



102 S. Hickory Avenue
Bel Air, Maryland 21014

RFQu #26-GS-005

**REQUEST FOR QUALIFICATIONS
FOR
OUTSIDE LEGAL COUNSEL**

Issue Date: December 4, 2025

Questions Due: December 15, 2025

Due Date and Time: January 14, 2026, 12:00 pm local time

Submit Proposals to: bids@hcps.org

TABLE OF CONTENTS

| | |
|--|----|
| Purpose..... | 3 |
| Contract Period | 3 |
| Contract Documents | 3 |
| Scope of Services | 3 |
| Proposed Timeline | 4 |
| Offerors Requirements/Qualifications | 5 |
| Proposal Evaluations | 5 |
| Termination of Contract | 6 |
| RFQu Coordinator..... | 7 |
| Submittal Response..... | 7 |
| Response Format | 7 |
| Offerors Cost to Develop RFQu..... | 7 |
| Additional Information | 7 |
| Submittal Requirements..... | 8 |
| Signature Sheet | 10 |
| Pricing | 11 |
| Professional Services Agreement Sample | 13 |
| Required Documentation | 21 |
| Conflict of Interest | 23 |
| Employment of Sex Offender and Other Criminal Offenders Affidavit..... | 24 |
| Anti-Bribery Affidavit | 27 |
| Debarment Certification | 28 |
| Insurance Requirements..... | 29 |

Outside Legal Counsel
RFQu #26-GS-005

1. PURPOSE

- 1.1 The Board of Education of Harford County Public Schools (HCPS) is issuing this Request for Qualifications (RFQu) for the purpose of soliciting proposals from interested attorneys and/or law firms to serve as outside legal counsel in various matters. It is HCPS' intent to pre-qualify persons and/or companies that can provide the qualifications regarding any of the requirements listed within this RFQu. The number of partnerships created will be dependent on the number of qualified proposals received.
- 1.2 This is on an as-needed basis and HCPS reserves the right to work with any outside counsel of our choosing for specific matters. There is no guarantee of the amount of work or any minimum dollar amount to any qualified offeror.
- 1.3 It is the intent of this specification to provide the prospective offeror(s) with complete information relative to the total performance of any resultant contract. Offerors are obligated to read and understand all parts of this RFQu and to obtain clarification of any part not thoroughly understood.

2. CONTRACT PERIOD

- 2.1 The contract term shall be agreed upon by both parties, included in the Professional Services Agreement and fully executed. See attached sample.
- 2.2 The initial term of this contract shall be for (1) year and shall begin on or about **July 1, 2026** through **June 30, 2027**.
- 2.3 Harford County Public Schools reserves the right, if mutually agreed upon, to renew this contract under the same terms and conditions for five (5) additional, 1-year periods.
- 2.4 A proposer submitting a response to this solicitation, automatically accepts the possible renewals as a condition of award and acknowledges that all terms and conditions remain unchanged.

3. CONTRACT DOCUMENT

This RFQu and the agreed upon Professional Services Agreement (PSA) shall serve as the Contract. Offerors will be expected to sign the PSA within fifteen (15) business days of receipt. If any offeror wishes to take exception to any provision of the agreement or the RFQu, all such exceptions shall be stated specifically and in writing. Offerors are further advised that under certain circumstances the provisions of a proposal can be subject to negotiation.

4. SCOPE OF SERVICES

- 4.1 Those interested should provide their hourly rate range for each applicable category and should know that HCPS would be able to set a "not to exceed" rate. The exact hourly rate would be dependent upon the scope of services.
- 4.2 Any replacement of resources offered in this Request for Qualifications must be replaced in-kind.
- 4.3 The list of categories includes the following:
 - 4.3.1 Corporate/commercial matters, including but not limited to M&A, complex leases, banking, and financing transactions (including deferred compensation and other specialized matters), and governance
 - 4.3.2 Employment and Labor, including both union and non-union matters

- 4.3.3 Education and Special Education, including but not limited to federal and state compliance issues, due process
- 4.3.4 Construction (especially school construction)
- 4.3.5 Land Use
- 4.3.6 Zoning/Planning/Permitting matters specific to Harford County and the State of Maryland
- 4.3.7 Family law, including custody matters and complex issues involving parental rights and child/student rights
- 4.3.8 Board representation, requiring proficiency with the Open Meetings Act, Robert's Rules of Order, and general corporate board governance and responsibilities as well as experience in managing administrative appeals and other litigation on behalf of the Board
- 4.3.9 Child Victims Act and Child Sex Abuse matters
- 4.3.10 Data Privacy, Security, and Internet Safety in K-12 Education
- 4.3.11 If your firm offers any other services that might be beneficial to HCPS, please provide that information with details on the Pricing Page.

5. **PROPOSED TIMELINE**

| Date | Description |
|---|---|
| December 4, 2025 | RFQu Project Posted to HCPS Website and eMaryland Marketplace |
| December 15, 2025 | Question Deadline - due before 2:30 PM (EST) |
| January 7, 2026 | Addenda released (if necessary) Addenda addressing questions received prior to the question deadline will be posted on HCPS website and eMaryland Marketplace. |
| January 14, 2026 | Submittals Due before 12:00 PM (EST) |
| | E-Mail to: bids@hcps.org Subject: RFQu #26-GS-005 Outside Legal Counsel |
| January 15, 2026 – February 17, 2026 | Evaluate Submittals |
| July 1, 2026 | Tentative Contract Start Date |

6. OFFERORS REQUIREMENTS / QUALIFICATIONS

6.1 Minimum Requirements

- 6.1.1 Attorneys must be barred in the State of Maryland and in good standing.
- 6.1.2 Experience must be in at least one of the categories listed in the Scope of Services for at least five (5) years.
- 6.1.3 Minority and diversity statement

6.2 Preferred Requirements

- 6.2.1 Experience before Maryland Circuit Courts
- 6.2.2 Experience before the Maryland State and Federal Courts
- 6.2.3 Experience handling education law matters
- 6.2.4 Experience handling matters before the Maryland State Department of Education (MSDE)
- 6.2.5 Experience handling administrative law matters

- 6.3 All respondents must be registered and considered in "Good Standing" with the State Department of Assessment and Taxation (SDAT) (all fees, taxes, and penalties owed to Maryland are paid). Any respondent not considered in "Good Standing" may be deemed non-responsible. Visit the following website to ensure compliance or to register: <https://egov.maryland.gov/businessexpress>. (HCPS bears no responsibility for the accuracy, legality or content of the external site or for that of subsequent links. Contact the external site for answers to questions regarding its content.)

- 6.4 All respondents must not have any "Exclusions" (respondent cannot be debarred or suspended). If the indicator box is "green" and states "Entity" this vendor is not suspended or debarred. If a respondent's name does not appear after searching, the respondent does not have an "Exclusion". Visit the following website to ensure compliance: <https://sam.gov/SAM/pages/public/index.jsf> (HCPS bears no responsibility for accuracy, legality or content of the external site or for that of subsequent links. Contact the external site for answers to questions regarding its content). If the indicator box is "purple" and states "Exclusion" the respondent may be deemed non-responsible.

- 6.5 Respondent shall furnish to HCPS any requested information and data/documentation. HCPS reserves the right to reject any proposal if the information or documentation submitted by the respondent or investigation of such respondent fails to satisfy HCPS that such respondent is properly qualified to carry out the obligations of the Contract and to complete all requirements contemplated therein.

7. PROPOSAL EVALUATION

- 7.1 Along with the fulfillment of the RFQu, any legal requirements and Offeror's proposal submissions, the following criteria will be utilized to evaluate those proposals:
 - 7.1.1 Recognition & suitability of offeror, offeror's name, appropriateness of proposed program(s) and content.
 - 7.1.2 Overall ability of offeror's proposal to meet the scope of services and requirements of HCPS.

- 7.2 HCPS reserves the right to request clarification of and/or additional proposal information that may be required for evaluation of proposals. As noted above, however, this does not include the negotiation of the terms of any proposal.
- 7.3 The contract, if awarded, will be awarded to the offerors whose proposals are deemed to be the most advantageous to HCPS based on the factors stated above.
- 7.4 Offerors are advised that in the event of receipt of an adequate number of proposals, which require no clarification or supplementary information, such proposals may be evaluated without further discussions. Therefore, initial proposals should be submitted on the most complete and favorable terms and conditions. Should proposals submitted require additional clarification or supplementary information, such information shall be submitted in a timely manner.
- 7.5 In determining the qualifications of an Offeror, HCPS will consider the Offeror's record and performance of any prior contracts with HCPS or other public bodies, including but not limited to the Offeror's providing similar programs/services to HCPS, other schools, or school districts. HCPS reserves the right to reject the proposal of any Offeror if the investigation discloses that the Offeror, in HCPS' opinion, has not properly performed such prior contracts or has habitually and without just cause neglected the payment of bills or has otherwise disregarded its obligations to subcontractors or employees.
- 7.6 After review of proposals, HCPS, at its sole discretion, may ask individual offerors to make oral presentations, informal telephone interviews or demonstrations without charge to HCPS.
- 7.7 HCPS reserves the right to negotiate or modify any element of the proposal to ensure that the best possible arrangement for achieving the stated purpose is obtained.
- 7.8 Proposals shall be evaluated, and the offeror will be notified of the results.

8. **TERMINATION OF CONTRACT**

8.1 Termination for Default

- 8.1.1 If the Provider 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 Provider. The notice shall specify the acts of omissions relied on as cause for termination.
- 8.1.2 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.
- 8.1.3 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.

8.2 Termination for Convenience

HCPS may terminate all or part of the work required under this contract for the convenience of HCPS with ninety (90) days notification. In the event of such termination, the Contract 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 Contract 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.

9. **RFQu COORDINATOR**

Upon release of this RFQu, all communications should be directed in email to the RFQu Coordinator listed below. Unauthorized contact regarding this RFQu with other HCPS employees may result in disqualification. Any oral communication will be considered unofficial and non-binding on the School District. Questions regarding this document must be submitted to the following RFQu Coordinator:

Name: Geoffrey Sudzina, Procurement Agent

Email: Geoffrey.Sudzina@hcps.org

Phone: 410-638-4083

10. **SUBMITTAL RESPONSE**

All proposals shall be emailed to bids@hcps.org. Mark subject line - **RFQu #26-GS-005 Outside Legal Counsel**. Only electronic submittals will be accepted. It is the Offeror(s) responsibility to verify that the Proposal has been received, prior to the due date. 'Read Receipts' are not sufficient. Offeror(s) may contact the Procurement Agent listed within the solicitation, by email or phone, to confirm receipt of bids.

11. **RESPONSE FORMAT**

Request for Qualifications should be prepared simply and provide the information requested.

11.1 Offerors shall submit the following:

11.1.1 Proposal

11.1.2 Required Documentation

11.1.3 Cost Information

11.2 If confidential materials are submitted, offerors are requested to submit one (1) additional electronic copy of their submittal for the purposes of Freedom of Information Requests. The redacted electronic copy shall be marked "**Redacted Copy**". It is understood that this copy may be made available to any requesting party without prior consent or approval from the originator. Blanket requests for the entire proposal to be held confidential will not be considered.

12. **OFFERORS COST TO DEVELOP REQUEST FOR QUALIFICATIONS**

Costs for developing responses to this RFQu are the obligation of the Offeror and shall not be chargeable in any manner to HCPS.

13. **ADDITIONAL INFORMATION**

13.1 This RFQu imposes no contractual obligation whatsoever on the part of the HCPS or Offeror.

13.2 Offeror is to submit electronically a "Complete Technical Proposal" that contains original signatures (no signature photocopies or signature stamps permitted) for HCPS analysis purposes.

13.3 HCPS reserves the right to reject any or all proposals or not award a contract.

13.4 If an offeror discovers any ambiguity, conflict, omission or other error in the specifications, offeror shall immediately notify the Procurement Department of such error and request clarification of the document. Offeror understands that the only official answer or position of HCPS will be the one stated in writing by the RFQu Coordinator, or in their absence an authorized representative.

14. **INSURANCE**

Please review in detail the insurance requirements contained in the attached document. These requirements are recommended by the Maryland Association of Boards of Education Group Insurance Pool. Please have your insurance agent/company receive these insurance requirements prior to submitting a response. Failure to comply with these insurance requirements may render your submittal as non-responsive.

A Certificate of Insurance verifying coverage and limits as specified in "Insurance Requirements" or a letter committing to obtain the required coverage and limits as specified, **must be submitted** with your response. **Failure to provide this information may deem your submittal as non-responsive.**

15. **SUBMITTAL REQUIREMENTS**

Proposals for this Request for Qualifications should include the following:

15.1 **Tab 1 – Organization Overview** - A brief profile of the organization including:

15.1.1 Provide general background information regarding you/your firm, including a summary of previous experiences with working with a school system/education law for each applicable category listed in the Scope of Services.

15.1.2 Provide Minority and/or Diversity Statement

15.2 **Tab 2 – Experience of Personnel**

15.2.1 Provide biographies of each individual lawyer who would potentially do work with HCPS evidencing education and work history, for you and/or each member of the team during the past three (3) years.

15.2.1.1 Submittal shall include representative cases, areas of law, length of experience.

15.2.2 List any credentials, certifications, and memberships that you and/or each team member hold.

15.2.3 List any special skills that distinguish you from other attorneys/firms.

15.2.4 Describe in detail your firm's experience in working on legal matters with a school/educational system.

15.3 **Tab 3 – Requirements Expected of HCPS**

15.3.1 Please provide any requirements/responsibilities you/your firm will expect of HCPS staff.

15.4 **Tab 4 – References**

15.4.1 Provide a minimum of three (3) reference letters from clients that your institution has provided or is providing services similar in scope to the RFQu. HCPS reserves the right to ask for additional references.

15.4.2 Reference letters shall be current, dated within one (1) year of this request.

15.4.3 The reference from the client must be provided on their letterhead, and include details regarding your institution's role, level of service provided, etc.

15.4.4 One (1) reference from Harford County Public Schools may be considered.

- 15.4.5 Please include current contact information for all references, including name, phone number, and e-mail address.

15.5 Tab 5 - Required Documents

- 15.5.1 Conflict of Interest Disclosure Form
- 15.5.2 Employment of Sex Offenders and Other Criminal Offenders Affidavit
- 15.5.3 State of Maryland Anti Bribery Affidavit
- 15.5.4 Certification Regarding U.S. Government Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- 15.5.5 Provide a sample Certificate of Insurance (Proving coverages and limits as specified in “Insurance Requirements” **or** a letter committing to obtain the required coverages and limits as specified)

SIGNATURE SHEET
(To be submitted with Proposal)

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

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

Acknowledgement of Addenda (if issued)

I/We acknowledge receipt of the following Addenda:

No. _____, Dated _____

No. _____, Dated _____

No. _____, Dated _____

Company Name

**HARFORD COUNTY PUBLIC SCHOOLS
102 SOUTH HICKORY AVENUE
BEL AIR, MD 21014**

COST INFORMATION

RFQu #26-GS-005

Outside Legal Counsel

| Category # | Category | Hourly Rate Range (Dependent upon the scope of work) | | |
|------------|---|---|----|--------|
| | | \$ /hr | to | \$ /hr |
| 1 | Corporate/Commercial Matters | \$ /hr | to | \$ /hr |
| 2 | Employment and Labor | \$ /hr | to | \$ /hr |
| 3 | Education and Special Education | \$ /hr | to | \$ /hr |
| 4 | Construction | \$ /hr | to | \$ /hr |
| 5 | Land Use | \$ /hr | to | \$ /hr |
| 6 | Zoning/Planning/Permitting | \$ /hr | to | \$ /hr |
| 7 | Family Law | \$ /hr | to | \$ /hr |
| 8 | Board Representation | \$ /hr | to | \$ /hr |
| 9 | Child Victims Act and Child Sex Abuse | \$ /hr | to | \$ /hr |
| 10 | Data Privacy, Security, and Internet Safety | \$ /hr | to | \$ /hr |

***Note: Offerors are not required to provide hourly rates for all categories. Submit rates for applicable categories only.**

Optional - If your firm offers any other services that might be beneficial to HCPS, please provide that information with details:

| Category | Hourly Rate Range | | |
|----------|-------------------|----|--------|
| | \$ /hr | to | \$ /hr |
| | \$ /hr | to | \$ /hr |
| | \$ /hr | to | \$ /hr |
| | \$ /hr | to | \$ /hr |
| | \$ /hr | to | \$ /hr |

ADDITIONAL INFORMATION:

| | |
|---|--|
| Contract Contact/Sales Rep Name: | |
| Phone Number: | |
| E-Mail Address: | |

FORM OF PAYMENT (mark those you will accept)*:

| | | |
|--|-----------------------------------|--|
| | Do you accept credit card? | |
| Is there a fee for using a credit card? | | |
| If yes, what is the fee amount? | | |
| | ACH Payment | |
| | Conventional Check | |

***NOTE:** Must request changes to payment method or bank information in writing.



PROFESSIONAL SERVICES AGREEMENT SAMPLE

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

1. **SERVICES**

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

2. **REMEDIES AND TERMINATION**

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

3. **ORDER OF PRECEDENCE**

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

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

4. **CONTRACT TERM**

- 4.1. This Agreement with respect to all items accepted, change orders, and all papers and documents accompanying the same, including these terms and conditions shall constitute the formal Agreement between the Consultant and HCPS.
- 4.2. The term for this Agreement will originate on July 1, 2026, to June 30, 2027, with the possibility for extension.
- 4.3. Harford County Public Schools reserves the right, if mutually agreed upon, to renew this contract under the same terms and conditions for five (5) additional, 1-year periods.

5. **WAIVER OF RIGHT**

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

6. **INITIATION OF WORK**

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

7. **GOVERNING LAW AND DISPUTE RESOLUTION**

- 7.1 The Bid shall be construed in accordance with, and interpreted under, the laws of the State of Maryland. Any lawsuits arising out of such bid shall be filed in the appropriate State Court located in Harford County, Maryland or federal court located in the United States District Court for the District of Maryland, Northern Division.
- 7.2 Alternative Dispute Resolution (ADR) may be used at HCPS's sole discretion, but HCPS is not obligated to utilize ADR.

8. **FREEDOM OF INFORMATION ACT**

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

9. **COMPLIANCE WITH LAW**

- 9.1. The Consultant hereby represents and warrants that it is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified.
- 9.2. The Consultant shall comply with all Federal, State and Local law, ordinances and legally enforceable rules and regulations applicable to its activities and obligations under this agreement.
- 9.3. The Consultant must, at its expense, obtain any and all licenses, permits, insurance, and governmental approval required by Local, State, and Federal authorities, if any, necessary to fulfil its obligations under this agreement.

10. **RESPONSIBILITY FOR CLAIMS AND LIABILITY**

- 10.1. To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold the HCPS and its employees, agents, officials or volunteers harmless from and against any and all claims, losses, damages, expenses, causes of action and liabilities including without limitations, attorney's fees arising out of or related to the Indemnitor's occupancy or use of the Indemnitee's premises or operations incidental thereto (if applicable), provided that any such claim, loss, damage, expense, cause of action or liability is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from. Consultant expressly indemnifies HCPS for the consequences of any negligent act or omission of the Indemnitor or any of the Indemnitor's employees, agents, officials or volunteers or anyone for whose acts the Indemnitor may be liable, unless such act or omission constitutes gross negligence or willful misconduct.
- 10.2. In claims against any person or entity indemnified within this indemnification by an employee of the Awarded Consultant, a sub-Contractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Consultant or a sub-Contractor under Workers' Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

11. **INSURANCE**

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

- 11.2. The Consultant shall take proper safety and health precautions and protect their work, their employees, the public and the property of others from any damage or injury resulting solely from the performance of the work described herein.
- 11.3. HCPS shall not be liable for any injuries to the employees, agents, or assignees of the Consultant arising out of, or during the agreed upon work relating to this agreement.
- 11.4. The Consultant has in force, or shall obtain, and will maintain insurance in not less than the amounts specified and in accordance with the requirements contained in the attached insurance requirements.

12. **STAFF**

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

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

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

14. **NONDISCRIMINATION**

- 14.1 The Contractor shall comply with all Federal and State anti-discrimination laws in the performance of this contract.
- 14.1 The Board of Education of Harford County is committed to providing an inclusive and welcoming environment for all students, employees, and members of the school community. In accordance with Title IX of the Education Amendments of 1972, Title VI of the Civil Rights Act of 1964, and Title VII of the Civil Rights Act of 1964, the Board of Education of Harford County prohibits discrimination based on sex, race, color, national origin, religion, or any other protected characteristic in any program or activity it operates.
- 14.2 Inquiries or concerns about your rights related to Title IX can be directed to our Title IX Coordinator, Dr. Eric Davis, at 102 South Hickory Ave, Bel Air, MD 21014, 410-588-5202, or TitleIX@hcps.org. Inquiries related to your rights under Title VI or Title VII can be directed to our Coordinator of Investigations, Dr. Renee McGlothlin, at 410-809-6087 or Renee.McGlothlin@hcps.org. Harford County Public Schools' non-discrimination policy can be accessed here: [NON-DISCRIMINATION POLICY: \(hcps.org\)](#) and found on the HCPS website under Board of Education Policies and Procedures. Harford County Public Schools' non-discrimination statement can be accessed here: [NON-DISCRIMINATION STATEMENT: \(hcps.org\)](#) and found on HCPS' homepage.
- 14.4 The Awarded Bidder shall furnish, if requested by HCPS, a compliance report concerning their employment practices and policies in order for HCPS to ascertain compliance with the special provisions of this contract concerning discrimination in employment.
- 14.5 In the event the Awarded Bidder is deemed noncompliant with the nondiscrimination clause of this contract, this contract may be canceled, terminated, or suspended in whole or in part and the Awarded Bidder may be declared ineligible for further/future HCPS' work.

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

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

16. **FINANCIAL DISCLOSURE**

The Awarded Bidder shall comply with the provisions of Section 14-103.1 of the Election Law Article, Annotated Code of Maryland, which requires that every business that enters into contracts, leases or other agreements with the State of Maryland or its agencies, including school districts, during a calendar year under which the business is to receive in the aggregate \$200,000 or more, shall within fifteen (15) business days after the award of any contract, lease, or other agreement that causes the cumulative value to reach \$200,000 or more, file with the State Board of Elections certain specified information to include disclosure of beneficial ownership of the business.

17. **POLITICAL CONTRIBUTION DISCLOSURE**

Awarded Bidder shall comply with the provisions of Section 14-101 et seq. of the Election Law Article, Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, including school districts, during a calendar year under which the person receives in the aggregate \$200,000 or more, shall file with the State Board of Elections certain specified information to include disclosure of political contributions of \$500 or more to a candidate for elective office in any primary or general election.

18 RETENTION OF RECORDS

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

19 LANGUAGE/GENDER

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

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

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

20 DISSEMINATION OF INFORMATION

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

21 CONSULTANT'S OBLIGATION

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

21.2 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.

21.3 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.

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 Consultant shall be and remain liable to HCPS in accordance with applicable law for all damages to HCPS caused by the Consultant's negligent performance of any or the services furnished under this Agreement.

21.5 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 Consultant 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 Consultant, in writing, at the time of submittal of the formal proposal.

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

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

22 CHANGES, ALTERATIONS, OR MODIFICATIONS

22.1 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 Agreement cost thereof.

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

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

23 SUB-CONTRACTOR OR ASSIGNMENT

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

24 DELAYS AND EXTENSIONS

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

25 ILLEGAL IMMIGRANT LABOR

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

26 CRIMINAL HISTORY RECORDS CHECKS FOR CONTRACTORS

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

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

The cost of such criminal history records check and fingerprinting shall be paid by Contractor. HCPS shall have the right, in its sole discretion, to prohibit any individual from performing any work at, or in or about school premises based on such individual's criminal history records check.

27 EMPLOYMENT OF CHILD SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS

27.1 If a child sex offender, as determined by the definitions contained in the Criminal Law Article of the Annotated Code of Maryland, is employed by the Awarded Bidder, the Awarded Bidder is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any HCPS property, including the project property. Violation of this provision may result in Termination for Cause.

27.2 Contractor acknowledges and agrees that, pursuant to Section §6-113 of the Education Article of the Maryland Code, Contractor is prohibited from knowingly assigning, or permitting its Subcontractors from knowingly assigning, any of the Contractor's or Subcontractor's employees to work in, on or about school premises if such employee may or would have direct, unsupervised and uncontrolled access to children, if the employee has been convicted of, pled guilty or *nolo contendere*, to any of the following crimes.

27.2.1 A sexual offense in the third or fourth degree under §3-307 or §3-308 of the Criminal Law Article of the Maryland Code or an offense under the laws of another state that would constitute an offense under §3-307 or §3-308 of the Criminal Law Article if committed in Maryland;

27.2.2 Child sexual abuse under §3-602 of the Criminal Law Article, or an offense under the laws of another state that would constitute child sexual abuse under §3-602 of the Criminal Law Article if committed in Maryland; or

27.2.3 A crime of violence as defined in §14-101 of the Criminal Law Article, or an offense under the laws of another state that would be violation of §14-101 of the Criminal Law Article if committed in Maryland, including: (1) abduction; (2) arson in the first degree; (3) kidnapping; (4) manslaughter, except involuntary manslaughter; (5) mayhem; (6) maiming; (7) murder; (8) rape; (9) robbery; (10) carjacking; (11) armed carjacking; (12) sexual offense in the first degree; (13) sexual offense in the second degree; (14) use of a handgun in the commission of a felony or other crime of violence; (15) child abuse in the first degree; (16) sexual abuse of a minor; (17) home invasion; (18) a felony offense under Title 3, Subtitle 11 of this article; (19) an attempt to commit any of the crimes described in items (1) through (18) of this list; (20) continuing course of conduct with a child under §3-315 of the Criminal Law Article; (21) assault in the first degree; (22) assault with intent to murder; (23)

assault with intent to rape; (24) assault with intent to rob; (25) assault with intent to commit a sexual offense in the first degree; and (26) assault with intent to commit a sexual offense in the second degree.

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

27.2.5 Section §11-722 of the Criminal Procedure Article of the Maryland Code prohibits any person with a contract with a local Maryland school system from knowingly employing an individual to work at the school if the individual is registered as a sex offender pursuant to Section §11-704 of the Criminal Procedure Article. Violation of this paragraph may result in termination of the agreement at HCPS's discretion.

28. **LABOR AND RATES OF PAY**

28.1 The Awarded Bidder agrees that it shall abide by all applicable provisions of Federal and State law and regulation pertaining to workplace conditions, child labor and that all employees will be treated with dignity and respect.

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

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

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

30. **IT ACCESSIBILITY PROGRAM**

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

30.2 Section 508 requires agencies, during the procurement, development, maintenance, or use of Information and Communication Technology (ICT), to ensure that individuals with disabilities have access to and use of ICT information and data comparable to that afforded to individuals without disabilities (i.e., "ICT accessibility"), unless an undue burden would be imposed on the agency. The Section 508 technical standards incorporate the Web Content Accessibility Guidelines (WCAG) 2.0 Level A and AA as a baseline for web and digital accessibility. For Maryland public schools and agencies, state law additionally requires conformance with WCAG 2.1 AA for all new or updated digital content and software.

31. **RESERVED**

32. **FORCE MAJEURE**

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

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

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

ATTEST:

Name:
Title:
Date:

CONSULTANT ATTEST:

Name:
Title:
Date:

HARFORD COUNTY PUBLIC SCHOOLS:

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

INSERT NAME OF CONSULTANT HERE

By: _____
Name:
Title:
Phone:
Email:
Date:

EXHIBIT A (SCOPE OF SERVICES)

EXHIBIT B (FEES)

EXHIBIT C (TIME LINE/SCHEDULE)



**Request for Qualifications
RFQu #26-GS-005
Outside Legal Counsel**

**PROPOSAL DOCUMENTS REQUIRED
DOCUMENTATION**

All documents in this section shall be completed according to the instructions provided and submitted with the proposal package.

ATTACHMENTS (All items listed below must be submitted with each Agreement)

1. Attachment "A" Conflict of Interest Disclosure Form **(Completed and Signed)**
2. Attachment "B" Employment of Sex Offenders and Other Criminal Offenders Affidavit **(Completed and Signed)**
3. Attachment "C" State of Maryland Anti-Bribery Affidavit **(Completed and Signed)**
4. Attachment "D" Certification Regarding U.S. Government Debarment, Suspension, Ineligibility, and Voluntary Exclusion **(Completed and Signed)**
5. Attachment "E" Insurance Requirements for Consulting Agreements **(Submit a sample Certificate of Insurance proving coverages and limits as specified in "Insurance Requirements" or a letter committing to obtain the required coverages and limits as specified)**

ATTACHMENT A

Harford County Public Schools
CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

Date: _____

By: _____ (printed name of Authorized Representative and affiant)

_____ (signature of Authorized Representative and affiant)

_____ (Company Name)

ATTACHMENT B

HARFORD COUNTY PUBLIC SCHOOLS

EMPLOYMENT OF SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS AFFIDAVIT

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

I AFFIRM THAT:

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

- A. Maryland Law requires sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work, or attend school. An HCPS contractor agrees and acknowledges that it/he/she is prohibited from knowingly employing an individual to work at a school if the individual is registered as a sex offender pursuant to Section 11-704 of the Criminal Procedures Article of Maryland Code.
- B. An HCPS contractor or subcontractor may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of:
 - 1) Section 3-307 of the Criminal Law Article, Maryland Annotated Code, *Sexual Offense in the Third Degree*;
 - 2) Section 3-308 of the Criminal Law Article, Maryland Annotated Code, *Sexual Offense in the Fourth Degree*;
 - 3) An offense under the laws of another state that would constitute a violation of Sections 3-307 or 3-308 of the Criminal Law Article if committed in Maryland;
 - 4) Child sexual abuse under Section 3-602 of the Criminal Law Article, Annotated Code of Maryland;
 - 5) An offense under the laws of another state that would constitute child sexual abuse under Section 3-602 of the Criminal Law Article if committed in Maryland;
 - 6) A crime of violence as defined in Section 14-101 of the Criminal Law Article, Annotated Code of Maryland; or
 - 7) An offense under the laws of another state that would constitute a crime of violence under Section 14-101 of the Criminal Law Article if committed in Maryland.
 - 8) Contractors shall comply with the requirements of Section 6-113.2 of the Education Article, Annotated Code of Maryland, regarding screening of applicants for employment.

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

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

Date: _____

By: _____ (printed name of Authorized Representative and affiant)

_____ (signature of Authorized Representative and affiant)

_____ (Company Name)

Employment of Sex Offenders and Other Criminal Offenders Conditions and Requirements

1.0 EMPLOYMENT OF CHILD SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS

- 1.1 **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.**
- 1.2 Contractor acknowledges and agrees that, pursuant to Section §6-113 of the Education Article of the Maryland Code, Contractor is prohibited from knowingly assigning or permitting its Subcontractors from knowingly assigning any of the Contractor's or Subcontractor's employees to work in, on or about school premises if such employee may or would have direct, unsupervised and uncontrolled access to children if the employee has been convicted of, pled guilty or *nolo contendere*, to any of the following crimes.
 - 1.2.1 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;
 - 1.2.2 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
 - 1.2.3 A crime of violence as defined in §14-101 of the Criminal Law Article, or an offense under the laws of another state that would be violation of §14-101 of the Criminal Law Article if committed in Maryland, including: (1) abduction; (2) arson in the first degree; (3) kidnapping; (4) manslaughter, except involuntary manslaughter; (5) mayhem; (6) maiming; (7) murder; (8) rape; (9) robbery; (10) carjacking; (11) armed carjacking; (12) sexual offense in the first degree; (13) sexual offense in the second degree; (14) use of a handgun in the commission of a felony or other crime of violence; (15) child abuse in the first degree; (16) sexual abuse of a minor; (17) home invasion; (18) a felony offense under Title 3, Subtitle 11 of this article; (19) an attempt to commit any of the crimes described in items (1) through (18) of this list; (20) continuing course of conduct with a child under §3-315 of the Criminal Law Article; (21) assault in the first degree; (22) assault with intent to murder; (23) assault with intent to rape; (24) assault with intent to rob; (25) assault with intent to commit a sexual offense in the first degree; and (26) assault with intent to commit a sexual offense in the second degree.
- 1.3 Direct unsupervised and uncontrolled access to students is prohibited for any person convicted of any crime identified in Section 1.2 above. If you, as the Contractor/Site Supervisor, witness or suspect any such employee(s) entering into a student area, action must be taken immediately to rectify the situation.
- 1.4 Section §11-722 of the Criminal Procedure Article of the Maryland Code prohibits any person with a contract with a local Maryland school system from knowingly employing an individual to work at the school if the individual is registered as a sex offender pursuant to Section §11-704 of the Criminal Procedure Article. Violation of this paragraph may result in termination of the agreement at HCPS's discretion.

2.0 CRIMINAL HISTORY RECORDS CHECKS FOR CONTRACTORS

- 2.1 Pursuant to Section §5-551 of the Family Law Article of the Maryland Annotated Code, each employee with a local school system shall undergo a criminal history records check and

fingerprinting if such individual will work in, on or about school premises and if the individual will care for or supervise children in the facility or have access to children who are cared for or supervised in the facility.

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

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

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

- 2.2 IN ADDITION to the above requirements, Contractors shall comply with the requirements of Section 6-113.2 of the Education Article, Annotated Code of Maryland, regarding screening of applicants for employment.

ATTACHMENT C

HARFORD COUNTY PUBLIC SCHOOLS

Sean W. Bulson, Ed.D., Superintendent

102 S. Hickory Ave, Bel Air, Maryland 21014

STATE OF MARYLAND ANTI-BRIBERY AFFIDAVIT

I HEREBY CERTIFY that:

1. I am the _____ and the duly authorized representative of the firm of _____ whose address is _____ and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.
2. Except as described in Paragraph 3 below, neither I, nor to the best of my knowledge, the above firm, nor any of its officers, directors, partners, or any of its employees directly involved in obtaining contracts with the State or any county, bi-county, or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo contendere to a charge of, or have during the course of an official investigation or other proceeding admitted, in writing or under oath, acts or omissions committed, which constitute bribery, attempted bribery, or conspiracy to bribe, or any other offense enumerated in Section 16-203 of the State Finance and Procurement Article (S.F.) of the Maryland Code, or civil antitrust violations under the laws of any state or federal government.
3. (On the line below and using additional attachments as necessary, state "*none*" or, as appropriate, list any conviction, plea, or admission described in Paragraph 2 above, with the date; court, official, or administrative body; and the sentence or disposition, if any.)

4. I affirm that neither I, the above firm, nor any person or entity who has an ownership or beneficial interest in the firm, nor any of its officers, directors, partners, employees, or subcontractors, is currently suspended or debarred from participation in any public contract in the State of Maryland or federally.
5. I further affirm that neither I nor the above firm will knowingly enter into a contract or subcontract with a person or entity that is suspended or debarred from public contracting under State or federal law.

I acknowledge that, if the representations set forth in this affidavit are not true and correct, Harford County Public Schools may terminate any contract awarded and take any other appropriate action.

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

Signature

Witness

Date

ATTACHMENT D

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

- (1) The prospective participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal, State, or local public department or agency.
- (2) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- (3) False certification may subject the participant to contract termination, suspension, debarment, and other remedies available under Maryland State law and school system policies.

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 E

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

INSURANCE REQUIREMENTS Service/Consulting Contracts

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

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

| | |
|-------------|---------------------------------|
| \$1,000,000 | Each Claim or Wrongful Act; and |
| \$2,000,000 | Annual Aggregate |

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

- 2.2 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.)
- 2.3 Insurance or self-insurance provided to the Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers 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.
- 2.4 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:
 - 2.4.1 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
 - 2.4.2 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.