



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

---

## **REQUEST FOR PROPOSAL**

### **Invitation Notice** **External Audit Services** **RFP #026.18.B1**

To All Interested Auditor Service Providers:

The Howard County Public School System (HCPSS) invites your submittals to provide external audit services to the Howard County Public School System as specified in the attached Request for Proposals (RFP) No. 026.18.B1.

RFP documents may be obtained on **January 29, 2018** at the Howard County Department of Education, Purchasing Office, 10910 Clarksville Pike, Ellicott City, MD 21042 or online at [www.hcpss.org/about-us/purchasing/current-bids/](http://www.hcpss.org/about-us/purchasing/current-bids/).

The Purchasing Office's contact for this solicitation is Mr. Douglas Pindell, [dpindell@hcpss.org](mailto:dpindell@hcpss.org), (410) 313-6722.

**A Pre-proposal Meeting will be held on February 7, 2018 at 3:00 PM at the HCPSS Central Office Building; 10910 Clarksville Pike, Ellicott City MD.**

Submittals shall be in a sealed envelope clearly marked "RFP", "Audit Services" "RFP #026.18.B1", to the Howard County Department of Education, Purchasing Office, 10910 Clarksville Pike, Ellicott City, Maryland 21042 no later than **February 16, 2018 at 3:00 PM**. Late Proposals will not be accepted. It is the submitting Firms responsibility to insure that Proposals are delivered to the Purchasing Office prior to the scheduled opening time.

It is the submitting firm's sole responsibility to regularly visit the HCPSS Purchasing web site listed above to download and acknowledge receipt of all Addenda. It is highly recommended that submitting firm ascertain if they have received all the addenda issued prior to submitting their proposal. Failure of any submitting firm to receive any such Addenda or interpretation may not relieve such submitting firm from obligation under his/her proposal as submitted.

All questions shall be directed, in writing, to Mr. Pindell, [dpindell@hcpss.org](mailto:dpindell@hcpss.org). Under no circumstances are firms, including third party vendors or their staff, to contact any other HCPSS Staff, employees or any related constituency for purposes associated with this solicitation, including but not limited to, obtaining or providing information. **Firms failing to comply with this requirement may be disqualified.**

The Board reserves the right to waive any informalities in, or to reject any or all bids

Certified Minority Business Enterprises are encouraged to respond to this solicitation notice.

Please return the attached **NO BID REPLY FORM** if your firm does not bid this project. This form may be faxed to (410) 313-6789.

Douglas Pindell, CPPO  
Director of Purchasing



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

---

THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM  
10910 Clarksville Pike  
Ellicott City, Maryland 21042

**NO Bid/Response REPLY FORM**

Sealed Bid for: External Audit Services

Bid Number: 026.18.B1

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

To assist us in obtaining good competition on our Request for Bids, we ask that each firm that has received an invitation, but does not wish to submit, state their reason(s) below. This information will not preclude receipt of future invitations unless you request removal from the Bidders' List by so indicating below. This form may be emailed to the Purchasing representative noted in this solicitation or faxed to (410) 313-6789.

We must offer a "No Bid" at this time because:

- \_\_\_\_\_ 1. We do not wish to submit under the terms and conditions of the Bid document. Our objections are:  
\_\_\_\_\_  
\_\_\_\_\_
- \_\_\_\_\_ 2. We do not feel we can be competitive.
- \_\_\_\_\_ 3. We cannot submit because of the marketing or franchising policies of the manufacturing company.
- \_\_\_\_\_ 4. We do not wish to do business with Howard County Public School System. Our objections are:  
\_\_\_\_\_
- \_\_\_\_\_ 5. We do not sell the item(s)/service(s) requested in the specific specifications.
- \_\_\_\_\_ 6. Other: \_\_\_\_\_  
\_\_\_\_\_

**REQUEST FOR PROPOSALS**

**FOR**

**EXTERNAL AUDITING SERVICES**

**HOWARD COUNTY**

**PUBLIC SCHOOL SYSTEM**

**RFP No. 026.18.B1**

Howard County Public School System  
10910 Clarksville Pike (MD State Route 108)  
Ellicott City, Maryland 21042

January 29, 2018

## TABLE OF CONTENTS

1. SCOPE OF CONTRACT .....	1
2. APPLICATION .....	1
3. PRE-PROPOSAL CONFERENCE .....	1
4. CONTRACT PERIOD .....	1
5. PRICE ADJUSTMENT .....	2
6. BACKGROUND .....	2
7. PROPOSER'S QUALIFICATIONS .....	2
8. TECHNICAL PROPOSAL SECTION INSTRUCTIONS .....	2
9. SEALED DOLLAR COST BID PROPOSALS .....	5
10. BUSINESS PROPOSAL SECTION .....	6
11. REQUIRED SUBMITTALS .....	6
12. SUBMISSION OF PROPOSAL .....	6
13. LATE PROPOSALS .....	7
14. PERIOD THAT PROPOSALS REMAIN VALID .....	7
15. CONTACT FOR CONTRACTURAL AND TECHNICAL MATTERS .....	7
16. KEY PERSONNEL .....	7
17. BASIS FOR AWARD .....	7
18. PURCHASE ORDER .....	9
19. CONTRACT RENEWAL .....	9
20. INSURANCE .....	9
21. DATA SOURCES .....	13
22. DELIVERABLES .....	13
23. PAYMENTS .....	13
24. AMERICANS WITH DISABILITIES ACT REQUIREMENTS: .....	13
25. MULTI-AGENCY PARTICIPATION: .....	13
26. REGISTERED SEX OFFENDOR: .....	14
APPENDIX A - TERMS AND CONDITIONS .....	15
APPENDIX B - STANDARD CONTRACT .....	21
APPENDIX C - EQUAL BUSINESS OPPORTUNITY SCHEDULE OF PARTICIPATION FORM .....	24
APPENDIX D - AFFIDAVIT .....	25
TECHNICAL PROPOSAL .....	28
FORM FOR COST PROPOSAL .....	29
ATTACHMENT A .....	30

## **SPECIAL PROVISIONS**

### **1.0 SCOPE OF CONTRACT**

The Howard County Public School System (HCPSS) is soliciting proposals from qualified auditing firms to furnish auditing services as described in this Request for Proposal (RFP) and Specifications.

### **2.0 APPLICATION**

HCPSS is requesting proposals from qualified firms of certified public accountants to audit its financial statements for the fiscal year ending June 30, 2018 which are prepared in accordance with the statements issued by the Governmental Accounting Standards Board. These audits are to be performed in accordance with generally accepted auditing standards.

The firm of certified public accountants will also conduct an audit of the Glenelg Wastewater Treatment Plant (A Special Revenue Fund of the HCPSS) in accordance with the statements issued by the Governmental Accounting Standards Board. These audits are to be performed in accordance with generally accepted auditing standards.

In conjunction with the above audit of the Glenelg Wastewater Treatment Plant, the firm of certified public accountants will perform and report on Agreed-Upon Procedures for the Glenelg Wastewater Treatment Plant (A Special Revenue Fund of HCPSS) to assist HCPSS in meeting the requirements of the "Declaration of Easements, Covenants, and Restrictions" agreement related to the Glenelg Wastewater Treatment Plant.

In addition, the firm of certified public accountants shall conduct a single audit of grant funds. This audit is to be performed in accordance with generally accepted auditing standards, the standards set forth for financial audits in the General Accounting Office's (GAO) most current Government Auditing Standards, the provisions of the federal Single Audit Act of 1984 and the Single Audit Act Amendments of 1996, and the provisions of U.S. Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

### **3.0 PRE-PROPOSAL CONFERENCE**

A pre-submission conference will be held on the date and time specified on the Invitation Notice of the Request for Proposal. The meeting will be held at HCPSS, 10910 Clarksville Pike, Ellicott City, MD 20142. HCPSS staff will be available to answer questions on the scope of the work to assist Bidders in the preparation of submittals. Attendance is not mandatory; however, attendance is strongly encouraged.

Items affecting the scope of work or conditions of this solicitation shall be the subject of an Addendum.

### **4.0 CONTRACT PERIOD**

This is a requirements type contract for 3 years commencing on or about April 1, 2018 after approval and proper execution of the contract documents, with a renewal option for 2 additional years in 1 year increments, exercisable at the sole discretion of the HCPSS.

Funding for the second year and subsequent years will be subject to satisfactory performance and adequate funding.

The HCPSS shall provide written notice of its intent to exercise its renewal option 90 days prior to the anniversary date of the contract.

## **5.0 PRICE ADJUSTMENT**

In order to protect the interest of the HCPSS and to give the firm a reasonable basis for fee proposal, a price adjustment feature is hereby incorporated into the specifications and contract documents and shall be binding on the successful firm and the HCPSS.

In submitting proposals, each contractor shall set forth the amount he will accept for the initial contract period in payment for services and materials in accordance with the contract.

## **6.0 BACKGROUND**

The Howard County Public School System (HCPSS) currently has approximately 56,000 students in 76 schools and is located between the metropolitan areas of Baltimore, Maryland and Washington, DC. While it is a suburban system in many respects, parts of it are becoming more urbanized with an influx of students and families from the two major metropolitan areas, many of them coming because of the outstanding reputation of the school system. HCPSS is sixth in size of the 24 school systems in the state of Maryland. Approximately 8,300 employees serve the needs of the students and parents of the system. The HCPSS has maintained its place as one of the top systems in the United States.

The county itself has a population over 300,000 with the primary residential center being the planned city of Columbia. The county is home to a highly educated and socio-economically well-to-do population, although there are some areas of poverty in the county. The county is becoming increasingly diverse, with a particularly high growth rate of non-native English speakers. Two-thirds of residents work outside the county (approximately one-third in Washington DC, another one-third in Baltimore), and the remaining one-third in the county or its immediate vicinity.

School systems in the state of Maryland are financially dependent, and over the years the school system has enjoyed a positive and productive relationship with the county government, which provides approximately 69 percent of the school system's current \$820 million operating budget. Community expectations for the school system are very high, and there is a very high degree of community participation in education-related activities both at the school and the school system level. For example, in 2012 the school system had over 800 active business partnerships.

Respondents to this solicitation are encouraged to review the data contained in HCPSS' website for a better understanding of HCPSS, its organization and management, and the services it provides. The website includes a summary of the approved Fiscal 2018 Operating Budget. This website may be accessed at [www.hcpss.org](http://www.hcpss.org).

## **7.0 PROPOSER'S QUALIFICATIONS**

No contract will be awarded except to responsible firms capable of performing the class of work contemplated. Before the award of contract, any firm may be required to show they have the necessary facilities, experience, ability, and financial resources to perform the work in a satisfactory manner and within the time stipulated. If the contract contains special work of a complicated nature, or if it contains items for material or work the character of which will depend upon the firm's skill or experience, they may be required to show proof that they have a satisfactory record of similar work performed or materials furnished. Firms may be required to furnish the HCPSS with sworn statements as to their experience.

All firms shall be licensed certified public accountants and shall have been engaged in providing government auditing services for a period of not less than 5 years.

## **8.0 TECHNICAL PROPOSAL SECTION INSTRUCTIONS**

### **8.1 General Requirements:**

The purpose of the Technical Proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake an independent audit of the HCPSS in conformity with

the requirements of this request for proposals. As such, the substance of proposals shall carry more weight than their form or manner of presentation. The Technical Proposal shall demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It shall also specify an audit approach that will meet the request for proposals requirements.

- 8.1.1 There shall be no dollar units or total costs included in the technical proposal document.
- 8.1.2 The Technical Proposal shall address all the points outlined in the RFP (excluding any cost information which shall only be included in the sealed dollar cost bid proposal). The proposal shall be prepared simply and economically, providing a straightforward, concise description of the firm's capabilities to satisfy the requirements of the request for proposals.

## **8.2 Independence**

- 8.2.1 The firm shall provide an affirmative statement that it is independent of the HCPSS as defined by the most current U.S. General Accounting Office's Governmental Auditing Standards.
- 8.2.2 The firm shall list and describe the firm's, or proposed subcontractors' professional relationships involving the HCPSS for the past 5 years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit.
- 8.2.3 In addition, the firm shall give the HCPSS written notice of any professional relationships entered into during the period of this contract.

## **8.3 License to Practice in Maryland**

- 8.3.1 An affirmative statement shall be included that the firm and all assigned key professional staff are properly licensed to practice in Maryland.

## **8.4 Firm Qualifications and Experience:**

- 8.4.1 The firm shall state the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis.
- 8.4.2 If the firm is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium shall be separately identified and the firm that is to serve as the principal auditor shall be noted, if applicable.
- 8.4.3 The firm is also required to submit a copy of the report on its most recent external quality control review, with a statement whether that quality control review included a review of specific government engagements.
- 8.4.4 The firm shall also provide information on the results of any federal or state desk reviews or field reviews of its audits during the past 3 years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past 3 years with state regulatory bodies or professional organizations.
- 8.4.5 Satisfactory evidence that the submitting firm was not listed on the Federal Debarment Registry.

## **8.5 Partner, Supervisory and Staff Qualifications and Experience**

- 8.5.1 Identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement. Indicate whether each such person is registered or licensed to practice as a certified public accountant in Maryland. Provide information on the government auditing experience of each person, including information on relevant continuing professional education for the past 3 years and membership in professional organizations relevant to the performance of this audit.
- 8.5.2 Provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. Indicate how the quality of staff over the term of the agreement will be assured.
- 8.5.3 The firm shall identify the extent to which staff to be assigned to the audit reflect the HCPSS's commitment to Minority Business Enterprise Participation.
  - 8.5.3.1 Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the County. However, in either case, the HCPSS retains the right to approve or reject replacements.
  - 8.5.3.2 Firms and firm specialists mentioned in response to this request for proposal can only be changed with the express prior written permission of the HCPSS, which retains the right to approve or reject replacements.
  - 8.5.3.3 Other audit personnel may be changed at the discretion of the firm provided that replacements have substantially the same or better qualifications or experience.

## **8.6 Similar Engagements With Other Government Entities**

For the firm's office that shall be assigned responsibility for the audit, list the most significant engagements (maximum - 5) performed in the last 5 years that are similar to the engagement described in this request for proposal. These engagements shall be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact.

## **8.7 Specific Audit Approach**

- 8.7.1 The proposal shall set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in this request for proposal. In developing the work plan, reference shall be made to such sources of information as the HCPSS's budget and related materials, organizational charts, manuals and programs, and financial and other management information systems.
- 8.7.2 Firms shall be required to provide the following information on their audit approach:
  - 8.7.2.1 Proposed segmentation of the engagement
  - 8.7.2.2 Level of staff and number of hours to be assigned to each proposed segment of the engagement
  - 8.7.2.3 No dollars shall be included in the technical proposal
  - 8.7.2.4 Sample size and the extent to which statistical sampling is to be used in the



engagement

8.7.2.5 Extent of software use in the engagement

8.7.2.6 Type and extent of analytical procedures to be used in the engagement

8.7.2.7 Approach to be taken to gain and document an understanding of the HCPSS's internal control structure

8.7.2.8 Approach to be taken in determining laws and regulations that shall be subject to audit test work

8.7.2.9 Approach to be taken in drawing audit samples for purposes of tests of compliance

## **8.7 Identification of Anticipated Potential Audit Problems**

The proposal shall identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that shall be requested from the HCPSS.

## **8.9 Report Format**

The proposal shall include sample formats for required reports.

## **8.10 Security and Confidentiality**

Firms must be able to confirm compliance with the security and confidentiality requirements outlined in Attachment A.

## **8.11 Terms and Conditions**

Firms must be able to confirm compliance with the Terms and Conditions contained in Appendix A. Responses must include a section title "Exceptions" that outlines any exceptions, qualifications or other reasons for not being able to comply with all the terms and conditions.

# **9.0 SEALED DOLLAR COST BID PROPOSAL**

## **9.1 Total All-Inclusive Maximum Price**

9.1.1 The sealed dollar cost bid proposal shall contain all pricing information relative to performing the audit engagement as described in this request for proposal. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs including all out-of-pocket expenses.

9.1.2 HCPSS will not be responsible for expenses incurred in preparing and submitting the technical proposal or the sealed dollar cost bid proposal. Such costs shall not be included in the proposal.

9.1.3 The first page of the sealed dollar cost bid proposal shall include the following information, presented in the format provided in RFP:

9.1.3.1 A Total All-Inclusive Maximum Price for the years ended June 30, 2018, through June 30, 2022 (including the optional renewal term in current dollars) engagement.

9.1.3.2 Name of Firm, Address, Date, and Telephone.

9.1.4 Rates by Partner, Specialist, Supervisory and Staff Level Times Hours Anticipated for Each

9.1.4.1 The sealed dollar cost bid proposal shall include a schedule of professional fees and expenses, presented in the format provided in RFP Document, Proposal that supports the total all-inclusive maximum price

9.1.4.2 Out-of-Pocket Expenses Included in the Total All-inclusive Maximum Price and Reimbursement Rates

9.1.4.3 Out-of-pocket expenses for firm personnel (e.g., travel, lodging and subsistence) shall be reimbursed at the rates used by the HCPSS for its employees. All estimated out-of-pocket expenses to be reimbursed shall be presented in the format provided in RFP. All expense reimbursements shall be charged against the total all-inclusive maximum price submitted by the firm.

9.1.4.4 In addition, a statement shall be included in the sealed dollar cost bid proposal stating the firm shall accept reimbursement for travel, lodging and subsistence at the prevailing HCPSS rates for its employees.

**9.2 Rates for Additional Professional Services**

If it shall become necessary for the HCPSS to request the auditor to render any additional services to either supplement the services requested in this RFP or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an amendment to the contract between the HCPSS and the firm. Any such additional work agreed to between the HCPSS and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the sealed dollar cost bid proposal.

**10.0 BUSINESS PROPOSAL SECTION**

The offerors, as a minimum, must submit a cost proposal in a separate binder fully supported by cost and pricing data adequate to establish the reasonableness of the proposed fee. The Pricing Schedule must be used in summarizing the business proposal, with adequate back-up detail to verify the proposed fee. The contract amount will be a total "not to exceed", fixed fee price.

**11.0 REQUIRED SUBMITTALS**

Each offeror responding to this request for proposal must supply all the documentation required in the RFP. An offeror's failure to provide the documentation with the offeror's response to the RFP may result in the disqualification of the offeror's proposal.

**12.0 SUBMISSION OF PROPOSAL**

One (1) original and five (5) copies of the technical proposal and one (1) original and five (5) copies of the business (cost) proposal (duly marked) are due at the Office of Purchasing, Howard County Department of Education, 10910 Clarksville Pike, Ellicott City, MD 21042, **prior to the specified time and date as listed on the Invitation Notice.**

It is the Offeror's responsibility to clearly identify and to describe the services being offered in response to the RFP. Offerors are cautioned that organization of their response, as well as thoroughness is critical to HCPSS's evaluation process. The RFP forms must be completed legibly and in their entirety; and all required supplemental information must be furnished and presented in an organized, comprehensive and easy to follow manner.

Each original and set of the five (5) copies of the proposal shall consist of:

- A. Cover sheet, duly signed with the corporate seal impressed, if applicable.
- B. Technical proposal as required in the Special Provisions Section 8.0, TECHNICAL PROPOSAL SECTION INSTRUCTIONS.
- C. Business proposal as required in the Special Provisions Section 9.0, SEALED DOLLAR COST BID PROPOSAL.

By executing APPENDIX D, AFFIDAVIT, Offeror acknowledges that the Offeror has read this Request for Proposal, understands it, and agrees to be bound by its terms and conditions. Proposals may be submitted by mail or delivered in person. All proposals must be received by the receptionist at the following location prior to the date and time specified: Office of Purchasing, Howard County Department of Education, 10910 Clarksville Pike (MD State Route 108), Ellicott City, MD 21042.

### **13.0 LATE PROPOSALS**

Proposals received in the Office of Purchasing after the date and time prescribed shall not be considered for contract award.

### **14.0 PERIOD THAT PROPOSALS REMAIN VALID**

Each Offeror agrees that proposals shall remain firm for a period of ninety (90) calendar days after the date specified for receipt of proposals.

### **15.0 CONTACT FOR CONTRACTUAL AND TECHNICAL MATTERS**

The person to contact concerning matters pertaining to this Request for Proposal is:

Douglas Pindell, Director of Purchasing  
Howard County Public School System  
10910 Clarksville Pike  
Ellicott City, MD 21042  
Phone: (410) 313-6722 Fax: (410) 313-6789  
Email: douglas\_pindell@hcpss.org

### **16.0 KEY PERSONNEL**

The personnel named in the technical proposal shall remain responsible throughout the period of this contract. No diversion or replacement may be made without submission of a resume of the proposed replacement to HCPSS with final approval being granted by the Director of Purchasing.

### **17.0 BASIS FOR AWARD**

- 17.1 The Howard County Public School System reserves the right to award the contract in the aggregate, by individual service, or any combination, whichever is in the best interest of the HCPSS or to make multiple awards in a primary, secondary manner depending on the capacity of the awarded vendors to service the school system.
- 17.2 A Selection Advisory Committee has been established to review and evaluate all proposals submitted in response to this Request for Proposal. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided with the technical proposal,

and the evaluation criteria listed below. Based upon this review, the business proposals of the highest rated offerors shall then be reviewed.

### 17.3 Proposal Evaluation Criteria

The following factors shall be considered in the award of this contract:

#### 17.3.1 Evaluation Criteria:

Proposals will be evaluated using 3 sets of criteria. Firms meeting the mandatory criteria will have their proposals evaluated and scored for both technical qualifications and price. The following represent the principal selection criteria which will be considered during the evaluation process.

#### 17.3.2 Mandatory Elements:

17.3.2.1 The audit firm is independent and licensed to practice in Maryland.

17.3.2.2 The firm has no conflict of interest with regard to any other work performed by the firm for the HCPSS.

17.3.2.3 The firm adheres to the instructions in this request for proposal on preparing and submitting the proposal.

17.3.2.4 The firm submits a copy of its last external quality control review report and the firm has a record of quality audit work.

#### 17.3.3 Technical Quality:

##### 17.3.3.1 Expertise and Experience;

- The firm's past experience and performance on comparable government and public school district engagements
- The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation
- The firm's size and structure
- Audit Approach
- Adequacy of proposed staffing plan for various segments of the engagement
- Adequacy of sampling techniques
- Adequacy of analytical procedures.

#### 17.3.4 Price:

17.3.4.1 Cost shall not be the primary factor in the selection of an audit firm.

17.3.4.2 Based on the results of the preliminary evaluation, the highest rated offerors may be invited by the Director of Purchasing to make oral presentations to the Selection Advisory Committee. This committee shall then conduct a final evaluation of the proposals. The Director of Purchasing shall then negotiate a contract with the highest rated offeror or may request Best and Final Offers.

At this time, the offeror and the Director of Purchasing may negotiate any changes desired in the offer if deemed in the best interest of Board of Education. If a satisfactory contract cannot be negotiated with the highest qualified offeror, negotiations shall be formally terminated. Negotiations shall then be undertaken with the second rated offeror and so on.

- 17.3.4.3 The Director of Purchasing may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.
- 17.3.4.4 Offerors are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of the Director of Purchasing, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Hence, proposals should be submitted initially on the most complete and favorable terms from a technical standpoint which offerors are capable of submitting to HCPSS. Should proposals submitted require additional clarification and/or supplementary information, offerors should be prepared to submit such additional clarification and/or supplementary information, in a timely manner, when so requested.
- 17.3.4.5 Proposals which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of this Request for Proposal shall be classified as "acceptable". Proposals found not to be acceptable shall be classified, as "unacceptable" and no further discussion concerning same shall be conducted.

## **18.0 PURCHASE ORDER**

A purchase order shall be enclosed with the resulting contract or shall be issued shortly thereafter, and shall become an integral part of the resulting contract. The purchase order indicates that sufficient funds have been obligated.

The purchase order does not supersede any provisions of the resulting contract. Performance time and dates are determined solely by the contract and any modification thereto.

## **19.0 CONTRACT RENEWAL**

Any contract awarded pursuant to this Request for Proposal shall be conditioned upon an annual appropriation made by the Board of Education of Howard County of funds sufficient to pay compensation due the successful Offeror under the contract. The contract shall provide that if such an appropriation is not made in any fiscal year, and the HCPSS lacks funds from other sources to pay the compensation due under the contract, the HCPSS shall be entitled, at the beginning of or during such fiscal year, to terminate the contract. In that event, the HCPSS shall not be obligated to make any payments under the contract beyond the amount properly appropriated for contract payments in the immediate prior fiscal year. The HCPSS shall provide the successful Offeror with written notice of contract termination due to the non-appropriation of funds at least thirty (30) calendar days before the effective date of the termination. However, the HCPSS's failure to provide such notice shall not extend the contract into a fiscal year in which funds for contract payments have not been appropriated.

## **20.0 INSURANCE**

The selected Firm shall not commence services until the Firm has obtained at the firm'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 Firm will be granted only after submission to the Board of Education the original certificates of insurance signed by authorized representatives of the insurers or, at the Board's request, certified copies of the required insurance policies.

- A. Insurance as required hereunder shall be in force throughout the term of the Contract and for two years after final payment by Board for services rendered under this Contract in accordance with the insurance requirements below. 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 and for two years after final payment by Board for services rendered under this Contract.
- B. The Firm shall require all Subcontractors to maintain during the term of the Contract all insurance or its equivalent to the same extent required of the Firm herein unless any such requirement is expressly waived or amended by the Board in writing. The Firm shall not allow any Subcontractor to commence services on any subcontract until all insurance required of the Subcontractor has been so obtained and approved by the Firm. The Firm shall furnish Subcontractors' certificates of insurance to the Board immediately upon request.
- C. 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.
- D. 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.
- E. No acceptance and/or approval of any insurance by the Board shall be construed as relieving or excusing the Firm from any liability or obligation imposed upon the Firm by the provisions of this Contract.
- F. If the Firm does not meet the insurance requirements of this Contract, the Firm 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 Firm must comply with the insurance requirements as specified in this Contract.
- G. 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.
- H. Any deductibles or retentions in excess of \$10,000 shall be disclosed by the Firm, and are subject to Board's written approval. Any deductible or retention amounts elected by the Firm or imposed by the Firm's insurer(s) shall be the sole responsibility of the Firm.
- I. Any and all return premiums and/or dividends for insurance or coverage directly charged to the Board by the Firm in connection with this Contract shall belong to and be payable to the Board.
- J. If the Board is damaged by the failure or neglect of the Firm to purchase and maintain insurance as described and required herein, without so notifying the Board, then the Firm shall bear all reasonable costs properly attributable thereto.

## **20.1 Firm's Liability Insurance**

The Firm shall purchase and maintain the following insurance coverages which shall be written for not less than the limits specified below or required by law, whichever is greater.

- A. 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 advertising injury;  
\$ 2,000,000 general aggregate; and  
\$ 1,000,000 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 including protection for the Firm from bodily injury and property damage claims arising out of liability assumed under this Contract.

- B. 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, hired and non-owned autos only); and
- ii. Automobile contractual liability.

- C. 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.

If the Firm is an individual or sole proprietor operating without workers compensation coverage, personal health insurance or its equivalent.

- D. Professional liability (errors and omissions) insurance or its equivalent with minimum limits of:

\$ 1,000,000 each person or claim; and  
\$ 1,000,000 annual aggregate.

The Board of Education of Howard County and the Board's elected and appointed officials, officers, consultants, agents and employees shall be named as additional insured on the Firm's commercial general liability insurance and the umbrella excess liability or excess liability policies, if required herein, with respect to liability arising out of the services provided under this Contract by Firm.

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

- A. Insurance or self-insurance provided to the Board and Board's elected and appointed officials, officers, firms, agents and employees under any Firm's liability insurance or self-insurance required herein, including, but not limited to, umbrella and excess liability or excess liability policies, shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurance or self-insurance. (Any cross suits or cross liability exclusion shall be deleted from Firm's liability insurance policies required herein.)
- B. Insurance or self-insurance provided to the Board and Board's elected and appointed officials, officers, consultants, agents and employees as specified herein shall be primary, and any

other insurance, self-insurance, coverage or indemnity available to the Board and Board's elected and appointed officials, officers, consultants, agents and employees shall be excess of and non-contributory with insurance or self-insurance provided to the Board and Board's elected and appointed officials, officers, consultants, agents and employees as specified herein.

- C. If any liability insurance purchased by the Firm has been issued on a "claims made" basis, the Firm must agree to comply with the following additional conditions:

The Firm shall maintain each such "claims made" coverage and shall provide certificate(s) of insurance evidencing each such "claims made" coverage for a period of two years after final payment for services rendered under the Contract. Such certificate(s) shall evidence a retroactive date no later than the beginning of the services provided under this Contract; or

The Firm shall purchase an extended (minimum two years) reporting period endorsement for each such "claims made" policy in force as of the date of final acceptance 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 beginning of the services provided under this Contract.

## **20.2 Indemnification**

To the fullest extent permitted by law, Firm agrees to defend, indemnify, pay on behalf of, and save harmless the Board of Education of Howard 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 Firm under this Contract.

## **20.3 Waiver of Subrogation**

To the fullest extent permitted by law, the Firm and its invitees, employees, officials, volunteers, agents and representatives waive any right of recovery against the Board of Education of Howard County for any and all claims, liability, loss, damage, costs or expense (including attorneys' fees) arising out of the services provided by Firm under this Contract. Firm 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 Firm shall advise its insurers of the foregoing.

## **20.4 Acknowledgment of Firm's Independent Contractor Status and No Coverage for Firm under Board's Workers Compensation Coverage**

Firm hereby acknowledges its status as an independent contractor while performing services on behalf on 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 Firm or its employees during the Firm's performance of services for the Board. To the fullest extent permitted by law, the Firm 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 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 Firm shall advise its insurers of the foregoing.

## **20.5 Damage to Property of the Firm and its Invitees**



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

## **21.0 DATA SOURCES**

HCPSS shall provide the successful Firm all available data possessed by the school system that relates to this contract. However, the successful Firm is responsible for all costs for acquiring other data or processing, analyzing or evaluating HCPSS data. Reference is made to Attachment A regarding the protection and security of data and information.

## **22.0 DELIVERABLES**

The form and format of all Deliverables will be identified at the time of the engagement. The selected Firm may be required to submit samples for review prior to final submission.

## **23.0 PAYMENTS**

23.1 HCPSS will authorize payment subject to submission of three (3) copies.

- 23.1.1 Upon firm's properly completed invoice for a maximum of thirty percent (30%) after completion of interim work.
- 23.1.2 Upon firm's properly completed invoice for a maximum of thirty percent (30%) after completion of year-end work.
- 23.1.3 Upon firm's properly completed invoice for a maximum of thirty percent (30%) after receipt of the Auditor's report by the HCPSS's Division of Business and Technology.
- 23.1.4 Upon firm's properly completed invoice for a maximum of ten percent (10%) after issuance of the Single Audit report and the HCPSS management letter.

HCPSS will make every effort to pay the Contractor within thirty (30) days of acceptance of all deliverables associated with each invoice. Notwithstanding any other provision of this RFP, all invoices must be accompanied with documentation that details the number of hours expended and nature of work performed by Firm's personnel and subcontractor staff in the performance of work under the Contract.

## **24.0 AMERICANS WITH DISABILITIES ACT REQUIREMENTS**

The Howard County Public School is fully committed to the Americans with Disabilities Act (ADA) which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities and services. HCPSS government contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any County contractual agreement must make the same commitment.

Your acceptance of this contract acknowledges your commitment and compliance with ADA.

## **25.0 MULTI-AGENCY PARTICIPATION**

Under §5-112, Paragraph (3) of the Education Article of the Annotated Code of Maryland HCPSS may with Board of Education approval participate in contracts for goods or commodities that are awarded by other public agencies or by intergovernmental purchasing organizations if the lead agency for the contract follows the public Bidding procedures. HCPSS therefore reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the

jurisdiction of the United States and its territories. This shall include but not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. A copy of the contract pricing and the RFP requirements incorporated in this contract will be supplied to requesting agencies.

Each participating jurisdiction or agency shall enter into its own contract with the awarded firm(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the awarded firm(s).

## **26.0 REGISTERED SEX OFFENDER**

Maryland law requires certain sex offenders to register with the local law enforcement agency; See Maryland Annotated Code, Criminal Procedure Article, §11-704. One of the purposes of this law, is to inform school systems when a Registered Sex Offender is residing or working in the area. When the sex offender registers, the local police are required to notify the Superintendent of Schools, and the Superintendent, in turn, is required to send a notice to school principals.

As a contractor working for Howard County Public School System (HCPSS), we require that you do not employ Registered Sex Offenders to work on projects for our school system if they, as a result, are required to perform delivery, installation, repair, construction or any other kind of services **on HCPSS property**. Further, Maryland Law that became effective June 22, 2006, requires that any person who enters a contract with a county board of education or a non-public school "may not knowingly employ an individual to work at a school" if the individual is a registered sex offender; See §11-722 Criminal Procedure Article. An employer who violates this requirement is guilty of a misdemeanor and if convicted may be subject to up to five years imprisonment and/or a \$5,000 fine.

Each contractor shall screen their work-forces to ensure that a Registered Sex Offender does not perform work at a county public school and also ensure that a subcontractor and independent contractor conducts screening of its personnel who may work at a school. The term "work force" is intended to refer to all of the contractor's direct employees and subcontractors and/or independent contractors it uses to perform the work. Violations of this provision may cause HCPSS to take action against the contractor up to and including termination of the contract.

Effective July 1, 2015, amendments to § 6-113 of the Education Article of the Maryland Code further require that a contractor or subcontractor for a local school system may not knowingly assign an employee to work on school property with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of, or pled guilty or nolo contendere to, a crime involving a sexual offense, child sexual abuse and crimes of violence.

The Contractor shall submit to HCPSS a listing of any employees assigned to perform under this agreement and certify that the necessary criminal history records checks have been conducted and that each employee complies with the requirements.

**APPENDIX A**  
**TERMS AND CONDITIONS**

**I. CONTRACT AWARD**

Any award to furnish services to The Howard County Public School System (referred to as "HCPSS") shall include, in whole or in part, either attached or incorporated by reference, binding in all respects, these provisions.

**II. ORDER OF PRECEDENCE**

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

- Special Provisions
- Terms and Conditions
- General Provisions for Professional Services

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

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

**IV. PUBLIC INFORMATION ACT NOTICE**

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

HCPSS shall determine, in their sole discretion, which (if any) portions of the Offeror's proposals shall be confidential.

**V. INITIATION OF WORK**

The Firm shall not commence performance of the services until it receives a formal written notice to proceed from HCPSS.

**VI. RESPONSIBILITY FOR CLAIMS AND LIABILITY**

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

VII. PERFORMANCE: SAVE HARMLESS: INSURANCE

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

VIII. SUBCONTRACTING OR ASSIGNMENT

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

IX. CHANGES ALTERATIONS, OR MODIFICATIONS IN THE SERVICES

HCPSS shall have the right, at their 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 Firm or in the contract cost thereof.

If such changes cause an increase or decrease in the Firm'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 Firm for adjustment under this clause must be asserted in writing with 30 days from the date of receipt by the Firm of the notification of change unless the project manager or his duly authorized representative grants a further period of time before the date of final payment under the contract.

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

X. DELAYS AND EXTENSIONS OF TIME

The Firm shall prosecute the work continuously and diligently and no charges or claims for damages shall be made by the Firm 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 HCPSS may decide. Time extensions will be granted only for excusable delays such as delays beyond the control and without the fault or negligence of the Firm.

XI. REMEDIES AND TERMINATION

- A. **Correction of Errors, Defects, and Omissions** - The Contractor 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 HCPSS. The acceptance of the work set forth herein by HCPSS shall not relieve the Contractor of the responsibility.
- B. **Set-Off** - HCPSS may deduct from and set-off against any amounts due and payable to the Contractor any back-charges or damages sustained by HCPSS by virtue of any breach of this agreement by the Contractor to perform the services or any part of the services in a satisfactory manner. Nothing herein shall be construed to relieve the Contractor of liability for additional construction and design or other costs, expenses, and damages resulting from a

failure to satisfactorily perform the services. Nothing herein shall limit the liability of the Contractor for damages and HCPSS may affirmatively collect damages from the Contractor.

- C. **Termination for Default** - If the Contractor fails to fulfill its obligations under this contract properly and on time, otherwise violates any provision of the contract, HCPSS may terminate the contract by written notice to the Contractor. The notice shall specify the acts of omissions relied on as cause for termination. All finished or unfinished supplies and services provided by the Contractor, shall at HCPSS's option, become HCPSS property. HCPSS shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach.

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

- D. **Termination for Convenience of HCPSS** - HCPSS may terminate all or any part of the work required under this contract for the convenience of HCPSS. In the event of such termination, the contract manager shall determine the costs the Contractor has incurred to the date of termination and such reasonable costs associated with the termination. HCPSS shall pay such costs as determined by the contract manager to the Contractor together with reasonable profit reasonably earned by the Contractor to the time of termination but not to include any profit not earned as of the date of termination.

- E. **Obligations of Contractor upon Termination** - Upon notice of termination as provided in Paragraphs C and D above, the Contractor shall:

1. Take immediate action to orderly discontinue its work and demobilize its work force to minimize the occurrence of costs.
2. Take such action as may be necessary to protect the property of HCPSS, place no further orders or subcontract, assign to HCPSS in the manner and to the extent directed by HCPSS all of the right, title and if ordered by HCPSS possession and interest of Contractor under the orders or subcontracts terminated.
3. Deliver to HCPSS all materials, equipment, data, drawings, specifications, reports, estimates, and such other information accumulated by the Contractor which has been or will be reimbursed under this agreement after taking into account any damages that may be payable to HCPSS. Title to such items shall be transferred to HCPSS.

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

## XII. RESPONSIBILITY OF CONTRACTOR

- A. The Contractor shall perform the services with that standard of care, skill, and diligence normally provided by a Contractor, architect, or engineer in the performance of services similar to the services hereunder.
- B. Notwithstanding any review, approval, acceptance, or payment for the services by HCPSS, the Contractor shall be responsible for professional and technical accuracy of its work furnished by the Contractor under this agreement.
- C. HCPSS's 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 Contractor shall be and remain liable to HCPSS in accordance with applicable law for all damages to HCPSS caused by the Contractor's negligent performance of any or the services furnished under this contract.

- D. The rights and remedies of HCPSS provided for under this contract are in addition to any rights and remedies provided by law.

XIII. DISPUTES; GOVERNING LAW

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

The contract shall be governed by the law of the State of Maryland and nothing in this contract shall be interpreted to preclude the parties from seeking, after completion or termination of the agreement, any and all remedies provided by law.

XIV. EXAMINATION OF RECORDS

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

XV. DISSEMINATION OF INFORMATION

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

XVI. NON-HIRING OF EMPLOYEES

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

XVII. CONTINGENT FEE PROHIBITION

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

XVIII. MULTI-YEAR CONTRACTS CONTINGENT UPON APPROPRIATIONS

Funds have been set-aside for the anticipated term of this contract. Should, for any reason, the Contractor's work extend beyond the current fiscal year, this contract will be subject to termination in accordance with the Termination for Convenience Section, if the Board of Education of Howard County fails to appropriate funds for any fiscal year for the future performance of the contract.

HCPSS, however, reserves the right to negotiate with the Contractor to perform additional tasks not specified in this RFP that may be required in order to assure that the Contractor's recommendations are implemented and are having the desired effects.

XIX. COMPLIANCE WITH LAW

The Contractor hereby represents and warrants:

- A. That it is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified.
- B. That it is not in arrears with respect to the payment of any monies due and owing the county or state, of any department or agency thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this agreement.
- C. That it shall comply with all federal, state, and local law, ordinances and legally enforceable rules and regulations applicable to its activities and obligations under this agreement.
- D. That it shall procure, at its expense, all licenses, permits, insurance, and governmental approval, if any, necessary to the performance of its obligations under this agreement.
- E. 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.

XX. STAFF

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

XXI. OWNERSHIP AND USE OF PROGRAM MATERIALS

All materials, including but not limited to training documents, program and software, diagnostic equipment and energy information systems furnished by Contractor to HCPSS in connection to this Program shall remain the property of the School System. No materials will be returned to the Contractor at the end of the contract period including any that are copyrighted. HCPSS shall have the right to continue using all and any control equipment and document materials for as long as the School System desires to do so.

XXII. ADHERENCE TO SCHOOL SYSTEM POLICIES

The Contractor understands that HCPSS shall not be required to act contrary to the School System policies or unreasonably interfere with the School System operations. The Contractor and any Sub-Contractor personnel assigned to this project must be cognizant of School System policies and operating procedures at all times. Health and safety policies and procedures will not be compromised. Proposed programs must not violate or conflict with the School System policies and procedures. Moreover, the Contractor shall be cognizant of federal and state regulations and policies and all proposals and subsequent work shall adhere to known regulations and policies.

**APPENDIX B**  
**STANDARD CONTRACT**



## AGREEMENT FOR PROFESSIONAL SERVICES

AGREEMENT #026.18.B1

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

### RECITALS

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

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

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

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

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

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

RFP #026.18.B1  
Proposal Response per dated \_\_\_\_\_.

#### ARTICLE II - TERMS AND CONDITIONS

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

#### ARTICLE III - TERM OF AGREEMENT

The term of agreement shall begin on the date indicated above and continue for a period of one year commencing on \_\_\_\_\_ and terminating \_\_\_\_\_. The agreement may be extended per the terms indicated in the RFP.

#### ARTICLE IV - PAYMENTS AND SCHEDULE OF PAYMENTS

(1) The Consultant shall receive his full compensation for all work and services performed according to conditions outlined in the solicitation.

(2) Payment shall be made in three installments upon submission of an invoice.

#### ARTICLE V- INSURANCE

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

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

WITNESS:

BOARD OF EDUCATION OF HOWARD  
COUNTY

By:

\_\_\_\_\_  
Cynthia L. Vaillancourt, Chairman  
Board of Education of Howard County

\_\_\_\_\_  
Date

Approved:

\_\_\_\_\_  
Michael Martirano, Ed. D., Interim  
Superintendent of Schools

\_\_\_\_\_  
Date

WITNESS:

By:

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Address

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

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

**APPENDIX C**

**EQUAL BUSINESS OPPORTUNITY  
CONTRACT SCHEDULE OF PARTICIPATION FORM**

### SCHEDULE FOR PARTICIPATION OF CERTIFIED MINORITY BUSINESS ENTERPRISES

1. Prime Contractor's Name	2. Prime Contractor's Address and Number Telephone		
3. Project/School Name	4. Project/School Location		
5. Contract No.	6. Base Bid Amount	\$ _____	
	Plus Accepted Alternates	\$ _____	
	Total Contract Amount	\$ _____	
<b>7a. Minority Firm Name</b>	Minority Firm Address		
Minority Firm Telephone Number	Minority Group Type		
Minority Firm Fax Number	O (African American)	O(Women Owned)	
<b>MDOT Certification Number</b>	O (Asian )	O(Hispanic)	
	O (American Indian)	O(Disabled)	
Subcontract Dollar Amount	Percent of Total Contract		
<b>7b. Minority Firm Name</b>	Minority Firm Address		
Minority Firm Telephone Number	Minority Group Type		
Minority Firm Fax Number	O (African American)	O(Women Owned)	
MDOT Certification Number	O (Asian)	O(Hispanic)	
	O (American Indian)	O(Disabled)	
Subcontract Dollar Amount	Percent of Total Contract		
<b>7c. Minority Firm Name</b>	Minority Firm Address		
	Minority Group Type		
Minority Firm Telephone Number	O (African American)	O(Women Owned)	
	O (Asian)	O(Hispanic)	
Minority Firm Fax Number	O (American Indian)	O(Disabled)	
MDOT Certification Number			
Subcontract Dollar Amount	Percent of Total Contract		
8. MBE Total Dollar Amount	9. Total MBE Percent of Entire Contract		
10. Form Prepared by :			
Name	Name		
Title	Title		
Date	Date		

## APPENDIX D

### AFFIDAVIT

Special Instructions: An authorized representative of the Offeror needs to complete the following affidavit and insert an answer to paragraphs 1 and 3.

#### Statutory Affidavit and Non-Collusion Certification

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

1. I am the \_\_\_\_\_ (officer) and duly authorized representative of

the firm (the "Firm") \_\_\_\_\_ whose address is \_\_\_\_\_

\_\_\_\_\_ and that I possess the authority to make this affidavit and

certification on behalf of myself and the firm for which I am acting.

2. Except as described in paragraph 3 below, neither I, nor to the best of my knowledge, the above Firm, nor any of its officers, directors, or partners, or any of its employees who are directly involved in obtaining or performing contracts with any public bodies has:

(a) been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state or of the federal government;

(b) been convicted under the laws of the state, another state, or the United States of: a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

(c) been convicted of a criminal violation of an antitrust statute of the State of Maryland, another state, or the United States;

(d) been convicted of a violation of the Racketeer Influenced and Corrupt Organization Act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract;

(e) been convicted of any felony offenses connected with obtaining, holding, or maintaining a minority business enterprise certification, as prohibited by Section 14-308 of the State Finance ~ Procurement Article;

(f) been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction under any of the laws or statutes described in paragraph (a) through (e) above; or

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

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

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

---

(You may attach any explanation necessary.)

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

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

Continued next page.

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

WITNESS: \_\_\_\_\_

\_\_\_\_\_  
Title:

SUBSCRIBED AND SWORN to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

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

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

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip)

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

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

Contractor's No. \_\_\_\_\_

\_\_\_\_\_  
(Signature)

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

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Printed)

In the presence of \_\_\_\_\_  
(Witness) \_\_\_\_\_ (Date)

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

☐ Corporation

☐ Partnership

☐ Individual

☐ Other

**TECHNICAL PROPOSAL  
(Sample Format)**

**A. GENERAL**

1. Offeror's Name: \_\_\_\_\_

2. Person Responsible for completing this form:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Telephone: (    ) \_\_\_\_\_ Fax: (    ) \_\_\_\_\_

3. The information in this response is binding until \_\_\_\_\_  
(Date)

4. Name and addresses of both service and fiscal representatives (Key Personnel) who would handle this account.

Service Representative: \_\_\_\_\_

\_\_\_\_\_

Fiscal Representative: \_\_\_\_\_

\_\_\_\_\_

**B. QUALIFICATIONS**

**C. SERVICES**



**FORM FOR COST PROPOSAL**  
(Sealed in a separate envelope)

**Total All-Inclusive Maximum Price:** \_\_\_\_\_  
(written in words)

\$ \_\_\_\_\_

Personnel (Including Subcontractor/Firm) Costs:

	<u>Rate @</u> <u>Hour (incl.</u> <u>Fringes</u>	<u>No. of</u> <u>Hours</u>	<u>Total</u> <u>Cost</u>
Person A (Name and Project Title)			
Person B (Name and Project Title)			
Person C (Name and Project Title)			
...			
...			
Person N (Name and Project Title)			_____
Subtotal Personnel			

Non-Personnel Costs:

Air/Rail Travel (Round-Trips To/From)	X Trips	Cost @ Trip	Total
Per Diem (Hotel and Meals)	X Days	Cost @ Day	Total
Car Rental	X Days	Cost @ Day	Total
Ground Transportation	X Miles	Cost @ Mile	Total
Other Direct Costs (List and Specify)			
Subtotal Non-Personnel			

Federally Approved Indirect Cost Rate (Percent and Base)

Profit or Fee (Percent and Base)

## **ATTACHMENT A**

### **CONFIDENTIAL INFORMATION**

Obligation of Confidentiality - In performing services under this Agreement, Vendor and Client may be exposed to and will be required to use certain "Confidential Information". Vendor and Client along with their employees, agents or representatives will not, use, directly or indirectly, such Confidential Information for purposes other than the purposes outlined in this Agreement.

Definition - "Confidential Information" means information, not generally known, and proprietary to the Vendor or Client or to a third party for whom the Vendor or Client is performing work, including, without limitation, information concerning any patents or trade secrets, confidential or secret designs, processes, formulae, source codes, plans, devices or material, research and development, proprietary software, analysis, techniques, materials or designs (whether or not patented or patentable), directly or indirectly useful in any aspect of the business of the Vendor or Client. All information which Vendor or Client acquires or becomes acquainted with during the period of this Agreement, whether developed by Vendor, Client or others, which Vendor or Client has a reasonable basis to believe to be Confidential.

### **CONFIDENTIALITY**

The parties agree that the following will be treated as "Confidential Information": (i) all database information ("Data") provided by or on behalf of Client to VENDOR; (ii) all information provided by VENDOR to Client pertaining to the Services; (iii) all information which is labeled as such in writing and prominently marked as "Confidential," "Proprietary" or words of similar meaning by either party; or (iv) business information of a party which a reasonable person would understand under the circumstances to be confidential. Any Confidential Information acquired or received by either party (the "Recipient") in the course of this Agreement will not be disclosed or transferred to any person or entity other than to employees of a party and, as to VENDOR, for the purpose of performing its obligations under this Agreement. Confidential Information received under this Agreement will be treated with the same degree of care and security as each party uses with respect to its own Confidential Information, but not less than a reasonable degree of care. The parties agree to use Confidential Information only for the purpose of performance of this Agreement and to make no copies except as necessary for performance of this Agreement.

"Confidential Information" does not include information which (i) is or becomes generally available to the public other than as a result of disclosure by the Recipient, (ii) was known by the Recipient at the time of disclosure of the information without any obligation of confidence, and that knowledge is evidenced by reasonable proof, (iii) was or becomes available from a source other than the owner if the source was not legally bound to maintain the confidentiality of the information, or (iv) the Recipient independently develops without use of or reference to the Confidential Information. Each party acknowledges that unauthorized disclosure or use of the Confidential Information by a party may irreparably damage the other party in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any Confidential Information shall give the owner the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys' fees). Each party hereby waives the posting of a bond with respect to any action for injunctive relief. Upon termination or completion of the Services hereunder, upon request of Client, VENDOR will deliver to Client (in a VENDOR format) the Client's Confidential Information as housed in the VENDOR production database(s), provided that VENDOR may maintain archival copies for audit purposes and dispute resolution purposes and VENDOR may retain copies of Confidential Information on back-up media in which such Data is co-resident with other employment and income data. VENDOR shall remain under its

contractual obligation of confidentiality and security to Client and such obligations shall survive termination of the Agreement. This Section shall survive the termination of this Agreement.

## **DATA SECURITY AND PRIVACY**

VENDOR shall maintain an information security program that includes appropriate administrative, technical and physical safeguards reasonably designed to: 1) ensure the security and confidentiality of Confidential Information; 2) protect against any anticipated threats or hazards to the security or integrity of Confidential Information; 3) protect against unauthorized access to or use of Confidential Information that could result in substantial harm or inconvenience to any customer; and 4) dispose of Confidential Information in a secure manner.

To comply with the safeguard obligations generally described above, VENDOR has (a) designated an employee to coordinate its information security program, (b) identified reasonably foreseeable internal and external risks to the security, confidentiality, and integrity of Client Information that could result in the unauthorized disclosure, misuse, alteration, destruction, or other compromise of such information, and assess the sufficiency of any safeguards in place to control these risks, and (c) designed and implemented information safeguards to control the risks identified through the risk assessment, and regularly tests or otherwise monitors the effectiveness of safeguards' key controls, systems and procedures. VENDOR shall notify Client in writing as soon as commercially practicable, however no later than forty-eight (48) hours, after VENDOR has either actual or constructive knowledge of a breach which affects Client's Data (an "Incident") unless it is determined by law enforcement that such notification would impede or delay their investigation. VENDOR shall have actual or constructive knowledge of an Incident if VENDOR actually knows there has been an Incident or if VENDOR has reasonable basis in facts or circumstances, whether acts or omissions, for its belief that an Incident has occurred. The notification required by this section shall be made as soon as commercially practicable after the law enforcement agency determines that notification will not impede or compromise the investigation. VENDOR shall cooperate with law enforcement in accordance with applicable law provided however, that such cooperation shall not result in or cause an undue delay to remediation of the Incident. VENDOR shall promptly take appropriate action to mitigate such risk or potential problem at VENDOR's expense. In the event of an Incident, VENDOR shall, at its sole cost and expense, fully restore the Confidential Information, including, without limitation any and all Data, and institute appropriate measures to prevent any recurrence of the problem as soon as is commercially practicable.

## **INDEMNIFICATION**

VENDOR agrees to indemnify and hold harmless Client, and its members, trustees, employees, agents, officers, and officials, from and against any and all liabilities, taxes, tax penalties, interest, losses, penalties, damages, and expenses of any kind, nature, or character, including costs and attorney fees, arising out of or relating to any and all claims, liens, damages, obligations, actions, suits, judgments, settlements, or causes of action of every kind, nature, or character, in connection with or arising out of the acts or omissions of either Party or its employees, subcontractors, or agents under this Agreement. This provision expressly applies to, but is not limited in application to, matters and circumstances involving or implicating the unauthorized use of any trade secrets, or United States patent or copyright infringement. The indemnities set forth herein will survive the expiration or termination of this Agreement.

Client agrees to indemnify and hold harmless VENDOR, and its members, trustees, employees, agents, officers, and officials, from and against any and all liabilities, taxes, tax penalties, interest, losses, penalties, damages, and expenses of any kind, nature, or character, including costs and attorney fees, arising out of or relating to any and all claims, liens, damages, obligations, actions, suits, judgments, settlements, or causes of action of every kind, nature, or character, arising out of the intentional or malicious acts of Client or its employees, subcontractors, or agents under this Agreement. This provision expressly applies to, but is not limited in application to, matters and circumstances involving or implicating the unauthorized use of any trade secrets, or United States patent or copyright infringement. The indemnities set forth herein will survive the expiration or termination of this Agreement.