL TERMS AND CONDITIONS, 21.0 EMPLOYMENT OF CHILD SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS; 21.4</p>	<p>HCPS request: 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.</p>

<p>GENERAL TERMS AND CONDITIONS, 25.0 CONTRACT</p>	<p>HCPS request: The Proposal with respect to all items accepted, addenda, agreements and all papers and documents accompanying the same, including these general and special conditions of the RFP shall constitute the formal contract between the Offeror and HCPS.</p> <p>HDSFM exception: The Proposal with respect to all items accepted, addenda, agreements and all papers and documents accompanying the same, including these general and special conditions of the RFP and Supplier’s response to the Proposal shall constitute the formal contract between the Offeror and HCPS.</p>
<p>GENERAL TERMS AND CONDITIONS, 26.0 COMPLIANCE WITH SPECIFICATIONS: 26.5</p>	<p>HCPS request: 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.</p> <p>HDSFM exception: In case of any apparent conflict between the specifications and <u>applicable</u> 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.</p>
<p>GENERAL TERMS AND CONDITIONS, 27.0 BILLING AND PAYMENT: 27.2</p>	<p>HCPS request: 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.</p> <p>HDSFM exception: Partial payments may be paid if partial shipments have been made and received.</p>
<p>GENERAL TERMS AND CONDITIONS, 27.0 BILLING AND PAYMENT: 27.4</p>	<p>HCPS request: HCPS will not pay freight bills, unless stated otherwise. Delivery shall be F.O.B., to the destination(s) as noted on Purchase Order.</p> <p>HDSFM exception: HCPS will not pay freight bills, unless stated otherwise. Delivery shall be F.O.B., to the destination(s) as noted on Purchase Order. <u>Product that is shipped expedited or directly from the manufacturer to the customer’s property will include the appropriate freight charge.</u></p>
<p>GENERAL TERMS AND CONDITIONS, 29.0 CONFLICT OF INTEREST</p>	<p>HCPS request: 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</p>

	<p>relationship that might be perceived or represented as a conflict must be disclosed on Attachment D.</p> <p>HDSFM exception: Each proposer must disclose any <u>known</u> 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 D.</p>
<p>GENERAL TERMS AND CONDITIONS, 34.0 Disclaimer of Warranty: 34.1</p>	<p>HCPS request: (Added to RFP by HD Supply)</p> <p>HDSFM exception: Awarded Offeror is a re-seller of Products and, except for Products Awarded Offeror procures from its own or affiliate manufacturing/production sources (i.e., “Private Label” items), Awarded Offeror does not provide any warranty for the Products procured from third party manufacturing/production sources (“Third Party Sources”). For items provided hereunder from Third Party Sources, Awarded Offeror shall pass through to HCPS any transferable manufacturer’s standard warranties. EXCEPT AS SET FORTH HEREIN AND WHERE APPLICABLE, AS TO PRODUCTS PROVIDED FROM THIRD PARTY SOURCES, NO WARRANTY OR AFFIRMATION OF FACT OR DESCRIPTION, EXPRESS OR IMPLIED, IS MADE OR AUTHORIZED BY AWARDED OFFEROR. HCPS AND PERSONS CLAIMING THROUGH HCPS (COLLECTIVELY “CLAIMANT”) SHALL SEEK RECOURSE ONLY FROM THE RELEVANT THIRD PARTY SOURCE IN CONNECTION WITH ANY DEFECTS IN OR FAILURES OF PRODUCTS, UNLESS RECOURSE AGAINST AWARDED OFFEROR IS APPROPRIATE UNDER THE CIRCUMSTANCES (E.G., DUE TO HANDLING OR TRANSPORTATION OF SUCH PRODUCTS). NOTWITHSTANDING THE FOREGOING, THIS SHALL BE THE EXCLUSIVE RECOURSE OF CLAIMANT FOR DEFECTIVE PRODUCTS PROCURED FROM THIRD PARTY SOURCES. AWARDED OFFEROR EXCLUDES AND DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES REGARDING PRODUCTS FROM THIRD PARTY SOURCES, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. AWARDED OFFEROR ASSUMES NO RESPONSIBILITY WHATSOEVER FOR THE MISUSE, ALTERATION OR MODIFICATION OF PRODUCTS. AWARDED OFFEROR DOES NOT CERTIFY OR GUARANTEE THAT ANY PRODUCTS COMPLY WITH ANY STATUTES, LAWS, CODES, ORDINANCES OR REGULATIONS.</p>
<p>GENERAL TERMS AND CONDITIONS, 35.0 LIMITATION OF LIABILITY: 35.1</p>	<p>HCPS request: (Added to RFP by HD Supply)</p> <p>HDSFM exception: TO THE EXTENT PERMITTED BY LAW, AWARDED OFFEROR SHALL NOT BE LIABLE TO HCPS FOR ANY INCIDENTAL, INDIRECT,</p>

	<p>PUNITIVE, CONSEQUENTIAL DAMAGES SUCH AS LOSS OF PROFITS OR DELAY DAMAGES, OR FOR ANY CLAIM THAT IS PROPERLY BROUGHT ONLY AGAINST A THIRD PARTY MANUFACTURER, OR ANY AMOUNT EXCEEDING TWO MILLION DOLLARS (\$2,000,0000). ALL CLAIMS MUST BE BROUGHT WITHIN ONE YEAR OF THE ACCRUAL OF THE CAUSE OF ACTION.</p>
<p>REQUEST FOR PROPOSAL #25-JH-011: 2. BACKGROUND: 2.1</p>	<p>HCPS request: Harford County Public Schools, Maryland, as the Principal Procurement Agency, defined in Attachment J, has partnered with OMNIA Partners, Public Sector, Inc., a Delaware corporation (“OMNIA Partners”) to make the resultant contract (also known as the “Master Agreement” in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non- profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. Harford County Public Schools is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners’ (a “Participating Public Agency”) and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on Exhibit C, or as otherwise agreed to. Attachment J contains additional information about OMNIA Partners and the cooperative purchasing program.</p> <p>HDSFM exception: Harford County Public Schools, Maryland, as the Principal Procurement Agency, defined in Attachment J, has partnered with OMNIA Partners, Public Sector, Inc., a Delaware corporation (“OMNIA Partners”) to make the resultant contract (also known as the “Master Agreement” in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non- profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. Harford County Public Schools is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement by their registration with OMNIA Partners’ (a “Participating Public Agency”). By using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on Exhibit C, or as otherwise agreed to. Attachment J contains additional information about OMNIA Partners and the cooperative purchasing program.</p>
<p>REQUEST FOR PROPOSAL #25-JH-011: 3. SCOPE OF WORK: 3.1</p>	<p>HCPS request: Harford County Public Schools, MD (herein “Lead Public Agency”) on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein “Participating Public Agencies”) is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Cleaning Supplies, Equipment, and Custodial Related Products, Services, and</p>

	<p>Solutions. Pricing for complete product offering/balance of line items will be determined by a percentage discount off the Supplier's manufacturer's suggested retail price list. The pricing percentage discount offered must be entered in a Complete Product Offering/Balance of Line section in the Supplier's response to the Pricing section of the Proposal Evaluation Criteria Requirements.</p> <p>HDSFM exception: Harford County Public Schools, MD (herein "Lead Public Agency") on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies") is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Cleaning Supplies, Equipment, and Custodial Related Products, Services, and Solutions. Pricing for complete product offering/balance of line items will be determined by a percentage discount off the Supplier's list price. The pricing percentage discount offered must be entered in a Complete Product Offering/Balance of Line section in the Supplier's response to the Pricing section of the Proposal Evaluation Criteria Requirements.</p>
<p>REQUEST FOR PROPOSAL #25-JH-011: 3. SCOPE OF WORK: 3.3.2 Complete Product Offering/Balance of Line: 3.3.2.1</p>	<p>HCPS request: Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line for cleaning supplies, equipment, and custodial related products, services, and solutions. Pricing for complete product offering/balance of line items will be determined by a percentage discount off the offeror's retail price list. The pricing percentage discount offered must be submitted under Attachment I, Cost Proposal, Pricing Schedule. HCPS reserves the right to accept or reject any or all balance of line items offered.</p> <p>HDSFM exception: Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line for cleaning supplies, equipment, and custodial related products, services, and solutions. Pricing for complete product offering/balance of line items will be determined by a percentage discount off the Offeror's standard price list. The pricing percentage discount offered must be submitted under Attachment I, Cost Proposal, Pricing Schedule. HCPS reserves the right to accept or reject any or all balance of line items offered.</p>
<p>REQUEST FOR PROPOSAL #25-JH-011: 3. SCOPE OF WORK: 3.4</p>	<p>HCPS request: All products offered must be new, unused, latest design and technology unless otherwise specified.</p> <p>HDSFM exception: All products offered must be new <u>and</u>, unused unless otherwise specified</p>

REQUEST FOR PROPOSAL #25-JH-011: 3.
SCOPE OF WORK: 3.10

HCPS request: In fulfilling its duties under the contract, the Supplier and all its personnel will be required to comply with all laws, policies, rules and regulations promulgated by all governmental authorities having jurisdiction over supplier and its personnel, including but not limited to the State of Maryland. It will be the supplier's obligation to determine which laws, policies, rules and regulations apply to its conduct, and any failure to comply will be considered a material breach of the contract and grounds for its termination at the district 's option.

	<p>HDSFM exception: In fulfilling its duties under the contract, the Supplier and all its personnel will be required to comply with all applicable laws, policies, rules and regulations promulgated by all governmental authorities having jurisdiction over supplier and its personnel, including but not limited to the State of Maryland. It will be the supplier's obligation to determine which laws, policies, rules and regulations apply to its conduct, and any failure to comply will be considered a material breach of the contract and grounds for its termination at HCPS's option.</p>
<p>REQUEST FOR PROPOSAL #25-JH-011: 3. SCOPE OF WORK: 3.12</p>	<p>HCPS request: Should an Awarded Supplier utilize distributors, resellers, dealers, or subcontractors, Participating Public Agencies may choose to issue work directly to the distributor, reseller, dealer, or subcontractor if allowed by the Awarded Supplier and Participating Public Agency</p> <p>HDSFM exception: Should an Awarded Supplier utilize subcontractors, Participating Public Agencies may choose to issue work directly to the subcontractor if allowed by the Awarded Supplier and Participating Public Agency.</p>
<p>REQUEST FOR PROPOSAL #25-JH-011: 5. RESPONDENT REQUIREMENTS: 5.4</p>	<p>HCPS request: 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.</p> <p>HDSFM exception: Respondent shall furnish to HCPS information and data/documentation <u>reasonably requested for HCPS to determine if Respondent is qualified to carry out obligations of the contract.</u> 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.</p>
<p>REQUEST FOR PROPOSAL #25-JH-011: 7. AWARD: 7.13</p>	<p>HCPS request: 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.</p> <p>HDSFM exception: HCPS reserves the right to add similar or related services to the resulting contract. HCPS and the <u>Awarded Offeror</u> will agree to the services and fees being added. Contract Amendments will be issued for all additions and must be signed by both parties.</p>
<p>REQUEST FOR PROPOSAL #25-JH-011: 8. CONTRACT TERM: 8.4 8.3</p>	<p>HCPS request: The Contractor shall have the right to enter local "service" agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement</p>

	<p>is prior to the expiration of the Contract. All local agreements may have a full potential term (any combination of initial and renewal periods) not to exceed six years.</p> <p>HDSFM exception: The Contractor shall have the right to enter local “service” agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Contract All local agreements may have a full potential term (any combination of initial and renewal periods) not to exceed six years.</p>
<p>REQUEST FOR PROPOSAL #25-JH-011: 9. PRICING AND RATE ADJUSTMENTS: 9.1</p>	<p>HCPS request: Proposer shall provide its proposed discount(s) from the Proposer’s/Supplier’s most current catalog for contract offering. The category discounts proposed should remain the same throughout the term of the Contract and at all renewal options; the Market Basket pricing herein shall be firm against any adjustment for the first twelve (12) months after the contract award.</p> <p>HDSFM exception: Proposer shall provide its proposed discount(s) from the Proposer’s/Supplier’s most current catalog for contract offering. The category discounts proposed should remain the same throughout the term of the Contract and at all renewal options; the Market Basket pricing herein shall be firm against any adjustment for the first twelve (12) months after the contract award. <u>In the event that existing or future tariffs or government-imposed surcharges impact the cost of goods under this Master Agreement, Supplier reserves the right to adjust pricing.</u></p>
<p>REQUEST FOR PROPOSAL #25-JH-011: 9. PRICING AND RATE ADJUSTMENTS: 9.5</p>	<p>HCPS request: HCPS reserves the right to cap pricing adjustments at five percent (5%) of the price for the immediately preceding year.</p> <p>HDSFM exception: Intentionally Omitted</p>
<p>REQUEST FOR PROPOSAL #25-JH-011: 16. INSURANCE REQUIREMENTS</p>	<p>HCPS request: The Provider shall not commence any operations or services on behalf of the Board of Education of Harford County (the Board) under this Contract until the Provider has obtained at the Provider’s own expense all the insurance as required hereunder and such insurance has been approved by the Board. Approval of insurance required of the Provider 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. See Attachment B for details.</p> <p>HDSFM exception: The Provider shall not commence any operations or services on behalf of the Board of Education of Harford County (the Board) under this Contract until the Provider has obtained at the Provider’s own expense all the insurance as required hereunder and such insurance has been approved by the Board. Approval of insurance required of the Provider will be granted only after submission to the Board of original certificates of insurance signed by authorized representatives of the insurers.</p>

<p>REQUEST FOR PROPOSAL #25-JH-011: 18. PROPOSAL EVALUATION PROCESS: 18.8</p>	<p>HCPS request: 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.</p> <p>HDSFM exception: 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, <u>reasonably requested by</u> HCPS to determine if the proposal is responsible and responsive to the HCPS' requirements as stated herein.</p>
<p>REQUEST FOR PROPOSAL #25-JH-011: 20 SUBMITTAL REQUIREMENTS: 20.2 Volume II: COST PROPOSAL: 20.2.3.1 PRICE DISCOUNT</p>	<p>HCPS request: Offeror shall provide its proposed discount(s) from the Offeror's/Supplier's most current catalog for contract offering. The category discounts proposed should remain the same throughout the term of the Contract and at all renewal options; the Market Basket pricing herein shall be firm against any adjustment for the first twelve (12) months after the contract award.</p> <p>HDSFM exception: Offeror shall provide its proposed discount(s) from the Offeror's/Supplier's most current catalog for contract offering. The category discounts proposed should remain the same throughout the term of the Contract and at all renewal options; the Market Basket pricing herein shall be firm against any adjustment for the first twelve (12) months after the contract award. In the event that existing or future tariffs or government-imposed surcharges impact the cost of goods under this Master Agreement, Supplier reserves the right to adjust pricing.</p>
<p>REQUEST FOR PROPOSAL #25-JH-011: 20 SUBMITTAL REQUIREMENTS: 20.2 Volume II: COST PROPOSAL: 20.2.3.1 PRICE DISCOUNT: 20.2.3.5 MARKET BASKET</p>	<p>HCPS request: The complete Market Basket will be used for evaluation purposes. Offerors shall fill out and return Attachment I, Cost Proposal, Market Basket (Sample Pricing Form for Evaluation) which includes the catalog price and % discount on the top items used by HCPS and Participating Public Agencies. Offeror shall fill in all the tabs, one for each category noted under Scope of Work above. There is an area for an alternate product number and description. Pricing in the Market Basket must correspond with the discounts submitted in the Cost Proposal. Failure to have pricing correspond may be cause for rejection of your proposal. Quantities listed are for evaluation purposes only.</p> <p>HDSFM exception: The complete Market Basket will be used for evaluation purposes. Offerors shall fill out and return Attachment I, Cost Proposal, Market Basket (Sample Pricing Form for Evaluation) which includes the catalog price and % discount on the top items used by HCPS and Participating Public Agencies. Offeror shall fill in all the tabs, one for each category noted under Scope of Work above. There is an area for an alternate product number and description. Pricing in the Market Basket must correspond with the discounts submitted in the Cost Proposal.</p>

	<p>Failure to have pricing correspond may be cause for rejection of your proposal. Quantities listed are for evaluation purposes only.</p>
<p>REQUEST FOR PROPOSAL #25-JH-011: 20 SUBMITTAL REQUIREMENTS: 20.2 Volume II: COST PROPOSAL: 20.2.4</p>	<p>HCPS request: In addition, Offerors may propose their complete products, parts, services, and solutions as a balance of line by including pricing based on a discount from a manufacturer’s price list or vendor catalog and title the PDF Exhibit 1.</p> <p>HDSFM exception: In addition, Offerors may propose their complete products, parts, services, and solutions as a balance of line by including pricing based on a discount from Offeror’s standard price list or vendor catalog and title the PDF Exhibit 1.</p>
<p>REQUEST FOR PROPOSAL #25-JH-011: 20 SUBMITTAL REQUIREMENTS: 20.2 Volume II: COST PROPOSAL: 20.2.6</p>	<p>HCPS request: Additional pricing and/or discounts may be included. The discount proposed shall remain the same throughout the term of the contract and at all renewal options. At a minimum, the Contractor must hold the proposed Market Basket price list firm for the first twelve (12) months after the contract award. Discounts must remain firm and will include all charges that may be incurred in fulfilling requirement(s) for the entire term of the Contract.</p> <p>HDSFM exception: Additional pricing and/or discounts may be included. The discount proposed shall remain the same throughout the term of the contract and at all renewal options. At a minimum, the Contractor must hold the proposed Market Basket price list firm for the first twelve (12) months after the contract award. In the event that existing or future tariffs or government-imposed surcharges impact the cost of goods under this agreement, Supplier reserves the right to adjust pricing. Discounts must remain firm and will include all charges that may be incurred in fulfilling requirement(s) for the entire term of the Contract, except for products that are factory direct or extended inventory, as defined in the HD Supply catalog or online. Product that is shipped expedited or directly from the manufacturer to the property will include the appropriate freight charge.</p>
<p>REQUEST FOR PROPOSAL #25-JH-011: 20 SUBMITTAL REQUIREMENTS: 20.2 Volume II: COST PROPOSAL: 20.2.13</p>	<p>HCPS request: Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may be used, Offeror should provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. Products and services provided in a situation where a Participating Public Agency is eligible for federal funding, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit.</p> <p>HDSFM exception: Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may be used, Offeror should provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. Products and services provided in a situation where a Participating Public Agency is eligible for federal funding, Offeror is subject to and must comply with all federal</p>

	<p>requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit; provided that HCPS and/or a Participating Public Agency notified Offeror prior to placing an order that federal funds or FEMA funds are being used.</p>
<p>ATTACHMENT A: Insurance Requirements: 1. General Insurance Requirements: 1.1</p>	<p>HCPS request: The Supplier shall not commence any operations or services on behalf of the Board of Education of Harford County (the Board) under this Contract until the Supplier has obtained at the Supplier’s own expense all of the insurance as required hereunder and such insurance has been approved by the Board. Approval of insurance required of the Supplier</p>

	<p>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.</p> <p>HDSFM exception: The Supplier shall not commence any operations or services on behalf of the Board of Education of Harford County (the Board) under this Contract until the Supplier has obtained at the Supplier’s own expense all of the insurance as required hereunder and such insurance has been approved by the Board. Approval of insurance required of the Supplier will be granted only after submission to the Board of original certificates of insurance signed by authorized representatives of the insurers.</p>
<p>ATTACHMENT A: Insurance Requirements: 1. General Insurance Requirements: 1.2</p>	<p>HCPS request: Insurance as required hereunder shall be in force throughout the term of the 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.</p> <p>HDSFM exception: Insurance as required hereunder shall be in force throughout the term of the Contract. Original certificates signed by authorized representatives of the insurers evidencing that the required insurance is in effect, shall be maintained with the Board throughout the term of the Contract.</p>
<p>ATTACHMENT A: Insurance Requirements: 1. General Insurance Requirements: 1.3</p>	<p>HCPS request: The Supplier shall require all Subcontractors to maintain during the term of the Contract insurance to the same extent required of the Supplier herein unless any such requirement is expressly waived or amended by the Board in writing. The Supplier shall furnish Subcontractors’ certificates of insurance to the Board immediately upon request.</p> <p>HDSFM exception: The Supplier shall require all Subcontractors to maintain during the term of the Contract insurance to the same extent required of the Supplier herein unless any such requirement is expressly waived or amended by the Board in writing.</p>
<p>ATTACHMENT A: Insurance Requirements: 1. General Insurance Requirements: 1.4 First Paragraph</p>	<p>HCPS request: 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.</p> <p>HDSFM exception: All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation until prior written notice, <u>in accordance with state guidelines</u>, has been given to the Board.</p>
<p>ATTACHMENT A: Insurance Requirements: 1. General Insurance Requirements: 1.7</p>	<p>HCPS request: 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</p>

	<p>compensation and employers liability insurance from the Injured Workers Insurance Fund of Maryland.</p> <p>HDSFM exception: All required insurance coverages must be underwritten by insurers allowed to do business in the State of 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 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.</p>
<p>ATTACHMENT A: Insurance Requirements: 2. Supplier’s Insurance: 2.1.5</p>	<p>HCPS request: 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.</p> <p>And including all of the following coverages on the applicable schedule of underlying insurance:</p> <ul style="list-style-type: none"> i. Commercial general liability; ii. Business auto liability; and iii. Employers liability <p>HDSFM exception: 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.</p> <p>And including <u>all</u> the following coverages on the applicable schedule of underlying insurance:</p> <ul style="list-style-type: none"> i. Commercial general liability; ii. Business auto liability; and iii. Employers liability
<p>ATTACHMENT A: Insurance Requirements: 2. Supplier’s Insurance: 2.1.6 First Paragraph</p>	<p>HCPS request: 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 Supplier’s commercial general</p>

	<p>liability insurance with respect to liability arising out of the services provided under this Contract by Supplier.</p> <p>HDSFM exception: The Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers shall be <u>listed</u> as additional insureds, <u>by scheduled or blanket endorsement</u>, on the Supplier’s commercial general liability insurance with respect to liability <u>arising out of</u> the services provided under this Contract by Supplier.</p>
<p>ATTACHMENT A: Insurance Requirements: 2. Supplier’s Insurance: 2.1.6 Third Paragraph</p>	<p>HCPS request: “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:</p> <p style="padding-left: 40px;">(Enter specific identifying information such as project name, Board’s contract number and/or date of contract).”</p> <p>HDSFM exception: “The Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers are <u>listed</u> as additional insureds <u>by scheduled or blanket endorsement</u>, on this commercial general liability insurance with respect to liability <u>arising out of</u> the services provided by the Named Insured under Contract:</p> <p style="padding-left: 40px;">(Enter specific identifying information such as project name, Board’s contract number and/or date of contract).”</p>
<p>ATTACHMENT A: Insurance Requirements: 3. Indemnification</p>	<p>HCPS request: To the fullest extent permitted by law, Supplier 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 services provided by Supplier under this Contract.</p> <p>HDSFM exception: To the fullest extent permitted by law, Supplier agrees to defend, indemnify, pay on behalf of, and save harmless the Board of Education of Harford County, its elected and appointed officials, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including reasonable attorneys’ fees and all other costs connected therewith, to the extent arising out of or connected to Supplier’s negligence or willful misconduct in the services provided by Supplier under this Contract.</p>
<p>ATTACHMENT A: Insurance Requirements: 4. Waiver of Subrogation</p>	<p>HCPS request: To the fullest extent permitted by law, the Supplier 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 services provided by Supplier under this Contract. Supplier 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</p>

	<p>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 Supplier shall advise its insurers of the foregoing.</p> <p>HDSFM exception: To the fullest extent permitted by law, the Supplier and its invitees, employees, officials, volunteers, 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 services provided by Supplier under this Contract. Supplier 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 Supplier shall advise its insurers of the foregoing.</p>
<p>ATTACHMENT A: Insurance Requirements: 5. Acknowledgement of Supplier's Independent Contractor Status and no Coverage For Supplier Under Board's Workers Compensation Coverage</p>	<p>HCPS request: Supplier hereby acknowledges its status as an independent contractor while performing services 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 Supplier or its employees during the Supplier's performance of services for the Board. To the fullest extent permitted by law, the Supplier 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 performance of 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 Supplier shall advise its insurers of the foregoing.</p> <p>HDSFM exception: Supplier hereby acknowledges its status as an independent contractor while performing services 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 caused in whole or in part by injury to the Supplier or its employees during the Supplier's performance of services for the Board. To the fullest extent permitted by law, the Supplier 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 performance of 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 Supplier shall advise its insurers of the foregoing.</p>
<p>ATTACHMENT A: Insurance Requirements: 6. Damage to Property of the Supplier and its Invitees</p>	<p>HCPS request: To the fullest extent permitted by law, the Supplier shall be solely responsible for any loss or damage to property of the Supplier or its invitees, employees, officials, volunteers, agents and representatives while such property is on, at or adjacent to the premises of the Board.</p>

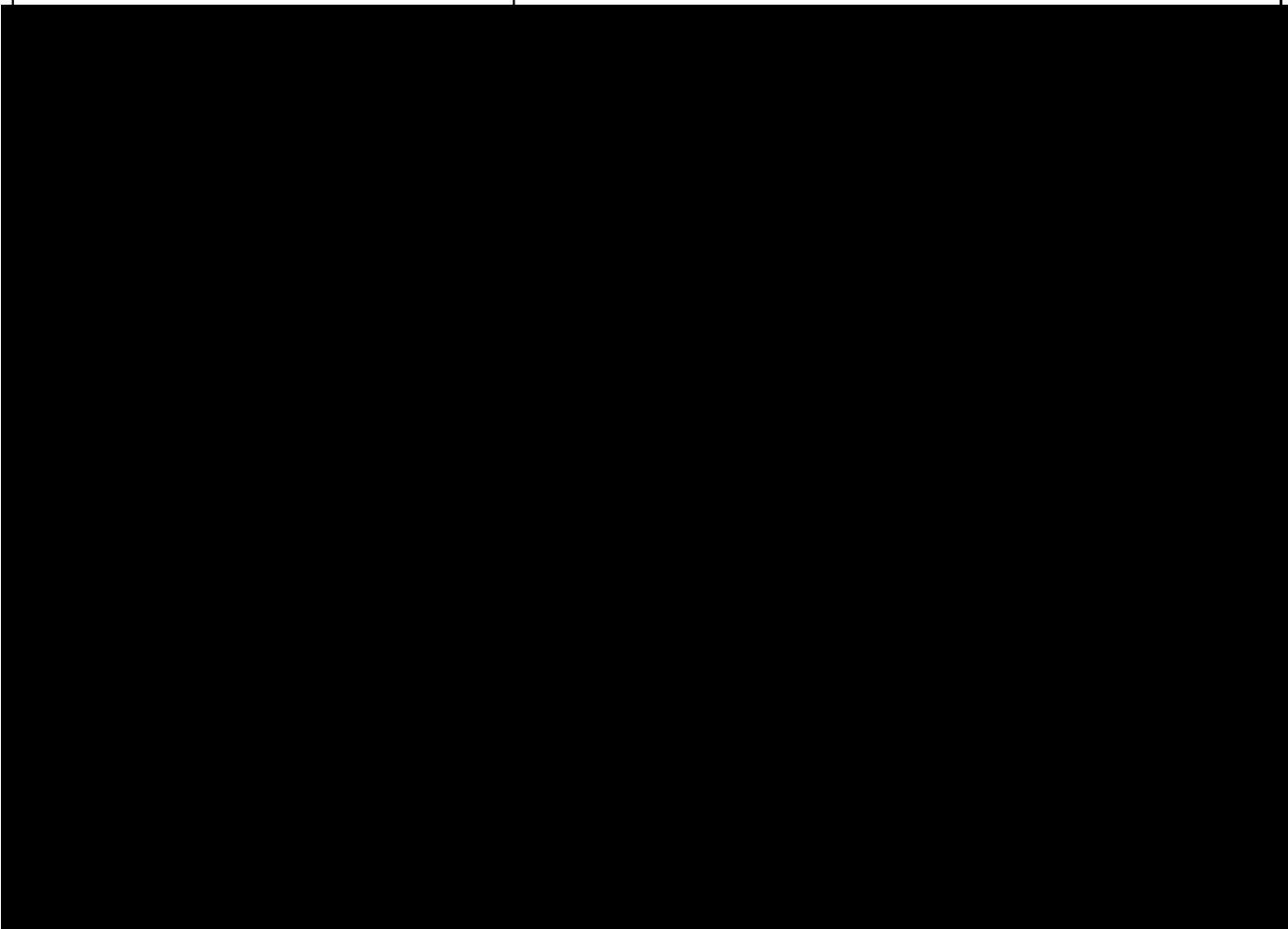
	<p>HDSFM exception: To the fullest extent permitted by law, the Supplier shall be solely responsible for any loss or damage to property of the Supplier or its invitees, employees, officials, volunteers, and representatives while such property is on, at or adjacent to the premises of the Board.</p>
<p>ATTACHMENT C: CONFLICT OF INTEREST AFFIDAVID AND DISCLOSURE: (c)</p>	<p>HCPS request: 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.</p> <p>HDSFM exception: The Contractor agrees that if an actual or potential conflict of interest is identified during performance, the Contractor will <u>immediately</u> 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.</p>
<p>ATTACHMENT C: CONFLICT OF INTEREST AFFIDAVID AND DISCLOSURE: (e)</p>	<p>HCPS request: The Contractor agrees to insert in each subcontract placed hereunder, provisions which shall conform substantially to the language of this affidavit.</p> <p>HDSFM exception: Contractor shall be responsible for any conflicts of interest with respect to any subcontracts placed hereunder.</p>
<p>ATTACHMENT D: EMPLOYMENT of SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS' AFFIDAVIT; Second to last Sentence</p>	<p>HCPS request: Violations of any of these provisions may result in Termination for Cause.</p>
<p>ATTACHMENT G: Signature Sheet</p>	<p>HCPS request: I/We agree to provide the services in accordance with the accompanying requirements and all conditions, provisions, attachments, and any addenda to this RFP.</p>

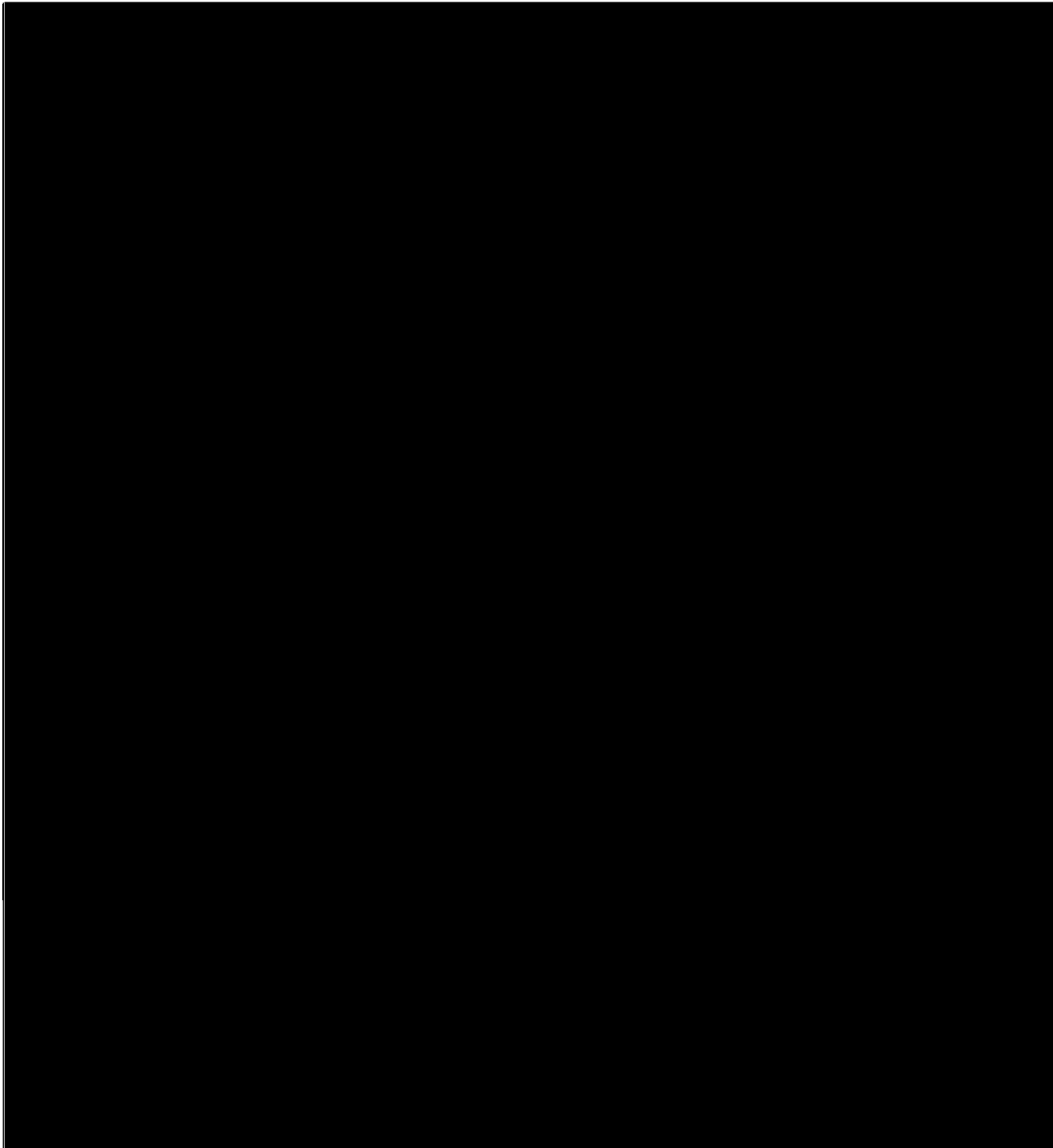
ATTACHMENT J: Exhibit A: Response for National Cooperative Contract: 1.5 Objectives of Cooperative Program: B	HCPS request: Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide; HDSFM exception: Publicize and promote the availability of the Master Agreement's products and services as one of the Supplier's go to market strategies to public Agencies and such agencies' employees nationwide.

ATTACHMENT J: Exhibit A: Response for National Cooperative Contract: 2.0 REPRESENTATIONS AND COVENANTS	HCPS request: [As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.]
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<p>ATTACHMENT J: Exhibit A: Response for National Cooperative Contract: 2.0 REPRESENTATIONS AND COVENANTS: 2.1 Corporate Commitment</p>	<p>HCPS request: Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier’s executive management, (2) the Master Agreement is [Supplier’s primary] “go to market” strategy for Public Agencies, (3) the Master Agreement will be promoted to [all] Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.</p> <p>HDSFM exception: Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier’s executive management, (2) the Master Agreement is a “go to market” strategy for Public Agencies, (3) the Master Agreement will be promoted to Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.</p>
<p>ATTACHMENT J: Exhibit A: Response for National Cooperative Contract: 2.0 REPRESENTATIONS AND COVENANTS: 2.2 Pricing Commitment</p>	<p>HCPS request: Supplier [commits] the not-to-exceed pricing provided under the Master Agreement pricing is [its lowest available (net to buyer)] to Public Agencies nationwide [and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.]</p> <p>HDSFM exception: Supplier <u>represents that</u> the not-to-exceed pricing provided under the Master Agreement pricing is <u>competitive with any other pricing options it offers</u> to Public Agencies nationwide . <u>Supplier’s pricing shall be evaluated on an aggregate basis considering applicable market conditions.</u></p>
<p>ATTACHMENT J: Exhibit A: Response for National Cooperative Contract: 2.0</p>	<p>HCPS request: Supplier commits to aggressively market the Master Agreement as [its] go to market strategy in this defined sector and that its</p>

<p>REPRESENTATIONS AND COVENANTS: 2.3 Sales Commitment</p>	<p>sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.</p> <p>HDSFM exception: Supplier commits to aggressively market the Master Agreement as a go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.</p>
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**ATTACHMENT J: Exhibit F: Federal Funds
Certifications**

HCPS request: Exhibit F

HDSFM exception: Intentionally Omitted

**ATTACHMENT J: Exhibit G: New Jersey
Business Compliance**

HCPS request: Exhibit G

HDSFM exception: Intentionally Omitted