



Office of Purchasing  
10910 Clarksville Pike  
Ellicott City, Maryland 21042-6198  
(410) 313-4584, fax (410) 313-6789

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## **Request for Proposal No. 057.18.B5 For Security Guard Services**

Issue Date	March 27, 2018
Bid Due Date	April 10, 2018, 2:00
Anticipated Date of Award (Board Approval)	May 3, 2017
Anticipated Contract Commencement Date	July 1, 2018

## **Introduction and Background**

The Howard County Public School System (HCPSS) has issued this Request for Proposals (RFP) to solicit submittals from qualified firms to provide Security Guard Services.

Howard County, Maryland is a suburban community of over 317,233 situated midway along the Baltimore- Washington corridor. It is a county of contrasts - a blend of old and new, urban and rural, historical and progressive. The county's borders encompass Ellicott City, one of the country's oldest towns, and Columbia, a planned community conceived and designed 50 years ago by The Rouse Company. A great community deserves great schools, and HCPSS is a recognized source of local pride. HCPSS is a school system of 76 schools, elementary, middle, high, and special schools. The school system consistently ranks among Maryland's top school districts based on student performance on the Maryland School Assessments. Howard County students score above the national averages on standardized tests and over 85% of graduates continue their education beyond high school. Respondents to this solicitation are encouraged to review additional information about the school system at <http://www.hcpss.org/about-us/>.

### **HCPSS School System Tax Identification.**

Federal Tax Id:	52-6000968
Maryland Sales Tax:	30001219
Federal Excise Tax:	52-73-0257k

### **Human Resources**

HCPSS employs approximately 8,000 full- and part-time regular employees in addition to a large number of temporary and seasonal employees. Approximately 400-500 employees (full-time and regular part-time) are hired each year with an average of 3,000 applications received. The Office of Human Resources is responsible for the recruitment and hiring of all staff in collaboration with other HCPSS offices.

Respondents to this solicitation are encouraged to review the data contained in HCPSS's website for a better understanding of HCPSS, its organization and management, and the services it provides. The website is <http://www.hcpss.org>.

## SECTION I. SOLICITATION INSTRUCTIONS

1. Issuing Office. The Issuing Office shall be the sole point of contact within HCPSS for purposes of the preparation and submittal of proposals in response to this solicitation.

Ted Ludicke Purchasing Office  
Howard County Public School System  
10910 Clarksville Pike  
Ellicott City, MD 21042  
Phone: (410) 313-5644  
Fax: (410) 313-6789  
Email: Ted\_Ludicke@hcpss.org <http://www.hcpss.org/about-us/purchasing/>

2. Questions and Inquiries. All questions and inquiries regarding this procurement shall be directed to the individual(s) referenced within the Issuing Office above. Questions shall be submitted in writing via email to [Ted\\_Ludicke@hcpss.org](mailto:Ted_Ludicke@hcpss.org). Inquiries will receive a written reply. Copies of replies will be sent to all other Offerors, but without identification of the inquirer. All such questions and inquiries shall be received by the date and time as listed on the Cover and the Solicitation Schedule of this RFP.
3. Pre-Proposal Conference. A Pre-Proposal Conference will not be held in conjunction with this RFP.
4. Bid Submittal Process
  - 1.1. Bids are to be provided to the Issuing Office in accordance with the Solicitation Schedule.
  - 1.2. Bids are to be submitted electronically in PDF format or as indicated, attached to an email addressed to *both* [ted\\_ludicke@hcpss.org](mailto:ted_ludicke@hcpss.org) and [purchasing@hcpss.org](mailto:purchasing@hcpss.org).
  - 1.3. The Subject line of the email shall be "Bid 057.18.B5 Security Guard Services - {Company Name}".
  - 1.4. If Proposals contain more than one file all files are to be bundled and compressed in a .zip file. Hyperlinks to software products sent to HCPSS's Issuing Office that indicate that the Proposal is posted by the Offeror on an electronic site may be rejected or considered non-responsive, i.e. a "Click-Through Agreement" required to be accepted by HCPSS to download the Technical Proposal. By providing the Technical Proposal electronically to HCPSS, the Offeror grants HCPSS an unlimited right to generate additional electronic and/or paper copies for distribution solely for evaluation and review.
  - 1.5. LATE BIDS CANNOT BE ACCEPTED.
5. Acceptance of Terms and Conditions. By submitting a Proposal, an Offeror shall be deemed to have accepted the terms, conditions, and requirements set forth in this RFP. The RFP, including all addenda, shall be incorporated into the Contract by reference.
6. Contractual Agreement and Term. Any Contract arising from this RFP action shall commence on the date the Contract is executed on behalf of HCPSS, or such other date as HCPSS and the Contractor shall agree. The contract will terminate when HCPSS determines that the project is complete.
7. Withdrawal of Bids. Offers may be withdrawn by written, facsimile, or electronic notice if given prior to the RFP opening time and date. Verbal requests via phone are not acceptable. No offer shall be withdrawn after the scheduled closing time for opening bids.

8. Rejection or Acceptance of Proposals. HCPSS reserves the right to: (i) accept or reject any and all proposals, in whole or in part; (ii) to waive minor irregularities; and (iii) to negotiate in any manner necessary to best serve the interests of HCPSS. Further, HCPSS reserves the right to make a whole award, multiple awards, a partial award, or no award at all. Offerors judged by the Purchasing Office not to be responsible or Offerors whose Proposals are classified as not reasonably susceptible to being selected for award shall be so notified. HCPSS reserves the right to increase or decrease the quantities of any materials, equipment, supplies or services.
9. Right to Amend, Modify or Withdraw. HCPSS reserves the right, in their sole discretion, to amend, or modify any provisions of this solicitation, or to withdraw this solicitation at any time prior to the award of a Contract. The decision of HCPSS shall be administratively final in this regard. Modifications of Technical Proposal. Offerors may not modify, supplement, cure, or change proposals in any way after the due date and time unless specifically requested by HCPSS.
10. RFP Response Materials. All written materials submitted in response to this RFP become the property of HCPSS and may be appended to any formal documentation that would further define or expand the contractual relationship between HCPSS and the Contractor(s).
11. Duration of Offers. Proposals shall remain irrevocable for 120 days following the closing date of the Proposal due date. This period may be extended by mutual agreement between the Offeror and HCPSS.
12. Incurred Expenses. HCPSS is not responsible for any expenses that Offerors may incur in preparing and submitting Proposals or in making oral presentations of their Proposals, if required.
13. Confidentiality. Offerors should give specific attention to the identification of those portions of the Proposal that the Offeror deems to be confidential, proprietary information, or trade secrets and provide any justification why such materials, upon request, should not be disclosed by HCPSS under the Freedom of Information Act (FOIA). Offerors are advised that, upon request for this information from a third party, the Purchasing Office is required to make an independent determination as to whether the information may or may not be disclosed to the requesting party. That decision will take into consideration the Offeror's position regarding its Proposal. A blanket statement by an Offeror that its entire Proposal is confidential or proprietary will not be considered.
14. Multiple Proposals. Contractors may not submit more than one Proposal.
15. Alternate Solution Proposals. Contractors may not submit an alternate to the Solution in this RFP.
16. Forms. This solicitation is designed for the Offeror to fill in responses where indicated. This entire solicitation document, along with any attachments indicated with the responses filled in, is to be submitted as the main part of the Offeror's proposal. The Offeror may adjust forms and insert space as needed for responses; however, the Offeror shall not alter any language provided by HCPSS in this solicitation; any such alterations will not be honored, and the Offeror will be bound by the language in the solicitation as published. Any changes to the solicitation language shall be explicitly requested.
17. Addenda Acknowledgment. Offerors shall acknowledge in writing the receipt of any and all addenda, amendments, and/or changes issued. Such acknowledgement shall be included in the Technical Proposal. It is the Offeror's sole responsibility to monitor the Purchasing web site prior to submitting their RFP for any addenda, amendments, and/or changes issued.
18. Signature. The enclosed form titled "SIGNATURE SHEET" shall be completed and submitted with Offeror's proposal. The Signature Sheet shall be signed by the person or persons legally authorized to sign contracts on behalf of the offering company.

19. Resolution of Disputes. Bid rejection for non-responsiveness and/or non-responsibility shall be made based on criteria established in the solicitation documents.
  - 19.1. Protests shall be filed in writing to the Purchasing Office prior to contract award by the Board of Education. Protests shall include the basis for the protest or appeal, complete in all respects, with relief sought, and whether the protester wishes to have a hearing with respect to the protest or appeal.
  - 19.2. Protests shall be addressed to Howard County Department of Education, 10910 Route 108, Ellicott City, MD 21042, Attn: Doug Pindell, Purchasing Officer, labeled "Protest". The written protest shall include as a minimum the following:
    - 19.2.1. Name and address of the protester
    - 19.2.2. Appropriate identification of the bid
    - 19.2.3. Supporting exhibits, evidence, and/or documents to substantiate any claims.
    - 19.2.4. Suggested remedy(ies)

## SECTION 2. TERMS AND CONDITIONS

1. Contractor's/Offeree's Responsibility. Offerors are advised to read the requirements very carefully to ensure that each requirement is understood. If in doubt, develop and submit applicable questions in writing to the contact at the Issuing Office. An Offeror's misinterpretation of requirements shall not relieve the Offeror of the responsibility to address accurately the requirements of the RFP or to perform the Contract, if awarded. HCPSS will enter into a contractual agreement with the selected Contractor(s) only. The selected Contractor(s) shall be solely responsible for all services as required by this RFP. Subcontractors, if any, will be the responsibility of the Contractor(s) and the role of subcontractors shall be clearly identified in the proposal. The use of a subcontractor(s) does not relieve the Contractor(s) of liability under a Contract.
2. Contractor Responsibilities and Use of Subcontractors. HCPSS shall enter into contractual agreement with the selected Contractor(s) only. The Contractor(s) shall be responsible for all products and/or services required by this RFP. HCPSS will consider Proposals that reflect primary and secondary service providers or a prime/subcontractor relationship. There should be proof of ability of the primary to manage a subcontractor and successfully coordinate the delivery of quality service and support in a timely manner. Subcontractors, if any, shall be identified and a complete description of their role relative to the proposal shall be included. HCPSS's intent is not to direct the use of any particular subcontractor, however, the Contractor may not contract with any such proposed person or entity to whom HCPSS has a reasonable objection. Notification of such objection will be made by HCPSS within fifteen (15) days of Contract. The Contractor shall be fully responsible for the acts and omissions of its subcontractors and of persons directly or indirectly employed by them. The use of subcontractors does not relieve the Contractor of liability.
3. Non-Discrimination in Employment. The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental disability unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.
4. Behavior of Contractor Employees/Subcontractors. HCPSS is committed to providing a work and study environment that is free from discrimination and harassment on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, handicap, pregnancy, or status as a disabled veteran or veteran of the Vietnam era. Behavior contrary to this philosophy, which has the purpose or effect of creating an intimidating, hostile, or offensive environment, will not be tolerated by HCPSS, and it is the Contractor's responsibility to ensure that such behavior by its employees, agents, and subcontractors does not occur. The policy extends to maintaining an environment free from sexual harassment. Therefore, sexual advances or sexual remarks, requests for sexual favors, and other verbal or physical conduct of a sexual nature shall not be condoned or permitted by the Contractor. This prohibition extends to such harassment within the employment context as well as harassment of students, staff, and visitors to the HCPSS. It should be assumed that all sexual behavior by the Contractor's employees, agents, and subcontractors on any campus or facility of HCPSS, whether owned, operated, maintained or leased by the HCPSS, is improper and unwelcome. Contractor will also insure that all technicians who work with HCPSS users exhibit a high degree of professionalism in their dealings with those users. The Contractor's employees and subcontractors shall be subject to and comply with all applicable HCPSS rules, regulations and policies which shall include those regulations relating to safety, security and campus parking. If deemed necessary, HCPSS reserves the right to demand the removal of any of the Contractor's employees/subcontractors from duty on its premises as a result of their violation of the standards set forth herein.

5. Tobacco Free and Alcohol/Drug Free Environment. HCPSS maintains a tobacco, alcohol/drug free environment. The sale or use of tobacco, alcohol or drugs, in any form, or related product, is prohibited in school buildings and grounds at all times. Persons found violating this policy will be requested to remove the product and themselves from school premises.
6. Criminal History Background Checks. All employees, agents, or representatives of the awarded contractor who will be performing work on any phase of the contract arising out of this Bid may be subject to a criminal history background check by the school system. Such persons, if requested by the school system, shall provide fingerprints and other required information to facilitate such a check, as well as the necessary fees to obtain such a check from the federal or state government. At the completion of a background check, the school system may, at its sole discretion, decide that a particular employee, agent, or representative of the contractor be barred from school system property.
7. Child Sex Offender Notification.
  - 7.1. Sex Offender Requirement: Maryland law requires certain sex offenders to register with the local law enforcement agency; See Maryland Annotated Code, Criminal Procedure Article, §11- 704. One of the purposes of this law, is to inform school systems when a Registered Sex Offender is residing or working in the area. When the sex offender registers, the local police are required to notify the Superintendent of Schools, and the Superintendent, in turn, is required to send a notice to school principals.
  - 7.2. As a contractor working for HCPSS we require that you do not employ Registered Sex Offenders to work on projects for our school system if they, as a result, are required to perform delivery, installation, repair, construction or any other kind of services on HCPSS property. Further, Maryland Law that became effective June 22, 2006, requires that any person who enters a contract with a county board of education or a non-public school "may not knowingly employ an individual to work at a school" if the individual is a registered sex offender; See §11- 722 Criminal Procedure Article. An employer who violates this requirement is guilty of a misdemeanor and if convicted may be subject to up to five years imprisonment and/or a \$5,000 fine.
  - 7.3. Each contractor shall screen their workforce to ensure that a Registered Sex Offender does not perform work at a county public school and also ensure that a subcontractor and independent contractor conducts screening of its personnel who may work at a school. The term "workforce" is intended to refer to all of the contractor's direct employees and subcontractors and/or independent contractors it uses to perform the work. Violations of this provision may cause HCPSS to take action against the contractor up to and including termination of the contract.
  - 7.4. Effective July 1, 2015, amendments to § 6-113 of the Education Article of the Maryland Code further require that a contractor or subcontractor for a local school system may not knowingly assign an employee to work on school property with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of, or pled guilty or nolo contendere to, a crime involving a sexual offense, child sexual abuse and crimes of violence.
  - 7.5. The Contractor shall submit to HCPSS a listing of any employees assigned to perform under this agreement and certify that the necessary criminal history records checks have been conducted and that each employee complies with the requirements.
8. Occupied Buildings – Sign-in Procedures. Work under this contract and any resulting contract or sub-contract will take place while school facilities are occupied by staff and often also by students and visitors. Every precaution shall be exercised to protect people from injury and to minimize disruption of activity. As well, contract employees shall conduct themselves in a professional manner while on HCPSS's premises. Any employee found to disregard the nature of the school system's surroundings shall be removed from the premises and may be prohibited from further servicing the HCPSS contract.

9. Identification. All contractor personnel, working in or around buildings designated under this contract, shall have a valid driver's license or photo ID in their possession at all times. Contractors may be required to provide identification and sign-in and sign-out at the front office at each site on a daily basis during the course of each project or they may receive a HCPSS badge allowing them to access the job site without signing in and out.
10. Ethics Regulations.
  - 10.1. The Board of Education of Howard County has adopted an Ethics Regulation policy. Required by the Annotated Code of Maryland, these Ethics Regulations cover members of the Board of Education, the Superintendent, and all employees; and it specifies limits of participation of these individuals with entities doing business with HCPSS. For a copy of the regulations, please contact the Purchasing Office, Howard County Department of Education (410) 313- 6644.
  - 10.2. Any resulting Contract is cancelable in the event of a violation of the HCPSS Ethics Regulation policy or the Maryland Public Ethics Law by a Contractor or any HCPSS employee in connection with this procurement.
11. Taxes. HCPSS is exempt from Federal Excise Taxes, Maryland Sales and Use Taxes. Exemption Certificates shall be provided upon request. In the instance a Contractor is required to furnish and install material in the construction or improvement of real property in performance of a Contract, the Contractor shall pay the Maryland Sales Tax and the exemption will not apply.
12. Multi-Agency Participation.
  - 12.1. Under §5-112, Paragraph (3) of the Education Article of the Annotated Code of Maryland HCPSS may with Board of Education approval participate in contracts for goods or commodities that are awarded by other public agencies or by intergovernmental purchasing organizations if the lead agency for the contract follows the public bidding procedures. HCPSS therefore reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. A copy of the contract pricing and the requirements incorporated in this contract will be supplied to requesting agencies.
  - 12.2. Each participating jurisdiction or agency shall enter into its own contract with the awarded Offeror(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes shall be resolved solely between the participating agency and the awarded Offeror(s).



### SECTION 3. Special Terms and Conditions

1. Agreement. Contractor shall provide to HCPSS professional services in accordance with the terms and conditions of this solicitation.
  - 1.1. The resulting Contract consists of multiple documents as follows in order of precedence:
    - The Contract Form
    - The Request for Proposal and all amendments to the solicitation
    - Contractor's Technical Proposal and Price Proposal as accepted by HCPSS
  - 1.2. All terms and conditions of HCPSS's solicitation, and any amendments thereto, are made a part of this Agreement unless expressly contradicted by a term or condition of this Agreement. Proposals or suggestions of the Contractor for changes in the solicitation or the terms and conditions of the contract are not binding upon HCPSS and are not a part of this Agreement unless set forth in an amendment of the solicitation or in this Agreement and agreed to in writing by HCPSS.
2. Contract Period. The initial Contract term shall be for five (5) years from the date of contract execution. HCPSS may solely authorize three (3) additional one-year terms (a total of eight one-year terms) pending successful performance and availability of funds.
3. Price Adjustments
  - 3.1. Annual price adjustments will be considered after the initial contract period. HCPSS will consider adjustments based on the following conditions:
    - 3.1.1. Labor rates based upon federal minimum wage increases and decreases in the Consumer Price Index (CPI-U), Washington-Baltimore Region, as published by the Bureau of Labor Standards (increases above a 10% cap will not be considered). Adjustments will be calculated by comparing the current index with the previous index available when contract was established so as to determine the change in index points. The point change will then be divided by the price index to obtain the percentage of change. The percentage of change will then be multiplied by .75 to obtain the adjustment to be applied to the current prices.
    - 3.1.2. In order to receive consideration for a price increase, the contractor shall submit to HCPSS a statement of any change in price to be applied.
  - 3.2. Price increase requests will not be considered if not accompanied with the proper information.
  - 3.3. Product changes may be considered. Pricing for the changes shall be at the same mark up as originally bid. The awarded Contractor shall offer current pricing or be able to demonstrate the percentage markup. HCPSS shall be the sole determinant in accepting product or pricing changes.
4. HCPSS Project Coordinator. HCPSS will designate a staff member to act as coordinator ("Project Coordinator") between HCPSS and the Contractor. Throughout the period of the Project, copies of all correspondence, work products, specifications, estimates and other materials prepared by the Contractor should be directed to the Project Coordinator and also to any other HCPSS personnel designated by the Project Coordinator. Direct contact or communication by the Contractor with other HCPSS offices or any other entity concerning the Project shall be made only with the prior knowledge and concurrence of the Project Coordinator.
5. Professional Services.
  - 5.1. The professional services team for the Project shall be the same team identified in the Contractor's submittal responding to HCPSS's solicitation unless (a) a change is requested by the Contractor and approved in writing by the Project Coordinator; or (b) a change is requested in writing by the Project Coordinator for good cause, in which case the Contractor shall make an appropriate substitution, subject to HCPSS's approval, and notify HCPSS in writing. Major changes in the Contractor's organization or personnel (other than the Contractor's Team) shall be reported to HCPSS in writing as they occur.

- 5.2. The Contractor shall perform the Project as described in accordance with a schedule agreed upon in writing by the parties. The Contractor shall perform the Project as expeditiously as is consistent with good professional skill and care and the orderly progress of the Project.
6. Billing and Payment.
- 6.1. The contractor shall submit invoices to the attention of the selected Project Coordinator, Howard County Department of Education, 10910 Rt. 108, Ellicott City, MD 21042.
- 6.1.1. Invoices shall contain the following information:
- Purchase Order Number
  - Location where work performed
  - Description of work along with quantities
  - Start date and completion date
  - Total due
- 6.2. All fees are exclusive of applicable federal, state, local, and foreign sales, use, excise, utility, gross receipts, value added and other taxes, tax-like charges and tax-related surcharges. HCPSS is generally exempt from such taxes, and Contractor agrees not to charge HCPSS for such taxes in accordance with applicable law. HCPSS will provide exemption certificates upon request.
- 6.3. The HCPSS provides payments on a net 30-day basis for HCPSS approved invoices.
7. Evaluation and Acceptance Procedure.
- 7.1. Upon completion and delivery of each deliverable by Contractor, HCPSS will begin the evaluation and acceptance process, which shall include, but not be limited to, the steps described below. Payments will be based on the completion/delivery of a deliverable by Contractor and acceptance by HCPSS of each deliverable. Contractor will demonstrate to HCPSS that the deliverable has been completed or has occurred and will provide HCPSS with written notice of the same.
- 7.2. Within the time period specified in the Contract including any Contract Amendments, or if not specified, then within thirty (30) business days of receipt by HCPSS of a scheduled deliverable from Contractor, HCPSS shall determine whether such deliverable Materially Conforms to the specifications defined in the Contract. As used herein, the term "Materially Conforms" means that the deliverable is ready to be used in production and meets or exceeds its intended functionality and performance. If the deliverable Materially Conforms to the specifications, then HCPSS will provide written confirmation Contractor that the deliverable is accepted.
- 7.3. If the deliverable does not Materially Conform, HCPSS shall immediately return notify the Contractor with a written list of deficiencies. Contractor, at no additional cost to HCPSS, shall thereafter make all appropriate and necessary fixes to the deliverable and notify HCPSS in writing of corrections made no later than a date mutually agreed to by both parties. If no date is given, then within ten (10) business days. If the deliverable again fails to Materially Conform, then this same process will be repeated one more time. If the deliverable fails to Materially Conform to the specifications after delivery for the second time then HCPSS may, at its sole discretion, (a) further extend the timeframe for cure and (b) extend the warranty period, if applicable, or (c) begin contract termination process as defined in this document. If HCPSS does not elect to terminate this Contract after the second failure, it has not automatically waived its right to do so following any additional failed attempt at correction by Contractor to which the parties may agree.
8. Confidential Information.
- 8.1. Contractor acknowledges and understands that HCPSS is required to protect certain Confidential Information from disclosure under applicable law, including but not limited to, the Family Educational Rights and Privacy Act ("FERPA"), the Gramm Leach Bliley

Act ("GLBA"), or the Maryland Public Information Act ("PIA"), including regulations promulgated there under, as the laws and regulations may be amended from time to time (collectively the "Privacy Laws"). The Confidential Information that is protected under FERPA was provided to the Contractor as it is handling an institution service or function that would ordinarily be performed by HCPSS's employees. The Contractor agrees that it shall be obligated to protect the Confidential Information in its possession or control in accordance with the Privacy Laws to the same extent as HCPSS would be obligated if the Confidential Information was in the possession or control of HCPSS. The Contractor further agrees that it is subject to the requirements governing the use and re-disclosure of personally identifiable information from education records as provided in FERPA.

- 8.2. Contractor's obligations with respect to Confidential Information shall survive the expiration or the termination of this Contract.
- 8.3. Contractor acknowledges that Contractor's failure to comply fully with the restrictions placed upon use, disclosure and access to Confidential Information may cause HCPSS grievous irreparable harm and injury. Therefore, any failure to comply with the requirements of this Section shall be a material breach of this Contract.
- 8.4. Contractor agrees and acknowledges that it is not the custodian of any Confidential Information that may be in Contractor's possession or control. Contractor shall forward any request for disclosure of Confidential Information to:

Public Information Office  
The Howard County Public School System 10910 Clarksville Pike  
Ellicott City, MD 21042

9. Relationship of The Parties. It is understood and agreed that Contractor is an independent contractor of HCPSS, and not an employee. Except as set forth in this Contract, the HCPSS will not withhold income taxes, social security or any other sums from the payments made Contractor hereunder. All employees or contractors of Contractor shall in no way be considered employees of HCPSS, but rather they shall be employees or contractors of Contractor, and Contractor shall bear full responsibility for compensating those persons and for the performance of the Services by way of them.
10. Insurance. Contractor shall maintain in full force and effect adequate insurance coverage to protect against the risks associated with the performance of Services under this Contract, as further set forth in Insurance Requirements (Attachment A), or as set forth in Contractor's proposal should the coverage and limits therein exceed the required minimum levels. Contractor shall provide to the Purchasing Office a certificate of insurance including evidence of the required limits at the execution hereof, and annually thereafter.
11. Indemnification. The Awarded Contractor shall be responsible for any loss, personal injury, expense, death and/or any other damage which may occur by reason of Contractor's acts, negligence, willfulness or failure to perform any of its obligations under this agreement. Furthermore, any acts on the part of any agent, director, partner, servant or employee of the Contractor are deemed to be the Contractor's acts. Contractor agrees to indemnify and hold harmless HCPSS and its Board of Trustees, Employees, Agents and Students from any claim, damage, liability, expense, and/or loss, including defense costs and attorney fees, arising directly or indirectly out of the Contractor's performance under this agreement. The indemnification obligation of the successful Contractor shall include, but shall not be limited to injuries to individuals and property of individuals who are not parties to the contract. In addition, the indemnification obligation of the successful Contractor shall cover the acts or omissions of any subcontractors hired by the successful Contractor. Furthermore, the indemnification

obligation of the successful Contractor shall survive termination of the contract for any reason.

Neither party shall be liable to the other for indirect, consequential, incidental, punitive, exemplary, or special damages, or losses, including without limitation lost profits and opportunity costs.

12. Termination for Default. If the Contractor fails to fulfill its obligation under this Contract properly and on time, or otherwise violates any provision of the Contract, HCPSS may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. HCPSS will provide Contractor a reasonable opportunity, not to exceed 10 business days, to cure the act or omission, provided such opportunity to cure does not extend the deadline for any deliverables and does not cause HCPSS further damage. All finished or unfinished work provided by the Contractor, to which HCPSS is entitled pursuant to this Contract shall become HCPSS's property. HCPSS shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and HCPSS can affirmatively collect damages.
13. Termination for Convenience. The performance of work under this Contract may be terminated by HCPSS in accordance with this clause in whole, or from time to time in part, whenever HCPSS shall determine that such termination is in the best interest of HCPSS. HCPSS will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.
14. Delays and Extension of Time. The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State or HCPSS, changes in law or regulation, action by government or other competent authority, fires, earthquakes, floods, epidemics, quarantine restrictions, strikes, freight embargoes, malicious or criminal acts of third parties, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.
15. Suspension of Work. The Purchasing Office unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Purchasing Office may determine to be appropriate for the convenience of HCPSS.
16. Subcontracting and Assignment.
  - 16.1. The Contractor may not subcontract any portion of the Services provided under this Contract without obtaining the prior written approval of HCPSS nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of HCPSS. HCPSS shall not be responsible for the fulfillment of the Contractor's obligations to subcontractors. Any such subcontract shall be subject to any terms and conditions that HCPSS deems necessary to protect its interests. Contractor shall remain responsible for performance of all Services under this Contract and shall be subject to liability to HCPSS for acts and omissions of subcontractors.
  - 16.2. Neither party may assign this Contract without the prior written consent of the other party, which consent shall not be unreasonably withheld, except that Contractor may assign this Contract to any parent, subsidiary, affiliate or purchaser of all or substantially all its assets with notice to HCPSS. Contractor may designate a third party to receive payment without HCPSS's prior written

consent unless in conflict with Maryland or federal law but shall provide HCPSS with notification thereof.

17. Contract Integration and Modification. This Contract and the documents incorporated herein form the entire agreement of the parties with respect to the subject matter of this procurement, and supersede all prior negotiations, agreements and understandings with respect thereto. This Contract may be amended with the written consent of both parties. Amendments may not significantly change the scope of the Contract.
18. No Third Party Beneficiaries. This Agreement is only for the benefit of the undersigned parties and their permitted successors and assigns. No one shall be deemed to be a third party beneficiary of this Agreement.
19. Notices. Notices under this Contract will be written and will be considered effective upon personal delivery to the person addressed.
20. Retention of Records. Contractor shall retain and maintain all records and documents relating to this Contract for three years after final payment and will make them available for inspection and audit by authorized representatives of HCPSS, including the Purchasing Office or designee, at all reasonable times.
21. Contingent Fee Prohibition. The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Contract.
22. Compliance with Laws. The Contractor hereby represents and warrants that:
  - 22.1. 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;
  - 22.2. It shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
  - 22.3. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.
23. Multi-Year Contracts Contingent Upon Appropriations. If HCPSS fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either HCPSS's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and HCPSS from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. HCPSS shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.
24. School Calendar. Work performed inside HCPSS facilities shall be performed during HCPSS working hours (see HCPSS School Calendar at <http://www.hcpss.org/calendar>).

## SECTION 4. Scope of Work

1. Purpose: HCPSS's Department Safety, Emergency Preparedness & Response is seeking qualified security guard services to maintain a safe and secure environment for students, employees, and visitors.
2. Background: HCPSS is a school system of 76 schools, elementary, middle, high, and educational centers. Student enrollment is 55,638. The school system employs approximately 8,000 full- and part-time regular employees in addition to temporary and seasonal employees.
3. Requirements
  - 3.1. The Contractor shall be an established company with a minimum five (5) years of experience providing security services as described in this document to institutions similar to HCPSS in scale.
  - 3.2. The Contractor shall own or lease a fully staffed commercial office space within a 25-mile radius of Ellicott City, Maryland.
  - 3.3. The Contractor shall have experience with state of Maryland and local government practices, procedures, laws, and regulations.
  - 3.4. The Contractor shall be licensed to do business in the state of Maryland.
  - 3.5. The Contractor shall furnish all labor, supervision, uniforms, photo IDs, certifications, equipment, materials and supplies required to provide security surveillance and protection of HCPSS facilities, building equipment, and school system grounds.
  - 3.6. Background Check: Security guards and other staff proposed for service on HCPSS properties under this contract must have a complete background check performed by the Contractor at the Contractor's cost. The background check shall include, but is not limited to:
    - credit check
    - confirmation of previous employment
    - verification of references
    - criminal record check at the State and Federal level
    - driver's license verification and background information
    - finger print validation by the Maryland State PoliceSecurity guards shall have no record of convictions for criminal offenses at either State or Federal levels. Prior to assigning any security guard to perform under this contract. Contractor shall:
    - Submit certified criminal record check. If not certified, the report must be signed, dated and notarized, and acknowledge that such background check was conducted, and that no adverse information was discovered.
    - Submit a copy of security guards' finger print report.
  - 3.7. Work Hours. Contractor's security services must be available 24 hours a day, 7 days a week, 365 days a year including holidays and building closures.
  - 3.8. Requirements for security guards:
    - be an employee of the Contractor
    - be properly licensed by the State of Maryland
    - shall be able to speak, read, write and comprehend the English language
    - be capable of prolonged physical activity in both emergency and non-emergency situations that include but are not limited to running, standing, bending, sitting, climbing, lifting and withstanding exposure during extreme weather conditions
    - maintain a neat, clean personal appearance

- wear a clean, professional uniform representing the Contractor's company
  - have both Contractor issued and HCPSS issued photo IDs visibly worn while on duty. HCPSS IDs will allow access to facilities and secured areas
  - be unarmed
4. Requirements for security guard services:
- communicate daily with HCPSS school/building administrators
  - ensure HCPSS property is secure by monitoring gates, windows, doors, and other points of entry of property and buildings.
  - monitor building lighting and turn on/off as appropriate.
  - undertake prevention of unauthorized building use, grounds use, or space use (loitering).
  - undertake prevention of property loss through theft, vandalism and fire.
  - undertake protection and safety of students, employees and visitors.
  - shall not make applications for warrants of arrests or sign complaints against any person, firm or organization.
  - perform other duties in accordance to this RFP's resulting contract mutually agreed to by both HCPSS and the Contractor.
5. Reporting and Documentation of Incidents
- 5.1. The Contractor shall provide both a written and oral report of any incident that occurs to HCPSS. Such reports may be reported to the local police authority. Reports for incidents shall be filed by the close of the shift period. An incident is defined as, but not limited to, the following:
- An apparent or suspected criminal attack against HCPSS or its employees.
  - An apparent trespass onto HCPSS's property.
  - Verbal or physical confrontation that occurs on HCPSS's property.
  - Any fire or unsafe condition found on HCPSS's property and the steps taken to address such conditions.
6. Project Manager
- 6.1. The Contractor shall provide the services of a Project Manager (Single Point of Contact). The Project Manager shall ensure that contract terms are met, ensure requested services are provided, provide requested reports, and participate in meetings with the HCPSS Contract Manager and/or other designated staff.
- 6.2. Education: A Bachelor's Degree from an accredited college or University and five years security personnel/staffing experience.
7. Right to Replace or Reject Service Personnel: HCPSS reserves the right to request that service personnel, determined by SEPR as unqualified or unprofessional in performance of duties or in conduct, be replaced. HCPSS reserves the right to review and approve service personnel and reject service personnel that HCPSS deems to be not suitable for security services in the school system.

## SECTION 5. EVALUATION CRITERIA

1. Transmittal Letter: A transmittal letter prepared on the Offeror's business stationery shall accompany the Technical Proposal. The letter should be an executive summary that clearly and concisely summarizes the content of the Proposal. The letter shall be signed by an individual who is authorized to bind the firm to all statements, including services and financial commitments. Include the Offeror's official business address and state in which it is incorporated or organized. An appropriate contact name, title, phone number, and email address should also be provided for HCPSS's use during the procurement process.
2. Signing of Forms: A Proposal, if submitted by an individual, shall be signed by the individual. If submitted by a partnership, a Proposal shall be signed by such member(s) of the partnership with authority to bind the partnership. If submitted by a corporation, a Proposal shall be signed by an officer, and attested by the corporate secretary or an assistant corporate secretary; if not signed by an officer, there shall be attached a copy of a board resolution or that portion of the by-laws, duly certified by the corporate secretary, showing the authority of the person so signing on behalf of the corporation.
3. Technical Proposal  
A clear, concise, yet detailed response to the technical criteria shall be provided. Standard sales material may be provided but shall be attached as an Attachment rather than included within the body of the Proposal. Offerors shall insert a page break for each section of the Proposal to separate responses to each of the technical criteria.

The information identified below shall be furnished in the Proposal. Failure to include any of the items listed may disqualify your firm's response. It is the Offeror's responsibility to tailor its response to demonstrate its qualifications to perform the scope of work specifically for HCPSS.

Offeror's Technical Proposal shall be submitted separate from the Price Proposal and clearly identified in its proposal as TECHNICAL PROPOSAL.

### 3.1. Project Objectives

- 3.1.1. Provide a comprehensive, detailed narrative describing how the Offeror plans to meet each of HCPSS' Requirements in the order provided in Section 4, Scope of Work.

### 3.2. Submittals

#### 3.2.1. Qualifications and Experience

- Describe Offeror's qualifications and experience in providing past and present security services. Include any experience with K-12 education districts.
- Provide three (3) references for a minimum of three contracts of similar size and scope. References shall include contact person's name and telephone number, email address, dates of services, types of personnel supplied, and descriptions of services performed.
- Provide a description and verification of all certifications and quality performance documentation.
- Provide a list of management and staff personnel to be used for this contract Including assigned Project Manager. Resumes for key management personnel should be included.

#### 3.2.2. Company Background and Information

- Provide organization data, including size and structure of your company/firm, locations of any branch offices.
- Provide detail on your internal security policy and procedures documenting any industry standards that Offeror has adopted or follows.

#### 3.2.3. Services



- Provide a description of plan to cover the normal working hours and other hours given 24/7/365 requirement. Provide a back-up plan for staffing in case of emergency, illness or vacations of assigned security guards.
- Provide a statement verifying that the proposed security personnel can perform requirements.
- Provide a list of service equipment to be used by the security guards in the performance of service.
- Describe a communication plan that will allow for an effective partnership with HCPSS, including the reporting structure of personnel contact information at each level.
- Provide a plan for reporting changes in staff should be submitted.
- Describe your procedures for supervision and accountability of security guards performing their assigned duties. Unique Qualifications.
- Provide a narrative to elaborate on any special/unique qualifications, expertise, and/or experiences of the Offeror and/or any member of its team, which make it uniquely capable to provide a security services to HCPSS.

#### 3.2.4. Price

- In a separate section identified as PRICE PROPOSAL provide pricing for security services as described in this RFP.
- If applicable provide structured pricing for various worker classification.
- Provide pricing for providing extra services such as overtime for emergencies.

3.3. Signature. Complete and sign the RFP Signature Sheet (Attachment A).

3.4. Acknowledge compliance with HCPSS Insurance Requirements (Attachment B).

3.5. Acknowledge receipt of Addenda Form: If any addenda to the RFP documents are issued prior to the due date and time for Proposals, this form (Attachment C) shall be completed, signed, and included in the Offeror's Proposal.

3.6. Proposal Affidavit: Complete and sign the Proposal Affidavit (Attachment D) and enclose with the Technical Proposal.

3.7. Acknowledge Review of Contract: The HCPSS Contract for this procurement will contain the provisions in Attachment L as well as any additional terms required by HCPSS. By submitting a Proposal, the Offeror warrants that they have reviewed Attachment E, Agreement for Professional Services, and will execute a contract with these terms and conditions after award by the Board of Education. For accounting purposes only HCPSS will issue a purchase order to the awarded firm.

## SECTION 6. EVALUATION PROCESS

### 1. Evaluation

1.1. Following evaluation of the Proposals the Evaluation Committee will make an initial overall ranking of the Proposals and recommend to the Purchasing Office the award of the contract(s) to the Offeror whose Proposal(s) is (are) determined to be the most advantageous to HCPSS. Minor irregularities contained in Proposals, which are immaterial or inconsequential in nature, may be waived wherever it is determined to be in HCPSS's best interest and when permitted by law. The decision of the award(s) of the Contract will be made at the discretion of the Purchasing Office and will depend on the facts and circumstances of the procurement.

1.2. Following the Purchasing Office's qualifying review and approval. The decision for progressing in the procurement process will be made based on the strengths, weaknesses, advantages, and deficiencies that the Proposals represent.

### 2. Shortlisting: A shortlist may be developed based on the Evaluation results. All Offerors will be notified of the results as they pertain to their respective Proposal. Shortlisted Offerors may also be required to provide a product trial.

### 3. Oral Presentations/Discussion Sessions.

3.1. Purpose: Based on the Evaluation Committee's initial Evaluation, HCPSS may invite, without cost to itself, the shortlisted Offerors to an oral presentation/discussion session ("Discussion Session"). The purposes of the Discussion Session are as follows:

3.1.1. To provide the Offeror the opportunity to demonstrate its experience.

3.1.2. To discuss/clarify any and all aspects of the Technical Proposal, in particular approach/methodologies, implementation process, cost model options, schedule, staffing of the contract, and ongoing support of the services and other applicable professional services;

3.1.3. To allow HCPSS to meet the Offeror's key personnel and for these personnel to convey directly their experience and expertise in the proposed product and its implementation; and,

3.1.4. To provide an opportunity to clarify the scope of services for the intended contract and discuss any items addressed in the Technical Proposal that may require additional clarification.

### 3.2. Format: The Discussion Session will be informal, as HCPSS is not interested in a sales presentation by executives and business development staff; rather, HCPSS is requesting an interactive discussion with each of the shortlisted Offerors. It is important that those key personnel who are proposed to be assigned to HCPSS fully participate in the presentation and discussion. Ample time will be available for the HCPSS and the Offeror to ask questions and discuss issues and concerns related to the scope of the services, and the Offeror's capabilities and qualifications. We anticipate that the Discussion Session will be approximately 90 to 120 minutes in length.

Following the Discussion Session, additional follow-up and/or clarification documentation may be requested of each Offeror.

### 3.3. Date: The times and dates for the Discussion Session(s) will be set upon completion of the Initial Evaluation. Offerors are advised to set these dates aside in their entirety on the calendars of key personnel identified in their offer.

### 4. Best and Final Offers. Best and Final Offers, as determined by the Purchasing Office, may be requested at this time.

5. Negotiations: HCPSS may select for award one (1) or more Offeror(s) to negotiate the terms and conditions of the Contract. HCPSS reserves the right to make an award with or without negotiation.
6. Basis for Award: Technical merit will have a greater weight than cost in the final ranking. Award may be made to the Offeror with a higher technical ranking even if its Price Proposal is not the lowest. The Purchasing Office retains the discretion to examine all factors to determine the award of the contract. The goal is to contract with the Offeror(s) that would best meet the needs of HCPSS as set forth in the RFP.
7. Price Proposal. Offeror is to respond with pricing for proposed services to meet the requirements described in its technical response. Offeror's Price Proposal shall be submitted separate from the Technical Proposal and clearly identified in its proposal as PRICE PROPOSAL.

Attachments and Forms (Check List)

Attachment A	Signature Sheet	
Attachment B	Insurance Requirements	
Attachment C	Acknowledgement of Receipt of AddendaForm	
Attachment D	Bid/Proposal Affidavit	
Attachment E	Agreement for Professional Services	

**Attachment A**

**SIGNATURE SHEET**

**A. Offeror's Certification**

I/we hereby propose to furnish and deliver supplies and or services, in accordance with specifications and stipulations contained herein, and at the prices quoted. I/we certify that this bid is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same supplies, materials, or Lumber and is in all respects fair and without collusion or fraud.

I/we certify that this bid is made without having contacted any employee within HCPSS unless such contacts were previously authorized by the Purchasing Officer.

I/we certify that this bid is genuine and not collusive or sham; that said offeror has not colluded, conspired, connived and agreed, directly or indirectly, with any offeror or person to put in a sham bid or to refrain from bidding and is not in any manner, directly or indirectly, sought by agreement of collusion or communication or conference, with any person to fix the bid prices of the affidavit or any other offeror, or to fix any overhead, profit or cost element of said bid price, or that of any offeror, or to secure any advantage against the Board of Education of Howard County or any other person interested in the proposed contract; and that all statements in said proposal or bid are true.

I affirm that this firm will not knowingly employ an individual to work at a school if the individual is a Registered Sexual Offender, pursuant to section 11-722 (C) of the Criminal Procedure Article of the Annotate Code of Maryland. A firm or person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding 5 years or a fine not exceeding \$5,000 or both.

I hereby certify that I am authorized to sign for the offeror.

**B. Vendor/Contractor Disqualification - Bribery**

A person convicted of bribery, attempted bribery, or conspiracy to bribe shall be disqualified from entering into a contract with any county or other subdivision of the state. Every business entity upon submitting a bid or otherwise applying for a contract shall submit an affidavit stating whether it, its officers, directors, or partners, or its employees have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government.

Submitted by:

\_\_\_\_\_  
(company name)

\_\_\_\_\_  
(street address)

\_\_\_\_\_  
(city, state and zip)

\_\_\_\_\_  
(company telephone number)

\_\_\_\_\_  
(name of person authorized to sign bid)

\_\_\_\_\_  
(title of authorized representative)

\_\_\_\_\_  
(signature of authorized representative) (Date)

\_\_\_\_\_  
(e-mail of authorized representative) (telephone number of representative)

## **ATTACHMENT B**

### **INSURANCE REQUIREMENTS**

#### **1 - General Insurance Requirements:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.1 - The Contractor shall purchase the following insurance coverages:

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

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

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

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

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

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

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

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

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

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



**ATTACHMENT C**

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM**

**RFP NO.:** \_\_\_\_\_

**TECHNICAL PROPOSAL DUE DATE:** \_\_\_\_\_

**RFP FOR:** \_\_\_\_\_

**NAME OF OFFEROR: ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

The undersigned, hereby acknowledges the receipt of the following addenda:

Addendum No.\_\_\_\_ dated \_\_\_\_\_

Addendum No.\_\_\_\_ dated \_\_\_\_\_

Addendum No.\_\_\_\_ dated \_\_\_\_\_

Addendum No.\_\_\_\_ dated \_\_\_\_\_

As stated in the RFP documents, this form is included in our Technical Proposal.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**ATTACHMENT D**

**BID/PROPOSAL AFFIDAVIT**

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

**ACKNOWLEDGEMENT OF MBE AFFIRMATION ACTION REQUIREMENTS**

The undersigned acknowledges that this project has a goal of actively attempting to achieve a minimum of twenty-five percent (25%) of the value of this contract for all materials, supplies, equipment and services directly or indirectly from Minority Business Enterprises. The undersigned shall complete the "Minority Business Enterprises Utilization Affidavit" and other related requirements in accordance with the bid specifications.

**AFFIDAVIT**

***Special Instructions:*** An authorized representative of the bidder shall complete the following affidavit in accordance with these bid documents and insert answer to paragraphs 1 and 3.

Statutory Affidavit and Non-Collusion Certification

I, \_\_\_\_\_, being duly sworn, depose and state:

1. **I am the \_\_\_\_\_ (officer) and duly authorized representative of the firm named \_\_\_\_\_ whose address is \_\_\_\_\_ and that I possess the authority to make this affidavit and certification 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, employees, agents, or employees of agents who are directly involved in obtaining or performing contracts with any public bodies has:
  - (a.) Been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state of the federal government;
  - (b.) Been convicted under the laws of the state, another state, or the United States of: a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
  - (c.) Been convicted of a criminal violation of an antitrust statute of the State of Maryland, another state, or the United States;
  - (d.) Been convicted of a violation of the Racketeer Influenced and Corrupt Organization Act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract;
  - (e.) Been convicted of any felony offenses connected with obtaining, holding, or maintaining a minority business enterprise certification, as prohibited by Section 14-308 of the State Finance and Procurement Article;
  - (f.) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction under any of the laws or statutes described in Paragraph (a) through (e) above; or

(g.) Been found civilly liable under an antitrust statute of this State, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.

3. **The only conviction, plea, or admission by any officer, director, partner, or employee of this firm to involvement in any of the conduct described in Paragraph 2 above is as follows:**

*If none, write "None" below. If involvement, list the date, count, or charge, official or administrative body, the individuals, their position with the firm and the sentence or disposition of the charge.*

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**(you may attach an explanation as necessary)**

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4. I affirm that this firm will not knowingly enter into a contract with a public body under which a person or business debarred or suspended under Maryland State Finance and Procurement Title 16, subtitle 3, Annotated Code of Maryland, as amended, will provide, directly or indirectly, supplies, services, architectural services, construction-related services, leases of real property, or construction.
5. I affirm that this proposal or bid to the Board of Education of Howard County Maryland is genuine and not collusive or a sham; that said bidder has not colluded, conspired, connived and agreed, directly or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding and is not in any manner, directly or indirectly, sought by agreement of collusion or communication or conference, with any person to fix the bid prices of the affidavit or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that if any bidder, or to secure an advantage against the Board of Education of Howard County Maryland or any other person interested in the proposed contract; and that all statements in the proposal or bid are true. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the Board of Education of Howard County Maryland may terminate any contract awarded and take any other appropriate action.
6. I affirm that this firm will not knowingly employ an individual to work at a school if the individual is a Registered Sexual Offender, pursuant to section 11-722 ( C ) of the Criminal Procedure Article of the Annotate Code of Maryland. A firm or person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding 5 years or a fine not exceeding \$5,000 or both.

**The statements contained in this affidavit shall be incorporated into the awarded contract as material provisions and shall be effective throughout the life of the contract. The firm has a continuing obligation through the life of the contract to submit a revised affidavit should the firm discover information, or events occur, which render the contents of this affidavit erroneous or incomplete or which would result in the firm providing a different response. The firm's failure to submit a revised affidavit within three (3) working days of either its awareness of any error, change of circumstances, incompleteness, etc., or request by the owner shall constitute breach of contract. Upon submission of a revised affidavit, the owner has the right to take such actions as may be necessary, in the judgement of the owner, to maintain and enforce the provisions of the affidavit, including termination of the contract.**

**I DO SOLEMNLY DECLARE AND AFFIRM** under the penalties of penalties that the contents of these affidavits (Statutory and Non-Collusion) are true and correct, that I am executing this Affidavit in compliance with Section 16-311 of the State Finance and Procurement Article, Annotated Code of Maryland, and the Non-Collusion Certification in compliance with requirements of the Board of Education of Howard County Maryland, and that I am executing and submitting this Form of Proposal on behalf of and with full authority by the bidder named below.

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Signed)

\_\_\_\_\_  
(Title)

SUBSCRIBED AND SWORN to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 1999.

NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_  
(Legal Name of Company)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City) (State) (Zip)

\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(Fax)

Contractor's # \_\_\_\_\_

We are/I am licensed to do business in the State of Maryland as a:

( ) Corporation      ( ) Partnership      ( ) Individual      ( ) Other

**Attachment E**

**STANDARD CONTRACT**  
**AGREEMENT FOR PROFESSIONAL SERVICES**

AGREEMENT # \_\_\_\_\_

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2018, by and between the Board of Education of Howard County (hereinafter referred to as the "Board") and \_\_\_\_\_, (hereinafter referred to as the "Consultant").

**RECITALS**

WHEREAS, the Consultant submitted a proposal to RFP # issued by the Board and has been selected to perform \_\_\_\_ (scope) \_\_\_\_\_ services in accordance with the terms and conditions expressed in the RFP;

WHEREAS, the Board desires the Consultant to perform certain work and services, on the terms and conditions herein set forth and the Consultant is ready, willing, and able to perform such work and services; and

WHEREAS, this Agreement shall be administered by the Project Manager or such other persons designated by The Board of Education; and

NOW, THEREFORE, in consideration of the premises contained herein and the promises each to the other made, the parties hereby agree as follows:

**ARTICLE I - CATEGORY OF WORK AND SERVICES**

The work and services to be performed by the Consultant shall be in accordance with the following documents:

RFP # \_\_\_\_\_  
Proposal Response per dated \_\_\_\_\_.

**ARTICLE II - TERMS AND CONDITIONS**

Consultant agrees to perform the work and services required under this Agreement in accordance with RFP # \_\_\_\_\_ whose general terms, conditions and specifications and General Provisions for Professional Services are incorporated herein by reference.

**ARTICLE III - TERM OF AGREEMENT**

The term of agreement shall begin on the date indicated above and continue for a period of one year commencing on \_\_\_\_\_ and terminating \_\_\_\_\_. The agreement may be extended an additional four (4) one year periods subject to funding.

**ARTICLE IV - PAYMENTS AND SCHEDULE OF PAYMENTS**

- (1) The Consultant shall receive his full compensation for all work and services performed according to conditions outlined in the solicitation.
- (2) Payment shall be made in three installments upon submission of an invoice.

ARTICLE V- INSURANCE

The Consultant agrees to and has complied with the insurance requirements set forth in the RFP.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above-written.

WITNESS:

BOARD OF EDUCATION OF HOWARD  
COUNTY

By: \_\_\_\_\_(SEAL)  
Cynthia L. Vaillancourt, Chairman  
Board of Education of Howard County

APPROVED:

By: \_\_\_\_\_(SEAL)  
Michael J. Martirano, Superintendent  
Howard County Public School System

WITNESS:

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State Zip

\_\_\_\_\_  
Telephone Fax