

Section 5 – Harford County Schools Purchase Agreement

MASTER PURCHASE AGREEMENT:

By and Between:

HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND

102 S. Hickory Ave.

Bel Air, MD 21014

and

Fisher Science Education

4500 Turnberry Drive

Hanover Park, IL 60133

THIS MASTER PURCHASE AGREEMENT made and entered into this, 13th day of February, 2015, by and between Harford County Public Schools, Maryland (hereinafter referred to as “School District”, “HCPS” or “District”), and Fisher Science Education, a corporation authorized to conduct business in the State of Maryland (hereinafter referred to as “Supplier”)

This agreement is made on behalf of Harford County Public Schools, Maryland and other participating governmental agencies, through the U.S. Communities Government Purchasing Alliance.

WITNESSETH:

WHEREAS, pursuant to the District, Supplier has submitted a proposal to provide a master agreement for a National Award covering the following: furnish, supply and deliver science supplies, equipment, furniture, labware, services and related science instructional items in accordance with the scope, terms and conditions of Request for Proposal, RFP 15-JL-012, addenda, amendments, appendices, and related correspondence. The Request for Proposal is incorporated in its entirety and included as part of this agreement.

WHEREAS, HCPS desires to engage Supplier to perform said services; and

WHEREAS, HCPS and Supplier desire to state terms and conditions under which Supplier will provide said services to Harford County Public Schools (Lead Agency) and participating public agencies who have registered with U.S. Communities.

NOW, THEREFORE, in consideration of the mutual covenants, condition and promises contained herein, the parties have to agree to as follows:

- A. Services.** Supplier will provide Miscellaneous Science/ Labware Suppliers and Equipment as detailed in the referenced RFP to HCPS, which is attached hereto and incorporated herein as a part of this Master Purchase Agreement.
- B. Purchase Order.** Purchase order shall mean any authorized written, electronic, telephone or fax order sent or made by HCPS pursuant hereto, including but not

limited to, written purchase orders, faxed purchase orders, and orders in such other form and/ or mode of transmission as HCPS and Supplier may from time to time agree including purchases made via procurement credit card.

- C. Term.** The initial term of this Master Purchase agreement shall be three (3) years from July 1, 2015 through June 30, 2018. This Master Purchasing Agreement may then be renewed by mutual written agreement of the parties for two (2) additional, two (2) year periods.
- D. Compensation.** HCPS agrees to pay, and Supplier agrees to accept as compensation for the products provided pursuant to this Master Purchasing Agreement , the following:
 - a. The price proposal set forth in the final RFP response and all related Amendments
- E. Invoicing.** Supplier agrees to invoice HCPS as deliveries are completed or charge purchases to an authorized HCPS Visa credit card. Invoices shall be delivered to HCPS accounts payable. Each invoice shall include- as applicable- the following data: Item Number, Purchase Order Number, Item Description, Quantity Purchased, Unit Price, Extended price and Delivery location. All purchase orders will be invoiced separately. Each invoice submitted by Supplier shall be paid by HCPS within thirty (30) days after approval. The Supplier has agreed to accept payment via a procurement credit card (i.e. Visa, MasterCard, etc.) which is the preferred method of payment.
- F. Insurance.** Supplier shall maintain at its own cost and expense (and shall cause any Subcontractor to maintain) insurance policies in form and substance acceptable to HCPS as detailed in the Request for Proposal.
- G. Termination of Contract.** This contract may be terminated for cause as per the General Requirements of the RFP, Section 1, K (page7)
- H. Notification.** Notices under this Master Purchase Agreement shall be addressed as follows:


Jeff LaPorta, Supervisor of Purchasing
Harford County Public Schools
102 S. Hickory Avenue
Bel Air, MD 21014

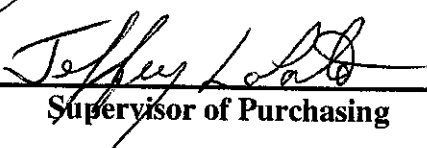
The effective date of any notice under this Master Purchasing Agreement shall be the date of the recipient by the addressee. The failure of either party to give notice of default, or to strictly enforce or insist upon compliance with any of the terms or conditions of this Master Purchase Agreement, or the granting of an extension of time for performance shall not constitute the permanent waiver of any term or condition of this Master Purchasing Agreement. This Master Purchasing

Agreement and each of its provisions shall remain at all times in full force effect until modified by the parties in writing.

- I. Governing Law.** This contract shall be interpreted under and governed by the laws of the State of Maryland. Disputes will be settled as per the stipulations contained within the Request for Proposal.
- J. Incorporation of Appendices.** All provisions of Appendices and Amendments are hereby incorporated herein and made a part of this Master Purchase Agreement. In the event of any apparent conflict between any provisions set forth in the main body of the Master Purchasing Agreement and in any provision set forth in the Appendices and Amendments the provisions shall be interpreted, to the extent possible, as if they do not conflict. In the event that such an interpretation is not possible, the provisions set forth in the main body of this Master Purchase Agreement shall control.
- K. Entire Master Purchase Agreement.** This Master Purchase Agreement including the entire RFP solicitation and the Appendices attached hereto contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Master Purchasing Agreement shall be deemed to exist or to bind any of the parties hereto. Not contained herein shall not be binding on either party, nor of any force or effect. Any Best and Final Offer and applicable Amendments are also included and become part of the Master Agreement.
- L. Participating Public Agencies.** Supplier agrees to extend the same terms, covenants and conditions available to HCPS under this Master Purchasing Agreement to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access this Master Purchasing Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to ordering, delivery, inspection, acceptance, invoicing and payment for products and services in accordance with the terms and conditions of this Master Purchasing Agreement. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them in accordance with and governed by the laws of the State in which the Participating Public agency exists.

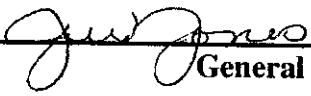
IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS
AGREEMENT IN THE YEAR AND DAY AS NOTED:
HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND

by  4/17/15
Superintendent of Schools Date

by  4/20/15
Supervisor of Purchasing Date

Attest: _____
Date

SUPPLIER:

by  2/13/15
General Manager Date

Attest: _____
Date

CONTRACT

#C15-JL-12

THIS AGREEMENT, made this 13th day of April, 2015, by and between Harford County Public Schools acting herein through its Superintendent, hereafter called "Owner" and Fisher Science Education, a part of Thermo Fisher Scientific, a corporation at 4500 Turnberry Drive, in the City of Hanover Park and State of Illinois, 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 complete the services described as follows:

RFP: Science/Labware Supplies and Equipment

Furnish, supply and deliver science education supplies, equipment, chemicals, specimens and furniture items in accordance and compliance with all specifications, terms and conditions set forth in RFP #15-JL-12.

Hereinafter called the contract, for the estimated annual sum of One hundred thousand dollars (\$123,000) for the period July 1, 2015 through June 30, 2018. The General Conditions of the RFP allow for two additional two year renewals. This contract includes all work and services in connection therewith, under the terms as stated in the General and Special Conditions of the RFP Document; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, equipment in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions of the Bid Document, and printed or written explanatory matter thereof, as prepared by the Board of Education, all of which are made a part hereof and collectively evidence and constitute the Contract.

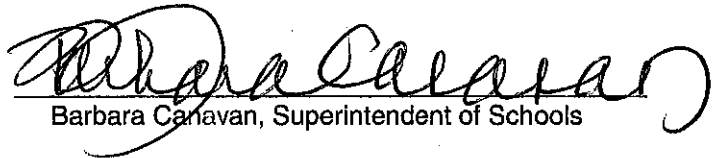
The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the Contract, subject to additions and deductions, as provided in the General Conditions of the Contract, and to make payments on account thereof as provided in Paragraph "Payments to Contractor," of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in the year and day first above mentioned.


ATTEST:

Board of Education of Harford County


Board President


Barbara Canavan, Superintendent of Schools

Fisher Science Education

 Jill Jones / General Manager
Company Representative
4/7/15

Fisher Science Education
Company Name

300 Industry Drive
Address

Pittsburgh, PA
15275