



HARFORD COUNTY PUBLIC SCHOOLS

REQUEST FOR PROPOSAL (RFP)

19-BTW-017

**Naming Rights/Corporate Sponsorships for Selected Public
School Facilities**

Submission Date:

February 28, 2019 at 2:30 p.m.

HARFORD COUNTY BOARD OF EDUCATION

TECHNICAL SPECIFICATIONS

RFP 19-BTW-017—Naming Rights/Corporate Sponsorships for Selected Public School Facilities

**THIS SECTION SUPERSEDES ANY CONFLICTING OR DUPLICATIVE INFORMATION
THAT MAY APPEAR ELSEWHERE IN THE RFP PACKAGE.**

PURPOSE OF REQUEST FOR PROPOSAL

1. The Board of Education for Harford County Public Schools (“HCPS”) is issuing this Request for Proposals (RFP) for the purpose of soliciting proposals for naming rights for various HCPS school facilities as listed in Attachment A. Responses can include proposals for the right to name a selected HCPS buildings/structure to include athletic stadiums, auditoriums, gymnasiums, athletic fields, outdoor tracks, etc.
2. This RFP is for the purpose of executing a contract(s) that will be independent of any sponsorship or naming rights contract that is currently in effect.
3. Harford County is located along the I-95 corridor, between the Baltimore and Wilmington/Philadelphia metropolitan centers. Harford County’s moderate tax structure, access to transportation, and progressive government attracts business and commercial development. The Aberdeen Proving Ground, (APG) is the largest employer in the county. The economy of the county is largely reflective of ebbs and flows of employment at APG and the contracting firms, which support it.

According to the 2017 Census Population Estimate data, approximately 252,160 citizens reside in Harford County. The median household income is \$83, 445. The median age is 40.6 and 35.2 percent of residents age 25 and higher have obtained a Bachelor’s Degree or higher.

The Harford County Public Schools (HCPS), with approximately 37,500 students, has the eighth largest student enrollment of the 24 public school systems in Maryland. Approximately 5,360 people are employed by the school system to provide the necessary educational programs and supporting services for the students. This level of staffing makes HCPS the second largest employer in the county. Student enrollment has remained relatively flat, to declining slightly, in the last few years. However, in the 2017 school year, enrollment increased significantly. There are currently 54 schools in the system; 33 elementary, 9 middle, 9 comprehensive high schools, 1 technical high school, 1 special school for students with severe physical and mental disabilities, and 1 alternative education program. In addition, the school system has the 245-acre Harford Glen Environmental Education Center, used for retreats, residential environmental learning programs for students, and other special learning exploration activities.

The HCPS wishes to award the naming rights contracts to entities (the “Contractor”) that are committed to education, athletics and the Harford County school community and desires to showcase that commitment by supporting the School District’s mission and youth programs throughout the community.

FACILITIES

4. HCPS takes great pride in the condition of its facilities and regards regular maintenance and capital development as an investment in our students and the future of our schools and as such maintains and operates numerous stadiums, synthetic and natural turf fields, gymnasiums, natatoriums, outdoor tracks, auditoriums, performing arts spaces, and a wide array of ancillary structures and program spaces. Over the past several years, Harford County has updated several school facilities, installed new state-of-the-art artificial turf systems; resurfaced outdoor track surfaces; and installed new bleachers, stadium lighting, and other amenities at several schools throughout the county. These upgrades have increased the playability, versatility, and accessibility for students and the community.

Athletic facilities accommodate practices, games, multi-school district athletic events and state-wide sanctioned sporting events for HCPS interscholastic athletic programs. Facilities are also used for marching band

performances, physical education activities, and programs managed by the Harford County Department of Parks and Recreation. Auditoriums and associated performing arts program spaces accommodate school performances, school assemblies, classroom instruction, and various events sponsored by community organizations that are open to the general public. Each facility and/or space is designed to meet seating capacity requirements specific to the needs of the school community, the type of facility, or designed function of the space.

5. All HCPS facilities are available for use by professional and non-professional organizations for a fee. Suitability of all proposed uses is at the sole discretion of HCPS.
6. The following is a representation of events held in HCPS stadiums, gymnasiums, auditoriums, etc.:
 - Graduations
 - Marching Band
 - Football Games
 - Basketball Games
 - Volleyball Games
 - Baseball/Softball Games
 - Swim Meets
 - Soccer Games
 - Lacrosse Games
 - Field Hockey
 - Track & Field Meets
 - State Playoff Games
 - Harford County Parks & Recreation Practices and Games

CONTRACT PERIOD

7. The naming rights contract shall commence on July 1, 2019 and expire on June 30, 2024. HCPS will also consider proposals for three (3) and four (4) year contract periods; provided, however, that any proposer who would like HCPS to consider a term of less than five years shall provide a proposal for the lesser term along with a proposal for a full five-year agreement.

CONTRACT DOCUMENT

8. This RFP and the form of agreement included herein shall serve as the contract. Proposers will be expected to sign the form of agreement attached within **ten (10) days** of contract award. If any proposer wishes to take exception to any provision of the agreement or the RFP, all such exceptions shall be stated specifically and in writing in the proposal. Proposers are cautioned, however, that material exceptions to the terms stated in the RFP may result in rejection of the proposal. Proposers are further advised that under no circumstances shall the provisions of a proposal be subject to negotiation.

AWARDED CONTRACTOR BENEFITS

9. Contractor shall have the right to install exterior overhead signage at entrances off the selected facility. Signage may include the contractor's name and/or logo, i.e. ABCXYZ Stadium at Harris Field. Additional signage can be placed above the main scoreboard. Signage above the scoreboard would be similar in size to an existing signage. Contractor shall also have the right to install a fabric signage banner on the outside of bleachers. The banner may be of a size to allow maximum visibility. A spotlight may be installed to provide nighttime sign visibility. Contractor must submit details and specifications of the signage type, size and installation locations being proposed for HCPS review and approval.
10. Contractor can submit proposals, for consideration, to replace existing scoreboards and/or scorer tables located at outdoor fields and/or gymnasiums. Contractor will be able to affix signage with the contractor's name and logo as approved by HCPS for the life of the scoreboard or scorer tables. If the contractor declines to offer a scoreboard replacement at any facility HCPS reserves the right to solicit independent proposals for the replacement of the scoreboard(s) and include the right to affix the successful proposer's signage and logos to the replacement

scoreboard(s).

11. All signage shall meet all local code requirements and shall be appropriate to the facility type, size, and function, as well as the surrounding area, in size, style, and content. HCPS reserves the right to disapprove any signage that in its sole judgment, is inappropriate to a facility that is utilized by schoolchildren and families or otherwise detrimental to the school environment.
12. All signage costs, including without limitation designing, furnishing, installing, and maintaining all signage in good condition for the life of the contract, and removing all signage and restoring the premises to their prior condition at the end of the contract, shall be the sole responsibility of the Contractor. Additionally, it is the responsibility of the Contractor to run electric power to the agreed connection point.
13. Signage may be installed only after HCPS' receipt of the full Year 1 Naming Rights Fee or, in the case of new scoreboards or scorer tables, once they have been purchased and paid for in full. Installation will be scheduled through designated HCPS representative.
14. HCPS reserves the right to require the Contractor to remove all signage at its own expense and restore the premises to its prior condition if Contractor fails to pay the applicable annual naming rights fee **within 30 days of the anniversary date of this contract**. Signage for scoreboards or scorer tables purchased by the contractor will remain in place for the life of the equipment provided the Contractor maintain all such signage in good condition.
15. For so long as the contract is in effect the name of the selected facility will be the [Contractor name] Facility. The Contractor/Facility name can be imbedded in HCPS communications to appropriately include the contractor name in promotional materials pertinent to events scheduled at the facility.
16. Contractor may conduct marketing programs from time to time and/or display promotional materials on HCPS premises as mutually agreed upon between HCPS and Contractor. HCPS reserves the right to pre-approve all signage, marketing programs and promotional materials prior to use and/or display to assure appropriate content for HCPS.
17. HCPS agrees to provide the Contractor with exclusive naming rights as to the Selected Facility for so long as this contract is in effect. Notwithstanding this exclusivity, however, HCPS reserves the right to solicit other paid sponsorships and permit related signage within the Stadium itself and other locations within the school district. HCPS will endeavor to avoid sponsorships from companies that directly compete with Contractor's main line of business (for example, sponsorships by competing auto dealers if Contractor identifies itself as an auto dealer) but cannot guarantee that this will not occur.
18. Contractor recognizes that HCPS or school-affiliated organizations (school booster clubs) could presently be a party to sponsorship agreements and that these agreements will continue in effect until they expire. Those agreements shall be identified upon request.

HCPS DESIRED COMPENSATION

19. The first year's Annual Naming Rights Fee shall be paid by check payable to HCPS on or before **July 1, 2019**. Thereafter, the applicable Annual Naming Rights Fee shall be paid in full on or before the **June 30th** prior to the anniversary date (*for example, the payment for 2020 shall be paid in full by June 30, 2020*). No in-kind payment of the Annual Naming Rights Fee shall be accepted.

IMPLIED REQUIREMENTS

20. Whether or not specifically addressed, Contractor shall be responsible for all work and services required of the Contractor for complete and successful performance of the contract. In the event any work performed by Contractor as to any HCPS facility is covered by the Maryland Prevailing Wage Act, Contractor shall be solely responsible for ascertaining the extent to which the Act is applicable and for paying all required wages and other compensation.

PROPOSAL EVALUATION & CONTRACT AWARD

21. Along with the fulfillment of RFP legal requirements and Proposer's proposal submissions, the following criteria will be utilized to evaluate those proposals that materially conform to the RFP. Nonconforming or disqualified proposals will not be evaluated. Each of the bulleted items below will be evaluated using total points as listed below, on a 100-point score as follows;
 - Recognition & suitability of proposer, proposer's name, appropriateness of proposed signage design and content, and potential center name. **30** points
 - Overall ability of proposer's proposal to meet the desires and requirements of HCPS, including financial solvency. **20** points
 - Overall financial value to HCPS. **50** points
22. HCPS reserves the right to request clarification of and/or additional proposal information that may be required for evaluation of proposals. As noted above, however, this does not include the negotiation of the terms of any proposal.
23. The contract, if awarded, will be awarded to the proposer whose proposal is deemed to be the most advantageous to HCPS based on the factors stated above.
24. Sealed bids shall be opened February 28, 2019.

TERMINATION OF CONTRACT

25. HCPS reserves the right to terminate the contract at any time during the contract period upon thirty (**30**) days written notice to Contractor if Contractor is in material breach of any obligation of the contract. Additionally, HCPS reserves the right to terminate the contract for its convenience upon **60** days' notice, or for its convenience upon **10** days' notice if it determines in its sole judgment that it no longer wishes to continue the association between the Contractor and the Stadium because of events that bring the name of the Contractor or any of its principals into public controversy or disrepute. In the event of a termination for convenience HCPS shall provide a pro rata refund of the Annual Naming Rights Fee up to the date of termination, within 30 days of the date on which all Stadium signage has been properly removed.

INQUIRIES REGARDING PROPOSAL REQUIREMENTS

26. All inquiries and concerns regarding this RFP, including requests to schedule appointments to inspect the facility prior to submitting a proposal, **shall be directed in writing via FAX or email, at or before the close of business (4:30 pm) on Wednesday, January 29, 2019** to:

Ms. Bobbie Wilkerson, CPPO, CPPB
Supervisor of Purchasing
FAX: 410-809-6157
EMAIL: bobbie.tolstonwilkerson@hcps.org
Phone: 410-638-4083

Heading on all inquiries must clearly state:

"RFP 19-BTW-017—Naming Rights/Corporate Sponsorships for Selected Public School Facilities"

27. If a proposer discovers any ambiguity, conflict, omission or other error in the specifications, proposer shall immediately notify the Purchasing Department of such error and request clarification of the document. Proposer understands that the only official answer or position of HCPS will be the one stated in writing by the buyer, or in their absence an authorized representative.

28. All questions and answers regarding this RFP shall be shared with all proposers known by HCPS to be interested in submitting a proposal.
29. If a proposal includes proprietary information the proposer may conspicuously mark each page of such information as "CONFIDENTIAL". If a request is made for any such material under the Maryland Open Public Records Act (FOIA), HCPS shall promptly relay such request to the proposer and ask whether the proposer consents to its release. If the proposer wishes HCPS to withhold consent and the requester initiates legal proceedings to compel disclosure, the proposer shall defend HCPS as to any such proceeding at its sole cost and expense and shall pay any and all fines, penalties, and counsel fees that may be imposed by anybody having jurisdiction.
30. **Proposals must be received by Friday, February 22, 2019 at 2:30 pm** and should be mailed to Attention: Bobbie Wilkerson, CPPO, CPPB, Purchasing Department, 102 S. Hickory Ave., 3rd Floor, Bel Air, MD 21014. Label Proposal - RFP 19-BTW-017—Naming Rights/Corporate Sponsorships for Selected Public School Facilities.
31. For general questions, please call 410-638-4080 or 410-638-4083

ADDENDA TO THE RFP

32. HCPS reserves the right to revise and amend specifications prior to the date set for the receipt of proposals. Addenda, if issued, shall be provided in writing to all parties who have received a copy of the RFP. It is the recipient's responsibility to notify HCPS that it has received a copy of the RFP and wishes to receive addenda. As receipt of all addenda must be acknowledged in the Proposal, proposers are cautioned that failure to notify HCPS may result in failure to receive addenda and resulting disqualification of the proposal.

ADDITIONALLY

33. Proposer is to submit one (1) "Complete Original Proposal" that contains original signatures (no signature photocopies or signature stamps permitted) and three (3) electronic "Complete Copies" for HCPS analyzation purposes. Proposer must clearly identify the original proposal document and all copies.
34. Do not spiral bind or "book bind" original proposal submissions.
35. Only sealed hardcopy proposals are acceptable. Faxed or other electronic submissions are not acceptable.
36. Proposals received after the advertised receipt date and time will be returned unopened to the submitter.
37. HCPS reserves the right to reject any or all proposals or not award a contract.

The balance of this page was intentionally left blank.

RFP 19-BTW-017

**Naming Rights/Corporate Sponsorships for
Selected Public Schools Facilities**

The undersigned has read the specifications of this RFP and agrees to provide the funds/services proposed by bidder. This proposal is subject to all the attached terms, conditions and specifications and we, hereby, agree to enter into contract with the Board of Education of Harford County subsequent to contract award notification.

Proposals must be received by February 28, 2019 at 2:30 pm and should be mailed to Attention: Bobbie Wilkerson, Supervisor of Purchasing, 102 S. Hickory Ave., 3rd Floor, Bel Air, MD. (RFP 10-BTW-017 Naming Rights/Corporate Sponsorships for Selected Public School Facilities) on the Label.

ADDENDA: We acknowledge receipt of the following Addenda that shall become part of the RFP documents as though originally incorporated herein:

ADDENDUM NUMBER(S): _____

ANNUAL NAMING RIGHTS FEES	
	AMOUNT PROPOSED
Year One of the Contract	\$ _____
Year Two of the Contract	\$ _____
Year Three of the Contract	\$ _____
Year Four of the Contract	\$ _____
Year Five of the Contract	\$ _____
TOTAL AMOUNT PROPOSED	\$ _____

In addition to above naming rights fees indicate whether the contractor will be interested in future updates or replacements. Yes _____ No _____ (check one)

Company _____

Street Address _____

City, State, Zip _____

Authorized Signature _____ Date _____

Printed Name _____ Title _____

Telephone _____

Email _____

Complete this page in full, sign and return with proposal.

HARFORD COUNTY BOARD OF EDUCATION

**Request for Proposal
RFP19-BTW-017**

**PROPOSAL DOCUMENTS
REQUIRED
DOCUMENTATION**

All documents in this section shall be completed, signed and submitted with the proposal package – Failure to submit the proposal documents and other documents so specified may be cause to reject the proposal for being non-responsive.

To be completed, signed below & returned with proposal.

ACKNOWLEDGEMENT OF ADDENDA

RFP19-BTW-017

Proposal Due Date: February 28, 2019

The Respondent acknowledges receipt of the hereinafter enumerated Addenda which have been issued during period of bidding and agrees that said Addenda shall become a part of this contract. The respondent shall list below the numbers and issuing dates of the Addenda.

<u>ADDENDA NO.</u>	<u>ISSUING DATES</u>
_____	_____
_____	_____
_____	_____
_____	_____

No Addenda Received

Name of Company _____

Address _____ P.O. Box _____

City, State, Zip Code _____

Name of Authorized Representative _____

Signature _____ **Date** _____

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.

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.

Harford County Public Schools

Conflict of Interest Disclosure Form

Note: A potential or actual conflict of interest exists when commitments and obligations are likely to be compromised by the evaluator(s)' or project manager's other material interests, or relationships (especially economic), particularly if those interests or commitments are not disclosed.

This Conflict of Interest Form should indicate whether the evaluator(s) or project manager(s) has an economic interest in, or acts as an officer or a director of, any outside entity whose financial interests would reasonably appear to be affected by the award of a contract or contract evaluation panel. The evaluator or contract manager(s) should also disclose any personal, business, or volunteer affiliations that may give rise to a real or apparent conflict of interest. Relevant Federally and organizationally established regulations and guidelines in financial conflicts must be abided by. Individuals with a conflict of interest should refrain from contract evaluation process.

Date: _____

Name: _____

Position: _____

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest:

_____ I have no conflict of interest to report.

_____ I have the following conflict of interest to report (please specify other nonprofit and for-profit boards you (and your spouse) sit on, any for-profit businesses for which you or an immediate family member are an officer or director, or a majority shareholder, and the name of your employer and any businesses you or a family member own:

1. _____

2. _____

3. _____

I hereby certify that the information set forth above is true and complete to the best of my knowledge.

Signature: _____

Date: _____

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

NAMING RIGHTS AGREEMENT

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

1. **SERVICES**

1.1. Scope of Services. Subject to the terms and conditions of this Agreement, Consultant will perform those professional consulting services as set forth in the Request for Proposals (19-BTW-017) and as amended and/or supplemented from time to time by the mutual written agreement of the parties and incorporated herein by reference. At a minimum, a written document that (i) references this Agreement, (ii) describes the Services to be performed (iii) specifies the corresponding rate schedule or other fee information, and (iv) is signed by both parties or is issued by one party and signed by the other party. Consultant will use commercially reasonable efforts to complete the Services by the applicable dates set forth in the attachment ("Target Dates").

2. **CONTRACT TERM**

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

2.2. The term for this Agreement is **Insert Term Here**.

3. **INITIATION OF WORK**

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

4. **GOVERNING LAW**

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

5. **FREEDOM OF INFORMATION ACT**

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

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

6. **COMPLIANCE WITH LAW**

- 6.1. The Consultant hereby represents and warrants that it is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified.
- 6.2. The Consultant shall comply with all Federal, State and Local law, ordinances and legally enforceable rules and regulations applicable to its activities and obligations under this agreement.
- 6.3. The Consultant must, at its expense, obtain any and all licenses, permits, insurance, and governmental approval required by Local, State, and Federal authorities, if any, necessary to perform its obligations under this agreement.
- 6.4. It is the Consultant's responsibility to notify HCPS of lapses in, suspension of or termination of special permits and licenses required under the Agreement.

7. **STAFF**

- 7.1. The Consultant shall utilize the personnel named and/or otherwise identified in its proposal to perform services required. No substitutions shall be made without the proper written approval of the Contract Administrator (Assistant Superintendent of Operations or designee).

8. **DRUG, TOBACCO, AND ALCOHOL**

- 8.1. 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 drugs, tobacco, vaporizers, electronic cigarettes, or alcohol products on HCPS property. Use or possession of such items on HCPS property will result in immediate termination of the Agreement.

9. **NONDISCRIMINATION**

- 9.1. The Consultant shall comply with all Federal and State anti-discrimination laws in the performance of this Agreement.
- 9.2. 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.
- 9.3. The Consultant shall furnish, if requested by HCPS, a compliance report concerning their employment practices and policies in order for HCPS to ascertain compliance with the special provisions of this Agreement concerning discrimination in employment.
- 9.4. In the event the Consultant is deemed noncompliant with the nondiscrimination clause of this Agreement, this Agreement may be canceled, terminated or suspended in whole or in part.

10. **NONHIRING OF EMPLOYEES BY AWARDED CONSULTANT OR HCPS**

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

11. **POLITICAL CONTRIBUTION DISCLOSURE**

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

12. **RETENTION OF RECORDS**

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

13. **DISSEMINATION OF INFORMATION**

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

14. **CONSULTANT'S OBLIGATION**

14.1. 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.

14.2. 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.

14.3. HCPS review, approval, or acceptance of, or payment for, any of the services required under this Agreement shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to HCPS in accordance with applicable law for all damages to HCPS caused by the Consultant's negligent actions or performance of any or the services furnished under this Agreement.

15. **CHANGES, ALTERATIONS, OR MODIFICATIONS**

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

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

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

16.1. **If a child sex offender, as determined by the definitions contained in the Criminal Procedure of the Annotated Code of Maryland, is employed by the Consultant, the Consultant 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.

- 16.2. Consultant acknowledges and agrees that, pursuant to Section §6-113 of the Education Article of Maryland Code, Consultant is prohibited from knowingly assigning or permitting its Sub-Consultant from knowingly assigning any of the Consultant's or Sub-Consultant'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.
- 16.3. A sexual offense in the third or fourth degree under §3-307 or §3-308 of the Criminal Law Article of the Maryland Code or an offense under the laws of another state that would constitute an offense under §3-307 or §3-308 of the Criminal Law Article if committed in Maryland;
- 16.4. Child sexual abuse under §3-602 of the Criminal Law Article, or an offense under the laws of another state that would constitute child sexual abuse under §3-602 of the Criminal Law Article if committed in Maryland; or

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.

Direct unsupervised and uncontrolled access with students is prohibited. If you, as the Consultant/Site Supervisor, witness or suspect your employee(s) entering into a student area, action must be taken immediately to rectify the situation.

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

CONSULTANT NAME: **HERE**

HARFORD COUNTY PUBLIC SCHOOLS:

Name:
Title:
Date:

Name: Dr. Sean W. Bulson
Title: Superintendent of Schools
Date:

ATTEST:

ATTEST:

By: _____
Title:
Date:

By: _____
Title:
Date:

ATTACHMENT A

	SCHOOL	FACILITY
1	ABERDEEN HIGH SCHOOL	STADIUM
		GYMNASIUM
		AUDITORIUM
2	BEL AIR HIGH SCHOOL	STADIUM
		GYMNASIUM
		AUDITORIUM
3	C. MILTON WRIGHT HIGH SCHOOL	STADIUM
		GYMNASIUM
		AUDITORIUM
4	EDGEWOOD HIGH SCHOOL	STADIUM
		GYMNASIUM
		AUDITORIUM
5	EDGEWOOD MIDDLE SCHOOL	NATATORIUM
6	FALLSTON HIGH SCHOOL	STADIUM
		GYMNASIUM
		AUDITORIUM
7	HARFORD TECHNICAL HIGH SCHOOL	STADIUM
		GYMNASIUM
8	HAVRE DE GRACE HIGH SCHOOL	GYMNASIUM
		AUDITORIUM
9	JOPPATOWNE HIGH SCHOOL	STADIUM
		GYMNASIUM
		AUDITORIUM
10	MAGNOLIA MIDDLE SCHOOL	NATATORIUM

11	NORTH HARFORD HIGH SCHOOL	STADIUM
		GYMNASIUM
		AUDITORIUM
12	NORTH HARFORD MIDDLE SCHOOL	NATATORIUM
13	PATTERSON MILL HIGH SCHOOL	STADIUM
		GYMNASIUM
		AUDITORIUM