

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

**BID ANNOUNCEMENT**

BID TITLE: ***Athletic Sports Referee Officials Services for Girls Soccer and Boys Soccer***

BID NUMBER: 19-BWR-027

BID OPENING DATE AND TIME: May 23, 2019, 2:30 pm local time

PLACE OF BID OPENING /  
BID MAILING ADDRESS: Purchasing Office  
Harford County Public Schools  
Administration Building, 3<sup>rd</sup> Floor  
102 South Hickory Avenue  
Bel Air, Maryland 21014

PURCHASING AGENT: Bobbie Wilkerson, CPPO, CPPB  
410-638-4083  
[Bobbie.TolstonWilkerson@hcps.org](mailto:Bobbie.TolstonWilkerson@hcps.org)

QUESTIONS DUE DATE AND TIME: Questions must be emailed to [Sherry.Ramsey@hcps.org](mailto:Sherry.Ramsey@hcps.org)  
no later than 2:30 pm on May 14, 2019.

BONDING: Bonds Are Not Required.

MBE DOCUMENTS: MBE Documents Are Not Required.

TIMELY DELIVERY OF BID  
DOCUMENTS: Bids must be received in the Purchasing Office before the bid opening.  
Bidders are reminded that not all special delivery carriers guarantee delivery  
to 102 S. Hickory Avenue, Bel Air, MD 21014 prior to 2:30 pm.  
  
Bids should be sealed and labeled in an envelope with the bid number, bid  
title and directed to the Purchasing Office – 3<sup>rd</sup> Floor.

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

Bidders may obtain the Solicitation Documents by downloading the information at our website:  
[www.hcps.org/departments/BusinessServices/purchasing.aspx](http://www.hcps.org/departments/BusinessServices/purchasing.aspx). Bidders shall continue to check the HCPS  
website for possible addenda to the bid(s) prior to the bid opening date.

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

Nondiscrimination Statement

The Harford County Public School System (HCPS) does not discriminate on the basis of race, color, sex, age, national origin, religion, sexual orientation, gender identity, marital status, genetic information, disability, or any other basis prohibited by law with regard to employment or conditions of employment, or participation in or access to its programs, activities or services. Inquiries related to the non-discrimination policy of the Board of Education of Harford County should be directed to the Supervisor of Equity and Cultural Proficiency at 410-809-6065.

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

**SPECIFICATIONS**

**#19-BWR-027**  
***Athletic Sports Referee Officials Services***  
***For Girls Soccer and Boys Soccer***

1. **GENERAL CONDITIONS**

- 1.1 These specifications in addition to and/or in place of similar paragraphs in the Board of Education of Harford County (hereafter referred to as Harford County Public Schools or HCPS), Instruction to Bidders, are intended to establish a contract for Athletic Sports Referee Officials Services for Girls Soccer and Boys Soccer for all ten (10) High Schools within Harford County Public Schools (HCPS).
- 1.2 It is the intent of this specification to provide the Prospective Bidder(s) with complete information relative to the total performance of any resultant contract. Bidders are obligated to read and understand all parts of this request for qualification and to obtain clarification of any part not thoroughly understood.
- 1.3 This contract will be coordinated through the Athletic Department.

2. **SPECIFIC CONDITIONS**

- 2.1 It is the sole responsibility of the Bidder to call to the attention of any discrepancies in specifications to Sherry Ramsey at [Sherry.Ramsey@hcps.org](mailto:Sherry.Ramsey@hcps.org), **IN WRITING**, at least **FIVE (5)** working days **PRIOR TO THE OPENING OF THE BID**. Any errors, omissions or incompatibilities noted after the bid opening shall be the Bidder's responsibility and shall in no way release them from performing all work in accordance with good practices and in accordance with the true meaning and intent of the Scope of Work and the Specifications for this project.
- 2.2 Harford County Public Schools may make such investigation as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to Harford County Public Schools all such information and data for this purpose as Harford County Public Schools may request. Harford County Public Schools reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy Harford County Public Schools that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Unsatisfactory past performance with HCPS may be grounds for rejection of proposal.
- 2.3 The Consultant shall give their personal attention to the performance of the Contract, shall keep the same under their own control and shall not assign by power of attorney, or otherwise sublet the work or any part thereof, without the previous written consent of Harford County Public Schools.
- 2.4 No proposal will be considered from any person, firm or corporation who has defaulted in the performance of any contract or agreement made with Harford County Public Schools, or conclusively shown to have failed to perform satisfactorily such contract or agreement. The Successful Bidder(s) shall give their personal attention to the faithful fulfilling of this contract. All sub-contractors must be approved by Harford County Public Schools prior to award.
- 2.5 Harford County Public Schools reserves the right to annul any contract, if in its opinion, there shall be failure at any time to perform faithfully any of its stipulations or in case of willful attempt to impose upon HCPS materials inferior to that required by the Contract and any action taken by HCPS in pursuance of this latter stipulation shall not affect or impair any right to claim of HCPS to damages for the breach of the covenant of the Contract by the Consultant.

3. **PREPARATION OF BID**

- 3.1 All pricing must be submitted on the Bid Form.
- 3.2 Due to possible changes and/or additions to the solicitation package, HCPS requests that bidders delay submission of their bid package until after the date that questions are due to allow time for the possible issuance of an addendum. All changes will be processed through appropriate addenda.
- 3.3 The proposal will include the following form(s) completed:
  - 3.1.1 ANTI-BRIBERY AFFIDAVIT
  - 3.1.2 DEBARMENT AFFIDAVIT
  - 3.1.3 BID FORM
  - 3.1.4 ANY ADDENDA(S) ISSUED

4. **AWARD**

- 4.1 It is the intent of HCPS to award to the lowest responsive and responsible bidder(s) meeting the specifications. HCPS reserves the right to award in aggregate, item-by-item, group by group, in full or in part, make multiple awards, partial awards, to increase or decrease quantities where quantities are shown and may reject any bid in which indicates any omission, contains alternation of form or additions, or imposes conditions or offers alternate items and may make any award which is deemed in the best interest of HCPS or to make no award at all at its sole discretion.
- 4.2 Conditional or unbalanced proposals will not be accepted and will be deemed non-responsive.
- 4.3 While pricing will be given primary consideration in evaluation of all proposals meeting specifications, successful bidder(s) must be able to document their ability to service an account of this size and, also, be able to guarantee provision of materials and service as required.
- 4.4 HCPS reserves the right to utilize the services of the next most favorably priced responsive and responsible bidder, if for any reason the preceding Awarded Bidder is unable to fulfill their contractual obligations.
- 4.5 If a vendor has not successfully performed a contract with HCPS in the past, it may deem them non-responsive.
- 4.6 Submission of a proposal, in response to this solicitation, shall mean that the Bidder can perform all services "as specified".
- 4.7 Harford County Public Schools reserves the right to accept or reject any or all bids and to waive any informalities in bids received.
- 4.8 HCPS reserves the right to make an award with or without negotiations or to request best and final offers or to make award with or without further review.

5. **PRICING AND RATE ADJUSTMENTS**

- 5.1 All prices offered herein shall be fixed for the first twelve (12) months of the initial contract term. It shall be the awarded bidder's responsibility to notify the appropriate purchasing agent at least one hundred twenty (120) days in advance of any price increase request.

Prices shall be negotiated on an annual basis from contract start date, but any price increase may not exceed the Consumer Price Index (CPI-U) for all Urban Consumers (CPI-U) for all items for the previous April 1 through March 31 timeframe.

Any price decreases will be deducted from the contract price by HCPS in accordance with the (CPI-U).

HCPS reserves the right to accept or reject the price increase request. If the price increase is approved, the new pricing will remain firm for the entire twelve (12) month period. Adjustments in price shall be limited to one (1) adjustment per twelve (12) months. If the request is accepted a contract amendment will be issued.

## 6. **TERM OF AGREEMENT**

- 6.1 The initial term of the Contract shall be for two (2) years and shall begin on or about August 1, 2019 and end July 31, 2021. Prices must remain firm for the first twelve (12) months of the Contract.
- 6.2 Harford County Public Schools reserves the option to renew this contract for two (2) additional, two (2) year periods based on mutual agreement.
- 6.3 Written notice indicating HCPS' intention to pursue the extension of the contract will be issued to the successful bidder(s) 60 days prior to the expiration of the original contract.

## 7. **BILLING, INVOICING, AND PAYMENT**

- 7.1 Harford County Public Schools', unless otherwise instructed, preferred method of payment is by hard check. Invoices must be submitted to the Athletics Department, Harford County Public Schools, Attn: Supervisor of Physical Education and Health – High Schools, 102 S. Hickory Avenue, Bel Air, MD 21014 referencing the contract number.
- 7.2 The Awarded Bidder(s) shall submit an original invoice for each game officiated on a monthly basis. Invoices shall contain a detailed listing with the following information: game date, sport and home team and opponent game officiated with the per official fee as stated on the Bid Form, extended with total price and total dollar amount due.
- 7.3 Invoices for services rendered for the previous month must be submitted on or before the 10<sup>th</sup> of the following month.

## 8. **CONFLICT OF INTEREST**

- 8.1 No employee of Harford County Public Schools shall engage in or have a financial interest in any contract that conflicts or raises a reasonable question of conflict with their duties and responsibilities. Further, Harford County Public Schools may, by written notice of default to the supplier, terminate in whole or in part the Contract if a determination is made that obtaining the Contract was influenced by an employee of Harford County Public Schools having received a gratuity, or promise thereof, in any way or form.
- 8.2 Bidders must complete the “**Anti-Bribery Affidavit**” and the “**Certification regarding U.S. Government Debarment Suspension, Ineligibility and Voluntary Exclusions**” forms which are in front of the bid pages and must attach them with the completed bid forms. Failure to complete these forms and submit them with the completed bid forms may result in rejection of the entire bid proposal.

## 9. **SCOPE OF WORK**

This solicitation and the specifications that follow are being offered to qualify and select a consultant to provide officiating services for HCPS Varsity and Junior varsity boys and girls soccer. The awarded Bidder shall provide

the mandatory number of officials per game listed for each sport below. The requirements and qualifications outlined herein are intended as an aid to acquaint Bidders with what is required to execute the services on this contract. These specifications will serve as the source document for services for the Contract.

10. **CONSULTANT QUALIFICATIONS**

- 10.1 Consultant will have a minimum of three years' experience providing Athletic Referee Officials Services in a public-school system environment similar to HCPS and the sport category that they are bidding on.
- 10.2 Consultant will have and maintain properly trained and certified officials to officiate at all home and regular season and playoff sporting events. Consultant will utilize/assign only those officials who are certified and registered with the Maryland Public Secondary Schools Athletic Association (MPSSAA) to officiate HCPS regular season and postseason, as assigned, athletic contests. This will assure that all Consultants who officiate HCPS contests are members of the National Federation of Interscholastic Officials Association (NFIOA) and therefore are insured under the National Federation of High School (NFHS) insurance programs. A copy of an official's certification shall be available for review by Harford County Board of Education immediately upon request.

11. **CONSULTANT RESPONSIBILITIES**

- 11.1 It will be the responsibility of the Consultant to coordinate specific Referee Officials needs with the school system's Contract manager.
- 11.2 The seasonal game schedule for boys and girls soccer will be provided by the Supervisor of Athletics to the Consultant.
- 11.3 Consultants will furnish officials for all schools included in the schedule submitted by HCPS.
- 11.4 Consultants will refer to the current HCPS Administrative Regulations and Procedures for Interscholastic Athletics handbook located at [www.hcps.org](http://www.hcps.org) and inform Athletic Directors of any modified rules or pertinent game procedures.
- 11.5 Consultants will provide the following number of officials per game:

<b>SPORT</b>	<b># OF OFFICIALS - VARSITY</b>	<b># OF OFFICIALS – JUNIOR VARSITY</b>
GIRLS SOCCER	2 officials: option for 3	2 officials
BOYS SOCCER	2 officials: option for 3	2 officials

- 11.6 Consultants will furnish officials for rescheduled games, provided notice of the change to the game is given to the Association 12 hours prior to game time.
- 11.7 Consultants will honor requests from the Supervisor of Athletics that a specific official not be assigned to all or part of the HCPS schedule, if they do not meet the performance measurements as outlined in the consultant qualifications section. Upon request, the Supervisor of Athletics will substantiate his/her reasoning.
- 11.8 Consultant will abide by and enforce the rules of the game and such special regulations promulgated by HCPS which fall within the official's sphere of jurisdiction.
- 11.9 Consultants will contact the Supervisor of Athletics in writing, within 24 hours, if a player or coach is ejected from contest.
- 11.10 Consultants will fully promote good sportsmanship by immediately and vigorously handling infractions as prescribed by the rules book.

- 11.11 Consultants shall report to assigned games/meets/matches on time and properly attired. They shall possess extensive knowledge of the rules of the sport being officiated and timely report any incidents, in accordance with item 11.9 above. In addition, they shall conduct themselves in a professional manner appropriate for an educational setting.
- 11.12 Consultant will assist in providing a state rules interpreter to the seasonal coaches meeting which will be scheduled prior to the start of the season.
- 11.13 Consultant will agree to a \$5.00 processing fee for each check/transaction to each official being remunerated for services. This only applies if HCPS is required to provide checks to individual officials.
- 11.14 Consultant will have the ability to schedule different officials for a JV/Varsity doubleheader.

12. **USE OF FACILITIES**

HCPS will allow Consultant to hold in/on its facilities, ten (10) meetings per sport per school year at no charge. The meetings must relate to HCPS contests for soccer and be held prior to and periodically during the soccer season. Should the meetings per sport exceed the allowed amount, Consultant will be responsible for paying the designated fee for use of public facilities. Any meetings outside of those listed will need to follow Use of Facilities procedures. The amounts and procedures can be located on the HCPS website [www.hcps.org](http://www.hcps.org).

13. **HCPS RESPONSIBILITIES**

- 13.1 Two weeks prior to the season, provide the assigner with a current schedule of all regular HCPS season games directly or through each school's Athletic Director. Any changes in schedules will be authorized by the Supervisor of Athletics, and the assigner will be informed as soon as possible.
- 13.2 Approve any and all changes to the schedule submitted to the assigner. This does not include postponed or rescheduled contests.
- 13.3 Instruct Athletic Directors to notify the assigner by 12 PM of game day for cancellation of the game. (Athletic Directors will reschedule games that are postponed due to inclement weather). There will be no requirement to pay the officials if the games are cancelled within that time frame. If the game is cancelled after that time, the assigner shall make a good faith effort to notify the officials of the cancellation of the game. Any official who shows up, if the game is cancelled after the stated time, will receive a cancellation fee of ten dollars (\$10.00). If the official shows up to the site without being notified, a full JV/Varsity game fee will be paid. Once a game is started, if it is suspended for any reason, the officials shall receive a full game fee. If a suspended game is continued at a later date, officials will receive a full game fee for the suspended and rescheduled game.
- 13.4 Communicate with the assigner throughout the season as the need arises and at the end of the season for evaluation and suggestions for the next season.
- 13.5 Furnish the president or assigner of the Association with a copy of the rules when they differ from the National Federation of State High School Associations.
- 13.6 Provide the assigner with the MPSSAA regional playoff game schedule as soon as possible and will keep in contact as needed once playoffs begin.
- 13.7 Facilitate the necessary access to schools for the purposes of performing upon this contract.
- 13.8 Collaborate with the assigner/president of the Association to identify games in soccer that need a three-man officiating crew.

14. **EXPERIENCE REFERENCE FORM**

14.1 Complete the enclosed Experience Reference Form for three (3) recent contracts, within the past three years, which demonstrate your organization's experience with providing Referee Officials Services in the sport category in which you are proposing to provide to HCPS.

14.1.1 A total of (3) Experience/Reference forms must be provided for each sport category (i.e., Soccer (boys/girls) varsity, etc.) that your organization is submitting to provide service.

**NOTE:** Experience noted must demonstrate the Bidder's knowledge and ability to perform similar service to HCPS in the sport category(s) in which you are proposing to provide services to HCPS.

14.1.2 The references listed on the Consultant's "Experience/Reference Form" will be checked by HCPS. All references must include a contact person and telephone number who can comment on your organization's ability to provide the service and their impression of how well your organization fulfilled its obligations under the contract. It is imperative that contact names and phone numbers listed be accurate.

14.1.3 The HCPS reserves the right to check other sources available and ask for additional references. The references provided will be held in the strictest of confidence.

15. **PROCUREMENT ADMINISTRATOR**

Sherry Ramsey, Procurement Specialist, will administer the solicitation process. The Procurement Administrator will be the sole point of contact for purposes of this bid. Questions and inquiries should be e-mailed to the Procurement Administrator: Sherry Ramsey, at [Sherry.Ramsey@hcps.org](mailto:Sherry.Ramsey@hcps.org).

All questions must be e-mailed, and received no later than 2:30 pm local time, May 14, 2019. Questions will not be accepted by phone.

Questions that are deemed to be substantive in nature will be answered in writing, with both the question(s) and answer(s) being addressed in the form of an Addendum and posted on our website on or before May 16, 2019, at [www.hcps.org](http://www.hcps.org) as well as eMaryland Marketplace.



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

**GENERAL TERMS AND CONDITIONS  
Supplies and Equipment**

**Instruction to Bidders and Offerors**

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

**1.0 AN INVITATION TO BID/PROPOSAL SUBMISSION**

- 1.1 The Board of Education of Harford County hereinafter referred to as Harford County Public Schools or HCPS, invites all interested and qualified bidders to submit a bid. These specifications and requirements identified in the attached statement of work and detailed specification are intended to cover the procurement of supplies and/or equipment requested.
- 1.2 In accordance with State law and HCPS policies, solicitations shall be published a minimum of fourteen (14) calendar days in advance of due date for any bid having a potential award value of \$25,000 or more.
- 1.3 Unless otherwise indicated, HCPS shall receive sealed bids until the date and time indicated on bid or as modified by addenda. Bids must be delivered to HCPS, Purchasing Department, 102 South Hickory Ave., Third Floor, Room 310, Bel Air, Maryland 21014. Bids must be delivered in sealed envelopes and clearly marked on the outside: Name of Bidder, Due Date and Time, Solicitation/Bid Number and Solicitation Title. **Late bids will be rejected and returned unopened.**
- 1.4 Brand name and model numbers are offered as a reference for bidders as to the style, size, weight, and other characteristics of the item(s) in the Specifications. The use of such brand names should not be interpreted as the exclusive brand desired unless so stated. The determination of the acceptability and/or the criteria for acceptability of an alternate is solely the responsibility of HCPS.
- 1.5 The Bidder or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, circumstances, prerequisites, qualifications and/or specifications before submitting their bid. A bidder's failure to become fully informed is at the Bidder's sole and complete risk of loss. The Bidder shall have no right to any damages, cost and/or any other remedy at law or equity against HCPS for any miscalculation, misunderstanding, error (either omissions or commissions), mistake, misinterpretation, and/or the failure by the Bidder to obtain an award of bid, award of contract and/or profits, fees or money from HCPS when the Bidder failed to fully inform themselves. In the case of error in extension of prices in the Bid, the unit price shall govern or the entire bid may be declared non-responsive.
- 1.6 Where provision is made on the Bid Form for bidding items on an individual, group or aggregate basis, the award will be made on whichever basis is in the best interest of HCPS. When an aggregate bid is requested, the unit prices for each item shall be identified on the Bid Form for accounting purposes. The unit prices in an aggregate bid should be consistent with the total quoted price for an aggregate bid.
- 1.7 The product offered by the Bidder shall be new, not used, and the latest version unless otherwise requested by HCPS. Should a product be discontinued and/or upgraded during the course of the Contract, the Awarded Bidder shall offer to HCPS a new alternate product meeting and/or exceeding the established specifications, under the same terms, conditions and prices as the originally offered item.

**2.0 ORDER OF PRECEDENCE**

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

- Specifications
- Terms and Conditions
- General Provisions

### **3.0 BID PREPARATION, PROPOSAL SHEET, AND BID OPENING**

- 3.1 Bidder must submit one (1) original with original signatures of the Bid using HCPS bid forms. The Bidder should make and retain one (1) copy of the Bid for their files. Bids must be signed and submitted by an authorized representative of the Bidder. Each bidder may attach a letter of explanation to the Bid, if so desired, to provide an explanation of any detail(s) in the Bid.
- 3.2 Signed bids shall be returned in a sealed envelope. When the Bid is sent by mail, the sealed envelope shall be enclosed in a separate sealed mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof. HCPS shall not accept any facsimile transmission or electronic submission to HCPS purchasing agents, representatives or employees as meeting the requirement of the sealed bid. A facsimile or electronic document shall not be considered a valid response to the Bid solicitation.
- 3.3 Each bid must show the full business address, telephone number, fax number, email address, and federal tax identification number of the Bidder and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the Bid and Contract, including Letter of Intent, copy of Contract, and Purchase Order, will be mailed or delivered to the contact information shown on the Bid in the absence of written instructions from the Bidder to the contrary.
- 3.4 All bidders shall be required to complete the certificates and/or affidavits, and/or acknowledgements that are incorporated into the proposal pages of this specification. Such documents are required by Local, State or Federal funding agencies of HCPS as part of the bidding process. The documents may include but are not limited to: Anti-Bribery Affidavit, Debarment Certificate, Sales Tax Certification, Minority Bidder Status, and when applicable, Asbestos Free Certification and any others that may be required.
- 3.5 Bid Opening
  - 3.5.1 At the public opening of the Bid, the Bidder's names and their pricing will be read and recorded. All bids submitted by the required time will be accepted for further evaluation. Following complete evaluation of the Bids following opening, bids may be rejected due to major irregularities or omissions and will be rendered as non-responsive.
  - 3.5.2 Complete evaluations of the Bids will not take place at the bid opening and no indication of award will be made. HCPS reserves the right to review all responses and analyze the results of the procurement process. Any tabulation provided at this time is draft status only.
  - 3.5.3 A final recommendation(s) for contract award may be prepared for review and when required, approval by the Board of Education of Harford County.
  - 3.5.4 The Board of Education of Harford County must approve contract awards of \$100,000 or more. Formal contract award is contingent upon the required Board approval.
  - 3.5.5 Bidders may correct a minor irregularity and minor irregularities may be waived. A minor irregularity is one that is merely a matter of form and not of substance or pertains to an immaterial or inconsequential defect or variation in a bid, the correction or waiver of which would not be prejudicial to other bidders. When so noted, minor irregularities may be corrected within forty-eight (48) hours following notification. The Purchasing Supervisor will be the final determinate of what is a minor irregularity.
  - 3.5.6 HCPS also reserves the right to reject any or all bids and/or waive technical defects and minor irregularities at the discretion of the Supervisor of Purchasing, HCPS or designee if, in its judgment the interests of HCPS shall so require. Bids may be withdrawn before the scheduled time of opening. Withdrawal is not permitted after the scheduled time of opening.
  - 3.5.7 Any omissions, errors, conflicts, or discrepancies in this document shall be called to the attention of HCPS IN WRITING within five (5) working days prior to the bid opening.
  - 3.5.8 Omission of any specification or details of any specification which would normally apply to the supplies and/or equipment described herein, shall not relieve the Bidder from fulfilling those required

specifications needed to provide an end product or service best suited to the intended purpose of this contract as determined by the Supervisor of Purchasing.

- 3.6 At the time of the bid opening each bidder will be presumed to have read and to be thoroughly familiar with the specifications and related documents (including all Addenda). The failure or omission of any bidder to receive or examine any form, instrument, or document, shall in no way relieve them from any obligation in respect of its bid.

#### **4.0 AWARD OR REJECTION OF BIDS/PROPOSALS**

- 4.1 Bids will be awarded to the lowest responsive and responsible bidder whose bid meets the requirements and evaluation criteria set forth in the invitation for bid and is in the best interest of HCPS.
- 4.2 HCPS reserves the right to reject a bid of bidders pursuant to Section 5-112 of the Education Article of the Annotated Code of Maryland.
- 4.3 Bidder SHALL NOT offer more than one price on each item even though they may feel that they have two or more types or styles that will meet specifications. If Bidder submits more than one price per item specified, Bidder may be deemed non-responsive. Bidders are allowed to also offer incentives, discounts, and promotional pricing, however; if conditions are attached to pricing, the pricing may be rejected.
- 4.4 Each bidder cannot offer more than one (1) proposal.
- 4.5 HCPS also reserves the right to reject a bid of firms who have demonstrated performance deficiencies or who have previously failed to perform properly or complete on time other Board contracts.
- 4.6 HCPS reserves the right to reject any or all bids.
- 4.7 HCPS reserves the right to re-advertise for other bids for the identical requirement if it is in the best interest of HCPS.

#### **5.0 ANNULMENTS AND RESERVATIONS**

- 5.1 Conditional proposals will not be considered.
- 5.2 HCPS reserves the right to waive technical defects within submittals.
- 5.3 HCPS may conduct any necessary investigation to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to HCPS all such information and data requested. HCPS reserves the right to reject any proposal if the evidence submitted by the Bidder or investigation of such bidder fails to satisfy HCPS that such bidder is properly qualified to carry out the obligations of the Contract and to complete all stipulated requirements.
- 5.4 HCPS reserves the right to annul any contract, if in its opinion there shall be a failure, at any time, to perform faithfully any of its stipulations, or in case of any willful attempt to impose upon HCPS, materials, products and/or workmanship inferior to that required by the Awarded Bidder, and any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of HCPS to damages for the breach of any covenant of the Contract by the Awarded Bidder.
- 5.5 Unbalanced proposals will not be accepted.
- 5.6 HCPS shall have the right to reject any or all bids, reject a bid not accompanied by a required bid security or by other data required by the bidding documents, or reject a bid which is in any way incomplete or irregular.

#### **6.0 MULTI-AGENCY PROCUREMENT**

- 6.1 HCPS reserves the right to extend the terms and conditions of this solicitation to any and all other government agencies. All purchase and payment transactions will be made directly between the Contractor and the requesting public agency.
- 6.2 Each participating jurisdiction or agency shall enter into its own contract if necessary with the Awarded Bidder(s). HCPS assumes no obligation on behalf of any other entity.

**7.0 TIE BIDS**

In the event of tie bids, the award(s) shall be made as per the procedure specified in the Harford County Public Schools Purchasing Manual.

**8.0 WAIVER OF TECHNICALITIES**

Minor differences in the specifications or other minor technicalities may be waived at the discretion of the Supervisor of Purchasing

**9.0 BID PRICES**

- 9.1 All pricing must remain firm for sixty (60) days from date of bid opening unless otherwise specified.
- 9.2 Unit Prices must be rounded off to no more than two (2) decimal places, unless otherwise specified.
- 9.3 HCPS reserves the right to accept price reductions from the Awarded Bidder during the term of this contract.
- 9.4 HCPS will not accept any proposals with bidder escalator clauses, unless specifically stated in the solicitation specifications.

**10.0 CONTRACT**

The Bid 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 and HCPS.

**11.0 TAXES**

- 11.1 Materials, which are incorporated into work under formal or informal contracts, are not exempt from the Maryland State Sales or Use Tax. Awarded Bidders shall be responsible for paying such taxes when purchasing materials. HCPS tax-exempt certificates cannot be used by contract awardees.
- 11.2 No charge will be allowed for Federal, State or municipal sales and excise taxes from which HCPS is exempt. The price bid shall be net and shall not include any tax. Exemption certificates, if required, will be furnished on forms provided by the Bidder. HCPS is specifically exempt from retail sales tax under Maryland Certificate 3000120-1. Harford County Public Schools, Maryland is a political organization of the State of Maryland under the "Code of Maryland-Title 13A". The Internal Revenue Code Section 501 specifically exempts political organizations from Federal Income Tax. Harford County Public Schools, Maryland Federal Tax ID is #52-6000955.

**12.0 DELIVERIES**

- 12.1 All deliveries shall be accompanied by a delivery ticket or packing slip containing the following information for each item delivered: purchase order number, description/name of article, item number, quantity, and vendor name.
- 12.2 Failure to comply with the above may be sufficient reason for rejection of shipment.

**13.0 BILLING AND PAYMENT**

- 13.1 Each invoice shall list the purchase order number or contract number of HCPS and the items on the invoice shall be listed in the same order as on the purchase order. The original invoice shall be submitted to the Accounts Payable Office, 102 S. Hickory Avenue, Bel Air, Maryland 21014, unless otherwise specified.
- 13.2 Payment in full will only be made upon final acceptance of items as shown on Purchase Order. Partial payments may be paid if partial shipments have been made and received.
- 13.3 Standard HCPS payment terms are net thirty (30) days.

- 13.4 HCPS will not pay freight bills, unless stated otherwise. Delivery shall be F.O.B., to the destination(s) as noted on Purchase Order.

**14.0 GOVERNING LAW AND DISPUTE RESOLUTION**

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

**15.0 ADDENDA**

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

**16.0 RIGHT OF SELECTION**

HCPS reserves the right to accept this bid by items or as a whole or lump sums. HCPS also reserves the right to increase or decrease the estimated quantities. HCPS reserves the right to reject any and all bids which comply with these specifications or to accept a higher bid which complies, provided that, in the judgment of HCPS the bid offered under the higher bid is in the best interest of HCPS and the additional price can be justified.

**17.0 DISSEMINATION OF INFORMATION**

This section intentionally omitted.

**18.0 INSURANCE**

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

**19.0 TERMINATIONS FOR CAUSE OR CONVENIENCE**

- 19.1 HCPS reserves the right to terminate any contract, if in its opinion there shall be a failure at any time to perform faithfully any of its stipulations, or in case of any willful attempt to impose upon HCPS, materials, products and/or workmanship inferior to that required by the Awarded Bidder, and any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of HCPS to damages for the breach of any covenant of the Contract by the Awarded Bidder.
- 19.2 Any cost and/or expense incurred under this section above shall be deducted from and paid by the Board of Education of Harford County out of such monies as may be due or become due to the Contract, if the same had been completed by the Contractor, it or its surety shall pay the amount of any excess to the Board of Education of Harford County.

19.3 The performance of work under this contract may be terminated for convenience by the Board of Education of Harford County in accordance with this clause in whole or part, whenever the Supervisor of Purchasing shall determine that such termination is in the best interest of HCPS. Any such termination shall be effected by mailing to the Contractor a Notice of Termination specifying the extent to and conditions under which performance of work under the Contract is terminated and the date upon which such termination becomes effective. Upon termination of this contract in accordance with this section, the Contractor may be entitled to an equitable adjustment.

## **20.0 DRUG, TOBACCO, AND ALCOHOL**

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

## **21.0 PROTEST AND APPEAL PROCESS**

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

## **22.0 NONDISCRIMINATION**

22.1 The Contractor shall comply with all Federal and State anti-discrimination laws in the performance of this contract.

22.2 The Harford County Public School System (HCPS) does not discriminate on the basis of race, color, sex, age, national origin, religion, sexual orientation, gender identity, marital status, genetic information, disability, or any other basis prohibited by law with regard to employment or conditions of employment, or participation in or access to its programs, activities or services. Inquiries related to the non-discrimination policy of the Board of Education of Harford County should be directed to the Supervisor of Equity and Cultural Proficiency at 410-809-6065.

22.3 The Awarded Bidder shall furnish, if requested by HCPS, a compliance report concerning their employment practices and policies in order for HCPS to ascertain compliance with the special provisions of this contract concerning discrimination in employment.

22.4 In the event the Awarded Bidder is deemed noncompliant with the nondiscrimination clause of this contract, this contract may be canceled, terminated or suspended in whole or in part and the Awarded Bidder may be declared ineligible for further/future HCPS' work.

## **23.0 NON-HIRING OF EMPLOYEES BY AWARDED BIDDER OR HCPS**

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

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

## **24.0 FINANCIAL DISCLOSURE**

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

**25.0 POLITICAL CONTRIBUTION DISCLOSURE**

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

**26.0 RETENTION OF RECORDS**

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

**27.0 LANGUAGE/GENDER**

- 27.1 Bidder, proposer, offeror, vendor and contractor all have the same meaning and may be used interchangeably.
- 27.2 The Board of Education of Harford County is also referred to as HCPS, Harford County Public Schools, and Board of Education which may be used interchangeably.
- 27.3 Bid, proposal and offer all have the same meaning and can be used interchangeably.

**28.0 COMPLIANCE WITH THE LAW**

The Bidder hereby represents and warrants:

- 28.1 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.
- 28.2 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.
- 28.3 That it shall procure, at its expense, all licenses, permits, insurance and governmental approval, if any are necessary to the performance of its obligations under this agreement.

**29.0 SAFETY AND CODE REQUIREMENTS**

- 29.1 Contractor shall comply with all Federal, State, and Local laws, ordinances and regulations pertaining to work under their charge and these shall be construed as the minimum requirements of these specifications.
- 29.2 The Contractor shall provide all equipment and machinery furnished and delivered to HCPS complying with the safety regulations as required by OSHA and the Maryland State Safety Health Act known as MOSHA meeting the CFR-1910 MOSHA Standard.
- 29.3 Safety Data Sheets (SDS) shall be submitted for all supplies, materials, equipment or any other substances furnished and/or installed under this proposal in accordance with the OSHA Hazardous Communication Standard 29 CFR 1910.101, 29 CFR 1910.1200 and 20 CFR 1926.58 or any other applicable State, Federal or Local regulation. The Contractor, when required, must submit SDS sheets to each school or facility that receives any such supplies, materials, equipment or any other substances furnished and/or installed by the Contractor.

**30.0 CONTRACTOR'S OBLIGATION**

- 30.1 The Awarded Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications, as decided by HCPS, and as described herein. Deviations, exceptions, alternates, etc., may render the bid as non-responsive.
- 30.2 The Awarded Bidder, after award and prior to starting work, may be required to submit working drawings or detailed descriptive data identified as acceptable to HCPS, which provide sufficient data to enable HCPS to judge the Awarded Bidder's compliance with the specifications.

- 30.3 In case of any apparent conflict between the specifications and such laws, ordinances, etc., the Awarded Bidder shall call the attention of the applicable HCPS designee(s) to such conflict for a decision before proceeding with any work.
- 30.4 Any deviation(s) from the specifications or scope of work must be clearly noted in detail by the Bidder, in writing, at the time of submittal of the formal bid. The absence of a written list of deviation(s) at the time of submittal will hold the Bidder accountable to HCPS to the specifications or scope of work as written by HCPS. Any deviation(s) from the specifications or statement of work without prior documented approval will be grounds for rejection of any material, equipment, and/or services when delivered and/or performed.
- 30.5 The Awarded Bidder shall and will, in good professional manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the provisions of this contract and said specifications and in accordance with the plans and drawings covered by this contract and any and all supplemental plans and drawings, and in accordance with the directions of the Board of Education as given from time to time during the progress of the work. The Contractor shall observe, comply with and be subject to all terms conditions, requirements and limitations of the Contract and Specifications and shall do, carry on and complete the entire work to the complete satisfaction of the Board of Education.
- 30.6 Awarded Bidder may be required pursuant to the Business Regulation Article of the Maryland Code, to provide proof of Certificate of Registry.
- 30.7 Awarded Bidder is responsible to protect all existing and newly installed supplies and/or equipment. Any HCPS property damaged shall be replaced or repaired to the satisfaction of HCPS.
- 30.8 Contractors and any of its subcontractors shall advise HCPS of its intention to use any employees, which are hired or obtained from any penal, pre-release or work release program. In the event that such employees are used, notification to HCPS shall include the name and violation for each individual. The reasonable precautions, when selecting such individuals and provide strict supervision and proper safeguards. Contractor's employees are not permitted inside school buildings when the nature of the Contract is for outside work.

### **31.0 PERMITS & LICENSE**

The Contractor awarded this contract must, at its expense, obtain any and all permits required by Local, State and 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 HCPS of lapses in, suspension of or termination of special permits and licenses required under the Contract.

### **32.0 SUBSTITUTIONS AND "OR EQUAL" CLAUSE**

Whenever a material or article required is specified or shown on the plans or specifications by using the name of a particular or proprietary product or of a particular manufacturer or vendor, any material or article which meets or exceeds the general design or performance requirements may be considered as equal to what is so specified subject to evaluation and final acceptance by HCPS. Any alternates or the submission of "or equal" items are subject to approval from HCPS.

### **33.0 GUARANTEE AND WARRANTY**

- 33.1 The Awarded Bidder shall unconditionally guarantee the supplies and equipment furnished by the Awarded Bidder for a period of at least one (1) year from the date of acceptance of the installation by HCPS or as specified in the bid document. If the manufacturer warrants equipment for a period longer than one (1) year, the Awarded Bidder shall pass through this extended warranty to HCPS.
- 33.2 In the event the Awarded Bidder fails to repair, replace, adjust, rectify, remedy, correct or complete the items, defects, deterioration, and/or installation, then HCPS may have the right to secure the services of another vendor to correct the work or complete the performance required by the award of this bid. The Awarded Bidder shall be solely responsible for any and all cost, expenses and monies due to the new vendor.
- 33.3 The Awarded Bidder must act as the manufacturer's agent for all warranty claims.



### **34.0 INDEMNIFICATION**

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

### **35.0 LEGISLATED BID REQUIREMENTS**

Award of contracts over \$25,000 shall be awarded to the lowest responsive and responsible bidder who conforms to the Specifications with consideration given to: (1) the quantities involved, (2) the time required for delivery, (3) the purpose for which it is required, (4) the competency and responsibility of the Bidder, (5) the ability of the Bidder to perform satisfactory service, and (6) the plan for utilization of minority contractors (certified by M-DOT). [REF: State of Maryland Senate Bill 202, Section 5-112-Education Article, Sub. C effective 7-1-00]

### **36.0 ILLEGAL IMMIGRANT LABOR**

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

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

- 37.1 **If a child sex offender, as determined by the definitions contained in the Criminal Law Article of the Annotated Code of Maryland, is employed by the Awarded Bidder, the Awarded Bidder is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any HCPS property, including the project property. Violation of this provision may result in Termination for Cause.**
- 37.2 Contractor acknowledges and agrees that, pursuant to Section §6-113 of the Education Article of Maryland Code, Contractor is prohibited from knowingly assigning or permitting its Subcontractors from knowingly assigning any of the Contractor's or Subcontractor's employees to work in, on or about school premises if such employee may or would have direct, unsupervised and uncontrolled access to children if the employee has been convicted of, pled guilty or *nolo contendere*, to any of the following crimes.
- 37.2.1 A sexual offense in the third or fourth degree under §3-307 or §3-308 of the Criminal Law Article of the Maryland Code or an offense under the laws of another state that would constitute an offense under §3-307 or §3-308 of the Criminal Law Article if committed in Maryland;
- 37.2.2 Child sexual abuse under §3-602 of the Criminal Law Article, or an offense under the laws of another state that would constitute child sexual abuse under §3-602 of the Criminal Law Article if committed in Maryland; or
- 37.2.3 A crime of violence as defined in §14-101 of the Criminal Law Article, or an offense under the laws of another state that would be violation of §14-101 of the Criminal Law Article if committed in Maryland, including: (1) abduction; (2) arson in the first degree; (3) kidnapping; (4) manslaughter, except involuntary manslaughter; (5) mayhem; (6) maiming; (7) murder; (8) rape; (9) robbery; (10) carjacking; (11) armed carjacking; (12) sexual offense in the first degree; (13) sexual offense in the second

degree; (14) use of a handgun in the commission of a felony or other crime of violence; (15) child abuse in the first degree; (16) sexual abuse of a minor; (17) an attempt to commit any of the crimes described in items (1) through (16) of this list; (18) continuing course of conduct with a child under §3-315 of the Criminal Law Article; (19) assault in the first degree; (20) assault with intent to murder; (21) assault with intent to rape; (22) assault with intent to rob; (23) assault with intent to commit a sexual offense in the first degree; and (24) assault with intent to commit a sexual offense in the second degree.

- 37.3 Direct unsupervised and uncontrolled access with students is prohibited. If you, as the Contractor/Site Supervisor, witness or suspect your employee(s) entering into a student area, action must be taken immediately to rectify the situation.
- 37.4 The apparent low bidder shall complete and submit the Employment of Sex Offenders and Other Criminal Offenders Affidavit, which is specified in the bid documents within ten (10) working days of receiving notification of potential award.

### **38.0 CRIMINAL BACKGROUND CHECKS FOR CONTRACTORS**

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

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

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

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

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

### **39.0 SEX OFFENDER REGISTRATION**

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

### **40.0 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”. When this requirement is included in the bid documents the required certificate, waiver forms, schedule for participation forms must be submitted. Failure to submit said documents may result in a determination that the 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 ten (10) working days of receiving notification of potential award.

### **41.0 LABOR AND RATES OF PAY**

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

Bid #19-BWR-027  
Athletic Sports Referee Officials Services  
For Girls Soccer and Boys Soccer

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

**42.0 PROCUREMENT-INVESTMENT ACTIVITIES IN IRAN**

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

**Harford County Public School System – Maryland**

**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 Board grants specific approval for an exception. The Board hereby grants specific approval for the acquisition of workers compensation and employers liability insurance from the Injured Workers Insurance Fund of Maryland.
- 1.8 Any deductibles or retentions in excess of \$10,000 shall be disclosed by the Consultant, and are subject to Board's written approval. Any deductible or retention amounts elected by the Consultant or imposed by the Consultant's insurer(s) shall be the sole responsibility of the Consultant.
- 1.9 If the Board is damaged by the failure or neglect of the Consultant to purchase and maintain insurance as described and required herein, without so notifying the Board, then the Consultant shall bear all reasonable costs properly attributable thereto.

## 2. Consultant's Insurance

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

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

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

This insurance shall include coverage for all of the following:

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

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

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

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

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

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

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

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

2.1.6 The Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers shall be named as additional insureds on the Consultant's commercial general liability insurance with respect to liability arising out of the services provided under this Contract by Consultant.

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

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

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

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

2.4 Insurance or self-insurance provided to the Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers as specified herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the Board and its elected and appointed officials, officers, employees and authorized volunteers shall be excess of and non-contributory with insurance of self-insurance provided to the Board and its elected and appointed officials, officers, employees and authorized volunteers as specified herein.

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

- 2.5.1 The Consultant shall agree to provide certificates of insurance evidencing the above coverages for a period of two years after final payment by the Board under this Contract. Such certificates shall evidence a retroactive date no later than the inception date of this Contract; or
- 2.5.2 The Consultant shall purchase an extended (minimum two years) reporting period endorsement for each such “claims made” policy in force as of the expiration or termination date of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself. Such certificate or copy of the endorsement shall evidence a retroactive date no later than the inception date of this Contract.

3. **Indemnification**

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

4. **Waiver of Subrogation**

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

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

Consultant hereby acknowledges its status as an independent contractor while performing services on behalf of the Board and that the Board's workers compensation coverage or self-insurance is not intended to and will not respond to cover any medical or indemnity loss arising out of injury to the Consultant or its employees during the Consultant's performance of services for the Board. To the fullest extent permitted by law, the Consultant specifically waives any right of recovery against the Board and its elected and appointed officials, officers, volunteers, agents and employees for personal injury (and any resulting loss of income) suffered during the performance of services as an independent contractor for the Board. Such waiver shall apply regardless of the cause of original of the injury, loss or damage, including the negligence of the Board and its elected and appointed officials, officers, volunteers, agents and employees. The Consultant shall advise its insurers of the foregoing.

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

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

**HARFORD COUNTY PUBLIC SCHOOLS**

Sean W. Bulson, Ed.D., Superintendent

102 S. Hickory Ave, Bel Air, Maryland 21014

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

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

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

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Name and Title of Authorized Agency/Organization Representative

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Signature

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Date

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Agency/Organization

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



**HARFORD COUNTY PUBLIC SCHOOLS**

**EMPLOYMENT OF SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS AFFIDAVIT**

I AFFIRM THAT:

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

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

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

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

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

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

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

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

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

**HARFORD COUNTY PUBLIC SCHOOLS**

Sean W. Bulson, Ed.D., Superintendent

102 S. Hickory Ave, Bel Air, Maryland 21014

**STATE OF MARYLAND ANTI-BRIBERY AFFIDAVIT**

I HEREBY CERTIFY that:

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

\_\_\_\_\_

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

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

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

**CHECK LIST**  
**#19-BWR-027**

**Athletic Sports Referee Officials Services  
For Girls Soccer and Boys Soccer**

- Signed and included State of Maryland Anti-Bribery
- Signed and included Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- Signed and included Employment of Sex Offenders and Other Criminal Offenders Affidavit
- Signed and included all Addenda (if applicable)
- Reviewed Insurance Requirements and will comply with the coverage limits listed (include sample)
- Experience Form
- Bid Form Signature Page
- Bid Form

**\*Note: Items that are indicated must be submitted in proper form and content at the time of bid opening or the bid will be deemed non-responsive.**

Acknowledgement of Addenda (if applicable)  
I/We acknowledge receipt of the following Addenda:

No. \_\_\_\_\_, Dated \_\_\_\_\_

No. \_\_\_\_\_, Dated \_\_\_\_\_

No. \_\_\_\_\_, Dated \_\_\_\_\_

No. \_\_\_\_\_, Dated \_\_\_\_\_

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

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

**EXPERIENCE FORM**

**#19-BWR-027  
Athletic Sports Referee Officials Services  
For Girls Soccer and Boys Soccer**

**A total of three (3) Experience/Reference Forms must be provided for each sport category that you are submitting a bid for service.**

Bidder: \_\_\_\_\_

Sport Category: \_\_\_\_\_

1. Customer Name: \_\_\_\_\_
2. Customer Address: \_\_\_\_\_
3. Contact Name and Title: \_\_\_\_\_
4. Contact Person Phone #: \_\_\_\_\_
5. Contract Persons E-mail Address: \_\_\_\_\_
6. How many years of relevant service? \_\_\_\_\_  
Commencement Date: \_\_\_\_\_ Termination date: \_\_\_\_\_
7. Is this contract renewable? Yes  No
8. If yes to the above, was the contract renewed? And if not, why not? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
9. Annual Dollar amount of contract: \_\_\_\_\_
10. What was the nature of your service and list any similarities to HCPS requirements?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Cited references must be able to confirm, without reservation, your company's ability to provide the level of service mandated in this solicitation. Contact information is to be accurate. The Owner will not be responsible for errors, non-working numbers or persons that are no longer employed by the firm or do not respond. Harford County Public Schools reserves the right to reject any bid based on an unsatisfactory reference. HCPS also reserves the right to request additional references as needed.

Bid #19-BWR-027  
Athletic Sports Referee Officials Services  
For Girls Soccer and Boys Soccer

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

**BID FORM  
SIGNATURE PAGE**

**#19-BWR-027  
Athletic Sports Referee Officials Services  
For Girls Soccer and Boys Soccer**

All bids must be submitted properly executed, securely sealed, and prominently marked. All bids must be received in the Purchasing Department of Harford County Public Schools by **2:30 pm local time, May 23, 2019**, at which time they will be publicly opened. Bids shall be submitted in a sealed envelope bearing on the outside **the name and address of the bidder, the name and number of the bid, and the bid opening date**. Bids submitted by mail or delivered in person shall be addressed to the Purchasing Department, Harford County Public Schools, 102 South Hickory Avenue, Third Floor, Room 310, Bel Air, Maryland 21014, Attention: Bobbie Wilkerson, CPPO, CPPB.

I/We agree to furnish and deliver in accordance with the accompanying specifications, for the prices listed on the Bid Form.

In compliance with the above and subject to all terms and conditions thereof, the undersigned offers and agrees, if the bid be awarded, to furnish items at the prices indicated, and delivered at the designated location within the time specified.

I/We certify that this bid is made without any previous understanding, agreement, or connection with any other person, firm, or corporation making a bid for the same supplies, and, in all respects, is fair and without collusion or fraud.

**ANY ALTERATIONS ON THE BID FORM MUST BE INITIALED IN SCRIPT, IN INK, BY THE PERSON SIGNING THE BID.**

\_\_\_\_\_  
COMPANY/ORGANIZATION NAME

\_\_\_\_\_  
NAME (print or type)

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
TITLE

\_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
FEDERAL TAX IDENTIFICATION NUMBER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TELEPHONE

\_\_\_\_\_  
EMAIL

Name of person to contact for questions concerning this bid:

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TELEPHONE

\_\_\_\_\_  
EMAIL

**HARFORD COUNTY PUBLIC SCHOOLS**

**BID PRICE SHEET**

**#19-BWR-027**

***Athletic Sports Referee Officials Services  
 For Girls Soccer and Boys Soccer***

**GIRLS SOCCER:**

Game Type	Fee per Official per game
Varsity Official Fee (Scrimmage)	\$
Junior Varsity Official Fee (Scrimmage)	\$
Varsity Official Fee	\$
Junior Varsity Official Fee	\$
Assigning Fee per Game	\$

**BOYS LACROSSE:**

Game Type	Fee per Official per game
Varsity Official Fee (Scrimmage)	\$
Junior Varsity Official Fee (Scrimmage)	\$
Varsity Official Fee	\$
Junior Varsity Official Fee	\$
Assigning Fee per Game	\$
3 Man System: One (1) Center Official Two (2) Assistant Referee	

Do you accept VISA/MasterCard? \_\_\_\_\_

Do you charge a fee?  Yes      No       If yes, fee amount \$ \_\_\_\_\_