

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

**RFP Announcement**

RFP TITLE: **Swimming Pool Assessment**

RFP NUMBER: **21-SEH-010**

RFP DUE DATE AND TIME: **December 11, 2020, 2:30 PM local time**

PURCHASING AGENT: Sara Harvey, Purchasing Agent

QUESTIONS DUE DATE AND TIME: Questions must be emailed to [Sara.Harvey@hcps.org](mailto:Sara.Harvey@hcps.org) no later than 12:00 pm local time on **November 30, 2020**.

ADDENDUM ISSUED: No later than **December 4, 2020**

PRE-PROPOSAL CONFERENCE: November 20, 2020, 10:00 am local time via Microsoft Teams

Microsoft Teams meeting  
**Join on your computer or mobile app**  
[Click here to join the meeting](#)  
**Or call in (audio only)**  
[+1 240-600-1475,,554618453#](tel:+12406001475554618453) United States, Bethesda

TIMELY DELIVERY OF RFP DOCUMENTS: Proposals must be received via e-mail prior to the due date and time.

Proposals shall be submitted with the subject line containing the name of the Offeror, the title and number of the RFP, and the RFP opening date. Proposals submitted shall be submitted to [bids@hcps.org](mailto:bids@hcps.org)

Late proposals will not be opened.

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

Offerors may obtain the RFP documents by downloading the information at our website: [www.hcps.org/departments/BusinessServices/purchasing.aspx](http://www.hcps.org/departments/BusinessServices/purchasing.aspx). Offerors shall continue to check the HCPS website for possible addenda to the RFP prior to the Proposal due date.

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

Anti-Discrimination Statement

The Harford County Public School System (HCPS) does not discriminate on the basis of race, color, sex, age, national origin, religion, sexual orientation, gender identity, marital status, genetic information, or disability in matters affecting employment or in providing access to programs to employees. Inquiries related to the non-discrimination policy of the Board of Education of Harford County should be directed to the Supervisor of Equity and Cultural Proficiency, 410-809-6065.

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

**GENERAL TERMS AND CONDITIONS  
Request for Proposal**

**Instruction to Bidders and Offerors**

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

**1.0 A REQUEST FOR PROPOSAL SUBMISSION**

- 1.1 The Board of Education of Harford County hereinafter referred to as Harford County Public Schools or HCPS, invites all interested and qualified Offerors to submit a proposal. These specifications and requirements identified in the attached statement of work and detailed specification are intended to cover the service(s) requested.
- 1.2 In accordance with State law and HCPS policies, solicitations shall be published a minimum of fourteen (14) calendar days in advance of due date for any proposal having a potential award value of \$25,000 or more.
- 1.3 Unless otherwise indicated, HCPS shall receive sealed proposals until the date and time indicated on proposal or as modified by addenda. Proposals must be delivered to HCPS, Purchasing Department, 102 South Hickory Ave., Third Floor, Room 310, Bel Air, Maryland 21014. Proposals must be delivered in sealed envelopes and clearly marked on the outside: Name of Offeror, Due Date and Time, Solicitation/Proposal Number and Solicitation Title. **Late proposals will be rejected and returned unopened.**
- 1.4 The Offeror or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, circumstances, prerequisites, qualifications and/or specifications before submitting their proposal. An Offeror's failure to become fully informed is at the Offeror's sole and complete risk of loss. The Offeror shall have no right to any damages, cost and/or any other remedy at law or equity against HCPS for any miscalculation, misunderstanding, error (either omissions or commissions), mistake, misinterpretation, and/or the failure by the Offeror to obtain an award of proposal, award of contract and/or profits, fees or money from HCPS when the Offeror failed to fully inform themselves. In the case of error in extension of prices in the Proposal, the unit price shall govern or the entire proposal may be declared non-responsive.

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

- 2.1 Offeror must submit the requested documentation with original signatures using HCPS proposal forms. The Offeror should make and retain one original (1) copy of the Proposal for their files and submit two (2) copies additional copies, preferably in electronic media for committee review. Proposals must be signed and submitted by an authorized representative of the Offeror.
- 2.2 Signed proposals shall be returned in a sealed envelope. When the Proposal is sent by mail, the sealed envelope shall be enclosed in a separate sealed mailing envelope with the notation "SEALED PROPOSAL ENCLOSED" on the face thereof. HCPS shall not accept any facsimile transmission or electronic submission to HCPS purchasing agents, representatives or employees as meeting the requirement of the sealed proposal. A facsimile or electronic document shall not be considered a valid response to the solicitation.
- 2.3 Each proposal should show the full business address, telephone number, fax number, email address, and federal tax identification number of the Offeror and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the Proposal and Contract, including Letter of Intent, copy of Contract, and Purchase Order, will be mailed or delivered to the address shown on the Proposal in the absence of written instructions from the Offeror to the contrary.
- 2.4 All offerors shall be required to complete the certificates and/or affidavits, and/or acknowledgements that are incorporated into the proposal pages of this specification. Such documents are required by Local, State or Federal funding agencies of HCPS as part of the solicitation process. The documents may include but are not limited to: Anti-Bribery Affidavit, Debarment Certificate, Employment of Sex

Offenders and Other Criminal Offenders Affidavit, Sales Tax Certification, Minority Bidder Status and any others that may be required.

## 2.5 Proposal Due Date

- 2.5.1 Sealed proposals for the requirements identified in the attached statement of work and detailed specifications, as required by the Board of Education of Harford County, are due at the time and date so specified. Unless otherwise indicated, proposals are due to the Purchasing Department, 102 South Hickory Avenue, Third Floor, Room 310, Bel Air, Maryland 21014.
  - 2.5.2 The Board of Education of Harford County must approve contract awards of \$100,000 or more. Formal contract award is contingent upon the required Board approval.
  - 2.5.3 Offerors may correct a minor irregularity and minor irregularities may be waived. A minor irregularity is one that is merely a matter of form and not of substance or pertains to an immaterial or inconsequential defect or variation in a bid, the correction or waiver of which would not be prejudicial to other offerors. When so noted, minor irregularities may be corrected within forty-eight (48) hours following notification.
  - 2.5.4 HCPS also reserves the right to reject any or all proposals and/or waive technical defects and minor irregularities at the discretion of the Supervisor of Purchasing, HCPS or designee if, in its judgment the interests of HCPS shall so require. Proposals may be withdrawn before the scheduled time due. Withdrawal is not permitted after the scheduled time due.
  - 2.5.5 Any omissions, errors, conflicts, or discrepancies in this document shall be called to the attention of HCPS IN WRITING within five (5) working days prior to the proposal due date.
  - 2.5.6 Omission of any specification or details of any specification which would normally apply to the service(s) described herein shall not relieve the Offeror from fulfilling those required specifications needed to provide service best suited to the intended purpose of this contract as determined by the Supervisor of Purchasing.
- 2.6 At the time of the solicitation opening each Offeror will be presumed to have read and to be thoroughly familiar with the specifications and related documents (including all Addenda). The failure or omission of any Offeror to receive or examine any form, instrument, or document, shall in no way relieve them from any obligation in respect of its proposal.
- 2.7 Please provide details of your COVID-19 contingency plans. Please include proposed solutions if normal class operations do not resume. Please address how COVID-19 may affect your timelines and plans.

## 3.0 AWARD OR REJECTION OF PROPOSALS

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

- 3.6 The Board of Education reserves the right to reject the Proposal of firms who have demonstrated performance deficiencies or who have previously failed to perform properly or complete other Board contracts on time.
- 3.7 The Board reserves the right to award to contract within ninety (90) days from the due date and all pricing must remain firm during that period and until the time of award.

#### **4.0 REMEDIES AND TERMINATION**

- 4.1 **Correction of Errors, Defects, and Omissions** – The Consultant agrees to perform work as may be necessary to correct errors, defects, and omissions in the services required under this agreement without undue delays and without cost to HCPS. The acceptance of the work set forth herein by HCPS shall not relieve the Consultant of the responsibility.
- 4.2 **Set-Off** – HCPS may deduct from and set-off against any amounts due and payable to the Consultant any back-charges or damages sustained by HCPS by virtue of any breach of this agreement by the Consultant to perform the services or any part of the services in a satisfactory manner. Nothing herein shall limit the liability of the Consultant for damages and HCPS may affirmatively collect damages from the Consultant.
- 4.3 **Termination for Default**
  - 4.3.1 If the Consultant 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 Consultant. The notice shall specify the acts of omissions relied on as cause for termination.
  - 4.3.2 All finished or unfinished supplies and services provided by the Consultant, shall at HCPS' option, become HCPS property. HCPS shall pay the Consultant fair and equitable compensation for satisfactory performance prior to receipt of Notice of Termination, less the amount of damages caused by Consultant's breach.
  - 4.3.3 If the damages are more than the compensation payable to the Consultant, the Consultant will remain liable after termination and HCPS can affirmatively collect damages.
- 4.4 **Termination for Convenience** – HCPS may terminate all or part of the work required under this contract for the convenience of HCPS with a thirty (30) day notification. In the event of such termination, the Contract Administrator shall determine the costs the Consultant has incurred to the date of termination and such reasonable costs associated with the termination. HCPS shall pay such costs as determined by the Contract Administrator to the Consultant together with reasonable profit reasonably earned by the Consultant to the time of termination but not to include any profit not earned as of the date of termination.
  - 4.4.1 **Termination for Non-Appropriation.** HCPS reserves the right to terminate this contract, in whole or part, due to non-appropriation of funds or funds that are otherwise made unavailable to support continuation in any fiscal year succeeding the first fiscal year. Notification of contract termination will be given to the Contractor thirty (30) days in advance and will be in effect at the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination.
- 4.5 **Obligations of Consultant upon Termination** – Upon Notice of Termination as provided in Sections 4.3 and 4.4, the Consultant shall:
  - 4.5.1 Take immediate action to orderly discontinue its work and demobilize its work force to minimize the occurrence of costs.
  - 4.5.2 Take such action as may be necessary to protect the property of HCPS, place no further orders or subcontract, assign to HCPS in the manner and to the extent directed by HCPS all of the right, title and if ordered by HCPS possession and interest of Consultant under the orders or subcontracts terminated.
  - 4.5.3 Deliver to HCPS all materials, equipment, data, drawings, specifications, reports, estimates, and such other information accumulated by the Consultant which has been or will be reimbursed under this agreement after taking into account any damages that may be payable to HCPS. Title to such items shall be transferred to HCPS.

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

## **5.0 MULTI-AGENCY PROCUREMENT**

HCPS reserves the right to extend the terms and conditions of this contract to any and all other government agencies within the State of Maryland, as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This is conditioned upon the Contractors' approval and all purchase and payment transactions will be made directly between the Contractor and the requesting public agency.

## **6.0 ORDER OF PRECEDENCE**

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

- 6.1 Performance Work Statement
- 6.2 Specifications/Terms of the Request for Proposal
- 6.3 General Terms and Conditions for Request for Proposal

## **7.0 CONTRACT**

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.

## **8.0 WAIVER OF RIGHT**

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

## **9.0 INITIATION OF WORK**

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

## **10.0 GOVERNING LAW AND DISPUTE RESOLUTION**

- 10.1 Any contract resulting from this solicitation is subject to and will be construed and interpreted under the laws of the State of Maryland.
- 10.2 Alternative Dispute Resolution (ADR) is the agreed method for resolving disputes that may result from the contractual relationship arising in reference to this proposal and subsequent agreement. If a resolution of the dispute cannot be reached through an agreed ADR method, the parties reserve the right to settle the dispute by appropriate judicial means.
- 10.3 Any ADR hearing or arbitration will take place in the State of Maryland.

## **11.0 FREEDOM OF INFORMATION ACT**

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

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

## **12.0 ADDENDA**

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

## **13.0 COMPLIANCE WITH LAW**

- 13.1 The Consultant hereby represents and warrants that it is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified.
- 13.2 The Consultant hereby represents and warrants it is not arrears with respect to the payment of any monies due and owing the County or State, of any department or agency thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this agreement.
- 13.3 The Consultant shall comply with all Federal, State and Local law, ordinances and legally enforceable rules and regulations applicable to its activities and obligations under this agreement.
- 13.4 The Awarded Consultant must, at its expense, obtain any and all licenses, permits, insurance, and governmental approval required by Local, State, and Federal authorities, if any, necessary to perform its obligations under this agreement.
- 13.5 The Contractor 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.
- 13.6 It is the Consultant's responsibility to notify HCPS of lapses in, suspension of or termination of special permits and licenses required under the Contract.
- 13.7 That the facts and matters set forth hereafter in the "Contract Affidavit" which is attached to this agreement and made a part hereof are true and correct.

## **14.0 RESPONSIBILITY FOR CLAIMS AND LIABILITY**

- 14.1 To the fullest extent permitted by law, the Indemnitor shall indemnify, defend and hold the Indemnitee and its employees, agents, officials or volunteers harmless from and against any and all claims, losses, 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.
- 14.2 In claims against any person or entity indemnified within this indemnification by an employee of the Awarded Offeror, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Awarded Offeror or a subcontractor under Workers' Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

**15.0 INSURANCE**

- 15.1 Review in detail the insurance requirements contained in the attached document. These requirements have been established by the Maryland Association of Boards of Education Group Insurance Pool. Failure to comply with these insurance requirements may render the proposal as non-responsive.
- 15.2 The Consultant shall take proper safety and health precautions and to protect their work, their employees, the public and the property of others from any damage or injury resulting solely from the performance of the work described herein.
- 15.3 HCPS shall not be liable for any injuries to the employees, agents, or assignees of the Consultant arising out of, or during the course of the contracted work relating to this agreement.
- 15.4 The Consultant has in force, or shall obtain, and will maintain insurance in not less than the amounts specified and accordance with the requirements contained in the attached insurance requirements.

**16.0 STAFF**

The Consultant shall utilize the personnel named and/or otherwise identified in its proposal to perform services required. In the event that any of the personnel named are unable to perform because of death, illness, resignation from the Consultant's employ, or similar reasons, the Consultant shall promptly submit to the 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.

**17.0 DRUG, TOBACCO, AND ALCOHOL**

All HCPS properties are "drug, tobacco, and alcohol free zones" as designated by Local and State laws. Neither the Contractor or their employees (or subcontractors) are permitted to have any drugs, tobacco, or alcohol products on HCPS property. Use or possession of such items on HCPS property will result in immediate termination of the Contract.

**18.0 PROTEST AND APPEAL PROCESS**

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

**19.0 NONDISCRIMINATION**

- 19.1 The Contractor shall comply with all Federal and State anti-discrimination laws in the performance of this contract.
- 19.2 The Harford County Public School System (HCPS) does not discriminate on the basis of race, color, sex, age, national origin, religion, sexual orientation, gender identity, marital status, genetic information, or disability in matters affecting employment or in providing access to programs to employees. Inquiries related to the non-discrimination policy of the Board of Education of Harford County should be directed to the Supervisor of Equity and Cultural Proficiency, 410-809-6065.
- 19.3 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.
- 19.4 In the event the Awarded Offeror is deemed noncompliant with the nondiscrimination clause of this contract, this contract may be canceled, terminated or suspended in whole or in part.

**20.0 NON-HIRING OF EMPLOYEES BY AWARDED OFFEROR OR HCPS**

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



20.2 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.

## **21.0 FINANCIAL DISCLOSURE**

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

## **22.0 POLITICAL CONTRIBUTION DISCLOSURE**

Awarded Offeror shall comply with the provisions of Section 14-101 et seq. of the Election Law Article of the Maryland Code, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, including school districts, during a calendar year under which the person receives in the aggregate \$10,000 or more, shall, on or before February 1 of the following year, file with the Secretary of State of Maryland certain specified information to include disclosure of political contributions in excess of \$100 to a candidate for elective office in any primary or general election.

## **23.0 RETENTION OF RECORDS**

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.

## **24.0 LANGUAGE/GENDER**

24.1 Proposer, offeror, vendor, consultant, firm and contractor all have the same meaning and may be used interchangeably.

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

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

## **25.0 DISSEMINATION OF INFORMATION**

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

## **26.0 CONSULTANT'S OBLIGATION**

26.1 The Awarded Offeror shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications, as decided by HCPS, and as described herein. Deviations, exceptions, alternates, etc., may render the proposal as non-responsive.

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

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

26.4 HCPS review, approval, or acceptance of, nor payment for, any of the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Consultant shall be and remain liable to

HCPS in accordance with applicable law for all damages to HCPS caused by the Consultant's negligent performance of any or the services furnished under this contract.

- 26.5 The rights and remedies of HCPS provided for under this contract are in addition to any rights and remedies provided by law.
- 26.6 In case of any apparent conflict between the specifications and such laws, ordinances, etc., the Awarded Offeror shall call the attention of the applicable HCPS designee(s) to such conflict for a decision before proceeding with any work.
- 26.7 Any deviations to the specifications or statement of work must be clearly noted in detail by the Offeror, in writing, at the time of submittal of the formal proposal.
- 26.8 The Awarded Offeror shall and will, in good professional manner, do and perform all services, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the provisions of this contract and said specifications and in accordance with the specifications covered by this contract and any and all supplemental specifications, and in accordance with the directions of the Board of Education as given from time to time during the progress of the work. The Contractor shall observe, comply with and be subject to all terms conditions, requirements and limitations of the Contract and Specifications and shall do, carry on and complete the entire work to the complete satisfaction of the Board of Education.
- 26.9 Awarded Offeror may be required pursuant to the Business Regulation Article of the Maryland Code, to provide proof of Certificate of Registry.

## **27.0 CHANGES, ALTERATIONS, OR MODIFICATIONS**

- 27.1 HCPS shall have the right, at its discretion, to change, alter, or modify the services provided for in this agreement and such changes, alterations, or modifications may be made even though it will result in an increase or decrease in the services of the Consultant or in the Contract cost thereof.
- 27.2 If such changes cause an increase or decrease in the Consultant's cost of, or time required for, performance of any service under this contract, whether or not changed by an order, an equitable adjustment shall be made and the Contract shall be modified in writing accordingly. Any claim of the Consultant for adjustment under this clause must be asserted in writing with thirty (30) days from the date of receipt by the Consultant of the notification of change unless the Project Manager or his duly authorized representative grants a further period of time before the date of final payment under the Contract.
- 27.3 No services for which an additional cost or fee will be charged by the Consultant without prior written authorization of HCPS.

## **28.0 SUBCONTRACTING OR ASSIGNMENT**

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

## **29.0 DELAYS AND EXTENSIONS**

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

## **30.0 ILLEGAL IMMIGRANT LABOR**

The use of illegal immigrant labor to fulfill contracts solicited by HCPS is in violation of the law and is strictly prohibited. Contractors and subcontractors must verify employment eligibility of workers in order to assure that they are not violating Federal/State/Local laws regarding illegal immigration. A compliance audit may be conducted.

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

- 31.1 **If a child sex offender, as determined by the definitions contained in the Criminal Law Article of the Annotated Code of Maryland, is employed by the Awarded Bidder, the Awarded Bidder is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any HCPS property, including the project property. Violation of this provision may result in Termination for Cause.**
- 31.2 Contractor acknowledges and agrees that, pursuant to Section §6-113 of the Education Article of Maryland Code, Contractor is prohibited from knowingly assigning or permitting its Subcontractors from knowingly assigning any of the Contractor's or Subcontractor's employees to work in, on or about school premises if such employee may or would have direct, unsupervised and uncontrolled access to children if the employee has been convicted of, pled guilty or *nolo contendere*, to any of the following crimes.
- 31.2.1 A sexual offense in the third or fourth degree under §3-307 or §3-308 of the Criminal Law Article of the Maryland Code or an offense under the laws of another state that would constitute an offense under §3-307 or §3-308 of the Criminal Law Article if committed in Maryland;
- 31.2.2 Child sexual abuse under §3-602 of the Criminal Law Article, or an offense under the laws of another state that would constitute child sexual abuse under §3-602 of the Criminal Law Article if committed in Maryland; or
- 31.2.3 A crime of violence as defined in §14-101 of the Criminal Law Article, or an offense under the laws of another state that would be violation of §14-101 of the Criminal Law Article if committed in Maryland, including: (1) abduction; (2) arson in the first degree; (3) kidnapping; (4) manslaughter, except involuntary manslaughter; (5) mayhem; (6) maiming; (7) murder; (8) rape; (9) robbery; (10) carjacking; (11) armed carjacking; (12) sexual offense in the first degree; (13) sexual offense in the second degree; (14) use of a handgun in the commission of a felony or other crime of violence; (15) child abuse in the first degree; (16) sexual abuse of a minor; (17) an attempt to commit any of the crimes described in items (1) through (16) of this list; (18) continuing course of conduct with a child under §3-315 of the Criminal Law Article; (19) assault in the first degree; (20) assault with intent to murder; (21) assault with intent to rape; (22) assault with intent to rob; (23) assault with intent to commit a sexual offense in the first degree; and (24) assault with intent to commit a sexual offense in the second degree.
- 31.3 Direct unsupervised and uncontrolled access with students is prohibited. If you, as the Contractor/Site Supervisor, witness or suspect your employee(s) entering into a student area, action must be taken immediately to rectify the situation.
- 31.4 The apparent low bidder shall complete and submit the Employment of Sex Offenders and Other Criminal Offenders Affidavit, which is specified in the bid documents within ten (10) working days of receiving notification of potential award.

### 32.0 **CRIMINAL BACKGROUND CHECKS FOR CONTRACTORS**

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

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

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

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

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

- 32.1 IN ADDITION to the above requirements, Contractors shall comply with the requirements of House Bill 486 passed by the General Assembly in 2019, regarding screening of applicants for employment.
- 32.1.1 Effective July 1, 2019
  - 32.1.2 MSDE Guidance for House Bill 486 – Child Sexual and Sexual Misconduct Prevention) can be found online at [www.marylandpublicschools.org](http://www.marylandpublicschools.org).
  - 32.1.3 Submission of Section 000325 Contract Affidavit (HB 486/SB 541Compliance) is required to be submitted prior to award of contract.

### **33.0 SEX OFFENDER REGISTRATION**

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

### **34.0 LABOR AND RATES OF PAY**

- 34.1 The Awarded Offeror agrees that it shall abide by all applicable provisions of Federal and State law and regulation pertaining to workplace conditions, child labor and that all employees will be treated with dignity and respect.
- 34.2 The Awarded Offeror agrees to comply with all applicable Federal and State law and regulation relating to payment of wages.

### **35.0 DEBRIEFING**

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

### **36.0 PROCUREMENT-INVESTMENT ACTIVITIES IN IRAN**

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

### **37.0 IT ACCESSIBILITY PROGRAM**

- 37.1 Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended in 1998, is a federal law that requires agencies to provide individuals with disabilities equal access to electronic information and data comparable to those who do not have disabilities, unless an undue burden would be imposed on the agency. The Section 508 standards are the technical requirements and criteria that are used to measure conformance within this law. More information on Section 508 and the technical standards can be found at [www.section508.gov](http://www.section508.gov).
- 37.2 Section 508 requires agencies, during the procurement, development, maintenance, or use of ICT, to ensure that individuals with disabilities have access to and use of ICT information and data comparable to the access and use afforded to individuals without disabilities (i.e., "ICT accessibility"), unless an undue burden would be imposed on the agency. The Section 508 standards are the technical requirements and criteria that are used to measure conformance with the law and incorporate the W3C Web Content Accessibility Guidelines (WCAG) 2.0.

**REQUEST FOR PROPOSAL  
#21-SEH-010  
SWIMMING POOL ASSESSMENT**

**1. PURPOSE**

The purpose of this Request for Proposal is to solicit sealed proposals from responsive and responsible Offerors for providing a comprehensive assessment and evaluation of three (3) swimming pools within Harford County Public Middle Schools. These pools are located at Edgewood Middle School, North Harford Middle School and Magnolia Middle School. The purpose of this assessment and evaluation is for the Offeror to provide a report for each facility detailing the current condition, deficiencies, and recommendations for repairs and maintenance requirements.

**2. SCOPE OF WORK**

Qualified Offerors are encouraged to submit a proposal for the following services.

2.1. Offerors will prepare a physical needs assessment and forecast a maintenance plan for when various upgrades, repairs, or changes for inclusion in an Capital Plan over the next six (6) years for three (3) middle school swimming pool facilities.

2.1.1. Assessment should include swimming pool support spaces including, but not limited to, pool offices, locker rooms, storage rooms, and space used with the operation of the pools.

2.2. Assessment/evaluation is intended to provide Harford County Public Schools with the necessary information required to make informed decisions regarding the maintenance program, capital needs, and budgeting needs required to maintain and bring each facility up to current standards. This includes the status of the existing conditions, recommendations for improvements, and a cost estimate taking into account the prioritization of repairs from highest to lowest for each of the suggested recommendations.

2.3. At a minimum, this assessment should include:

2.3.1. Visual inspection of each of the pools and pool rooms (natatorium), filter systems, and disinfection systems.

2.3.2. Evaluation of air quality and the condition of the mechanical equipment that support these spaces.

2.3.3. Evaluation of the overall quality and condition of the mechanical equipment that supports these spaces.

2.3.4. Evaluation of the overall condition of the spaces to include, but not limited to floor finishes, wall finishes, ceilings, seating, equipment, and lighting systems.

2.3.5. Recommendations to save energy and operate the pools more efficiently.

2.4. This assessment should include Americans with Disabilities Act of 1990 (ADA) and Virginia Graeme Baker Pool and Spa Safety Act (VGBA) compliance. In accordance with Title 14 of the U.S. Energy Independence and Security Act of 2007.

2.5. Upon completion of assessment/evaluation, offers will present a report addressing, at minimum, the following:

2.5.1. Identification of all existing pool operating systems

2.5.2. Condition evaluation of the existing systems

- 2.5.3.Recommendations for maintenance, repair, and/or replacement of system components
- 2.5.4.An itemized estimate of the costs associated with the report recommendations
- 2.5.5.Determination of the urgency and sequence of the recommendations to support HCPS Capital Planning
- 2.5.6.Visual inspection of each of the pools and pool rooms (natatorium), filter systems, and disinfection systems.

### 3. **RESPONDENT REQUIREMENTS**

- 3.1. Must be in Good Standing with the State of Maryland
- 3.2. Must have the ability to complete the requirements in accordance with their proposed ~~provided~~ timeline
- 3.3. Must meet the insurance requirements
- 3.4. Must have the qualifications and ability to conduct Aquatic Engineering Services
- 3.5. Must have knowledge of Federal, State, and Local pool regulations

### 4. **SPECIAL CONDITIONS**

This is a One-Time Contract. The services requested are pending allocation of funds from USDE and MSDE and approval of award by the Board of Education of Harford County. HCPS reserves the right to order services as may be required during the Contract period and reserves the right not to authorize/order any services.

### 5. **AWARD**

- 5.1. HCPS reserves the right to award by service, location, in total or make no award. HCPS is not obligated, but reserves the right, to award to one or more responsive and responsible offeror(s) that is deemed to be in the best interest of HCPS.
- 5.2. HCPS may reject any offer which contains omissions, altered forms, additions, or imposes conditions or offers alternate items. HCPS may make any award which is deemed in the best interest of Harford County Public Schools or make no award at all, at its sole discretion.
- 5.3. Harford County Public Schools reserves the right to accept or reject any or all offers and to waive any informalities in offers received whenever such rejection or waiver is in the best interest of HCPS.
- 5.4. Conditional offerors will not be accepted and may be deemed non-responsive.
- 5.5. HCPS reserves the right to reject any offer if the evidence submitted by an offeror, or from the investigation of such offeror, fails to satisfy HCPS that such offeror is qualified to perform the obligations of the contract.
- 5.6. HCPS does not guarantee that all or any work will be done and reserves the right to reject all offers and to re-solicit at its sole discretion.
- 5.7. HCPS reserves the right to add awarded offeror(s) to this contract, within one (1) year of contract award, if the initial awarded offeror(s) cannot fulfill all of the requirements.
- 5.8. HCPS reserves the right to utilize the services of the next favorable offeror if for any reason the preceding Awarded Offeror is unable to fulfill their contractual obligations within one (1) year of contract award.

- 5.9. In the event the Awarded Offeror(s) cannot deliver the services of the Contract in accordance with the specifications, HCPS reserves the right to purchase the services on the open market to assure the continued operation of HCPS. The difference in the open market cost and bid price will be at the expense of the Awarded Offeror.

## 6. **CONTRACT TERM**

The HCPS's goal is to promote partner relationships in accordance with the policies and procedures of public procurement. Toward that end, the successful Respondent may be awarded a contract ending around the beginning or around early 2021.

## 7. **RFP CLOSING DATE**

Proposals must be received by the Purchasing Office, at bids@hcps.org, no later than **2:30 pm, local time, on December 11, 2020**. Proposals received after this time will not be considered. Proposals may not be modified after the RFP closing date and time.

## 8. **DELIVERY OF PROPOSALS**

All proposals shall be and delivered via e-mail to the above address. Faxes/physical deliveries will not be accepted.

## 9. **PRE-PROPOSAL CONFERENCE** – November 20, 2020 at 10:00 am via Microsoft Teams

10. **SITE VISITS** – Site visits can be scheduled by request on a first come, first serve basis. Those wishing to schedule a site visit can request one by e-mail to sara.harvey@hcps.org. Offers may agree to COVID-19 safety precautions prior to the site visit.

## 11. **PROPOSAL FORM**

11.1. See **Section 18: Submittal Requirements** for complete details.

11.2. Each respondent shall submit one (1) complete set of the Proposal Submittal, as follows:

11.2.1. One electronic file containing the Technical Proposal

11.2.2. One electronic file containing the Cost Proposal (Separate from technical proposal)

11.2.2.1. Failure to separate Technical Proposal from the Cost Proposal may deem your response non-responsive

11.2.2.2. Failure to separate both Technical Proposal and Cost Proposal will deem your Proposal Non-Responsive

11.2.3. If a Non-Disclosure Agreement is signed and confidential materials are submitted, such confidential materials shall not be included on the Technical Proposal or Cost Proposal. All confidential materials shall be segregated on separate files, plainly labeled "Confidential Materials."

11.2.4. Terms and conditions differing from those in this RFP may be cause for disqualification of the proposal.

## 12. **QUESTIONS CONCERNING RFP**

- 12.1. Questions concerning any portion of this RFP shall be directed by e-mail to the Agent named herein, who shall be the official point of contact for this RFP. Questions should be submitted by the date and time listed on the coversheet.

- 12.2. Make e-mail subject "Questions on RFP 21-SEH-010: Swimming Pool Assessment"

**Submit questions to:**  
Sara Harvey, Purchasing Agent  
sara.harvey@hcps.org

### 13. **RESPONDENTS RESPONSIBILITIES**

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

### 14. **INSURANCE REQUIREMENTS**

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 of 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.

### 15. **PRESENTATIONS BY RESPONDENTS**

- 15.1. HCPS, at its sole discretion, may ask individual respondents to make oral presentations, informal telephone interviews and/or demonstrations without charge to HCPS.
- 15.2. HCPS reserves the right to require any respondent to demonstrate, to the satisfaction of HCPS, that the respondent has the fiscal and managerial abilities to properly furnish the services proposed and required to fulfill the contract. The demonstration must satisfy the Board and the Board shall be the sole judge of compliance.
- 15.3. Respondents are cautioned not to assume that presentations will be required and should include all pertinent and required information in their original proposal package.
- 15.4. It is HCPS' intent to award a contract to the respondent deemed most advantageous to HCPS in accordance with the evaluation criteria specified elsewhere in this RFP. The Board reserves the right, however, to conduct post-presentation discussions with any respondent who has a realistic possibility of contract award including, but not limited to: request for additional information, competitive negotiations, and further best-and-final offers.

### 16. **WRITTEN EVALUATION CRITERIA**

Responses will be distributed to a selection committee for review and evaluation in accordance with this



section. The committee will then convene to discuss, scores will be tallied and the committee shall make a recommendation of award.

## 17. SCORING

- 17.1. Offerors that receive a technical score of **60 points** in the evaluation will advance to the Final Stage. Points assigned to each Offeror's cost proposal will be based on the lowest proposal price containing the specified quantities of equipment listed below. It is important that you list the total cost of equipment, delivery, and installation in your proposal. Provide a total cost that includes the minimum quantities of the equipment listed in a separate file.
- 17.2. An adjectival scoring system shall be applied throughout the evaluation process for the evaluation of the written responses and the oral presentation/informal interviews. A score of **1** is the least favorable and a score of **5** is the most favorable in all sections.
- 17.3. The Respondent's response will be scored by committee members in accordance with the following scale:
- 1 = Inadequate: Not responsive to the question.
  - 2 = Marginal: Responsive to the question but below acceptable standards.
  - 3 = Fair: Minimal acceptable performance standards and responsive to the question.
  - 4 = Good: Above minimum performance, effective and responsive to the question.
  - 5 = Excellent: Exceeds expectations for effectiveness and responsiveness to the question.

## 18. SUBMITTAL REQUIREMENTS

All proposals shall include at minimum:

- 18.1. **Tab 1 – Respondent's Profile and Submittal Letter – (Weighted Value 15)**  
RFP Submittal Letter signed by authorized agent of the business/corporation with proof of authorization from business.
- A brief profile of the firm, including:
    - A brief history of the business
    - Organizational structure of business
    - Ownership interests
    - Active business venues (counties, states, etc.)
    - Present status and projected direction of business
    - Designation of the legal entity by which the business operates and documentation from the appropriate state's agency confirming firm's legal entity type (i.e. sole proprietorship, partnership, limited liability partnership, corporation, Limited Liability Corporation, etc.)
- 18.2. **Tab 2 – Experience of Personnel – (Weighted Value 20)**
- The overall qualifications/resumes of the key personnel providing the service requested, including education and training, and experience in services herein addressed.
  - Experience with aquatic consulting and engineering.
    - A minimum of 4 years' experience is required for the key personnel.
- 18.3. **Tab 3 – Technical Approach and Methodology – Scope of Services (Weighted Value 35)**
- The Firm's approach and methodology of how the services herein addressed will be provided. Submit any applicable artifacts.
  - Thoroughly describe the organization's experience and success in providing similar assessments.
  - Length of assessment
- 18.4. **Tab 4– References – (Weighted Value 10)**
- Provide a minimum of three (3) reference letters from owner representatives for projects that your firm has provided or is providing services which are similar in scope (commercial pools) to this RFP. Reference letters shall be current, dated within one (1) year of this solicitation. The reference from the owner representative must be provided on their letterhead, and include details regarding your Firm's role, level of service provided, etc. Letters from Harford County Public

Schools staff shall not be considered. Please include current contact information for all references. Please also include contact information for two (2) former clients that have discontinued services with your Firm in the last 2 years.

- 18.5. **Tab 8** – Exceptions to Draft Contract (Weighted Value 5)
- 18.6. Provide any exceptions to HCPS's Professional Services Agreement (Attachment "G"). In addition, respondents must provide any and all documentation or agreements that you anticipate requesting HCPS to incorporate into the final agreement or sign as a result of this RFP award.
- 18.7. **Tab 9** – Addenda (Non-Scored)
- Any addenda issued subsequent to the release of this solicitation must be signed and returned with the firm's proposal. Failure to return signed addenda may be cause for the proposal to be considered non-responsive.
- 18.8. **Tab 10** – Required Documents – Provided in order listed below (Non-Scored)
- Attachment "B" Insurance Requirements for Service/Consulting Contracts
  - Attachment "C" Debarment Certification
  - Attachment "D" Conflict of Interest Form
  - Attachment "E" Employment of Sex Offenders and Other Criminal Offenders Affidavit
  - Attachment "F" Anti-Bribery Affidavit
  - Attachment "G" Professional Services Agreement
  - Attachment "H" COVID-19 Contingency Plan
- 18.9. All respondents shall properly complete, have notarized and attach all required documentation with their proposal.
- 18.10. All materials that qualify as "trade secrets" shall be segregated, clearly labeled and accompanied by an executed Non-Disclosure Agreement for Confidential Materials.
- 18.11. **Tab 11** – Contract pricing page (See Attachment H - Exhibit A – Pricing) (Weighted Value 15)
- Include hourly rates and associated positions.
  - Approximate number of hours to complete scope
  - Cost to complete scope

**ATTACHMENT A****PROPOSED RFP DATE OF EVENTS**

<b>Date</b>	<b>Description</b>
November 13, 2020	<b>RFP Project Posted to HCPS Website and eMaryland Marketplace</b>
November 20, 2020	<b>Pre-Proposal Meeting NOT Required</b>
November 30, 2020	<b>Question Deadline - due before 12:00 PM</b>
December 4, 2020	<b>Addenda released (if necessary)</b> Addenda addressing questions received prior to the question deadline will be posted on HCPS website and eMaryland Marketplace.
December 11, 2020	<b>Submittals Due before 2:30 PM</b>
	<b>Deliver to: <a href="mailto:bids@hcps.org">bids@hcps.org</a></b> No physical copies will be accepted
December 17, 2020	<b>Committee to Evaluate Submittals</b>
January 8 & 9 2020	<b>Interviews (If Needed)</b>
January 9, 2020	<b>Selection Committee Recommendation</b>
January 16, 2020	<b>Award Posted</b>

**ATTACHMENT B**  
**Insurance Requirements**

**Harford County Public School System – Maryland**

**Insurance Requirements for Architect/Engineer**

1. General Insurance Requirements

- 1.1 The Consultant shall not commence any operations or services on behalf of the Board of Education of Harford County (the Board) under this Contract until the Consultant has obtained at the Consultant'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 Consultant will be granted only after submission to the Board of original certificates of insurance signed by authorized representatives of the insurers or, at the Board's request, certified copies of the required insurance policies.
- 1.2 Insurance as required hereunder shall be in force throughout the term of the Contract. 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.
- 1.3 The Consultant shall require all Subcontractors to maintain during the term of the Contract insurance to the same extent required of the Consultant herein unless any such requirement is expressly waived or amended by the Board in writing. The Consultant shall furnish Subcontractors' certificates of insurance to the Board immediately upon request.
- 1.4 All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal or material reduction in coverage until sixty (60) days prior written notice has been given to the Board.
- Therefore, the phrases "endeavor to" and ". . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.
- 1.5 No acceptance and/or approval of any insurance by the Board shall be construed as relieving or excusing the Consultant from any liability or obligation imposed upon the Consultant by the provisions of this Contract.
- 1.6 If the Consultant does not meet the insurance requirements of this Contract, the Consultant shall forward a written request to the Board for a waiver in writing of the insurance requirement(s) not met or approval in writing of alternate insurance coverage, self-insurance, or group self-insurance arrangements. If the Board denies the request, the Consultant must comply with the insurance requirements as specified in this Contract.
- 1.7 All required insurance coverages must be underwritten by insurers allowed to do business in the State of Maryland and acceptable to the Board. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest evaluation by A. M. Best Company, unless Board grants specific approval for an exception. The Board hereby grants specific approval for the acquisition of workers compensation and employers liability insurance from the Injured Workers Insurance Fund of Maryland.
- 1.8 Any deductibles or retentions in excess of \$10,000 shall be disclosed by the Consultant, and are subject to Board's written approval. Any deductible or retention amounts elected by the Consultant or imposed by the Consultant's insurer(s) shall be the sole responsibility of the Consultant.
- 1.9 If the Board is damaged by the failure or neglect of the Consultant to purchase and maintain insurance as described and required herein, without so notifying the Board, then the Consultant shall bear all reasonable costs properly attributable thereto.

## 2. Consultant's Insurance

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

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

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

This insurance shall include coverage for all of the following:

- i. Liability arising from premises and operations;
- ii. Liability arising from the actions of independent contractors;
- iii. Contractual liability protection for the Consultant from bodily injury and property damage claims arising out of liability assumed under this Contract.

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

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

2.1.3 If the Consultant has any employees, workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard "other states" coverage; employers liability insurance or its equivalent with minimum limits of:

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

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

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

And including all of the following coverages on the applicable schedule of underlying insurance:

- i. Commercial general liability;
- ii. Business auto liability; and
- iii. Employers liability

2.1.5 If the Consultant is an individual or sole proprietor operating without workers compensation coverage, personal health insurance or its equivalent is required

2.1.6 Professional liability (or errors or omissions liability) insurance or its equivalent with minimum limits of:

\$3,000,000	Each Claim or Wrongful Act; and
\$3,000,000	Annual Aggregate

- 2.1.7 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 Consultant's commercial general liability insurance with respect to liability arising out of the services provided under this Contract by Consultant.

**Special Notes:** ISO forms CG 2009 and CG 2010 entitled "Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization" (previously Forms A and B respectively) are **NOT ACCEPTABLE**. ISO form CG 2026 entitle "Additional Insured – Designated Person or Organization" **or a manuscript endorsement with the below wording is required.**

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

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

- 2.3 Insurance or self-insurance provided to the Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers under any Consultant's liability insurance of self-insurance required herein, including, but not limited to, umbrella and excess liability or excess liability policies, shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurance or self-insurance. (Any cross suits or cross liability exclusion shall be deleted from Consultant's liability insurance policies required herein.)
- 2.4 Insurance or self-insurance provided to the Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers as specified herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the Board and its elected and appointed officials, officers, employees and authorized volunteers shall be excess of and non-contributory with insurance of self-insurance provided to the Board and its elected and appointed officials, officers, employees and authorized volunteers as specified herein.
- 2.5 If any liability insurance purchased by the Consultant has been issued on a "claims made" basis, the Consultant must comply with the following additional conditions:
- 2.5.1 The Consultant shall agree to provide certificates of insurance evidencing the above coverages for a period of two years after final payment by the Board under this Contract. Such certificates shall evidence a retroactive date no later than the inception date of this Contract; or
- 2.5.2 The Consultant shall purchase an extended (minimum two years) reporting period endorsement for each such "claims made" policy in force as of the expiration or termination date of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself. Such certificate or copy of the endorsement shall evidence a retroactive date no later than the inception date of this Contract.

### 3. **Indemnification**

To the fullest extent permitted by law, Consultant 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 Consultant under this Contract.

### 4. **Waiver of Subrogation**

To the fullest extent permitted by law, the Consultant 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 Consultant under this Contract. Consultant 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 Consultant shall advise its insurers of the foregoing.

5. **Acknowledgment of Consultant's Independent Contractor Status and no Coverage For Consultant Under Board's Workers Compensation Coverage**

Consultant 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 Consultant or its employees during the Consultant's performance of services for the Board. To the fullest extent permitted by law, the Consultant 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 Consultant shall advise its insurers of the foregoing.

6. **Damage To Property of The Consultant And Its Invitees**

To the fullest extent permitted by law, the Consultant shall be solely responsible for any loss or damage to property of the Consultant or its invitees, employees, officials, volunteers, agents and representatives while such property is on, at or adjacent to the premises of the Board.

**ATTACHMENT C**  
**DEBARMENT CERTIFICATION**

**HARFORD COUNTY PUBLIC SCHOOLS**

Sean W. Bulson, Ed.D., Superintendent

102 S. Hickory Ave, Bel Air, Maryland 21014

**CERTIFICATION REGARDING U.S. GOVERNMENT  
DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR, part 85, Section 85.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

- (1) The prospective participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\_\_\_\_\_  
Name and Title of Authorized Agency/Organization Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agency/Organization

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



**ATTACHMENT D**  
**CONFLICT OF INTEREST FORM**

**CONTRACTOR PERSONAL CONFLICTS OF INTEREST  
FINANCIAL DISCLOSURE TEMPLATE  
(JUL 2017)**

**Offerors/Contractors:**

- **Use of this actual template is not required.** This template is provided as a sample for the kind of information HCPS has found to be vital for proper personal COI analysis. If the offeror/contractor uses its own template or form for personal conflict of interest information collection and disclosure, the offeror/contractor should ensure that, at a minimum, the information captured on this template is collected.
- **Personal Conflict of Interest Financial Disclosure information shall NOT BE submitted to HCPS.** However, such information shall be collected and analyzed for all Governing Body members (e.g., Board of Directors, Trustees, etc.), and principals of the organization as defined by FAR 52.203-13, Contractor Code of Business Ethics and Conduct, and for each manager and key personnel who would be, or are involved with, the performance of the contract. **NOTE: References to organizational and/or personal conflicts of interest will be referred to individually and collectively as conflicts of interest (COI).**
- **Compliance Officer Analysis.** Offeror/Contractor Compliance Officer Analysis of Individual Personal Conflicts Of Interest is required – See end of this template for a sample of Reporting Employee Disclosure and analysis.

Reporting Employee (Also includes Board of Director members or others, as applicable):

- Please complete the “Reporting Employee Information” below that will identify you as the reporter. None of the below information will be submitted to the government; it is for internal collection and analysis only. However, if you have concerns regarding personal information requested in this Form, please consult with your company’s Compliance Officer.
- Read the instructions for Parts I through IV (Identified in Blue Headers) on the following pages.
- General Statements (Below Reporting Employee Information): If you selected “Yes” for any statement, you must describe the reportable interests in the corresponding Parts I, II, III, and/or IV below in the Purple Header Sections. If additional space is required, please expand the space provided or provide additional pages.
- Sign and date the disclosure of information. This disclosure information and signature page will remain with the contract file.
- Submit completed documents to the appropriate Purchasing Agent.

**REPORTING EMPLOYEE INFORMATION**

<b>Company</b>	
<b>Business/Unit and Address</b>	<b>Employee Identification</b>
Updated __	<b>Reporting Status</b> Initial __ Annual __ Updated __

<b>General Statements (Reporting Employee - For each statement below, check “Yes” or “No.” For more detail or further instructions, see the following sections I thru IV below.)</b>	<b>Yes</b>	<b>No</b>
I. I have reportable assets or sources of income for myself, my spouse/domestic partner and/or any dependent of the respondent.		
II. I have reportable liabilities for myself, my spouse/domestic partner and/or any dependent of the respondent.		
III. I have reportable outside positions for myself, my spouse/domestic partner and/or any dependent of the respondent.		
IV. I have reportable gifts and/or travel reimbursements for myself.		

**IMPORTANT DEFINITIONS**

<b>Dependent</b> – A son, daughter, stepson or stepdaughter who is either unmarried and under age 21 and living in the filer’s house, or considered dependent under the U.S. tax code.		
<b>Diversified Mutual Fund</b> – A mutual fund that does not have a stated policy of concentrating its investments in one industry, business, or single country other than the United States.		
<b>Sector Mutual Fund</b> – A mutual fund that concentrates its investments in an industry, business, single country other than the United States, or bonds of a single state within the United States.		
Reportable Asset #	Description of Asset	\$ Amount
1		
2		
3		
4		

**LIABILITIES**

REPORTABLE LIABILITIES	
Name of creditor (include City and State where creditor is located)	Type of liability
1	
2	
3	

**ADDITIONAL POSITIONS**

Report for Yourself:	Do Not Report:
REPORTABLE POSITIONS	
Organization (Include city and state where organization is located)	Position
1	
2	
3	
4	

## GIFTS AND/OR TRAVEL REIMBURSEMENTS

REPORTABLE INFORMATION	
Source	Description (For Travel, also include purpose of trip)
1	
2	
3	

## PERSONAL CONFLICTS OF INTEREST FINANCIAL DISCLOSURE EMPLOYEE SIGNATURE PAGE

CERTIFICATION OF REPORTING EMPLOYEE:	
I, _____ ( <i>Print Name</i> ), certify that the statements I have made herein and on all attachments are true, complete, and correct to the best of my knowledge.	
Signature	Date ( <i>mm/dd/yy</i> )

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

**HARFORD COUNTY PUBLIC SCHOOLS**  
**EMPLOYMENT OF SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS AFFIDAVIT**

I AFFIRM THAT:

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

- A. Maryland Law requires sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work, or attend school. An HCPS contractor agrees and acknowledges that it/he/she is prohibited from knowingly employing an individual to work at a school if the individual is registered as a sex offender pursuant to Section §11-704 of the Criminal Procedures Article of Maryland Code.
- B. An HCPS contractor or subcontractor may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of:
  - 1) Section §3-307 of the Criminal Law Article, Maryland Annotated Code, *Sexual Offense in the Third Degree*;
  - 2) Section §3-308 of the Criminal Law Article, Maryland Annotated Code, *Sexual Offense in the Fourth Degree*;
  - 3) An offense under the laws of another state that would constitute a violation of Sections §3-307 or §3-308 of the Criminal Law Article if committed in Maryland;
  - 4) Child sexual abuse under Section §3-602 of the Criminal Law Article, Annotated Code of Maryland;
  - 5) An offense under the laws of another state that would constitute child sexual abuse under Section §3-602 of the Criminal Law Article if committed in Maryland;
  - 6) A crime of violence as defined in Section §14-101 of the Criminal Law Article, Annotated Code of Maryland; or
  - 7) An offense under the laws of another state that would constitute a crime of violence under Section §14-101 of the Criminal Law Article if committed in Maryland.
  - 8) Contractors shall comply with the requirements of House Bill 486 passed by the General Assembly in 2019, regarding screening of applicants for employment.
    - a. Effective July 1, 2019
    - b. MSDE Guidance for House Bill 486 – Child Sexual and Sexual Misconduct Prevention) can be found online at [www.marylandpublicschools.org](http://www.marylandpublicschools.org).
    - c. Submission of Section 000325 Contract Affidavit (HB 486/SB 541 Compliance) is required to be submitted prior to award of contract.

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

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

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

Date: \_\_\_\_\_

By: \_\_\_\_\_ (printed name of Authorized Representative and affiant)

\_\_\_\_\_ (signature of Authorized Representative and affiant)

\_\_\_\_\_ (Company Name)

**ATTACHMENT F**  
**ANTI-BRIBERY AFFIDAVIT**

**HARFORD COUNTY PUBLIC SCHOOLS**

Sean W. Bulson, Ed.D., Superintendent

102 S. Hickory Ave, Bel Air, Maryland 21014

**STATE OF MARYLAND ANTI-BRIBERY AFFIDAVIT**

I HEREBY CERTIFY that:

1. I am the \_\_\_\_\_ and the duly authorized representative of the firm of \_\_\_\_\_ whose address is \_\_\_\_\_ and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.
  
2. Except as described in paragraph 3 below, neither I, nor to the best of my knowledge, the above firm, nor any of its officers, directors or partners, or any of its employees directly involved in obtaining contracts with the State or any county, bi-county, or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions committed, which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Section 9-201 in the Criminal Law Article of the Annotated Code of Maryland or under the laws of any state or federal government.
  
3. (State "none" or, as appropriate, list any conviction, plea, or admission described in paragraph 2 above, with the date; court, official, or administrative body; and the sentence or disposition, if any.

---

I acknowledge that this affidavit is to be furnished to the requesting agency, and where appropriate, to the Board of Public Works and the Attorney General under §16-202, S.F. of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this affidavit are not true and correct, Harford County Public Schools may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with §16-203, S.F. of the Annotated Code of Maryland, which provides that certain persons who have been convicted of or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

## ATTACHMENT G

### PROFESSIONAL SERVICES AGREEMENT



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

#### 1. SERVICES

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

#### 2. REMEDIES AND TERMINATION

2.1. **Correction of Errors, Defects, and Omissions** – The Provider 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 Provider of the responsibility.

2.2. **Set-Off** – HCPS may deduct from and set-off against any amounts due and payable to the Provider any back-charges or damages sustained by HCPS by virtue of any breach of this agreement by the Provider to perform the services or any part of the services in a satisfactory manner. Nothing herein shall limit the liability of the Provider for damages and HCPS may affirmatively collect damages from the Provider.

#### 2.3. **Termination for Default**

2.3.1. If the Provider fails to fulfill its obligations under this Agreement properly and on time, otherwise violates any provision of the Agreement, HCPS may terminate the Agreement by written notice to the Provider. The notice shall specify the acts of omissions relied on as cause for termination.

2.3.2. All finished or unfinished supplies and services provided by the Provider, shall at HCPS' option, become HCPS property. HCPS shall pay the Provider fair and equitable compensation for satisfactory performance prior to receipt of Notice of Termination, less the amount of damages caused by Provider's breach.

2.3.3. If the damages are more than the compensation payable to the Provider, the Provider will remain liable after termination and HCPS can affirmatively collect damages.

2.4. **Termination for Convenience** – HCPS may terminate all or part of the work required under this Agreement for the convenience of HCPS with a thirty (30) day notification. In the event of such termination, the Agreement Administrator shall determine the costs the Provider has incurred to the date of termination and such reasonable costs associated with the termination. HCPS shall pay such costs as determined by the Agreement Administrator to the Provider together with reasonable profit reasonably earned by the Provider to the time of termination but not to include any profit not earned as of the date of termination.

2.5. **Obligations of Provider upon Termination** – Upon Notice of Termination, the Provider shall:

- 2.5.1 Take immediate action to orderly discontinue its work and demobilize its work force to minimize the occurrence of costs.
- 2.5.2 Take such action as may be necessary to protect the property of HCPS, place no further orders or sub Agreement, assign to HCPS in the manner and to the extent directed by HCPS all of the right, title and if ordered by HCPS possession and interest of Provider under the orders or sub Agreements terminated.
- 2.5.3 Deliver to HCPS all materials, equipment, data, drawings, specifications, reports, estimates, and such other information accumulated by the Provider 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.

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

### 3. **ORDER OF PRECEDENCE**

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

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

### 4. **CONTRACT TERM**

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

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

\***Note:** Payment for work that began under Agreement # \_\_\_\_\_ will be paid under the purchase order issued in \_\_\_\_\_.

### 5. **WAIVER OF RIGHT**

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

### 6. **INITIATION OF WORK**

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

### 7. **GOVERNING LAW AND DISPUTE RESOLUTION**

7.1. This Agreement is subject to and will be construed and interpreted under the laws of the State of Maryland.

7.2. Alternative Dispute Resolution (ADR) is the agreed method for resolving disputes that may result from the contractual relationship arising in reference to this proposal and subsequent agreement. If a resolution of the dispute cannot be reached through an agreed ADR method, the parties reserve the right to settle the dispute by appropriate judicial means.

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

### 8. **FREEDOM OF INFORMATION ACT**

8.1. The Provider(s) should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification of why such materials, upon

request, should not be disclosed by HCPS. Blanket requests for the entire proposal to be held confidential will not be considered.

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

9. **COMPLIANCE WITH LAW**

- 9.1. The Provider hereby represents and warrants that it is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified.
- 9.2. The Provider hereby represents and warrants it is not arrears with respect to the payment of any monies due and owing the County or State, of any department or agency thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this agreement.
- 9.3. The Provider shall comply with all Federal, State and Local law, ordinances and legally enforceable rules and regulations applicable to its activities and obligations under this agreement.
- 9.4. The Provider must, at its expense, obtain any and all licenses, permits, insurance, and governmental approval required by Local, State, and Federal authorities, if any, necessary to perform its obligations under this agreement.
- 9.5. The Provider must be fully licensed in all trades or special areas that require a license by Local, State, and Federal authorities.
- 9.6. It is the Provider's responsibility to notify HCPS of lapses in, suspension of or termination of special permits and licenses required under the Agreement.

10. **RESPONSIBILITY FOR CLAIMS AND LIABILITY**

- 10.1. To the fullest extent permitted by law, the Indemnitor shall indemnify, defend and hold the Indemnitee and its employees, agents, officials or volunteers harmless from and against any and all claims, losses, 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.
- 10.2. In claims against any person or entity indemnified within this indemnification by an employee of the Awarded Provider, a sub-Provider, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Provider or a sub-Provider under Workers' Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

11. **INSURANCE**

- 11.1. Review in detail the insurance requirements contained in the attached document. These requirements have been established by the Maryland Association of Boards of Education Group Insurance Pool. Failure to comply with these insurance requirements may render the proposal as non-responsive.
- 11.2. The Provider shall take proper safety and health precautions and to protect their work, their employees, the public and the property of others from any damage or injury resulting solely from the performance of the work described herein.
- 11.3. HCPS shall not be liable for any injuries to the employees, agents, or assignees of the Provider arising out of, or during the course of the agreed upon work relating to this agreement.
- 11.4. The Provider has in force, or shall obtain, and will maintain insurance in not less than the amounts specified and accordance with the requirements contained in the attached insurance requirements.



**12. STAFF**

The Provider 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 Provider's employ, or similar reasons, the Provider shall promptly submit to the Agreement Administrator, in writing, the name and qualifications of the proposed replacement. No substitutions shall be made without the proper written approval of the Contract Administrator/Purchasing Agent and the Supervisor of Purchasing.

**13. DRUG, TOBACCO, AND ALCOHOL**

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

**14. NONDISCRIMINATION**

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

14.2. Harford County Public School System does not discriminate on the basis of race, color, sex, age, national origin, religion, sexual orientation, or disability in matters affecting employment or in providing access to programs. Inquiries related to the policies of the Board of Education of Harford County should be directed to the Manager of Communications, 410-588-5203.

14.3. The Provider 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 Agreement concerning discrimination in employment.

14.4. In the event the Provider is deemed noncompliant with the nondiscrimination clause of this Agreement, this Agreement may be canceled, terminated or suspended in whole or in part.

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

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

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

**16. FINANCIAL DISCLOSURE**

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

**17. POLITICAL CONTRIBUTION DISCLOSURE**

Provider shall comply with the provisions of Section 14-101 et seq. of the Election Law Article of the Maryland Code, which require that every person that enters into Agreements, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, including school districts, during a calendar year under which the person receives in the aggregate \$10,000 or more, shall, on or before February 1 of the following year, file with the Secretary of State of Maryland certain specified information to include disclosure of political contributions in excess of \$100 to a candidate for elective office in any primary or general election.

**18. RETENTION OF RECORDS**

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

**19. LANGUAGE/GENDER**

19.1. Proposer, Offeror, Provider, Consultant, vendor, firm and Agreement all have the same meaning and may be used interchangeably.

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

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

**20. DISSEMINATION OF INFORMATION**

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

**21. PROVIDER'S OBLIGATION**

21.1. The Provider shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications, as decided by HCPS, and as described herein.

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

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

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

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

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

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

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

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

**22. CHANGES, ALTERATIONS, OR MODIFICATIONS**

- 22.1. HCPS shall have the right, at its discretion, to change, alter, or modify the services provided for in this agreement and such changes, alterations, or modifications may be made even though it will result in an increase or decrease in the services of the Provider or in the Agreement cost thereof.
- 22.2. If such changes cause an increase or decrease in the Provider's cost of, or time required for, performance of any service under this Agreement, whether or not changed by an order, an equitable adjustment shall be made and the Agreement shall be modified in writing accordingly. Any claim of the Provider for adjustment under this clause must be asserted in writing with thirty (30) days from the date of receipt by the Provider of the notification of change unless the Contract Administrator or his duly authorized representative grants a further period of time before the date of final payment under the Agreement.
- 22.3. No services for which an additional cost or fee will be charged by the Provider without prior written authorization of a change order. Any changes to the Scope of the Services must be made in writing and signed by both parties ("Change Order") or if the Change Order is made via email to the other party's designated contact person, the receiving party will have five business days to reject the Change Order. Each accepted Change Order will be incorporated herein by reference and subject to the terms and conditions of this Agreement.

**23. SUB-PROVIDER OR ASSIGNMENT**

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

**24. DELAYS AND EXTENSIONS**

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

**25. ILLEGAL IMMIGRANT LABOR**

The use of illegal immigrant labor to fulfill Agreements solicited by HCPS is in violation of the law and is strictly prohibited. Providers and sub-Providers must verify employment eligibility of workers in order to assure that they are not violating Federal/State/Local laws regarding illegal immigration. A compliance audit may be conducted.

**26. EMPLOYMENT OF CHILD SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS**

- 26.1. **If a child sex offender, as determined by the definitions contained in the Criminal Law Article of the Annotated Code of Maryland, is employed by the Awarded Bidder, the Awarded Bidder is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any HCPS property, including the project property. Violation of this provision may result in Termination for Cause.**
- 26.2. Provider acknowledges and agrees that, pursuant to Section §6-113 of the Education Article of Maryland Code, Provider is prohibited from knowingly assigning or permitting its Sub-Provider from knowingly assigning any of the Provider's or Sub-Provider's employees to work in, on or about school premises if such employee may or would have direct, unsupervised and uncontrolled access to children if the employee has been convicted of, pled guilty or *nolo contendere*, to any of the following crimes.
- 26.3. A sexual offense in the third or fourth degree under §3-307 or §3-308 of the Criminal Law Article of the Maryland Code or an offense under the laws of another state that would constitute an offense under §3-307 or §3-308 of the Criminal Law Article if committed in Maryland;

- 26.4. Child sexual abuse under §3-602 of the Criminal Law Article, or an offense under the laws of another state that would constitute child sexual abuse under §3-602 of the Criminal Law Article if committed in Maryland; or
- 26.5. A crime of violence as defined in §14-101 of the Criminal Law Article, or an offense under the laws of another state that would be violation of §14-101 of the Criminal Law Article if committed in Maryland, including: (1) abduction; (2) arson in the first degree; (3) kidnapping; (4) manslaughter, except involuntary manslaughter; (5) mayhem; (6) maiming; (7) murder; (8) rape; (9) robbery; (10) carjacking; (11) armed carjacking; (12) sexual offense in the first degree; (13) sexual offense in the second degree; (14) use of a handgun in the commission of a felony or other crime of violence; (15) child abuse in the first degree; (16) sexual abuse of a minor; (17) an attempt to commit any of the crimes described in items (1) through (16) of this list; (18) continuing course of conduct with a child under §3-315 of the Criminal Law Article; (19) assault in the first degree; (20) assault with intent to murder; (21) assault with intent to rape; (22) assault with intent to rob; (23) assault with intent to commit a sexual offense in the first degree; and (24) assault with intent to commit a sexual offense in the second degree.
- 26.6. Direct unsupervised and uncontrolled access with students is prohibited. If you, as the Provider/Site Supervisor, witness or suspect your employee(s) entering into a student area, action must be taken immediately to rectify the situation.
- 26.7. The apparent low bidder shall complete and submit the Employment of Sex Offenders and Other Criminal Offenders Affidavit, which is specified in the bid documents within ten (10) working days of receiving notification of potential award.

27. **CRIMINAL BACKGROUND CHECKS FOR AGREEMENTORS**

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

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

This Agreement shall cause any member of Provider’s work force to undergo a criminal history background check, including fingerprinting, if such work force member may or will work in, on or about school premises and may, or will have direct, unsupervised and uncontrolled access to children. Such background check and fingerprinting shall meet the requirements of Section §5-560 to §5-569 of the Family Law Article of the Maryland Code. The cost of such criminal background check and fingerprinting shall be paid by Provider. HCPS shall have the right, in its sole discretion, to prohibit any individual from performing any work at, or in or about school premises based on such individual’s criminal background check.

28. **SEX OFFENDER REGISTRATION**

Section §11-722 of the Criminal Procedure Article of the Maryland Code prohibits any person with an Agreement 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.

29. **LABOR AND RATES OF PAY**

- 29.1. The Awarded Provider agrees that it shall abide by all applicable provisions of Federal and State law and regulation pertaining to workplace conditions, child labor and that all employees will be treated with dignity and respect.
- 29.2. The Awarded Provider agrees to comply with all applicable Federal and State law and regulation relating to payment of wages.

30. **PROCUREMENT-INVESTMENT ACTIVITIES IN IRAN**

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

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

**ATTEST:**

\_\_\_\_\_

Name:

Title:

Date:

**HARFORD COUNTY PUBLIC SCHOOLS:**

\_\_\_\_\_

Name:

Title:

Date:

**ATTEST:**

\_\_\_\_\_

Name:

Title:

Date:

**PROVIDER:**

\_\_\_\_\_

Name:

Title:

Date:



