



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

**RFP #12-SCZ-007**

**REQUEST FOR PROPOSALS**

**FOR**

**TITLE I EDUCATIONAL SERVICES FOR ELIGIBLE NON-PUBLIC SCHOOL STUDENTS**

**Proposals Due: February 22, 2012 by 2:30 PM local time.  
Proposals received after this time will  
be returned unopened.**

HARFORD COUNTY PUBLIC SCHOOLS  
RFP # 12-SCZ-007  
TITLE I EDUCATIONAL SERVICES FOR ELIGIBLE NON-PUBLIC SCHOOL STUDENTS

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**GENERAL PROVISIONS FOR PROFESSIONAL AND CONSULTING SERVICES**

**I. CONTRACT AWARD**

Any award to furnish services to the Board of Education of Harford County shall include, in whole or in part, either attached or incorporated by reference, binding in all respects, these provisions. The words Bidder, Offeror, Consultant, Firm, Proposer and Contractor may be used interchangeably.

**II. 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
- General Provisions for Professional and Consulting Services

**III. WAIVER OF RIGHT TO BID ON OTHER CONTRACTS**

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

**IV. PUBLIC INFORMATION ACT NOTICE**

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

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

**V. INITIATION OF WORK**

The Bidder/Offeror shall not commence performance of the services until it receives a formal written notice to proceed from HCPS in the form of a contract/purchase order or request.

**VI. RESPONSIBILITY FOR CLAIMS AND LIABILITY**

The consultant shall be responsible for any personnel injury, loss of life, and damage to or loss of property arising from or related to Consultant's activities or those of its subcontractors, agents, or employees in connection with the services required under this agreement. The Consultant shall indemnify and save harmless HCPS, its elected officials, officers, agents and employees from and against all claims, suits, demands, judgments, expenses, actions, damages and costs of every name and description, including but not limited to attorneys fees arising out of or resulting from its negligent or wrongful performance or failure of performance of the services of the Consultant under

this agreement or the activities conducted or required to be conducted by the Consultant under this agreement, including its subcontractors, agents, or employees.

**VII. PERFORMANCE: SAVE HARMLESS: INSURANCE**

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

**VIII. SUBCONTRACTING OR ASSIGNMENT**

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

**IX. CHANGES, ALTERATIONS, OR MODIFICATIONS IN THE SERVICES**

HCPS shall have the right, at its discretion, to change, alter, or modify the services provided for in this agreement and such changes, alterations, or modifications may be made even though it will result in an increase or decrease in the services of the Consultant or in the contract cost thereof.

If such changes cause an increase or decrease in the consultant's cost of, or time required for, performance of any service under this contract, whether or not changed by an order, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. Any claim of the Consultant for adjustment under this clause must be asserted in writing with 30 days from the date of receipt by the Consultant of the notification of change unless the project manager or his duly authorized representative grants a further period of time before the date of final payment under the contract.

No services for which an additional cost or fee will be charged by the Consultant shall be furnished without prior written authorization of HCPS.

**X. DELAYS AND EXTENSIONS OF TIME**

The Consultant shall pursue the work continuously and diligently and no charges or claims for damages shall be made by the Consultant for any delays, acceleration or hindrance, from any cause whatsoever, during the progress of any portion of the services specified in this agreement. Such delays, acceleration or hindrances, if any, may be compensated for by an extension of time for such reasonable period as HCPS

may decide. Time extensions will be granted only for excusable delays such as delays beyond the control and without the fault or negligence of the Consultant.

**XI. REMEDIES AND TERMINATION**

- A. ***Correction of Errors, Defects, and Omissions*** - The Consultant agrees to perform work as may be necessary to correct errors, defects, and omissions in the services required under this agreement without undue delays and without cost to HCPS. The acceptance of the work set forth herein by HCPS shall not relieve the Consultant of the responsibility.
- B. ***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.
- C. ***Termination for Default*** - If the Consultant fails to fulfill its obligations under this contract properly and on time, otherwise violates any provision of the contract, HCPS may terminate the contract by written notice to the Consultant. The notice shall specify the acts of omissions relied on as cause for termination.

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

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.

- D. ***Termination for Convenience of HCPS*** - HCPS may terminate all or any part of the work required under this contract for the convenience of HCPS. In the event of such termination, the Contract Administrator shall determine the costs the Consultant has incurred to the date of termination and such reasonable costs associated with the termination. HCPS shall pay such costs as determined by the Contract Administrator to the Consultant together with reasonable profit reasonably earned by the Consultant to the time of termination but not to include any profit not earned as of the date of termination.
- E. ***Obligations of Consultant upon Termination*** - Upon notice of termination as provided in Paragraphs C and D above, the Consultant shall:
1. Take immediate action to orderly discontinue its work and demobilize its work force to minimize the occurrence of costs.
  2. Take such action as may be necessary to protect the property of HCPS, place no further orders or subcontract, assign to HCPS in the manner and to the extent directed by HCPS all of the right, title and if ordered by HCPS possession and interest of Consultant under the orders or subcontracts terminated.
  3. Deliver to HCPS all materials, equipment, data, drawings, specifications, reports, estimates, and such other information accumulated by the

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Consultant which has been or will be reimbursed under this agreement after taking into account any damages that may be payable to HCPS. Title to such items shall be transferred to HCPS.

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

**XII. RESPONSIBILITY OF CONSULTANT**

- A. 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.
- B. 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.
- C. HCPS review, approval, or acceptance of, nor payment for, any of the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Consultant shall be and remain liable to HCPS in accordance with applicable law for all damages to HCPS caused by the Consultant's negligent performance of any or the services furnished under this contract.
- D. The rights and remedies of HCPS provided for under this contract are in addition to any rights and remedies provided by law.

**XIII. DISPUTES: GOVERNING LAW**

Except as otherwise provided in these contractual documents, any claim, dispute, or other matter in question concerning a question of fact shall initially be referred to the HCPS Contract Administrator. Any claim, dispute, or other matter in question concerning a question of fact referred to the Contract Administrator that is not disposed of by agreement shall be referred to the purchasing officer, HCPS, who shall reduce his decision to writing and mail or otherwise furnish a copy to the Consultant. The decision of HCPS shall be final and conclusive.

The contract shall be governed by the law of the State of Maryland and nothing in this contract shall be interpreted to preclude the parties from seeking, after completion or termination of the agreement, any and all remedies provided by law. All protests must be in writing and submitted to the Harford County Public Schools Purchasing Supervisor.

**XIV. EXAMINATION OF RECORDS**

The Consultant agrees that the auditor of HCPS or any of its duly authorized representatives shall, until expiration of three years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Consultant involving transactions related to this contract.

**XV. 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 the prior written approval of the HCPS.

**XVI. NON-HIRING OF EMPLOYEES**

No employee of the Board of Education of Harford County, or any department, commission, or agency or branch thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contract, shall, while such employee, become or be an employee of the party or parties hereby contracting with said HCPS, or any department, commission, agency or branch thereof.

**XVII. CONTINGENT FEE PROHIBITION**

- A. The Consultant warrants that they have not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the consultant, to solicit or secure this agreement, and that they have 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 agreement.
- B. For breach or violation of this warranty, HCPS shall have the right to terminate this agreement without liability, or, at its discretion, to deduct from the contract price or consideration, or percentage, brokerage fee, gift or contingent fee.

**XVIII. COMPLIANCE WITH LAW**

The Consultant hereby represents and warrants:

- A. 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.
- B. That it is not in arrears with respect to the payment of any monies due and owing the county or state, of any department or agency thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this agreement.
- C. That it 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.

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- D. That it shall procure, at its expense, all licenses, permits, insurance, and governmental approval, if any, necessary to the performance of its obligations under this agreement.
- F. That the facts and matters set forth hereafter in the "Contract Affidavit" which is attached to this agreement and made a part hereof are true and correct.

**XIX. STAFF**

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

**XX. RECEIPT AND OPENING OF BIDS/PROPOSALS**

Sealed bids/proposals for the requirements identified in the attached statement of work and detailed specifications, as required by the Board of Education of Harford County will be opened at the time and date so specified. Unless otherwise indicated, bids and proposals will be opened in the Purchasing Department, 102 South Hickory Avenue, Third Floor, Room 310, Bel Air, MD 21014. Bidders/Offerors must submit their bids/offers in a sealed envelope to the attention of the Purchasing Department. The Board of Education reserves the right to reject any or all bids/proposals, and/or waive technical defects if, in its judgment the interests of the Board shall so require. Bids/Proposals may be withdrawn before the scheduled time of opening. Withdrawal is not permitted after the bids/proposals are opened.

**XXI. AWARD OR REJECTION OF BIDS/PROPOSALS**

All bid and proposal documents will become the property of the Board of Education. Bids/Proposals must be submitted in accordance with this RFP.

The Board of Education also reserves the right to reject the bid/proposal of firms who have demonstrated performance deficiencies or who have previously failed to perform properly or complete on time other Board contracts.

The Board of Education also reserves the right to reject the bid/proposal of bidders/offerors pursuant to Section 5-112 of the Education Article of the Annotated Code of Maryland.

The Board reserves the right to award a contract within one hundred twenty (120) days from the date of opening and all pricing must remain firm during that period and until the time of award. Tabulations and bid abstracts will not be provided.

**XXII. INTERPRETATION**

Should any bidder/offeror be in doubt as to the meaning of the drawings, specifications, statement of work, or anything contained within the bidding documents, the bidder/offer will contact the Agent in writing and request a clarification or additional information. This clarification may result in the issuing of an addendum. The Purchasing and Facilities Departments do not provide any oral or telephonic explanations or interpretations of the bidding documents.

**XXIII. DEVIATIONS**

Any deviations to the specifications or statement of work must be clearly noted in detail by the bidder/offeror, in writing at the time of submittal of the formal bid/proposal. Any deviations from the specifications as written is ground for rejection of the material, equipment and or services when delivered and performed.

**XXIV. WAIVER OF TECHNICALITIES**

Minor differences in the specifications or other minor technicalities may be waived at the discretion of Supervisor of Purchasing or upon recommendation to the Board of Education.

**XXV. PERMITS AND LICENSES**

The contractor awarded this contract must, at its expense, obtain any and all permits required by local, state, federal authorities. The contractor at the time of bid opening must be fully licensed in all trades or special areas that require a license by local, state, federal authorities. It is the contractor's responsibility to notify the HCPS of lapses in, suspension of or termination of special permits and licenses required under the contract.

**XXVI. MULTI-AGENCY PROCUREMENT**

HCPS reserves the right to extend the terms and conditions of this contract to any and all other public agencies and school districts. This is conditioned upon the contractor's approval and all purchase and payment transactions will be made directly between the contractor and the requesting public agency. HCPS assumes no obligation on behalf of any other agency.

**XXVII. POLITICAL CONTRIBUTION DISCLOSURE**

Contractor shall comply with the provisions of Article 33, Section 30-1 through 30-4 of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including agencies or political subdivisions of the State, during the calendar year under which the person receives in the aggregate \$10,000 or more, shall, on or before February 1 of the following year, file with the Secretary of State of Maryland certain specified information to include disclosure of political contributions in excess of \$100 to a candidate of elective office in any primary or general election.

**XXVIII. NONDISCRIMINATION**

The Contractor shall not discriminate against any person on the basis of race, creed, color, national origin, religion, sex, age, marital status, or mental or physical handicap in connection with performance of this contract. The contractor shall comply fully with all provisions of Executive Order 11246, as amended; the Rehabilitation Act of 1973; and the Vietnam Veteran's Readjustment Act of 1974. For assistance or questions regarding compliance contact: U.S. department of Labor at 410.962.3572.

**XXIX. GOVERNING LAW**

Any contract resulting from this solicitation is subject to and will be construed and interpreted under the laws of the State of Maryland.

**XXX. DRUG, TOBACCO, ALCOHOL**

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

**XXXI. CONTRACT**

The proposal, with respect to all items accepted, addenda, agreements and all papers and documents accompanying the same, including these general and special conditions shall constitute the formal contract between the bidder/offer and the HCPS.

**XXXII. 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 review these insurance requirements prior to submitting a bid or offer. Failure to comply with these insurance requirements may render the bid/offer as non-responsive.

**XXXIII. MINORITY BUSINESS ENTERPRISE PARTICIPATION**

Minority participation is encouraged on all contracts and non-minority prime contractors are encouraged to use minority subcontractors. Specific requirements may apply to certain bids when State of Maryland School Construction Program funds are utilized. When applicable, a special section in the bid documents will be included as "Minority Business Enterprise Procedures-State Funded Public School Construction Projects". When this requirement is included in the bid documents the required certificates, waiver forms, schedule for participation forms must be submitted and failure to submit may result in a determination that this bid is non-responsive. If the contractor is deemed the apparent low bidder the Minority Business Enterprise documentation described in the bid documents must be submitted within 10 working days of receiving notification of potential award.

**XXXIV. LIQUIDATED DAMAGES**

The HCPS Title I Office is required to provide documentation of implementation of services to MSDE. Failure to provide information to MSDE could result in loss of funds. If the Firm fails to submit required deliverables timely, the Firm shall pay “HCPS” \$185 per day in liquidated damages for every day in which the submission of the required deliverables is late. (See page 29; “Deliverables”)

**XXXV. CRIMINAL BACKGROUND CHECK/PHOTO IDENTIFICATION BADGE/FINGERPRINTING**

It is the responsibility of the Offeror to make certain that its employees, agents, volunteers, and contractors who may have contact with students are in compliance with Title 5, Subtitle 5, Part VI, of the Family Law Article of the Maryland Code. All costs therefore shall be borne by the Offeror. Copies of all criminal background checks and fingerprinting will be forwarded to the school system Contract Administrator. The Offeror shall comply with the Criminal Procedure Article of Annotated Code of Maryland Section 11-722 that states that a person who enters into a contract with a county board of education or nonpublic school may not knowingly employ an individual to work at a school if the individual is a registered sex offender. The Offeror shall utilize the same screening services for criminal backgrounds as used by the Board in order that the Board can have consistency with all those individuals permitted to work in schools and with children. Therefore, the Offeror shall require that all employees providing services to students be screened via the Criminal Justice Information Service (CJIS) and NCIC.

Maryland Law requires that any person who enters into a contract with a School Board, 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. 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 \$5000 fine.

Each contractor shall screen their work-forces to ensure that a registered sex offender does not perform work at HCPS and also ensure that a subcontractor and independent contractor conducts screening of its personnel who may work at a school. The term “work force” is intended to refer to all of the contractor’s direct employees and subcontractors and/or independent contractors it uses to perform the work. Violation of this provision may cause HCPS to take action against the contractor up to and including termination of the contract. HCPS reserves the right, in its sole discretion, to reject or require the removal of any person proposed for placement based on the person’s criminal background check.

**Insurance Requirements for 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.  
  
Therefore, the phrases "endeavor to" and ". . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.
- 1.5 No acceptance and/or approval of any insurance by the Board shall be construed as relieving or excusing the Consultant from any liability or obligation imposed upon the Consultant by the provisions of this Contract.
- 1.6 If the Consultant does not meet the insurance requirements of this Contract, the Consultant shall forward a written request to the Board for a waiver in writing of the insurance requirement(s) not met or approval in writing of alternate insurance coverage, self-insurance, or group self-insurance arrangements. If the Board denies the request, the Consultant must comply with the insurance requirements as specified in this Contract.
- 1.7 All required insurance coverages must be underwritten by insurers allowed to do business in the State of Maryland and acceptable to the Board. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest evaluation by A. M. Best Company, unless

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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.

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- 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 forms CG 2009 and CG 2010 entitled “Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization” (previously Forms A and B respectively) are NOT ACCEPTABLE. ISO form CG 2026 entitled “Additional Insured – Designated Person or Organization” or a manuscript endorsement with the above 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:

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(Enter specific identifying information such as project name, Board’s contract number and/or date of contract).”

- 2.3 Insurance or self-insurance provided to the Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers under any Consultant’s liability insurance or self-insurance required herein, including, but not limited to, umbrella and excess liability or excess liability policies, shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurance or self-insurance. (Any cross suits or cross liability exclusion shall be deleted from Consultant’s liability insurance policies required herein.)
- 2.4 Insurance or self-insurance provided to the Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers as specified herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the Board and its elected and appointed officials,

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officers, employees and authorized volunteers shall be excess of and non-contributory with insurance of self-insurance provided to the Board and its elected and appointed officials, officers, employees and authorized volunteers as specified herein.

2.5 If any liability insurance purchased by the Consultant has been issued on a “claims made” basis, the Consultant must comply with the following additional conditions:

2.5.1 The Consultant shall agree to provide certificates of insurance evidencing the above coverages for a period of two years after final payment by the Board under this Contract. Such certificates shall evidence a retroactive date no later than the inception date of this Contract; or

2.5.2 The Consultant shall purchase an extended (minimum two years) reporting period endorsement for each such “claims made” policy in force as of the expiration or termination date of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself. Such certificate or copy of the endorsement shall evidence a retroactive date no later than the inception date of this Contract.

3. **Indemnification**

To the fullest extent permitted by law, Consultant agrees to defend, indemnify, pay on behalf of and save harmless the Board of Education of Harford County, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including attorneys’ fees and all other costs connected therewith, arising out of or connected to the services provided by Consultant under this Contract.

4. **Waiver of Subrogation**

To the fullest extent permitted by law, the Consultant and its invitees, employees, officials, volunteers, agents and representatives waive any right of recovery against the Board of Education of Harford County for any and all claims, liability, loss, damage, costs or expense (including attorneys’ fees) arising out of the services provided by Consultant under this Contract. Consultant specifically waives any right of recovery against the Board and its elected and appointed officials, officers, volunteers, agents and employees for personal injury (and any resulting loss of income) suffered while working on behalf of the Board as an independent contractor. Such waiver shall apply regardless of the cause of origin of the injury, loss or damage, including the negligence of the Board and its elected and appointed officials, officers, volunteers, agents and employees. The Consultant shall advise its insurers of the foregoing.

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

Consultant hereby acknowledges its status as an independent contractor while performing services on behalf of the Board and that the Board’s workers compensation coverage or self-insurance is not intended to and will not respond to cover any medical or indemnity loss arising out of injury to the Consultant or its employees during the Consultant’s performance of services for the Board. To the fullest extent permitted by

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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.

**SECTION I: GENERAL INFORMATION**

**A. INTRODUCTION AND OVERVIEW**

The Board of Education of Harford County, also known as Harford County Public Schools, sometimes referred to as HCPS or the Board is soliciting proposals from qualified vendors to provide reading and math instructional services to eligible students enrolled in participating non-public schools as required under “No Child Left Behind Act of 2001” (NCLB), Title I – Improving The Academic Achievement of the Disadvantaged. The target population is private school children identified as failing or most at-risk of failing to meet challenging academic content and student academic achievement standards and who reside in participating Title I public school attendance areas.

**B. BACKGROUND**

Harford County Public Schools (HCPS) serves the needs of public education in Harford County. HCPS operates 54 schools, which includes elementary, middle, and high schools; special education centers; alternative schools; and administrative offices. Central Administration for Harford County Public Schools is located at 102 South Hickory Ave, Bel Air, Maryland 21014.

Title I of the Elementary and Secondary Education Act (ESEA), as amended by the “No Child Left Behind Act of 2001” (P.L. 107-110), provides Federal financial assistance to local educational agencies (LEA’s) to ensure that all children have a fair, equal, and significant opportunity to obtain a high-quality education and reach, at a minimum, proficiency on challenging academic standards. Section 1120 of Title I, Part A requires each participating LEA to provide Title I services and/or other benefits to eligible non-public school children attending participating non-public elementary schools, their teachers and their families.

“HCPS”, also known as the LEA, receives federal funds each year to provide Title I supplemental educational programs designed to meet the needs of educationally deprived children residing in a participating public school attendance area. The educational services and other benefits for non-public school students should be equitable in comparison to services and other benefits for public school students. The local educational agency (LEA) may provide services directly or through contracts with public or private agencies, organizations and institutions.

To be eligible to receive Title I services, a non-public school child must reside in a participating public school attendance area and must meet the criteria of a student identified as failing or most at risk of failing to meet challenging academic content and student academic achievement standards. The law requires that residency and poverty information be used to determine Title I funding for the district. The collection of this information annually for all students is necessary to determine the amount of funding that will be allocated for instructional services to both public and non-public school students. Allocation of Title I non-public school funding will be based upon a per pupil allocation (PPA) for eligible students as

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determined by the September 30<sup>th</sup> enrollment at the participating non-public school. The PPA varies annually due to changes in Title I funding for the LEA and PPA for the Title I Public Schools. The PPA for participating non-public schools, therefore, fluctuates year to year based upon the factors. The total allocation to each participating non-public school also depends on the number of eligible students each year. In summary, the annual Title I non-public school PPA dollar amount is dependent upon the LEA's Title I Allocation, the annual participating non-public schools' September 30<sup>th</sup> enrollment (from the previous year), and the number of Title I eligible non-public school students.

Under the No Child Left Behind Act of 2001, instructional services can be provided to eligible students in pre-kindergarten through Grade 12. The current program, however, provides supplemental instructional services to eligible students in kindergarten through grade five (elementary grade span) using during school or after school pullout models, which are agreed upon by the LEA and the participating non-public schools. Instruction is provided in the areas of reading and mathematics.

For the purposes of this contract, instructional costs are defined as: teacher salaries, including fringe benefits, and instructional materials, including items such as, books, workbooks, and supplies.

For the purposes of this contract, administrative costs are defined as costs the Firm incurs to administer the program, including but not limited to salaries and fringe benefits of the Project Director, assistants, as needed, support staff, rent, and utilities, office equipment and supplies, postage and mailings, telephone, and travel.

Instructional costs and administrative costs, must be delineated through the billing process. Instructional costs will be solely based upon the LEAs PPA.

Currently, a minimum of 60 minutes of services, 2 days per week are provided to kindergarten through grade five.

The effectiveness of the program will be based on the ability of the students to meet the challenging performance standards established by the state or the LEA in cooperation with the participating non-public school officials. The performance standards for participating non-public schools are developed each year after reviewing pre/post test.

**C. PROCUREMENT ADMINISTRATOR**

Sam Carnucci, CPPB, Purchasing Agent, will administer the solicitation process. The Procurement Administrator will be the sole point of contact for purposes of this RFP. Questions and inquiries should be directed to the Procurement Administrator: Mr. Sam Carnucci, CPPB, Harford County Public Schools, Office of Purchasing, 102 South Hickory Avenue, Bel Air, Maryland 21014. Telephone, 410.638.4082: Fax, 410.809.6147: E-Mail to Sam.Carnucci@hcps.org All questions must be e-mailed, and received no later than 4:00 pm local time, January 27, 2012. Questions that are deemed to be substantive in nature will be

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answered only in writing, with both the question(s) and answer(s) being put in an addendum and posted on our website, [www.HCPS.org](http://www.HCPS.org).

**D. EVALUATION COMMITTEE**

The evaluation of proposals will be completed by the Evaluation Committee and chaired by Mr. Thomas Webber, Assistant Supervisor of Title I.

**E. ABOUT THIS DOCUMENT**

This document is a Request for Proposal (RFP). It differs from a Request for Bid/Quotation in that Harford County Public Schools is seeking a solution, as described in the cover page and in the following sections, not a bid/quotation meeting firm specifications for the lowest price. As such, the lowest prices proposed may not guarantee an award recommendation. As defined in the American Bar Association Model Procurement Code, Competitive Sealed Proposals will be evaluated based upon criteria formulated around the most important features of a product or service, of which quality, testing, references, and availability or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards that measure how well a Firm(s) approach meets the desired requirements and needs of Harford County Public Schools. Those criteria that will be used and considered in evaluation for award are set forth in this document.

No negotiations, decisions, or actions shall be initiated by any proposers as a result of any verbal discussion with any Harford County Public Schools member prior to the opening of proposals in responses to this document. RFP offerors shall make no contacts – either written or verbal – with any individual other than the individual identified herein during the period beginning with the issuance of this RFP through approval of award. Any attempt by a supplier/proposer to influence a member or members of the aforementioned may be grounds to disqualify the proposal from the proposer from further consideration.

As applicable to the service identified in this solicitation, trade secrets or proprietary information submitted by a supplier/proposer in connection with this solicitation may not be subject to disclosure. Proposers must clearly identify the materials to be protected and state the reasons why protection is necessary.

If awarded, the RFP and the Performance Work Statement (PWS) become part of the contract. Harford County Public Schools reserves the right to reject any or all proposals at any time and make necessary arrangements to contract for the services or work described and proposed in the manner most feasible and applicable when in its best interest to do so. **A complete copy of this RFP along with any addenda must be submitted within your Technical Proposal.**

**F. SELECTION AND CONTRACT EXECUTION**

1. Upon approval by Harford County Public Schools, award shall be made and the successful respondent firm will be required to enter into an Agreement with Harford County Public Schools. The contract shall incorporate this RFP including all of its provisions, conditions, attachments and any addenda that are issued.
2. All unsuccessful respondents shall be so notified and given an opportunity to be debriefed.

**G. AWARD OR REJECTION OF PROPOSAL**

The contract will be awarded to the firm complying with all the provisions of this RFP and the stated criteria, subject to the availability of funding and provided it is in the best interest of Harford County Public Schools to award the contract.

Harford County Public Schools reserves the right to reject any and all proposals, at any time, whenever such is in their best interest.

Harford County Public Schools reserves the right to reject any proposals if the evidence submitted by, or investigation of, such firm fails to satisfy Harford County Public Schools that such firm is qualified to carry out the obligations of the contract herein.

**H. CONTRACT ADMINISTRATOR**

Mr. Thomas Webber, Assistant Supervisor of Title I, is hereby designated as Contract Administrator following award of the contract. The Contract Administrator will be the primary point of contact between the Firm and HCPS. This individual is authorized to resolve minor contract performance issues that may arise, as well as, providing direction to the Firm.

**I. PRE-PROPOSAL MEETING**

A pre-proposal meeting will be held on Tuesday, January 17, 2012 at 10:00 AM local time in the central administration building located at 102 South Hickory Ave., Bel Air, MD 21014 in the Purchasing Conference Room on the Third Floor. All Offerors are strongly encouraged to attend.

**SECTION II: PROPOSAL FORMAT**

**1.0 GENERAL FORMAT – TWO-PART SUBMISSION**

- A. Offerors shall submit **in separate sealed envelopes** the following;
- Volume I - Technical Proposal
  - Volume II – Cost Proposal
1. The Technical Proposal shall include One (1) original (so labeled) and four (4) copies in a sealed envelope clearly labeled “Technical Proposal”. An electronic version of the Technical Proposal shall also be submitted with the original. Electronic media must be a CD or USB and shall bear a label on the outside containing the RFP number and name as well as the name of the Offeror and the words Volume I: Technical Proposal.
  2. The Cost Proposal shall include One (1) original (so labeled) and one (1) copy in a sealed envelope clearly labeled “Cost Proposal”.

Each envelope shall, in addition, be labeled with the following:

- a. The Offeror’s name and business address.
- b. The due date/time for receipt of proposals.
- c. The Title of the RFP and RFP number

**2.0 VOLUME I: TECHNICAL PROPOSAL FORMAT**

Each proposal must include a table of contents and all pages in the Technical Proposal must be numbered, consecutively from beginning to end and separated by tabs as described below:

**TAB A. TRANSMITTAL LETTER**

Technical Proposals are to be accompanied by a brief transmittal letter prepared on the Offeror’s letterhead, and signed by an individual who is authorized to commit the Offeror to the services and requirements in the RFP and proposal. This transmittal letter shall include:

1. The name, title, address, telephone number, and electronic mail address of the person authorized to bind the Offeror to the contract, who will receive all official notices concerning this RFP.
2. The Offeror’s Federal Tax Identification Number or Social Security Number.
3. A brief statement of the Offeror’s understanding of the work to be done, the commitment to perform the work within the time period, and a statement of why the firm believes it is best qualified to perform the engagement.
4. A statement that the proposal is a firm and irrevocable offer for a period of one-hundred twenty (120) days.

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5. Acknowledgement of all Addenda to this RFP.
6. Any exceptions Offeror may have to any of the requirements of the solicitation or any of the terms and conditions along with a copy of any form that HCPS may be requested to sign.

**TAB B. TABLE OF CONTENTS**

**TAB C. EXPERIENCE WITH SIMILAR SCHOOL DISTRICTS**

Offeror shall provide information on past and current experience with rendering services similar to those in this RFP. This description shall include:

1. Summary of the services offered including the number of years the Offeror provided these services; the number of clients, names of clients, and geographic locations the Offeror currently serves, etc. and has served; and if a past customer, why the Offeror is no longer providing services;

**TAB D. PROFESSIONAL QUALIFICATIONS**

1. Provide an organizational chart of the Offeror showing the structure of the organization; where the management of this contract will fall within the organization; and what resources will be available to support this contract in primary, secondary and back-up roles.
2. Name all key personnel who will perform work under this contract and include each individual's resume. Include work history, educational background and indicate the proposed role/function of each individual.

**TAB E. TECHNICAL RESPONSE TO RFP SCOPE OF WORK**

The proposal shall include a proposed plan of operations demonstrating the Offeror's ability and plan to perform all of the requirements set forth in the Scope of Work. The Offeror shall address each major requirement of Section IV (Scope of Work).

**TAB F. REFERENCES (Appendix III)**

At least two (2) and as many as five (5) references from its customers who are capable of documenting the following: a) the Offeror's ability to manage similar contracts, b) the quality and breadth of services provided by the Offeror under similar contracts (See Appendix III).

**TAB G. FISCAL INTEGRITY/FINANCIAL STATEMENTS**

1. The Offeror shall include in its proposal, completed audited financial statements including the auditor's notes, for its last two fiscal years. If the Offeror has not had its financial statements audited by an independent accounting firm, the Offeror must submit such un-audited financial statements as it has. Some acceptable methods include but are not limited to one or more of the following:
  - a. Recently audited (or best available) financial statements
  - b. Dunn and Bradstreet Rating
  - c. Standard and Poor's Rating
  - d. Lines of credit
  - e. Evidence of a successful financial track record
  - f. Evidence of adequate working capital
2. Offeror shall identify any claims during the past five (5) years and provide information on any pending litigation, lawsuits, etc.

**TAB H. COMPLETED NON-COLLUSION CERTIFICATE (Appendix IV)**

**TAB I. COMPLETED DEBARMENT AFFIDAVIT (Appendix V)  
COMPLETED ANTI-BRIBERY AFFIDAVIT (Appendix V)**

**TAB J. COPY OF CERTIFICATE OF INSURANCE**  
Proof of current insurance coverage of your firm.

**TAB K. COMPLETE COPY OF THIS RFP ALONG WITH ADDENDA**

**3.0 VOLUME II: COST PROPOSAL**

- A. Offerors shall enter all price information on Appendix II, "Cost Proposal Form" and submit it under a separate sealed cover as described in Section II, 1.0.

**SECTION III: EVALUATION AND SELECTION PROCEDURE**

**1.0 EVALUATION COMMITTEE**

- A. Evaluation of the proposals will be performed by a committee established for that purpose and will be based on the criteria set forth below. The contract resulting from this RFP will be awarded to the Offeror whose proposal is the most advantageous to HCPS, considering price and technical factors set forth herein.
- B. The Evaluation Committee will make the final determination about acceptability of proposals.
- C. The Cost Proposals will not be distributed to the Committee until the technical evaluation is completed.

**2.0 EVALUATION PROCESS**

- A. The Committee will evaluate each Technical Proposal using the evaluation criteria set forth below. As part of this evaluation, the Committee may hold discussions with Offerors. Discussions may be conducted via teleconference or may take the form of questions to be answered by the Offerors and conducted by mail, E-mail, or facsimile transmission at the discretion of HCPS. During the evaluation process, the Committee may request technical assistance from any source.
- B. Offerors whose Technical Proposals are ultimately deemed reasonably susceptible of being selected for award and who are determined "responsible" will be considered "qualified Offerors."
- C. Any Offeror who does not meet the requirements will be declared "not responsible" or "not reasonably susceptible of being selected for an award" and its Cost Proposal will be unopened.
- D. Offerors may be asked to make an oral presentation to the Evaluation Committee. The purpose of the oral presentation is to provide an opportunity for the Offeror to clarify its proposal submission and substantiate proposal representation. The oral presentation is a part of the technical evaluation.
- E. Following the completion of the technical evaluation of all Offerors' Technical Proposals, including any discussions, and/or oral presentations, the Committee will rank each qualified Offeror's Technical Proposal.
- F. The Evaluation Committee may reject in whole or in part any and all proposals, waive minor irregularities, and conduct discussions with all responsible Offerors in any manner deemed necessary to serve the best interests of HCPS and the Board of Education.

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- G. The Cost Proposal of each qualified Offeror will be distributed to the Evaluation Committee following the completion of the technical evaluations. The Committee will determine total costs of the proposals in order to establish a cost ranking of the proposals from lowest to highest.
- H. If it is determined to be in the best interest of HCPS, HCPS may invite Qualified Offerors to make final revisions to their Technical and/or Cost Proposals through submission of a Best and Final Offer.
- I. The Committee will recommend the Offeror whose overall proposal provides the most advantageous offer to HCPS considering both price and technical factors set forth in this RFP. The Technical Proposal will be afforded more weight than the Cost Proposal.

**3.0 EVALUATION CRITERIA**

The Evaluation Committee will evaluate the Technical Proposals using the following criteria below. The Committee shall determine which proposals have the basic requirements of the RFP and shall have the authority to determine whether any deviation from the requirements of the RFP is substantial in nature. The Committee may reject in whole or in part any and all proposals and waive minor irregularities.

- 1. Experience with Similar School Districts
- 2. Professional Qualifications
- 3. Technical Response to RFP Scope of Work
- 4. References
- 5. Fiscal Integrity/ Financial Statements

The Committee may also ask Offerors to make oral presentations which will be scored and be part of the criteria.

**4.0 RFP PROCESS SCHEDULE**

The time line for submission, analysis, and subsequent award is as follows:

Issue RFP	January 5, 2012
Pre-Proposal Meeting at 10:00AM local time	January 17, 2012
Questions due by 4:00 PM local time	January 27, 2012
Addendum issued, if necessary	February 3, 2012
Proposals due by 2:30 PM local time	February 22, 2012
Evaluation and Scoring of Technical Proposals	March 9, 2012
Finalist firms interviewed (optional)	Week of March 16, 2012
Evaluation and Scoring of Cost Proposals	March 20, 2012
Negotiation of Best & Final Offers (optional)	March 27, 2012
Board Approval (If necessary)	April 23, 2012
Contract Implementation	September 3, 2012

**SECTION IV: PERFORMANCE WORK STATEMENT**

**A. EXCEPTIONS TO THE PERFORMANCE WORK STATEMENT**

Respondent firms taking exception to any part or section of this RFP shall indicate such exception in their proposal. Failure to indicate any exceptions shall be interpreted as the respondent firms intent to fully comply with all RFP requirements as written.

**B. INCURRING COSTS**

HCPS accepts no responsibility for any expense incurred in the proposal preparation and presentation, such expense is to be borne exclusively by the respondent firms.

**C. PERFORMANCE REQUIREMENTS / SCOPE OF SERVICES**

The general scope of work shall consist of the following:

Program Requirements

- A. The Firm shall ensure that Title I services provided to participating non-public students follow the strict guidelines provided by the federal government based on the Supreme Court rulings of Augilar v. Felton (1985) and Agostini v. Felton (1997). The selected Firm will cooperate with the Office of Federal Programs/Title I to operate in compliance with Title I federal and state laws and regulations.
- B. Based on the needs of the children to be served, the Firm in consultation with HCPS and participating non-public school officials shall design a supplemental Title I instructional program. The program provided shall be based on effective methods and instructional strategies for improving achievement that are based on scientifically based research, and shall provide an accelerated, high-quality curriculum.
- C. The Firm shall implement the instructional program including subject areas and grade levels, assessment instruments, curriculum content, teaching methods, and types of supplies, and materials.
- D. The Firm shall ensure that the instructional program not only supplement but also coordinate with the instruction that the eligible children are receiving in their regular classrooms.
- E. The Firm shall provide appropriate instructional materials to be used in the delivery of Title I services to eligible participants. The Firm agrees that all non-consumable materials purchased by or for the Firm because of this contract shall become and remain the exclusive property of "HCPS" during and upon termination or completion of the services required to be performed under this contract.

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- F. The Firm shall ensure that print and non-print materials used to supplement the non-public materials are current and fit the grade level and academic needs of the students.
- G. The Firm shall ensure that teachers are state certified to teach the subject matter at the grade level(s) they are assigned.
- H. The Firm shall ensure that the teacher accompanies students as they travel from the participating non-public school program and the regular classroom.
- I. The Firm shall provide and coordinate parent involvement activities based on the Title I regulatory requirements. Activities should include training and services to engage parents/families in the academic achievement of children.
- J. The Firm shall provide and coordinate professional development activities based on the Title I regulatory requirements to non-public school teachers of participating children. Activities should include training and services to engage teachers in the academic achievement of children.
- K. With the approval of HCPS and participating non-public school officials, the Firm shall publish a quarterly newsletter for parents and other appropriate parties. The newsletter shall contain a program status report.
- L. The Firm shall develop instruments to assess the effectiveness of parent/family involvement programs and activities of eligible students.
- M. The Firm shall maintain all parent involvement program budget documentation.
- N. The Firm shall maintain records of communication and meetings with parents. Record of communication should include sign-in sheets, agenda, notes, and evaluations, (if applicable).
- O. The Firm shall provide a teacher/student ratio in all instructional groups not exceeding 1:6.
- P. The Firm shall provide substitute teachers as needed.
- Q. The Firm shall administer pre/post testing of students as required by HCPS.
- R. The Firm shall be independent of HCPS, the non-public school, and of any religious organization in the provision of these services. The Firm shall provide to HCPS written notice of any professional relationships entered into during the contract period.
- S. The Firm shall assist HCPS in gathering data to measure the progress of the Title I program for non-public school participants.

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- T. The Firm shall work with HCPS to assess annually the progress of each program (i.e. reading and math) to determine whether participating students are meeting or making annual progress toward the student academic achievement standards or the alternative standards.
- U. The delivery of services must follow the HCPS school calendar year and will not include summer services.

Instructional Facilities

- A. The Firm shall ensure that the facilities used for Title I instruction be suitable and if at all possible, be in a religiously neutral setting free of religious symbols. These facilities should be limited to space in the participating non-public schools.

Administration

- A. The Firm shall develop and maintain appropriate individual student records that reflect the needs of participating students and their progress toward meeting the student academic achievement standards in the subject areas in which they are receiving instruction.
- B. The Firm shall maintain in an organized manner all data, material, records, and financial transactions and accounts as required by Title I program regulations for a period of at least three (3) years after contract expiration.
- C. The Firm shall maintain records of communication and meetings with the participating non-public school teacher and parents. Records of communication and meetings shall be made available upon request. Records of communication should include sign-in sheets, agenda, notes, and evaluations, (if applicable).
- D. The Firm shall make available upon request, electronically (if possible), all records and financial transactions and accounts for review by authorized representatives of local, state, and federal agencies.
- E. The Firm shall provide information, technical assistance, and respond to inquiries from HCPS in a timely manner.
- F. The Firm shall comply with HCPS' written Complaint Procedures for the investigation and resolution of complaints made by concerned organizations or individuals concerning violations of Title I in connection with Firm activities. HCPS will distribute these procedures each contract year to the Firm.

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Deliverables

- A. The Firm shall submit an electronic copy of an up-to-date list of students' report that are eligible for service based on the multiple selection criteria. This report shall be submitted 3 times during the school year. The first report is due no later than October 15<sup>th</sup>. The second report is due on January 15<sup>th</sup>. The report shall include the following:
1. Student first and last name
  2. School
  3. Principal's name
  4. Grade
  5. Class assignment
  6. Race/ethnicity
  7. Gender
  8. Date of birth
  9. Entry date
  10. Title I teacher
  11. Exit date
  12. Non-public school classroom instructor
  13. Assessment data (Pre and Post test scores and any quarterly assessment scores)
  14. Students home address and zoned school
  15. List of teachers and proof of certification
- B. Along with the monthly invoice, the Firm shall submit a monthly attendance list reflecting the students who received services, the type of service, and date of service with detailed documentation.
- C. The Firm shall submit the school and teacher class schedules for each site, no later than October 15<sup>th</sup>.
- D. HCPS will make formal and/or informal site visits to review the following:
1. Evidence that the students selected for services were selected based on the student referral list and multiple selection criteria.
  2. Formal daily instructional plans by the Title I teacher with time-on task documentation.
  3. Communication forms that demonstrate cooperative planning of activities between the classroom teacher and the Title I teacher.
  4. Schedules and records pertinent to the Title I program.
  5. Students' work folders/notebooks
  6. Documentation of professional development for Title I teachers.
  7. Documentation of parent involvement.
  8. Other related activities.
- E. A final report is due within 30 days of the last day of school. The final report shall include but not limited to, the total number of students served, total number of sessions for each student, final progress reports, and assessment data. The final report shall also include an inventory report of all materials, and books purchased under the contract.

**SECTION V: INFORMATION TO RESPONDENT FIRMS**

**A. COMMUNICATIONS**

All communication specific to this RFP is to be directed to the Procurement Administrator. Persons employed by, or otherwise associated with Respondent firms are NOT to contact any member of the Evaluation Committee, any member of the Harford County Public Schools administration or staff. Contacts outside of these procedures may result in rejection of a Respondent Firm's proposal.

The Harford County Public School's official response to any request for information, or for any interpretation or clarification of the information contained in this RFP, will be made by addendum. Respondent firms will acknowledge in their proposal on the Signature Sheet (Appendix I), the receipt of each addendum.

It is each Respondent Firm's responsibility to advise the Harford County Public Schools of apparently conflicting requirements, omissions of information, or the need for modifications or clarifications to the RFP and supporting documents before the proposal deadline.

**B. BILLING**

Invoices, based on agreed deliverables, must be submitted to the Title 1 Department, Attn: Mr. Thomas Webber, 102 South Hickory Avenue, Bel Air, Maryland, 21014.

**C. INSURANCE REQUIREMENTS**

Insurance requirements are contained within this RFP. Any exceptions to the insurance requirements must be noted.

**D. TERM OF AGREEMENT**

The term of this agreement will be one (1) year, renewable for up to two (2) additional years.

**E. FORMS AND SIGNATURES REQUIRED**

1. Respondent firms must complete and sign all forms which require a signature in order to validate their proposals
2. The following forms are to be submitted with the Technical Proposal (Volume I):
  - Appendix I - Signature Sheet
  - Appendix III - References
  - Appendix IV - Non Collusion Certificate
  - Appendix V - Debarment / Anti-bribery Form
3. The following form is to be submitted as the Cost Proposal (Volume II):
  - Appendix II- Cost Proposal Form

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**APPENDIX I - SIGNATURE SHEET**  
(To be submitted with Technical Proposal)

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

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 \_\_\_\_\_

**CHECK APPROPRIATE BOXES:**

- |  |   |
|--|---|
| <input type="checkbox"/> Small Business                                    | <input type="checkbox"/> Partnership          |
| <input type="checkbox"/> Individual Proprietorship                         | <input type="checkbox"/> Non-incorporated     |
| <input type="checkbox"/> Corporation                                       | <input type="checkbox"/> Woman Owned Business |
| <input type="checkbox"/> Minority Business, Approved Minority MDOT # _____ |   |
| <input type="checkbox"/> LLC   |   |

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**APPENDIX II - COST PROPOSAL FORM**  
(TO BE SUBMITTED AS THE COST PROPOSAL)

Firm: \_\_\_\_\_

**TO THE BOARD OF EDUCATION OF HARFORD COUNTY:**

The undersigned propose to provide to Harford County Public Schools in accordance with the General Provisions, Scope of Work, and other documents of this Request for Proposal.

Enter the total cost (multiply the hourly cost per student by the number of students by the number of sessions). The number of students will vary each year depending upon eligibility. The number of students listed below is an estimate based upon the previous years' eligibility.

**(A) Instructional Costs (Reading and Math Services)**

Contract Term	Hourly Cost Per Student	Number of Students (Estimate)	Number of Hourly Sessions (Estimate)	Total Cost (Per Year)
July 1, 2012 – June 30, 2013	\$ _____	100	70	\$ _____
July 1, 2013 – June 30, 2014	\$ _____	100	70	\$ _____
July 1, 2014 – June 30, 2015	\$ _____	100	70	\$ _____

**Instructional Costs - Total (All years)**                      \$ \_\_\_\_\_

**(B) Parent Involvement Costs**

Contract Term	Hourly Cost	Number of Hours (Estimate)	Total Cost
July 1, 2012 – June 30, 2013	\$ _____	25	\$ _____
July 1, 2013 – June 30, 2014	\$ _____	25	\$ _____
July 1, 2014 – June 30, 2015	\$ _____	25	\$ _____

**Parent Involvement Costs - Total (All years)**                      \$ \_\_\_\_\_

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**(C) Administrative Costs** – Administrative Costs cannot exceed more than 20% of each year’s line (A).

July 1, 2012 – June 30, 2013           \$ \_\_\_\_\_

July 1, 2013 – June 30, 2014           \$ \_\_\_\_\_

July 1, 2014 – June 30, 2015           \$ \_\_\_\_\_

**Administrative Costs - Total (All years)**                   \$ \_\_\_\_\_

**Overall Total (add sections totals A thru C)**           \$ \_\_\_\_\_  
***Basis of Cost Ranking***

- The number of students is an estimate for cost evaluation purposes only and is not a guarantee of the number of students to be served. The number of students will vary each year depending upon eligibility. The number of students listed above is an estimate that is based upon the previous years’ eligibility.
- The price per student shall be a fully-loaded price that includes all costs/expenses associated with Instructional costs. For the purposes of this contract, instructional costs are defined as: teacher salaries, including fringe benefits, and instructional materials, including items such as, books, workbooks, and supplies. **Firms shall submit a detailed line item budget for instructional cost.**
- **Firms shall submit a detailed line item budget for administrative cost.** For the purposes of this contract, administrative costs are defined as costs the Firm incurs to administer the program, including but not limited to salaries and fringe benefits of the Project Director, assistants, as needed, support staff, rent, and utilities, office equipment and supplies, postage and mailings, telephone, and travel.
- **Firms shall submit a detailed line item budget for parent involvement costs.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

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**APPENDIX III – REFERENCES**  
(To be submitted with Technical Proposal)

**Client Name:**  
**Address:**  
**Services Provided:**  
**Date(s)of services:**  
**Contact Name & Title:**  
**Phone No:**  
**Email Address:**

**Client Name:**  
**Address:**  
**Services Provided:**  
**Date(s)of services:**  
**Contact Name & Title:**  
**Phone No:**  
**Email Address:**

**Client Name:**  
**Address:**  
**Services Provided:**  
**Date(s)of services:**  
**Contact Name & Title:**  
**Phone No:**  
**Email Address:**

**Client Name:**  
**Address:**  
**Services Provided:**  
**Date(s)of services:**  
**Contact Name & Title:**  
**Phone No:**  
**Email Address:**

**APPENDIX IV – NON COLLUSION CERTIFICATE**  
(To be submitted with Technical Proposal)

I HEREBY CERTIFY that I am the \_\_\_\_\_ and duly authorized  
representative of \_\_\_\_\_ whose address is  
\_\_\_\_\_ and

THAT NEITHER I nor, to the best of my knowledge, information, and belief, the above firm nor any of its  
other representatives I here represent:

- A. Have agreed, conspired, connived or colluded to produce a deceptive show of competition in the  
compilation of the bid or offer being submitted herewith;
- B. Have in any manner, directly or indirectly, entered into any agreement, participated in any  
collusion to fix the bid price or the price proposal of the bidder or offeror herein or any competitor,  
or otherwise taken any action in restraint of free competitive bidding in connection with the  
Contract for which the within bid or offer is submitted.

In making this affidavit, I represent that I have personal knowledge of the matters and facts herein stated.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Date

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**RFP # 12-SCZ-007 APPENDIX V (TO BE SUBMITTED WITH THE TECHNICAL PROPOSAL)**

**HARFORD COUNTY PUBLIC SCHOOLS**

Robert Tomback, Superintendent

102 S. Hickory Ave, Bel Air, Maryland 21014

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

**ANTI-BRIBERY AFFIDAVIT**

I HEREBY CERTIFY that:

1. I am the \_\_\_\_\_ and the duly authorized representative of the firm \_\_\_\_\_, whose address is \_\_\_\_\_ and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.
2. Except as described in paragraph 3 below, neither I, nor to the best of my knowledge, the above firm, nor any of its officers, directors or partners, or any of its employees directly involved in obtaining contracts with the state or any county, bi-county, or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions committed after July 1, 1977, which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any state or federal government.
3. (State "none" or, as appropriate, list any conviction, plea, or admission described in paragraph 2 above, with the date; court, official, or administrative body; and the sentence or disposition, if any. \_\_\_\_\_)

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

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**APPENDIX VI**

**CONTRACT AGREEMENT  
BETWEEN  
THE BOARD OF EDUCATION OF HARFORD COUNTY  
AND  
THIRD PARTY CONTRACTOR**

This agreement is entered into to specify the terms and conditions under which The Board of Education of Harford County, also known as Harford County Public Schools, sometimes referred to as HCPS or the Board, and third party provider – \_\_\_\_\_ will cooperate under the Title I, Part A Grant awarded to HCPS. THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2012 by and between THE BOARD OF EDUCATION OF HARFORD COUNTY, hereinafter referred to as the "BOARD", and \_\_\_\_\_ hereinafter referred to as "CONTRACTOR".

The terms of this Agreement are intended to set forth the obligations of for CONTRACTOR working under Federal Title I mandates and requirements in the performance of this project.

This contract may be modified in the event of the reauthorization of ESEA during the performance period of the contract in the event the reauthorization results in changes in the ESEA which are material to this agreement.

**I. STATEMENT OF AGREEMENT**

**A. AGREEMENT DOCUMENTS.**

This agreement consists of the following documents:

1. Contract Agreement
2. Statement of Work (Exhibit II)
3. FY 2011 Fees and Payment Table (Exhibit III)
4. Affirmation of Consultation (Exhibit IV)
5. Complaint Procedures (Exhibit V)
6. Delivery of Service Calendar (Exhibit VI)

**B. SCOPE OF WORK.** The CONTRACTOR agrees to perform services as set forth in this agreement herein including all exhibits hereto. The CONTRACTOR shall outline technical descriptions of the Title I services it will provide in sufficient detail to enable the Board to determine that the Title I statutory and regulatory requirements will be met as required by Section 9306. In addition, CONTRACTOR must ensure that all contract requirements outlined therein are followed to ensure compliance with procurement rules as described in EDGAR, Section 80.36. CONTRACTOR shall furnish efficient business administration and shall use its best efforts to insure that such services being performed under this Agreement are completed in the best way and in the most expeditious and economical manner consistent with the BOARD'S best interests. CONTRACTOR shall provide all the necessary personnel and facilities to conduct the work of this agreement.

KEY PERSONNEL -The following person is considered to be essential to the work performed hereunder: \_\_\_\_\_

In the event that the Key Person becomes unable or unwilling to continue the project, CONTRACTOR shall notify HCPS in writing to propose an individual to replace such Key

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Person. Any replacement of a Key Person must be approved, in writing, by the Title I Department. In the event a mutually acceptable replacement is not available, HCPS shall have the option to terminate the project.

- C. CONTRACTOR. CONTRACTOR shall not subcontract for any of the services to be performed under this Agreement without the prior written consent of HCPS.
- D. EQUIPMENT. In accordance with the funding agency requirements, HCPS will be accountable for and hold title to all equipment purchased under this Agreement and will be responsible for employing it for the overall purpose of the project. CONTRACTOR agrees to maintain sufficient records to enable HCPS to fulfill its accountability to the Funding Agency. All materials and equipment purchased with Title I funds must remain under the control and ownership of the Title I Department and Harford County Public Schools (HCPS). HCPS will maintain control over equipment through a compliant inventory management system - Sec. 80.83 (c) of EDGAR. Elements of a complaint management system include:
1. Property records (description, serial number or other ID, title information, acquisition date, cost, percent of Federal participation, location, use and condition, and ultimate disposition)
  2. Control system to prevent loss, damage, theft (all must be investigated)
  3. Physical inventories (at least every two years)
  4. Adequate maintenance of equipment
  5. Disposition of equipment
- E. RIGHT TO AUDIT. The CONTRACTOR agrees that the work and records covered by this Agreement will be subject to review, at any time, by representatives of the BOARD. The CONTRACTOR agrees to comply with the requirements of OMB Circular A-133 as appropriate. The CONTRACTOR agrees to provide HCPS with copies of any of the independent auditors' reports presenting instances of noncompliance with federal laws and regulations that directly affect the performance or administration of this agreement. In cases of noncompliance CONTRACTOR will provide copies of responses to audit reports and plan for corrective action. The CONTRACTOR shall be responsible for any audit exceptions that may occur. HCPS, and any of their duly authorized representatives, shall have access to all records for audit purposes.
- F. EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Agreement, the CONTRACTOR agrees that he will comply with all applicable federal, state and local laws relating to discrimination in employment.
- G. INDEMNIFICATION. The CONTRACTOR agrees to indemnify and hold harmless the BOARD against any liability, claim, demand for personal injury or property damage, and other expenses or losses suffered or arising out of or caused by any negligent act or omission of the CONTRACTOR, servants, agents or employees incurred in the performance of the Agreement.
- H. PERIOD OF PERFORMANCE. This agreement shall begin on \_\_\_\_/\_\_\_\_/\_\_\_\_ and shall not extend beyond \_\_\_\_/\_\_\_\_/\_\_\_\_ unless the period is extended by modification of this Agreement. The CONTRACTOR acknowledges that time is of the essence in providing the services under this Agreement and agrees to assign adequate personnel sufficient to complete the required service. This agreement shall begin on the date it is signed by all parties and shall continue through \_\_\_\_/\_\_\_\_/\_\_\_\_.

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- I. TERMINATION FOR CONVENIENCE. The BOARD may terminate this Agreement for convenience by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. If the Agreement is terminated by the BOARD as provided in this Section the CONTRACTOR will be paid on a pro-rata basis for work performed.
- J. TERMINATION FOR CAUSE. If through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner his obligation under this Agreement, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this Agreement, the BOARD shall thereupon have the right to terminate this Agreement by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. If the Agreement is terminated by the BOARD as provided in this Section the CONTRACTOR will be paid an amount based on the number of hours actually worked at the hourly rates set forth herein, or if no hourly rate is set forth, CONTRACTOR shall be paid on a pro-rata basis for work performed. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the BOARD for damages sustained by the BOARD by virtue of any breach of the Agreement by the CONTRACTOR, and the BOARD may withhold any payments due the CONTRACTOR up to the full amount of the CONTRACTOR fee, until such a time as the exact amount of damages due the BOARD from the CONTRACTOR is determined by any Court of Competent Jurisdiction.
- K. MODIFICATIONS. Modifications to this Agreement may be made only in writing signed by authorized representatives by both parties.
- L. COMPLIANCE WITH LAWS. The CONTRACTOR provider will comply with all statutory and regulatory requirements under Title I, Part A. CONTRACTOR providers must meet all applicable federal, state, and local health, safety, and civil rights laws. The CONTRACTOR shall observe and comply with federal, state, county and local laws, ordinances and regulations that affect the work to be done herein, and shall indemnify and hold the BOARD harmless, and all of its officers, agents and servants against any claim or liability from or based on the violation of any such law, ordinance or regulation, whether by the CONTRACTOR or the CONTRACTOR agent. Notwithstanding the foregoing, in the event that the CONTRACTOR determines that a conflict exists between any applicable law, ordinance and/or regulation, the CONTRACTOR will so advise the BOARD and the BOARD shall decide which law, ordinance and/or regulation shall be followed.
- M. ASSIGNMENT. The CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written approval of the BOARD.
- N. INSURANCE. The CONTRACTOR shall carry workers' compensation insurance as prescribed by law which shall insure to the benefit of CONTRACTOR' s personnel, as well as comprehensive general liability and employee fidelity bond insurance in such amounts as the Board deems appropriate and shall provide to the BOARD a certificate evidencing the same.
- O. CONFLICTS OF INTEREST. The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required to be performed under this Agreement. The CONTRACTOR further covenants that in the performance of this

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Agreement no person having any such interest shall be employed.

- P. GOVERNING LAW. This agreement is executed in the State of Maryland and shall be governed by Maryland law. The CONTRACTOR, by execution of this Agreement, consents to the jurisdiction of the Maryland state courts with respect to any dispute arising out of this agreement and further consents to venue in Harford County, Maryland.
- Q. SUCCESSORS AND ASSIGNS. This Agreement shall be binding and inure to the benefit of all successors and assigns of the parties hereto. Notwithstanding the foregoing, the CONTRACTOR shall not assign any right or obligation under this Agreement without the BOARD'S express written consent, which may be withheld in the BOARD'S sole and absolute discretion.
- R. INDEPENDENT CONTRACTOR. The CONTRACTOR shall perform this Agreement as an independent CONTRACTOR and shall not be considered an agent of the BOARD, nor shall any of the CONTRACTOR's employees or agents be subagents of the BOARD.
- S. PAYMENT AND CONSIDERATION TERMS. The costs associated with this contract shall be expended in accordance with the budget as provided in the FY2011 Fees and Payment Table for Services to HCPS Title I Private School Students (Exhibit III). This is a cost-reimbursement type Subcontract Agreement. Serially numbered monthly invoices from CONTRACTOR shall be sent to the Title I Office for Harford County Public Schools, 102 South Hickory Street, Bel Air, MD 21014. Payment will be made monthly for services performed. The invoices shall contain sufficient detail, by line item budgeted, to enable review and approve them. Invoices that are for more than one type of service, for example, for services for private school students as well as parental involvement activities for their parents must break out the charges for instruction and parental involvement. HCPS has the authority under the GEPA to require documentation from the third party provider to support requested expenditures. Compensation shall be made by the BOARD to the CONTRACTOR. Payments shall be made upon receipt of proper invoices. Payment terms are net thirty (30) days after receipt of invoice.
- T. INVOICING. Invoices for payment shall include a complete description of the services rendered and date of services. Invoices submitted by third party providers must list on their invoice expenditures the instructional activities and administrative costs incurred. Within each category, the CONTRACTOR must provide details such as: name and salary of each teacher, the instructional materials purchased, specific administrative costs, and fees. All invoices shall be submitted to the Title I Department for Harford County Public Schools by the 15<sup>th</sup> day of each month of service. All invoices shall be submitted to the Title I Office for Harford County Public Schools.
- U. ENTIRE AGREEMENT. This agreement, including the exhibits attached hereto, constitutes the entire agreement between the BOARD and the CONTRACTOR, and the parties shall not be bound by any prior negotiation, representations or promises, not contained herein.
- V. REPORTING REQUIREMENTS. CONTRACTOR shall render to HCPS technical progress reports and a final technical report on work performed under this Agreement as required by HCPS.

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W. DEBARMENT SUSPENSION. CONTRACTOR hereby represents and certifies that neither it nor its principals is:

1. presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency;
2. have within a 3-year period preceding this subcontract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. are presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in (b) above; and
4. have within a 3-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause of default.

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IN WITNESS WHEREOF, the parties have set their hands and seals hereto on the date written above.

**Harford County Public Schools**

\_\_\_\_\_  
Robert Tomback, PhD, Superintendent  
of Schools, Harford County Public  
Schools

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date