RFP TITLE:

Custodial Services

RFP NUMBER: 20-BTH-030

RFP DUE DATE AND TIME: February 19, 2020

RFP MAILING ADDRESS: Purchasing Office
Harford County Public Schools
Administration Building, 3rd Floor
102 South Hickory Avenue
Bel Air, MD 21014

PURCHASING AGENT: Sara Harvey

QUESTIONS DUE DATE AND TIME: Questions must be emailed to sara.harvey@hcps.org no later than 2:30 pm local time on January 30, 2020

ADDENDUM ISSUED: February 4, 2020

PRE-PROPOSAL CONFERENCE: January 23, 2020 beginning at 1:00 PM

TIMELY DELIVERY OF RFP DOCUMENTS: Proposals must be received in the Purchasing Office prior to the due date and time. Offerors are reminded that not all special delivery carriers guarantee delivery to 102 South Hickory Avenue, Bel Air, MD 21014, prior to 2:30 pm local time.

Proposals shall be submitted in a sealed envelope bearing on the outside the name and address of the Offeror, the title and number of the RFP, and the RFP opening date. Proposals submitted shall be addressed to the Purchasing Office, 3rd Floor, Harford County Public Schools, 102 South Hickory Avenue, Bel Air, MD 21014, ATTN: Sara Harvey, Purchasing Agent

Proposals dropped off at the 1st floor reception area may not reach the 3rd floor at the appointed time of the proposal opening. It is the Offeror’s responsibility to ensure that the proposal reaches the 3rd floor Purchasing Office. Late proposals will be returned unopened.

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

Offerors may obtain the RFP documents by downloading the information at our website: www.hcps.org/departments/BusinessServices/purchasing.aspx. Offerors shall continue to check the HCPS website for possible addenda to the RFP prior to the Proposal due date.

LATE PROPOSALS WILL BE REJECTED AND RETURNED UNOPENED

Anti-Discrimination 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, or disability in matters affecting employment or in providing access to programs to employees. 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, 410-809-6065.
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GENERAL TERMS AND CONDITIONS

Instruction to Offerors

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

1.0 A REQUEST FOR 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 Offerors to submit a proposal. These specifications and requirements identified in the attached statement of work and detailed specification are intended to cover the service(s) 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 proposal having a potential award value of $25,000 or more.

1.3 Unless otherwise indicated, HCPS shall receive sealed proposals until the date and time indicated on proposal or as modified by addenda. Proposals must be delivered to HCPS, Purchasing Department, 102 South Hickory Ave., Third Floor, Room 310, Bel Air, Maryland 21014. Proposals must be delivered in sealed envelopes and clearly marked on the outside: Name of Offeror, Due Date and Time, Solicitation/Proposal Number and Solicitation Title. Late proposals will be rejected and returned unopened.

1.4 The Offeror or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, circumstances, prerequisites, qualifications and/or specifications before submitting their proposal. An Offeror’s failure to become fully informed is at the Offeror’s sole and complete risk of loss. The Offeror 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 Offeror to obtain an award of proposal, award of contract and/or profits, fees or money from HCPS when the Offeror failed to fully inform themselves. In the case of error in extension of prices in the Proposal, the unit price shall govern or the entire proposal may be declared non-responsive.

2.0 PROPOSAL PREPARATION, PROPOSAL SHEET, AND PROPOSAL OPENING

2.1 Offeror must submit the requested documentation with original signatures using HCPS proposal forms. The Offeror should make and retain one original (1) copy of the Proposal for their files and submit two (2) copies additional copies, preferably in electronic media for committee review. Proposals must be signed and submitted by an authorized representative of the Offeror.

2.2 Signed proposals shall be returned in a sealed envelope. When the Proposal is sent by mail, the sealed envelope shall be enclosed in a separate sealed mailing envelope with the notation "SEALED PROPOSAL 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 proposal. A facsimile or electronic document shall not be considered a valid response to the solicitation.

2.3 Each proposal should show the full business address, telephone number, fax number, email address, and federal tax identification number of the Offeror and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the Proposal and Contract, including Letter of Intent, copy of Contract, and Purchase Order, will be mailed or delivered to the address shown on the Proposal in the absence of written instructions from the Offeror to the contrary.

2.4 All offerors 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 solicitation process. The documents may include but are not limited to: Anti-Bribery Affidavit, Debarment Certificate, Employment of Sex
2.5 **Proposal Due Date**

2.5.1 Sealed proposals for the requirements identified in the attached statement of work and detailed specifications, as required by the Board of Education of Harford County, are due at the time and date so specified. Unless otherwise indicated, proposals are due to the Purchasing Department, 102 South Hickory Avenue, Third Floor, Room 310, Bel Air, Maryland 21014.

2.5.2 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.

2.5.3 Offerors 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 offerors. When so noted, minor irregularities may be corrected within forty-eight (48) hours following notification.

2.5.4 HCPS also reserves the right to reject any or all proposals 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. Proposals may be withdrawn before the scheduled time due. Withdrawal is not permitted after the scheduled time due.

2.5.5 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 proposal due date.

2.5.6 Omission of any specification or details of any specification which would normally apply to the service(s) described herein shall not relieve the Offeror from fulfilling those required specifications needed to provide service best suited to the intended purpose of this contract as determined by the Supervisor of Purchasing.

2.6 At the time of the solicitation opening each Offeror 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 Offeror to receive or examine any form, instrument, or document, shall in no way relieve them from any obligation in respect of its proposal.

3.0 **AWARD OR REJECTION OF PROPOSALS**

3.1 This document is a Request for Proposal (RFP) which differs from an Invitation for Bid in that HCPS is seeking a proven solution for the requirements described in the RFP document. As such, price is not the determining factor regarding the contract award.

3.2 As defined by the American Bar Association Model Procurement Code, Competitive Sealed Proposals (RFP) will be evaluated based upon criteria formulated around the most important features of a service, of which quality, testing, reference, and technical expertise and capability may be overriding factors, and price may not be determinative in the issuance of a contract or award.

3.3 The Proposal evaluation criteria should be viewed as standards that measure how well a proposal meets the intended outcomes described in the performance work statement. Those criteria that will be used and considered in evaluation for award are set forth in this document.

3.4 All proposal documents will become the property of HCPS. Proposals must be submitted in accordance with the requirements set forth in this RFP.

3.5 The Board of Education reserves the right to reject any or all proposals, and/or waive technical defects if, in its judgment the interests of the Board shall so require. Minor differences in the specifications or other minor technicalities may be waived at the discretion of Supervisor of Purchasing or upon recommendation to the Board of Education.

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

3.7 The Board reserves the right to award to contract within ninety (90) days from the due date and all pricing must remain firm during that period and until the time of award.
4.0 REMEDIES AND TERMINATION

4.1 Correction of Errors, Defects, and Omissions – The Consultant agrees to perform work as may be necessary to correct errors, defects, and omissions in the services required under this agreement without undue delays and without cost to HCPS. The acceptance of the work set forth herein by HCPS shall not relieve the Consultant of the responsibility.

4.2 Set-Off – HCPS may deduct from and set-off against any amounts due and payable to the Consultant any back-charges or damages sustained by HCPS by virtue of any breach of this agreement by the Consultant to perform the services or any part of the services in a satisfactory manner. Nothing herein shall limit the liability of the Consultant for damages and HCPS may affirmatively collect damages from the Consultant.

4.3 Termination for Default

4.3.1 If the Consultant fails to fulfill its obligations under this contract properly and on time, otherwise violates any provision of the Contract, HCPS may terminate the Contract by written notice to the Consultant. The notice shall specify the acts of omissions relied on as cause for termination.

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

4.3.3 If the damages are more than the compensation payable to the Consultant, the Consultant will remain liable after termination and HCPS can affirmatively collect damages.

4.4 Termination for Convenience – HCPS may terminate all or part of the work required under this contract for the convenience of HCPS with a thirty (30) day notification. In the event of such termination, the Contract Administrator shall determine the costs the Consultant has incurred to the date of termination and such reasonable costs associated with the termination. HCPS shall pay such costs as determined by the Contract Administrator to the Consultant together with reasonable profit reasonably earned by the Consultant to the time of termination but not to include any profit not earned as of the date of termination.

4.4.1 Termination for Non-Appropriation. HCPS reserves the right to terminate this contract, in whole or part, due to non-appropriation of funds or funds that are otherwise made unavailable to support continuation in any fiscal year succeeding the first fiscal year. Notification of contract termination will be given to the Consultant thirty (30) days in advance and will be in effect at the beginning of the fiscal year for which funds are not available. The Consultant may not recover anticipatory profits or costs incurred after termination.

4.5 Obligations of Consultant upon Termination – Upon Notice of Termination as provided in Sections 4.3 and 4.4, the Consultant shall:

4.5.1 Take immediate action to orderly discontinue its work and demobilize its work force to minimize the occurrence of costs.

4.5.2 Take such action as may be necessary to protect the property of HCPS, place no further orders or subcontract, assign to HCPS in the manner and to the extent directed by HCPS all of the right, title and if ordered by HCPS possession and interest of Consultant under the orders or subcontracts terminated.

4.5.3 Deliver to HCPS all materials, equipment, data, drawings, specifications, reports, estimates, and such other information accumulated by the Consultant which has been or will be reimbursed under this agreement after taking into account any damages that may be payable to HCPS. Title to such items shall be transferred to HCPS.

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

5.0 MULTI-AGENCY PROCUREMENT
HCPS reserves the right to extend the terms and conditions of this contract to any and all other government agencies within the State of Maryland, as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This is conditioned upon the Contractors’ approval and all purchase and payment transactions will be made directly between the Contractor and the requesting public agency.

6.0 ORDER OF PRECEDENCE

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

6.1 Performance Work Statement

6.2 Specifications/Terms of the Request for Proposal

6.3 General Terms and Conditions for Request for Proposal

7.0 CONTRACT

The Proposal with respect to all items accepted, addenda, agreements and all papers and documents accompanying the same, including these general and special conditions of the RFP shall constitute the formal contract between the Offeror and HCPS.

8.0 WAIVER OF RIGHT

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

9.0 INITIATION OF WORK

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

10.0 GOVERNING LAW AND DISPUTE RESOLUTION

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

10.2 Alternative Dispute Resolution (ADR) is the agreed method for resolving disputes that may result from the contractual relationship arising in reference to this 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.

10.3 Any ADR hearing or arbitration will take place in the State of Maryland.

11.0 FREEDOM OF INFORMATION ACT

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

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

12.0 ADDENDA

12.1 All changes to the Proposal Specifications will be made through appropriate Addenda issued from the Purchasing Department.

12.2 Addenda notices will be posted on the Purchasing Department web site at www.hcps.org, as well as eMaryland Marketplace.
12.3 No Addenda will be issued later than five (5) days prior to the date for receipt of proposals except an Addendum withdrawing the request for proposals or one which postpones the date for receipt of proposals.

12.4 Each Offeror shall ascertain prior to submitting a Proposal that they have received all Addenda issued and the Offeror shall acknowledge their receipt on the Addenda Form. The Addenda Form shall be completed and returned with the Proposal response. Failure to return the Addenda Form may be reason for rejection of the Proposal.

13.0 COMPLIANCE WITH LAW

13.1 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.

13.2 The Consultant hereby represents and warrants it is not arrears with respect to the payment of any monies due and owing the County or State, of any department or agency thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this agreement.

13.3 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.

13.4 The Awarded 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.

13.5 The Contractor at the time of proposal opening must be fully licensed in all trades or special areas that require a license by Local, State, and Federal authorities.

13.6 It is the Consultant's responsibility to notify HCPS of lapses in, suspension of or termination of special permits and licenses required under the Contract.

13.7 That the facts and matters set forth hereafter in the "Contract Affidavit" which is attached to this agreement and made a part hereof are true and correct.

14.0 RESPONSIBILITY FOR CLAIMS AND LIABILITY

14.1 To the fullest extent permitted by law, the Indemnitor shall indemnify, defend and hold the Indemninee 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 Indemninee'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 Indemninee 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.

14.2 In claims against any person or entity indemnified within this indemnification by an employee of the Awarded Offeror, 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 Offeror or a subcontractor under Workers' Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

15.0 INSURANCE

15.1 Review in detail the insurance requirements contained in the attached document. These requirements have been established by the Maryland Association of Boards of Education Group Insurance Pool. Failure to comply with these insurance requirements may render the proposal as non-responsive.

15.2 The Consultant shall take proper safety and health precautions and to protect their work, their employees, the public and the property of others from any damage or injury resulting solely from the performance of the work described herein.
15.3 HCPS shall not be liable for any injuries to the employees, agents, or assignees of the Consultant arising out of, or during the course of the contracted work relating to this agreement.

15.4 The Consultant has in force, or shall obtain, and will maintain insurance in not less than the amounts specified and accordance with the requirements contained in the attached insurance requirements.

16.0 STAFF

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

17.0 DRUG, TOBACCO, AND ALCOHOL

All HCPS properties are “drug, tobacco, and alcohol-free zones” as designated by Local and State laws. Neither the Contractor or their employees (or subcontractors) are permitted to have any drugs, tobacco, or alcohol products on HCPS property. Use or possession of such items on HCPS property will result in immediate termination of the Contract.

18.0 PROTEST AND APPEAL PROCESS

Any Offeror 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.

19.0 NONDISCRIMINATION

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

19.2 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, or disability in matters affecting employment or in providing access to programs to employees. 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, 410-809-6065.

19.3 The Awarded Offeror 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.

19.4 In the event the Awarded Offeror is deemed noncompliant with the nondiscrimination clause of this contract, this contract may be canceled, terminated or suspended in whole or in part.

20.0 NON-HIRING OF EMPLOYEES BY AWARDED OFFEROR OR HCPS

20.1 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.

20.2 No employee of the Awarded Offeror 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 contracting with the Awarded Offeror or any unit thereof.

21.0 FINANCIAL DISCLOSURE

The Awarded Offeror 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.

22.0 POLITICAL CONTRIBUTION DISCLOSURE

Awarded Offeror 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.

23.0 RETENTION OF RECORDS

The Awarded Offeror 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.

24.0 LANGUAGE/GENDER

24.1 Proposer, offeror, vendor, consultant, firm and contractor all have the same meaning and may be used interchangeably.

24.2 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.

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

25.0 DISSEMINATION OF INFORMATION

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

26.0 CONSULTANT’S OBLIGATION

26.1 The Awarded Offeror 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 proposal as non-responsive.

26.2 The Consultant shall perform the services with that standard of care, skill, and diligence normally provided by a consultant in the performance of services similar to the services hereunder.

26.3 Notwithstanding any review, approval, acceptance, or payment for the services by HCPS, the Consultant shall be responsible for professional and technical accuracy of its work furnished by the Consultant under this agreement.

26.4 HCPS review, approval, or acceptance of, nor payment for, any of the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Consultant shall be and remain liable to HCPS in accordance with applicable law for all damages to HCPS caused by the Consultant’s negligent performance of any or the services furnished under this contract.

26.5 The rights and remedies of HCPS provided for under this contract are in addition to any rights and remedies provided by law.

26.6 In case of any apparent conflict between the specifications and such laws, ordinances, etc., the Awarded Offeror shall call the attention of the applicable HCPS designee(s) to such conflict for a decision before proceeding with any work.

26.7 Any deviations to the specifications or statement of work must be clearly noted in detail by the Offeror, in writing, at the time of submittal of the formal proposal.

26.8 The Awarded Offeror shall and will, in good professional manner, do and perform all services, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work
required by this contract, within the time herein specified, in accordance with the provisions of this contract and said specifications and in accordance with the specifications covered by this contract and any and all supplemental specifications, and in accordance with the directions of the Board of Education as given from time to time during the progress of the work. The 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.

26.9 Awarded Offeror may be required pursuant to the Business Regulation Article of the Maryland Code, to provide proof of Certificate of Registry.

27.0 CHANGES, ALTERATIONS, OR MODIFICATIONS

27.1 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 Contract cost thereof.

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

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

28.0 SUBCONTRACTING OR ASSIGNMENT

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

29.0 DELAYS AND EXTENSIONS

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

30.0 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.

31.0 EMPLOYMENT OF CHILD SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS

31.1 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 Proposer, the Awarded Proposer 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.

31.2 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 it's 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.

31.2.1 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;

31.2.2 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;

31.2.3 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.

31.3 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.

31.4 The apparent low Proposer 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.

32.0 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.

32.1 IN ADDITION to the above requirements, Contractors shall comply with the requirements of House Bill 486 passed by the General Assembly in 2019, regarding screening of applicants for employment.

32.1.1 Effective July 1, 2019

32.1.2 MSDE Guidance for House Bill 486 – Child Sexual and Sexual Misconduct Prevention) can be found online at www.marylandpublicschools.org.

32.1.3 Submission of Section 000325 Contract Affidavit (HB 486/SB 541Compliance) is required to be submitted prior to award of contract.

33.0 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.

34.0 LABOR AND RATES OF PAY

34.1 The Awarded Offeror 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.

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

35.0 DEBRIEFING

Unsuccessful Offerors may be debriefed upon written request received within thirty (30) days following proposal opening by a procurement officer familiar with the rationale for the selection decision.

36.0 PROCUREMENT-INVESTMENT ACTIVITIES IN IRAN

The Awarded Offeror 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.
REQUEST FOR PROPOSAL
20-BTH-030
CUSTODIAL SERVICES

1. INTRODUCTION

Harford County is located along the I-95 corridor, between the Baltimore and Wilmington/Philadelphia metropolitan centers. The Harford County Public Schools 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. 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, 1 alternative education program, and has a 283.37 acres Harford Glen Environmental Education Center, used for retreats, residential environmental learning programs for students, and other special learning exploration activities. In addition, the school system operates out of 3 administrative buildings which houses central office departments responsible for delivering supports to schools in the functional areas of curriculum & instruction, building maintenance and operations, food services, information technology, business services, human resources, and communications.

*Note: Facilities Inventory is included in Exhibit 1
Floor and site plans are available upon written request.

2. PURPOSE

The Purpose of this Request for Proposal (RFP) is to acquire proposals from interested proposers with the potential for the Harford County Public Schools to augment portions of its Custodial Services with Contractor provided staff, when required. HCPS is looking for cost reducing, effective and efficient methods to manage its operations. One possible option to save money is to augment some or all building operation and housekeeping functions to outside Service Providers. HCPS is seeking information regarding what specific services are offered, and the costs associated with providing these services.

HCPS is looking to a Pilot custodial schools at several schools with the awarded proposer, for the purpose of determining its future state. In addition, the awarded contract will be used to fill vacancies throughout the district to satisfy both long- and short-term needs.

3. BACKGROUND

HCPS facilities comprise approximately 6,229,596 million gross square feet of building space situated on approximately 1,959 acres. The Office of Operations for HCPS is charged with operating and maintaining all school facilities and grounds as well as planning for renovations and new construction through design and construction activities. To carry out this charge HCPS manages a Comprehensive Maintenance Program. It is designed to align internal resources with augmented management services to ensure school facilities and grounds are kept in a state of good repair. With its resources HCPS’ objective is to effectively and efficiently manage custodial services as required to maintain the integrity of school buildings and grounds.

Currently in-house staff are responsible for performing building operation services under HCPS’ Custodial Services Program. Custodians report directly to school principals and are tasked to provide the necessary labor to perform housekeeping tasks required to clean restrooms, classrooms, offices, corridors, health suites, gymnasiums, all-purpose rooms, and all ancillary spaces of HCPS owned public education and administrative facilities. HCPS custodial personnel also provide the labor required to maintain school grounds. Site maintenance requirements include field maintenance, snow removal, and the removal of debris from sidewalks, playgrounds, athletic facilities, and various other site amenities. Building access as needed for the coordination of routine and emergency building maintenance requirements, with facilities maintenance trades personnel, is handled by HCPS custodians. Building maintenance requirements are submitted by custodians to HCPS’ facilities trades personnel. All maintenance requests are processed through the School Dude work order system currently being used by HCPS.
4. **SCOPE OF WORK**

1. **CLEANING SUPPLIES**
   (a) HCPS currently intends to continue providing cleaning supplies and would like to determine the cost associated with phasing in Proposer supplied products and services. HCPS request Proposers to submit a proposal for providing all custodial and cleaning fluids, supplies, paper and plastic supplies, including, but not limited to, cleaners, germicides, floor finishes and graffiti removal to properly perform as specified. All chemicals used should be green seal certified. All chemicals will be properly labeled and fully comply with applicable requirements of state or federal law. Safety Data Sheets (SDS) for any chemical utilized within the scope of this contract will be provided by Proposer to the HCPS. Proposer will provide the HCPS with a list of all custodial and cleaning supplies and proposed quantities to be used by Proposer. The HCPS reserves the right to require a change in supplies.
   
   *NOTE: The current list of cleaning products and quantities is available upon written request.*

   (b) DISPOSABLES
   HCPS currently intends to continue providing disposables and would like to determine the cost associated with phasing in Proposer supplied products and services. HCPS request Proposers to submit a proposal for providing paper and plastics, including all personal items presently in use including paper towels, toilet tissue, garbage bags, recycling bags, hand soaps, tissues, etc, at or above current quality and in all applicable dispensers.

2. **EQUIPMENT**
   (a) HCPS currently intends to continue providing cleaning equipment and would like to determine the cost associated with phasing in Proposer supplied products and services. HCPS request Proposers to submit a proposal for providing equipment. Equipment provided will be new or like new and should not exceed five years old. Proposer must specify in its response if the equipment is new or used. If used, Proposer must specify the age of the equipment. Proposer will provide the HCPS with a list of proposed custodial and cleaning equipment and proposed quantities to be used.

   (b) The Proposer's Contract employees must be equipped with cellular telephones, with voice mail activated.

3. **SNOW REMOVAL**
   Proposer will provide the labor for maintaining snow and ice-free sidewalks. This will be done during normal operating hours and/or outside of normal operating hours as requested by HCPS to prepare schools for occupancy prior to, during, or following an inclement weather event. All school and office walkways will be cleared of snow with an environmental product. If snowfall accumulation is excessive, Proposer must consult with the Facilities Management Department and on-site Chief Custodian/Custodian II. The Facilities Management Department has the authority to authorize emergency measures by other contracted services.

4. **SERVICE MANAGER(S)**
   (a) The Proposer must assign a Service Manager(s) with a five (5) years of experience successfully managing custodial services. The Service Manager(s) must be available at the start of and throughout the contract term. The Service Manager(s) must be approved by the HCPS at the start of the contract term and at any point throughout the term when a change in the Service Manager(s) assignment is made.

   (b) The HCPS shall have the right to demand the discharge of unsatisfactory Service Manager(s) of Proposer, provided this demand is submitted in writing to Proposer. Actual discharge shall comply with all applicable laws. Proposer shall provide notice of any employee discharged by Proposer in writing with the name and reason. The Proposer shall return the employee’s Identification Badge and any other property of the HCPS immediately upon discharge. The Proposer shall provide a suitable replacement.
5. **STAFFING**
   (a) HCPS will implement one of the following Custodial Service Models in schools on an as
       needed basis, depending on the needs of the school. The current employees of HCPS will
       be retained and vacant positions filled through attrition by Awardee.
       1. Staff Augment Model
          a. HCPS Chief Custodian
          b. HCPS Custodian II – Shift 2 all locations
          c. HCPS Custodian II – Shift 1 where indicated in the Proposal
          d. HCPS Custodian I as assigned by HCPS
          c. Contract Custodian I as assigned by HCPS
       2. Contract Service Model—PILOT
          a. The Proposer will determine its staffing requirements which should be detailed
             in the Proposal
          b. HCPS Chief Custodian
          c. HCPS Custodian II – Shift 2 all locations
          d. HCPS Custodian II – Shift 1 where indicated in the Proposal
          e. Contract Custodian I as proposed by Proposer and approved by HCPS

6. **BENEFIT PACKAGE**
   (a) The Proposer will determine its staff benefit package which should be detailed in the
       Proposal.

7. **EMPLOYEES**
   (a) Proposer has the absolute right as permitted by law to hire whoever it selects as best suited
       for its operations. The HCPS reserves the right to refuse any employee upon notification to
       Proposer, as long as that refusal does not violate any federal and state laws. Proposer will
       establish the terms and conditions, under which any employee will be hired.

   (b) Proposer will have the sole responsibility to compensate its employees, including all applicable
       taxes, insurances and workers’ compensation and will be solely responsible for any losses
       incurred by the HCPS, resulting from dishonest, fraudulent or negligent acts on the part of its
       employees. All Proposer’s employees will comply with all rules and policies of the HCPS,
       which include but are not limited to its Safety and Sexual Harassment Policies. Proposer shall
       be solely responsible for the actions of its employees.

   (c) Employees of the successful Proposer must be thoroughly trained and qualified, and capable
       of performing the work assigned to them. Employees must be able to effectively communicate
       with the staff of the respective buildings.

   (d) Each full-time employee will be provided with a photo ID tag and uniform provided by the
       Proposer which must always be worn on HCPS property.

   (e) The HCPS shall have the right to demand the discharge of unsatisfactory employees of
       Proposer, provided this demand is submitted in writing to Proposer. Actual discharge shall
       comply with all applicable laws. Proposer shall provide notice of any Proposer employee
       discharged by Proposer in writing with the name and reason and Proposer shall return any
       property of the HCPS, assigned to the Proposer’s employee, immediately upon discharge.
       The Proposer shall provide a suitable replacement.

   (f) All Proposer employees shall meet all state, federal and local requirements and shall be in
       good physical and mental condition and of good moral character. Each employee shall have
       a criminal record check and be fingerprinted by the HCPS in accordance with HCPS
       policies prior to performing services under the contract and the Proposer shall be
responsible for any costs. The HCPS reserves the right to inspect the records of any or all employees of Proposer at any time during the term of the contract. Each employee shall be neat, clean, courteous, and capable.

(g) Every employee operating under the contract shall comply with all regulations, guidelines, and policies prescribed for employees under the provisions of federal, state, local law, and HCPS policy/procedure.

(h) Staffing hours are to be scheduled collaboratively with the School and Facilities Management Department. HCPS standard work hours are reflected in the following chart.

<table>
<thead>
<tr>
<th>Standard Work Hours (Shifts)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grade Level</td>
</tr>
<tr>
<td>Elementary</td>
</tr>
<tr>
<td>Secondary</td>
</tr>
</tbody>
</table>
| * | HCPS currently operates on a four (4) day – ten (10) hour/day operating schedule during the summer months. Upon mutual agreement, the work schedule of second shift custodial employees are adjusted to the first shift schedule.

(i) The Proposer must provide an itemized breakout of hourly wage rates.

8. Proposer must meet all standards of local, state and federal requirements, as it relates to custodial services.

9. Proposer must provide evidence of financial responsibility by submitting most recent corporate financial Statements.

10. Proposer must provide the most recent audited financial statement and credit report.

11. The proposal must include rate for overtime on the pricing page, in order to meet the specifications. No required amount of overtime is being set forth by the HCPS; rather, overtime should occur whenever it is required to meet the requirements in the specifications. Overtime must be approved by HCPS in advance.

12. The successful Proposer will be considered an independent Proposer and shall not be deemed to be an agent, servant, employee or representative of the HCPS.

13. The successful Proposer will be required to enter into contract incorporating all the requirements under these specifications.

14. Proposer shall repair and restore to its original condition any material or surface damaged by its operations at no cost to the HCPS.

15. All materials, supplies and equipment used by the Proposer shall be suitable and not harmful to the surfaces on which they are applied and shall be approved by the Facilities Management Department.

16. The Proposer will provide additional management as needed to assist in the transition of the contract (typically lasting one to two months).

17. Proposal must include a transition plan of action.

18. HCPS currently intends to continue providing cleaning supplies until the decision is made to phase in Proposer supplied products and services. Once the decision is made, the Proposer shall provide all cleaners, germicides and floor finishes to properly perform the scope of work. Upon this transition, custodial chemicals remaining in School HCPS inventories will be purchased by successful Proposer.
All chemicals shall be properly labeled and comply with applicable state or federal requirements. Documentation required by law for any chemical utilized within the scope of this contract shall be provided by the Proposer to the HCPS. The Proposer shall provide a list of supplies to be utilized in the scope of the contract. HCPS request Proposers to submit a proposal for phasing in provisions for cleaning supplies.

19. Proposer must include with its response the following items:

   (a) Policy/procedure & Procedures Operating Manual
   (b) Employee Training Program

5. **SPECIAL CONDITIONS**

   **INDEFINITE DELIVERY/INDEFINITE QUANTITIES**

   (a) This is an Indefinite Delivery/Indefinite Quantities (IDIQ) Contract that requires approval of award by the Board of Education of Harford County. HCPS reserves the right to order services as may be required during the Contract period, and reserves the right not to authorize/order any services.

6. **AWARD**

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

7. **CONTRACT TERM**

   The HCPS’s goal is to promote partner relationships in accordance with the policies and procedures of public procurement. Toward that end, the successful Respondent may be awarded a contract for a two (2) year base term with two (2) one-year renewals. Future renewals costs will be negotiated with the successful offeror.

8. **RFP CLOSING DATE**

   Proposals must be received by the Purchasing Office, Harford County Public Schools, Administration Building, 3rd Floor, 102 Hickory Avenue, Bel Air, MD 21014, no later than **2:30 p.m., local time, on February 19, 2020** Proposals received after this time will not be considered. Proposals may not be modified after the RFP closing date and time.

9. **DELIVERY OF PROPOSALS**

   All proposals shall be sealed and delivered or mailed to the above address faxes/e-mails will not be accepted. Mark package(s) RFP#20-BTH-030 Custodial Services

10. **PROVIDERS RESPONSIBILITIES**

    1. Successful, efficient operation and coordination of custodial services responsibilities in an educational environment.
    2. Capacity in providing effective employee/staff training on a variety of disciplines.
    3. Experience in providing consistent, exceptionally high quality, cost effective methodology and practices in maintaining facilities by professionally managing all functions involved with the scope of the contract.
    4. Each Proposer must provide at least three references that would attest to their proficiency in the above.
11. **PRE-PROPOSAL CONFERENCE**

A Pre-Proposal meeting will be held January 23, 2020, beginning at 1:00 PM EST. The location will be at the Purchasing Office for Harford County Public Schools Administration Building, 3rd Floor located at 102 South Avenue Bel, Air, Maryland 21014.

12. **PROPOSAL FORM**

a. See Section 19 Submittal Requirements for complete details.

The Provider shall not commence any operations or services on behalf of the Board of Education of Harford County (the Board) under this Contract until the Provider has obtained at the Provider’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 Provider 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. See B for details. Attachment

13. **PRESENTATIONS BY RESPONDENTS**

a. HCPS, at its sole discretion, may ask individual respondents to make oral presentations, informal telephone interviews and/or demonstrations without charge to HCPS.

b. HCPS reserves the right to require any respondent to demonstrate, to the satisfaction of HCPS, that the respondent has the fiscal and managerial abilities to properly furnish the services proposed and required to fulfill the contract. The demonstration must satisfy the Board and the Board shall be the sole judge of compliance.

c. Respondents are cautioned not to assume that presentations will be required and should include all pertinent and required information in their original proposal package.

d. It is HCPS’ intent to award a contract to the respondent deemed most advantageous to HCPS in accordance with the evaluation criteria specified elsewhere in this RFP. The Board reserves the right, however, to conduct post-presentation discussions with any respondent who has a realistic possibility of contract award including, but not limited to: request for additional information, competitive negotiations, and further best-and-final offers.

14. **WRITTEN EVALUATION CRITERIA**

Responses will be distributed to a selection committee for review and evaluation in accordance with this section. The committee will then convene to discuss, scores will be tallied and the committee shall make a recommendation of award.

15. **SCORING**

a. An adjectival scoring system shall be applied throughout the evaluation process for the evaluation of the written responses and the oral presentation/informal interviews. A score of 1 is the least favorable and a score of 5 is the most favorable in all sections.

b. The Respondent’s response will be scored by committee members in accordance with the following scale:

   1 = Inadequate: Not responsive to the question
   2 = Marginal: Responsive to the question but below acceptable standards.
   3 = Fair: Minimal acceptable performance standards and responsive to the question.
   4 = Good: Above minimum performance, effective and responsive to the question.
5 = Excellent: Exceeds expectations for effectiveness and responsiveness to the question.

16. **SUBMITTAL REQUIREMENTS**

All proposals shall include at minimum:

a. **Tab 1** – Management Plan Approach – Partnering – (Weighted Value 20) -- Provide the following information that is tailored specifically for HCPS: Include successful history of experience working in similarly sized institutions; proposed organization charts for the management structure; proposed support for HCPS schools. The plan must include all supporting documentation and forms to be utilized, as well as detail how HCPS will benefit from the proposed structure, including any expectations of the District to make this agreement a successful relationship.

b. **Tab 2** – Experience of Personnel – (Weighted Value 15) -- Relevant experience of your firm with similar experience, as described in the scope of services. Provide a detailed plan for proposed custodial operations and the plan must be specific to HCPS utilizing the information requested and provided in this specification. Proposer must provide:
   - Proposed transition personnel, with resumes;
   - Proposed supplies and equipment; define how long start-up personnel will remain on-site;
   - Proposed service manager schedule, availability, and experience.
   - Proposed staffing schedules detailing shifts and hours each employee works;
   - Proposed work schedules, detailing work areas and total square footage of areas;
   - Proposed project schedules and dates work scheduled to be completed;
   - Proposed inventory control forms;
   - Proposed hourly training schedules and forms;
   - Describe the depth of resources available in your firm

c. **Tab 3** – Technical Approach and Methodology/Transition Plan – Scope of Services (Weighted Value 20)
   - The Firm’s approach and methodology of how the services herein addressed will be provided. Submit any applicable artifacts.
   - Transition and Operational Plan
     - Assurance of seamless transition with consistent services
     - Continuity of service levels and minimization of risks to operations during the transition
     - Organization and staffing charts
     - Safety, Training, Quality Control and Employee Development

d. **Tab 4** – References – (Weighted Value 10)
   - Provide a minimum of three (3) reference letters from owner representatives for projects that your firm has provided or is providing services which are similar in scope to this RFP. Reference letters shall be current, dated within one (1) year of this solicitation. The reference from the owner representative must be provided on their letterhead, and include details regarding your Firm’s role, level of service provided, etc. Letters from Harford County Public Schools staff shall not be considered. All current contact information for references shall be included.
   - Provide contact information for two (2) former clients that have discontinued services with your Firm in the last 2 years.
   - HCPS reserves the right to request additional reference

e. **Tab 5** – Audited Financial Statement and Credit Report—Weighted Value 10)
f. **Tab 6—Exceptions to Draft Contract (Non-Scored)**

   Provide any exceptions to HCPS’s Professional Services Agreement (Attachment “G”). In addition, respondents must provide any and all documentation or agreements that you anticipate requesting HCPS to incorporate into the final agreement or sign as a result of this RFP award.

g. **Tab 7—Addenda (Non-Scored)**
   - Any addenda issued subsequent to the release of this solicitation must be signed and returned with the firm’s proposal. Failure to return signed addenda may be cause for the proposal to be considered non-responsive.

h. **Tab 8—Required Documents—Provided in order listed below (Non-Scored)**
   - Attachment “B” Insurance Requirements for Service/Consulting Contracts
   - Attachment “C” Debarment Certification
   - Attachment “D” Conflict of Interest Form
   - Attachment “E” Employment of Sex Offenders and Other Criminal Offenders Affidavit
   - Attachment “F” Anti-Bribery Affidavit
   - Attachment “G” Professional Services Agreement

All respondents shall properly complete, have notarized and attach all required documentation with their proposal.

All materials that qualify as “trade secrets” shall be segregated, clearly labeled and accompanied by an executed Non-Disclosure Agreement for Confidential Materials.

i. **Tab 9—Informational Documents (Non-Scored)**
   - Exhibit 2: Work Performed During School Year
   - Exhibit 3: Miscellaneous Responsibilities & Requirements
   - Exhibit 4: Sample Evaluation Report
   - Exhibit 5 Facilities Inventory (2018-2019): Available Upon Written Request
   - Exhibit 6: Custodial Staffing Chart: Available Upon Written Request
   - Exhibit 7: Custodial Services Job Descriptions: Available Upon Written Request
   - Exhibit 8: Site and Floor Plans: Available Upon Written Request

k. **Tab 10—Contract pricing page (Weighted Value 25)**
   - Exhibit 1: Facilities Inventory and Building Student Capacity Pricing Sheet
   - Include hourly rates and associated positions.
     - Total cost for the two-year initial base contract term, shall be included on the pricing page.
     - Costs for any renewal terms will be negotiated prior to contract.
   - Costs for any renewal terms will be negotiated, prior to renewal term start date.
     - The contract term will include three (3) additional one-year renewals, at the discretion of HCPS and the awardee performance.
## ATTACHMENT A: PROPOSED RFP DATE OF EVENTS

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 16, 2020</td>
<td>RFP Project Posted to HCPS Website and eMaryland Marketplace</td>
</tr>
<tr>
<td>January 23, 2020</td>
<td>Pre-Proposal Meeting NOT Required –Strongly Encouraged</td>
</tr>
<tr>
<td>January 30, 2020</td>
<td>Question Deadline - due before 2:30 PM</td>
</tr>
</tbody>
</table>
| February 4, 2020 | Addenda released (if necessary)  
Addenda addressing questions received prior to the question deadline will be posted on HCPS website and eMaryland Marketplace. |
| February 19, 2020| **Submittals Due before 2:30 PM**  
Deliver to: Purchasing Office  
Harford County Public Schools  
Administration Building – 3rd Floor  
102 South Hickory Avenue  
Bel Air, MD 21014 |
| March 3, 2020    | Committee to Evaluate Submittals                                                                                                          |
| March 5, 2020    | Selection Committee Recommendation                                                                                                         |
| March 9-11, 2020 | Interviews (if required)                                                                                                                  |
| April 7, 2020    | Board Approval of Contract                                                                                                                |
| April 10, 2020   | Award Posted                                                                                                                               |

*Note: The above dates are proposed and subject to change.*
ATTACHMENT B: INSURANCE REQUIREMENTS

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.
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.
Offerors/Contractors:

- **Use of this actual template is not required.** This template is provided as a sample for the kind of information HCPS has found to be vital for proper personal COI analysis. If the offeror/contractor uses its own template or form for personal conflict of interest information collection and disclosure, the offeror/contractor should ensure that, at a minimum, the information captured on this template is collected.

- **Personal Conflict of Interest Financial Disclosure information shall NOT BE submitted to HCPS.** However, such information shall be collected and analyzed for all Governing Body members (e.g., Board of Directors, Trustees, etc.), and principals of the organization as defined by FAR 52.203-13, Contractor Code of Business Ethics and Conduct, and for each manager and key personnel who would be, or are involved with, the performance of the contract. NOTE: References to organizational and/or personal conflicts of interest will be referred to individually and collectively as conflicts of interest (COI).

- **Compliance Officer Analysis.** Offeror/Contractor Compliance Officer Analysis of Individual Personal Conflicts Of Interest is required – See end of this template for a sample of Reporting Employee Disclosure and analysis.

Reporting Employee (Also includes Board of Director members or others, as applicable):

- Please complete the “Reporting Employee Information” below that will identify you as the reporter. None of the below information will be submitted to the government; it is for internal collection and analysis only. However, if you have concerns regarding personal information requested in this Form, please consult with your company’s Compliance Officer.

- Read the instructions for Parts I through IV (Identified in Blue Headers) on the following pages.

- General Statements (Below Reporting Employee Information): If you selected “Yes” for any statement, you must describe the reportable interests in the corresponding Parts I, II, III, and/or IV below in the Purple Header Sections. If additional space is required, please expand the space provided or provide additional pages.

- Sign and date the disclosure of information. This disclosure information and signature page will remain with the contract file.

- Submit completed documents to the appropriate Purchasing Agent.

**REPORTING EMPLOYEE INFORMATION**

<table>
<thead>
<tr>
<th>Company</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business/Unit and Address</td>
</tr>
<tr>
<td>Updated __</td>
</tr>
<tr>
<td>Initial __ Annual __ Updated __</td>
</tr>
</tbody>
</table>

**General Statements (Reporting Employee - For each statement below, check “Yes” or “No.” For more detail or further instructions, see the following sections I thru IV below.)**

<table>
<thead>
<tr>
<th></th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>I.</td>
<td>I have reportable assets or sources of income for myself, my spouse/domestic partner and/or any dependent of the respondent.</td>
<td></td>
</tr>
<tr>
<td>II.</td>
<td>I have reportable liabilities for myself, my spouse/domestic partner and/or any dependent of the respondent.</td>
<td></td>
</tr>
<tr>
<td>III.</td>
<td>I have reportable outside positions for myself, my spouse/domestic partner and/or any dependent of the respondent.</td>
<td></td>
</tr>
<tr>
<td>IV.</td>
<td>I have reportable gifts and/or travel reimbursements for myself.</td>
<td></td>
</tr>
</tbody>
</table>
**IMPORTANT DEFINITIONS**

**Dependent** – A son, daughter, stepson or stepdaughter who is either unmarried and under age 21 and living in the filer’s house, or considered dependent under the U.S. tax code.

**Diversified Mutual Fund** – A mutual fund that does not have a stated policy of concentrating its investments in one industry, business, or single country other than the United States.

**Sector Mutual Fund** – A mutual fund that concentrates its investments in an industry, business, single country other than the United States, or bonds of a single state within the United States.

<table>
<thead>
<tr>
<th>Reportable Asset #</th>
<th>Description of Asset</th>
<th>$ Amount</th>
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<tbody>
<tr>
<td>1</td>
<td></td>
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<td>4</td>
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</tbody>
</table>

**LIABILITIES**

**REPORTABLE LIABILITIES**

<table>
<thead>
<tr>
<th>Name of creditor (include City and State where creditor is located)</th>
<th>Type of liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
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<tr>
<td>2</td>
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<td>3</td>
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</table>

**ADDITIONAL POSITIONS**

<table>
<thead>
<tr>
<th>Report for Yourself:</th>
<th>Do Not Report:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REPORTABLE POSITIONS</strong></td>
<td></td>
</tr>
<tr>
<td>Organization (Include city and state where organization is located)</td>
<td>Position</td>
</tr>
<tr>
<td>1</td>
<td></td>
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<tr>
<td>2</td>
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<tr>
<td>3</td>
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<td>4</td>
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</tbody>
</table>
### GIFTS AND/OR TRAVEL REIMBURSEMENTS

<table>
<thead>
<tr>
<th>Source</th>
<th>Description</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td></td>
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<td>2</td>
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</tbody>
</table>

### PERSONAL CONFLICTS OF INTEREST

### FINANCIAL DISCLOSURE

### EMPLOYEE SIGNATURE PAGE

#### CERTIFICATION OF REPORTING EMPLOYEE:

I, [Print Name], certify that the statements I have made herein and on all attachments are true, complete, and correct to the best of my knowledge.

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date (mm/dd/yy)</th>
</tr>
</thead>
</table>
ATTACHMENT E: EMPLOYMENT of SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS AFFIDAVIT

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.
8) Contractors shall comply with the requirements of House Bill 486 passed by the General Assembly in 2019, regarding screening of applicants for employment.

   a. Effective July 1, 2019
   b. MSDE Guidance for House Bill 486 – Child Sexual and Sexual Misconduct Prevention) can be found online at www.marylandpublicschools.org.
   c. Submission of Section 000325 Contract Affidavit (HB 486/SB 541Compliance) is required to be submitted prior to award of contract.

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)
ATTACHMENT F: ANTI-BRIBERY AFFIDAVIT

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

2. **REMEDIES AND TERMINATION**

   2.1. **Correction of Errors, Defects, and Omissions** – The Provider agrees to perform work as may be necessary to correct errors, defects, and omissions in the services required under this agreement without undue delays and without cost to HCPS. The acceptance of the work set forth herein by HCPS shall not relieve the Provider of the responsibility.

   2.2. **Set-Off** – HCPS may deduct from and set-off against any amounts due and payable to the Provider any back-charges or damages sustained by HCPS by virtue of any breach of this agreement by the Provider to perform the services or any part of the services in a satisfactory manner. Nothing herein shall limit the liability of the Provider for damages and HCPS may affirmatively collect damages from the Provider.

   2.3. **Termination for Default**

      2.3.1. If the Provider fails to fulfill its obligations under this Agreement properly and on time, otherwise violates any provision of the Agreement, HCPS may terminate the Agreement by written notice to the Provider. The notice shall specify the acts of omissions relied on as cause for termination.

      2.3.2. All finished or unfinished supplies and services provided by the Provider, shall at HCPS’ option, become HCPS property. HCPS shall pay the Provider fair and equitable compensation for satisfactory performance prior to receipt of Notice of Termination, less the amount of damages caused by Provider’s breach.

      2.3.3. If the damages are more than the compensation payable to the Provider, the Provider will remain liable after termination and HCPS can affirmatively collect damages.

   2.4. **Termination for Convenience** – HCPS may terminate all or part of the work required under this Agreement for the convenience of HCPS with a thirty (30) day notification. In the event of such termination, the Agreement Administrator shall determine the costs the Provider has incurred to the date of termination and such reasonable costs associated with the termination. HCPS shall pay such costs as determined by the Agreement Administrator to the Provider together with reasonable profit reasonably earned by the Provider to the time of termination but not to include any profit not earned as of the date of termination.
2.5. **Obligations of Provider upon Termination** – Upon Notice of Termination, the Provider shall:

2.5.1 Take immediate action to orderly discontinue its work and demobilize its work force to minimize the occurrence of costs.

2.5.2 Take such action as may be necessary to protect the property of HCPS, place no further orders or sub Agreement, assign to HCPS in the manner and to the extent directed by HCPS all of the right, title and if ordered by HCPS possession and interest of Provider under the orders or sub Agreements terminated.

2.5.3 Deliver to HCPS all materials, equipment, data, drawings, specifications, reports, estimates, and such other information accumulated by the Provider which has been or will be reimbursed under this agreement after taking into account any damages that may be payable to HCPS. Title to such items shall be transferred to HCPS.

2.6. **Remedies Not Exclusive** – The rights and remedies contained in these terms and conditions are in addition to any other right or remedy provided by law, and the exercise of any of them is not a waiver of any other right or remedy provided by law.

3. **ORDER OF PRECEDENCE**

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

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

4. **CONTRACT TERM**

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

4.2. The term for this Agreement is _______________________.

*Note:* Payment for work that began under Agreement # __________ will be paid under the purchase order issued in ______.

5. **WAIVER OF RIGHT**

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

6. **INITIATION OF WORK**

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

7. **GOVERNING LAW AND DISPUTE RESOLUTION**

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

7.2. Alternative Dispute Resolution (ADR) is the agreed method for resolving disputes that may result from the contractual relationship arising in reference to this 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.

7.3. Any ADR hearing or arbitration will take place in the State of Maryland.

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

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

9. **COMPLIANCE WITH LAW**

9.1. The Provider hereby represents and warrants that it is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified.

9.2. The Provider hereby represents and warrants it is not arrears with respect to the payment of any monies due and owing the County or State, of any department or agency thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this agreement.

9.3. The Provider shall comply with all Federal, State and Local law, ordinances and legally enforceable rules and regulations applicable to its activities and obligations under this agreement.

9.4. The Provider 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.

9.5. The Provider must be fully licensed in all trades or special areas that require a license by Local, State, and Federal authorities.

9.6. It is the Provider’s responsibility to notify HCPS of lapses in, suspension of or termination of special permits and licenses required under the Agreement.

10. **RESPONSIBILITY FOR CLAIMS AND LIABILITY**

10.1. 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 therefrom. Indemnitor expressly indemnifies Indemnitee for the consequences of any negligent act or omission of the Indemnitor or any of the Indemnitee’s employees, agents, officials or volunteers or anyone for whose acts the Indemnitor may be liable, unless such act or omission constitutes gross negligence or willful misconduct.

10.2. In claims against any person or entity indemnified within this indemnification by an employee of the Awarded Provider, a sub-Provider, 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 Provider or a sub-Provider under Workers’ Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

11. **INSURANCE**

11.1. Review in detail the insurance requirements contained in the attached document. These requirements have been established by the Maryland Association of Boards of Education Group Insurance Pool. Failure to comply with these insurance requirements may render the proposal as non-responsive.

11.2. The Provider shall take proper safety and health precautions and to protect their work, their employees, the public and the property of others from any damage or injury resulting solely from the performance of the work described herein.

11.3. HCPS shall not be liable for any injuries to the employees, agents, or assignees of the Provider arising out of, or during the course of the agreed upon work relating to this agreement.
11.4. The Provider has in force, or shall obtain, and will maintain insurance in not less than the amounts specified and accordance with the requirements contained in the attached insurance requirements.

12. **STAFF**

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

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

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

14. **NONDISCRIMINATION**

14.1. The Provider shall comply with all Federal and State anti-discrimination laws in the performance of this Agreement.

14.2. Harford County Public School System does not discriminate on the basis of race, color, sex, age, national origin, religion, sexual orientation, or disability in matters affecting employment or in providing access to programs. Inquiries related to the policies of the Board of Education of Harford County should be directed to the Manager of Communications, 410-588-5203.

14.3. The Provider 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.

14.4. In the event the Provider is deemed noncompliant with the nondiscrimination clause of this Agreement, this Agreement may be canceled, terminated or suspended in whole or in part.

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

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

15.2. No employee of the Provider 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 Provider or any unit thereof.

16. **FINANCIAL DISCLOSURE**

The Provider 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 Agreements, 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 Agreements, 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.

17. **POLITICAL CONTRIBUTION DISCLOSURE**

Provider 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.

18. **RETENTION OF RECORDS**

The Provider 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.

19. **LANGUAGE/GENDER**

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

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

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

20. **DISSEMINATION OF INFORMATION**

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

21. **PROVIDER’S OBLIGATION**

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

21.2. The Provider shall perform the services with that standard of care, skill, and diligence normally provided by a provider in the performance of services similar to the services hereunder.

21.3. Notwithstanding any review, approval, acceptance, or payment for the services by HCPS, the Provider shall be responsible for professional and technical accuracy of its work furnished by the Provider under this agreement.

21.4. HCPS review, approval, or acceptance of, or payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Provider shall be and remain liable to HCPS in accordance with applicable law for all damages to HCPS caused by the Provider’s negligent performance of any or the services furnished under this Agreement.

21.5. The rights and remedies of HCPS provided for under this Agreement are in addition to any rights and remedies provided by law.

21.6. In case of any apparent conflict between the specifications and such laws, ordinances, etc., the Provider shall call to the attention of the applicable HCPS designee(s) to such conflict for a decision before proceeding with any work.

21.7. Any deviations to the specifications or statement of work must be clearly noted in detail by the Provider, in writing, at the time of submittal of the formal proposal.

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

22. **CHANGES, ALTERATIONS, OR MODIFICATIONS**

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

22.2. If such changes cause an increase or decrease in the Provider’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 Provider for adjustment under this clause must be asserted in writing with thirty (30) days from the date of receipt by the Provider 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.

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

23. **SUB-PROVIDER OR ASSIGNMENT**

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

24. **DELAYS AND EXTENSIONS**

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

25. **ILLEGAL IMMIGRANT LABOR**

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

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

26.1. 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 Proposer, the Awarded Proposer 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.

26.2. Provider acknowledges and agrees that, pursuant to Section §6-113 of the Education Article of Maryland Code, Provider is prohibited from knowingly assigning or permitting its Sub-Provider from knowingly assigning any of the Provider’s or Sub-Provider’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.

26.3. 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;
26.4. 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

26.5. 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.

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

26.7. The apparent low Proposer 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.

27. **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.

21.1 IN ADDITION to the above requirements, Contractors shall comply with the requirements of House Bill 486 passed by the General Assembly in 2019, regarding screening of applicants for employment.

21.1.1 Effective July 1, 2019
21.1.2 MSDE Guidance for House Bill 486 – Child Sexual and Sexual Misconduct Prevention) can be found online at www.marylandpublicschools.org.
21.1.3 Submission of Section 000325 Contract Affidavit (HB 486/SB 541Compliance) is required to be submitted prior to award of contract.

28. **SEX OFFENDER REGISTRATION**

Section §11-722 of the Criminal Procedure Article of the Maryland Code prohibits any person with an Agreement 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.

29. **LABOR AND RATES OF PAY**
29.1. The Awarded Provider 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.

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

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

The Awarded Provider 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.

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

ATTEST:

______________  
Name: __________________________
Title:__________________________
Date: _________________________

ATTEST:

______________  
Name: __________________________
Title:__________________________
Date: _________________________

HARFORD COUNTY PUBLIC SCHOOLS:

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

PROVIDER: __________________________

Name: __________________________
Title:__________________________
Date: _________________________
Exhibit 1:

HOPS

Facilities Inventory and Building Student Capacity Pricing Sheet
<table>
<thead>
<tr>
<th>TABLE # 1</th>
<th>SCHOOLS</th>
<th>Region</th>
<th>Orig. Year Built</th>
<th>Year Renov</th>
<th>Student Building Capacity (SRC)</th>
<th>9/30/2018 Head Count Enrollemen t</th>
<th>Relocatable Classrooms (Local)</th>
<th>Acreage</th>
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<th>Custodian I Positions Proposed Each Building</th>
<th>Price Proposal Each Building</th>
<th>Total Price Proposal Each Building</th>
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<th>Total Price Proposal Each Building</th>
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### TABLE # 1

#### SCHOOLS

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<th>State</th>
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<th>Total Sq. Ft.</th>
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<th>Custodian I Positions Proposed Each Building</th>
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#### SPECIAL

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<th>Custodian I Positions Proposed Each Building</th>
<th>Price Proposal Each Building</th>
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<td>* Price Proposal associated with staffing each building with the assumption the Bidder will be assigned all Custodian I cleaning responsibilities.</td>
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**TABLE #2**

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3) Site and floor plans can be made available upon request.

**TABLE #3**

**Other Management Services**

**if applicable**
Exhibit 2:

Work Performed During School Year
WORK PERFORMED DURING SCHOOL CALENDAR MONTHS:
This work is done on a daily, weekly or monthly basis to assure good housekeeping standards and a clean, safe environment for the students, parents and staff of the building.

ALL CLASSROOMS/ OFFICES:
1. Empty and clean trashcans and replace liners  
   Daily
2. High, medium and low dusting (all surfaces)  
   Daily
3. Spot mop tile and wood floors  
   Daily
4. Wet mop tile and wood floors  
   Weekly
5. Remove gym from floors  
   Daily
6. Spot clean walls, doors, door frames and hardware  
   Daily
7. Clean door windows  
   Daily
8. Wash chalkboards and rails  
   Daily
9. Clean sinks  
   Daily
10. Wash furniture  
    Daily
11. Wash walls in classrooms  
    Daily
12. Wash lockers inside and outside  
    Daily
13. Refill paper towel dispensers  
    Daily
14. Vacuum and spot clean all carpets  
    Daily
15. Clean/polish non-student desks  
    Daily
16. Replace trash can liners.  
    Daily
17. Burnish floor tile in offices  
    Monthly
18. Secure all interior doors  
    Daily
19. Clean vents  
    Daily
20. Clean widows and sills  
    Daily
21. Empty pencil sharpeners  
    Daily
22. Dust blinds  
    Weekly
23. Clean water fountains  
    Daily
24. Scrub walls  
    Weekly

GYMS/ MULTIPURPOSE ROOMS. (AS IN ABOVE) PLUS:
1. Auto scrub floors  
   Weekly
2. Dust Mop Floors  
   Daily
3. Clean trash from bleachers (walkways, underneath, seats) Daily
4. Spot clean spills on bleachers Daily
5. Clean vents Daily
6. Empty and clean trashcans and replace liners Daily
7. High, medium and low dusting (all surfaces) Daily
8. Clean water fountains Daily

STADIUMS

1. Pick up trash around stadium Daily
2. Empty and clean trashcans and replace liners Daily
3. Sweep stands and seats Daily
4. Clean bathrooms (As described below) Daily
5. Dust and wet mop team rooms Daily
6. Clean team room restrooms (as described below) Daily
7. Clean water fountains Daily

SWIMMING POOL AREAS

1. Pool area swept Daily
2. Locker rooms (as stated below) Daily
3. Restrooms (as stated below) Daily
4. Shower rooms (as stated below) Daily
5. Empty and clean trashcans and replace liners Daily
6. Sweep stands and seats Daily
7. Water fountains Daily

RESTROOMS

1. Empty and clean trashcans inside and out and replace liners Daily
2. Complete dusting Daily
3. Clean walls, doors, mirrors, ledges and partitions Daily
4. Refill paper towels, toilet tissue, hand soap and feminine hygiene liners Daily
5. Clean paper towel, toilet tissue, hand soap and feminine hygiene dispensers Daily
6. Sanitize all porcelain sinks, urinals and toilets Daily
7. Clean all furniture and fixtures (chrome) and sanitize Daily
8. Wet mop floors with sanitizing agent Daily
9. Neutralize floors Weekly
10. Top scrub floors Monthly
11. Wash walls  
12. Clean vents  
13. Check proper functions of toilets, urinals and sinks  
14. Check floor drains function properly  
15. Apply bowl cleaner  
16. Scour sinks  
17. Scrub around toilet bases and between urinals  
18. Dust window ledges  
19. Clean windows  

**CORRIDORS/ STAIRS/ ENTRANCES**

1. Dust mop  
2. Spot mop  
3. Wash all woodwork in corridors and handrails  
4. Spot clean walls, doors and lockers  
5. Scrub edges, corners, and doorways  
6. Wash walls, doors and doorframes  
7. Clean door glass  
8. Sanitize drinking fountains  
9. Vacuum entrance mats and spot clean  
10. Burnish hard surface flooring  
11. Empty and clean trashcans and replace liners  
12. Secure all doors and windows  
13. Clean vents  
14. High, medium and low dusting (all surfaces)  
15. Clean corners, edges and doorways  
16. Clean windows  
17. Sweep corners and behind fire doors  
18. Spot clean locker fronts  
19. Clean handrails  
20. Clean water fountains  

**LOCKER ROOMS/ SHOWER ROOMS:**

1. Dust and spot clean lockers  
2. Scrub lock fronts
3. Sanitize shower rooms (walls and floors) Daily
4. Scrub showers Weekly
5. Mop and sanitize floors Daily
6. Empty and clean trashcans and replace liners Daily
7. Wash lockers outsides Daily
8. Clean vents Daily
9. High, medium and low dusting (all surfaces) Daily
10. Water fountains Daily

CUSTODIAL CLOSETS
1. Keep clean and organized at all times. Daily
2. Keep sinks clean and wiped out. Daily
3. Keep supply inventory stored properly. Daily

AUDITORIUM/ STAGE/ PLANETARIUM
1. Empty and clean trashcans and replace liner Daily
2. Sweep floor Daily
3. Vacuum floor Daily
4. High, medium and low dusting Daily
5. Spot extract or Spot mop Daily
6. Clean vents Daily
7. Water fountains Daily

ELEVATORS
1. Sweep floor Daily
2. Wet mop floor Daily
3. Wipe down walls Daily
4. Disinfect buttons Daily

CAFTERIA
1. Empty and clean trashcans and replace liners Daily
2. Clean tables Daily
3. Sweep floors Daily
4. Wash floors with a mop or auto scrubber Daily
5. Wash walls Daily
6. Clean vents Daily
7. High, and low dusting (all surfaces) Daily
8. Water fountains Daily
KITCHEN
1. Empty and clean trashcans and replace liners Daily
2. Clean vents Daily

OTHER DUTIES ON NIGHTTIME AND DAYTIME SHIFTS (all on AS NEEDED Basis)
1. Set up, break down, and cleanup of activities
2. Cleanup bodily fluids
3. Snow removal (shovel and salt egresses, sidewalks, and doorways)
4. Moving of furniture
5. Emergency cleanup (water pipe break, broken glass, Etc.)
WORK PERFORMED DURING SUMMER MONTHS:

Summer cleaning is done in a top to bottom fashion. Everything is to be detailed and complete prior to the start of the school year.

CLASSROOMS/ OFFICE AREAS
1. Clean furniture (desks, chairs and tables)
2. Clean coat closets, cabinets, and chart carts.
3. Remove everything from room that can be moved
4. Empty and clean trashcans inside and out and replace liners
5. Refinish floors (strip every 3 years, top scrub)
6. Wax (4 coats if stripped, 1 to 2 coats if top scrubbed)
7. Extract carpeted areas
8. Clean walls
9. Clean sinks
10. Clean windows, door windows and sills
11. Clean blinds
12. High, medium, and low dusting
13. Clean ceiling fans
14. Restock paper towels if needed
15. Clean vents and vacuum heating units
16. Wash all woodwork, trim, ledges, doors and door frames
17. Scrub water fountains

COORIDORS/ STAIRCASES/ ENTRANCES
1. Wash walls
2. Wash lockers (inside and out)
3. Empty and clean trashcans inside and out and replace liners
4. High, medium and low dusting
5. Refinish floors (strip or top scrub)
6. Wax (4 coats if stripped, 1 to 2 coats if top scrubbed)
7. Clean windows
8. Clean vents
9. Extract carpeted areas
10. Scrub water fountains
11. Clean showcase glass and shelves

ELEVATORS
1. Wipe down walls
2. Refinish floor

RESTROOMS
1. Clean toilets
2. Clean sinks
3. Empty and clean trashcans inside and out and replace liners
4. Wipe walls
5. Wipe vestibules
6. Clean vents
7. Clean light fixtures
8. Top scrub floors
9. High, medium and low dusting (all surfaces)

LOCKER ROOMS/ SHOWER ROOMS
1. Clean walls
2. Empty and clean trashcans inside and out and replace liners
3. Clean lockers inside and out
4. Clean restrooms in locker room (as stated above in restrooms)
5. High, medium, and low dusting (all surfaces)
6. Clean vents
7. Scrub shower walls and floors
8. Top scrub flooring

GYM/ STORAGE AREAS
1. Clean walls
2. Empty and clean trashcans inside and out and replace liners
3. Clean stands
4. Refinish floors (wooden, tiled, rubber)
5. Clean vents
6. High, medium and low dusting (all surfaces)

AUDITORIUM/STAGE/PLANETARIUM
1. Clean walls
2. High, medium, and low dusting (all surfaces)
3. Extract carpets
4. Refinish floors
5. Keep clean as needed for events
6. Clean vents
7. Empty and clean trashcans inside and out and replace liners

POOLS
1. Scrub decking
2. Scrub stands
3. Clean locker rooms (as stated above in locker rooms section)
4. Scrub walls
5. Scrub showers
6. Clean windows
7. Clean vents
8. Empty and clean trashcans inside and out and replace liners
9. High, medium and low dusting (all surfaces)

STADIUMS
1. Clean team rooms (same as locker rooms in above locker room section)
2. Clean restrooms (see restroom cleaning above)
3. Top scrub concessions floors
4. Scrub stands
5. Empty and clean trashcans inside and out and replace liners
6. Keep clean as needed due to events
7. Clean vents

CAFETERIA
1. Clean walls
2. Clean tables
3. Clean windows
4. Clean doors
5. Clean blinds
6. Refinish floors (stripped every 3 years or top scrub)
7. Wax (4 coats if stripped, 1 to 2 coats if top scrubbed)
8. Clean vents
9. Empty and clean trashcans inside and out and replace liners
10. High, medium and low dusting (all surfaces)

KITCHEN
1. Top scrub floor
2. Clean vents
3. Empty and clean trashcans and replace liners

OTHER DUTIES IN THE SUMMER MONTHS
1. Set up, break down, and cleanup of activities
2. Cleanup bodily fluids
3. Moving of furniture
4. Clean up after summer school programs
5. Emergency cleanup (water pipe break, broken glass, Etc.)
## Equipment, Supplies and Chemicals

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* Equipment, supplies, and chemicals used to clean and maintain HCPS facilities
Exhibit 3:

Miscellaneous Responsibilities & Requirements
MISCELLANEOUS RESPONSIBILITIES & REQUIREMENTS

The performance of this contract will include, but may not be limited to, providing custodial personnel to perform the following “miscellaneous” custodial duties. In providing services, consideration is to be given to the guidance provided herein. Additionally, the successful Bidder will be required to provide contract management and support services needed to successfully implement the Custodial Services Program in HCPS schools and offices.

It is to be understood that, in each school and office facility, custodians are there to support the school principal, staff, and community facility users. As such, unscheduled needs will arise and will need to be addressed by the custodial staff. Custodians assigned to HCPS facilities must be available to support the normally recurring miscellaneous duties that include:

A. Flag raising and lowering (as needed)

B. Securing of facility

1. Bidder’s employees may be assigned the responsibility for unlocking necessary doors at all schools upon arrival, relocking necessary doors at start of school, unlocking necessary doors after school ends and locking all doors before leaving at night. HCPS will determine when it is necessary to assign this responsibility to a contract custodian.

2. Bidder’s employees will, in accordance with procedures established and enforced by the Bidder, clean each classroom, lab or office complex completely and then secure said area before continuing to other areas of the building.

3. Bidder’s employees will be responsible for securing the building and areas as directed by the HCPS. At the end of the nightly work shift, all doors shall be checked to ensure that all are closing properly. Employees will be familiar and be able to operate all alarm systems and will be familiar with HCPS key plans.

4. Bidder’s employees will not disturb papers on desks, open drawers and cabinets, use telephones for personal calls, use radios, television sets, or tamper with any personal property or any equipment belonging to the School HCPS or any person or group using school premises.

5. Bidder’s employees will report to the Chief Custodian or Custodian II who, in turn will follow standard HCPS communication protocol for reporting facility related issues, anything out of the ordinary such as doors unlocked, clogged toilets or drains, broken fixtures, lights out of order, etc. All classroom doors will be locked after school is out, unless the classrooms are being cleaned or used by after school programs. HCPS and the successful Bidder will work collaboratively to establish reporting protocols and requirements involving the Bidder’s Service Manager.

C. Morning check of functional integrity of the building, i.e. hot water, heat, leaks, emergency exits, etc.

1. HCPS Custodial Coordinator, Chief Custodian and/or Custodian II will routinely inspect HCPS facilities and check for compliance with the cleaning expectations. A written summary of the results of inspections will be given to the building principals and Bidder.

D. Moving furniture, athletic equipment, and bleachers.

E. Set-up and breakdown for meetings and graduations, guest speakers, sporting events or other events.

F. Assisting in receiving and transporting of supplies and equipment in and among all schools.

G. Check buildings and respond to any and all fire or burglar alarms during and after normal hours.

1. HCPS Custodial Coordinator, Chief Custodian and/or Custodian II will respond to fire/burglar alarms after normal hours. If it becomes necessary for the Bidder’s employee to be assigned this responsibility, the
“emergency response rate” as submitted in response to this solicitation will be used to determine payment.

H. Incidental graffiti removal - interior and exterior.

I. Reporting observed safety hazards, and facility operational and maintenance needs/deficiencies.
   1. Bidder’s employees will report to Bidder’s supervisors, who in turn report to the HCPS, anything out of the ordinary, such as doors unlocked, plugged toilets or drains, broken fixtures, lights out of order, etc.

J. Scheduling work around evening and summer activities.

K. Maintain snow and ice-free walkways.

L. Other duties as assigned.

M. Only those lights necessary for cleaning in those areas where employees are working will be used. All other lights will be turned off, except for those lights being used for night security.

N. Cleaning of grills and vents, including unit ventilators and heating units.

O. Provide local police with emergency contact phone numbers as needed.

P. Bidder’s Service Manager should be available for HCPS meetings.

Q. The following areas will receive routine cleaning and maintenance as outlined in Exhibit 2 and based on their usage during the school year and summer.
   1. All Classrooms/ Offices
   2. Gyms/ Multi-Purpose Rooms
   3. Stadiums
   4. Swimming Pool Areas
   5. Restrooms
   6. Corridors/ Stairs/ Entrances
   7. Locker Rooms/ Shower Rooms
   8. Custodial Closets
   9. Auditorium Stage/ Stage/ Planetarium
   10. Elevators
   11. Cafeteria
   12. Kitchen
   13. Other Duties as Assigned

R. Professional Management

Bidder will provide administrative and technical support in the management of HCPS’ Custodial Service program.

1. Provide a Service Manager who will provide the management oversight of all contract employees and collaborate with HCPS to implement effective and efficient custodial services practices.

2. Direct the employees in a manner providing for effective coordination of skills, time, facilities, supplies, equipment, and purchased services.

3. Undertake aspects of personnel management with respect to those provisions outlined in this solicitation.
4. Include purchasing of all materials or services for facilities services in compliance with HCPS policy/procedure and in compliance with local, state and federal requirements.

5. A monthly Building Inspection report will be filed each month (or more frequently if requested by the school administrator). The building inspection done for buildings staffed per the Contract Service Model will be done by the Custodial Coordinator and the Bidder Service Manager. The purpose of this inspection is to ensure that the buildings are maintained in a safe and clean manner, and that cleaning expectations are met.

S. Safety and Compliance

1. Aid the HCPS with respect to the HCPS’s policies, procedures, designs, equipment and furnishings to facilitate compliance with applicable building codes, fire prevention codes, occupational safety and health codes and standards, and the effective Life Safety Codes.

2. The Bidder shall be responsible for instructing employees in safety measures considered appropriate by the HCPS. In addition, the Bidder shall not permit the placing or use of mops, brooms, or other equipment in traffic lanes or other locations in such a manner as to create potential safety hazards and will provide appropriate remedial measures to identify hazards.

3. Make recommendations to produce safe custodial practices and eliminate hazards HCPS-wide.

4. Upon notification to Bidder of an incident, Bidder shall administer an incident reporting system to include investigation and evaluation of incidents.

5. Provide safety-related information, including training in Right to Know, Blood Borne Pathogens, OSHA requirements and regulations, and presentations for new, and continuing education of all employees.

Exhibit 4:

Sample Evaluation Report
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<th>EXCELLENT</th>
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