



Procurement Office
10910 Clarksville Pike
Ellicott City, Maryland 21042
<https://purchasing.hcpss.org>

REQUEST FOR PROPOSAL

Janitorial and Sanitation Supplies and Equipment

BID #039.26.B8

To All Interested Bidders:

The Howard County Public School System (HCPSS) is soliciting Janitorial and Sanitation Supplies and Equipment to be utilized by the Custodial Department at facilities within the school system.

Solicitation Issue Date: April 1, 2026 at 2:00 P.M. EST
Question Deadline: April 16, 2026 at 2:00 P.M. EST
Bid Due Date and Time: May 1, 2026 at 2:00 P.M. EST

Bids shall be submitted electronically through Euna Procurement (hereinafter referred to as Bonfire). Late submittals will not be considered. It is the responsibility of each bidder to ensure that their submittal is uploaded to Bonfire prior to the scheduled closing date and time. Bidders shall allow for enough time for uploading and submitting bid documents. The portal will close the solicitation at the exact closing time. If any bidder is timed out and in the middle of uploading when the solicitation closes, we will not accept the bid thereafter.

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

The Board reserves the right to waive any informalities or to reject in whole or in part any or all bids.

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

Sincerely,

Lena Lee
Purchasing Specialist

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SECTION I: GENERAL INFORMATION

1.1. PURPOSE

- A. The Howard County Board of Education, (hereinafter referred to as the Howard County Public School System or "HCPSS"), issued this Request for Proposal (RFP) for Janitorial and Sanitation Supplies and Equipment to be utilized by the Custodial Department at facilities within the school system.
- B. The HCPSS is also acting as the lead public agency for this solicitation and resulting regional / national cooperative agreement(s) via the Baltimore Regional Cooperative Purchasing Committee (BRCPC) and Axia Cooperative purchasing programs. Public agencies across the country may have different needs and requirements and, as such, the resulting agreement(s) should be as comprehensive as possible.

1.2. BACKGROUND

- A. HCPSS is governed by the Board of Education of Howard County. The school system consists of 78 schools has approximately 9,000 employees and serves approximately 58,000 students. The mission of the Howard County Public School System (HCPSS) is to ensure academic success and social-emotional well-being for each student in an inclusive and nurturing environment that closes opportunity gaps.
- B. The times stated in this document refer to the Eastern Time Zone. HCPSS' regular office hours are 8:30 a.m. to 4:30 p.m., Monday through Friday, except for holidays.

1.3. QUESTIONS

- A. Bidders are responsible for reviewing and understanding this solicitation. To that end, prospective bidders may submit questions to the HCPSS Procurement Specialist. The Procurement Specialist is the only person authorized to answer questions regarding this RFP. Bidders should not rely on information obtained from any source other than the named Procurement Specialist.
- B. Questions must be in writing and submitted through the Bonfire (Euna Procurement) portal. Oral communications are not binding.
- C. The Procurement Specialist will upload to Bonfire a written summary of responses to timely-received questions in the form of an addendum.
- D. Under no circumstances are bidders, 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. Bidders failing to comply with this requirement may be disqualified.

1.4. ESTIMATED QUANTITIES

Annual spend for HCPSS is estimated to be one million dollars (\$1,000,000) annually. All bidders are advised that such dollar amounts are estimates only and further understand and agree that in providing such estimates, the school system makes no guarantee that any or all of the estimated work will be assigned to the selected Contractor(s).

1.5. CONTRACT TERM

Any resulting contract(s) shall commence upon award. HCPSS intends to award a **three-year contract with one (1) additional two-year renewal option** pending successful performance and availability of funding.

1.6. PRE-BID MEETING

There will be no pre-bid meeting for this solicitation.

1.7. SUBMISSION INSTRUCTIONS

- A.** Bids must be uploaded and submitted through Bonfire by the time and date specified in the Request for Proposal to be considered for this project. If a bidder needs assistance with Bonfire, please contact the Bonfire helpdesk.
- B. Bids must contain all documents requested in Section 1.8 Required Documents.** Upload into Bonfire one (1) completed copy of each document with signatures where applicable. Wet signatures, electronic signatures, or scanned signatures will be accepted.
- C. LATE SUBMISSIONS WILL NOT BE ACCEPTED. NO EXCEPTIONS.** Bidders shall allow for enough time for uploading and submitting bid documents. The portal will close the solicitation at the exact closing time. If any bidder is timed out and in the middle of uploading when the solicitation closes, we will not accept the bid thereafter. Any bid received after the time and date specified, or at a different location, will not be opened or given any consideration.

1.8. REQUIRED DOCUMENTS

Bid submissions must be accompanied by the **fully completed** documents identified below. Failure to submit all required documents when indicated may result in Bidder being found non-responsive and therefore disqualified from the bid. Bidders are advised that if a Contract is awarded as a result of this solicitation, the Awarded Bidder (also referred to herein as “Contractor”) will be required to complete and submit additional forms after notification of recommended award. These documents will be requested by the Procurement Specialist. Failure to submit the documents by the date required may result in forfeiture of award by the Contractor.

The following documents must be submitted with Bidder’s submission:

- 1. Appendix A: Bid Price
- 2. Bid Price Signature Sheet
- 3. Bonfire Bid Table
- 4. Appendix D: Bid Affidavit
- 5. Appendix F: Education Article 6-113.2 Affidavit
- 6. Appendix I: Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- 7. Recent W-9
- 8. Bonfire Questionnaire
- 9. Manufacturer price list if not available on Bidder’s website
- 10. Attachment A, Exhibit C: Federal Funds Certification
- 11. If your business intends to conduct business in the State of New Jersey, download, complete and sign the forms found in the “Vendor Forms Required for All Proposal Submissions” at <https://www.nj.gov/treasury/purchase/forms.shtml#eo134>

The following documents must be submitted within ten (10) days after notification of award from HCPSS:

- 1. HCPSS Standard Contract signed by bidder
- 2. Certificate of Insurance with Howard County Board of Education listed as additionally insured and the certificate holder

1.9. BIDDER’S QUALIFICATIONS

Bidders may be required to furnish satisfactory evidence that they are qualified distributors or

manufacturers of the items listed, or regularly engaged in performing the services on which they are bidding, and in both cases maintain a regularly established place of business. An authorized representative of The Howard County Public School System may visit any prospective contractor's place of business to determine Bidder's ability, capacity, reliability, financial stability, and other factors necessary to perform the contract.

1.10. NO OBLIGATION

HCPSS shall pay no costs or other amounts incurred by any entity in responding to this RFP or prior to the effective date of the contract entered into for the services provided. HCPSS reserves the right, in their sole discretion, to select qualified responses to this RFP without discussion of responses with bidders. HCPSS reserves the right to reject any or all submitted responses. All submittals will become a part of the HCPSS official procurement files and will be available for public inspection.

1.11. BIDDERS OBLIGATIONS

- A. Bidder will be the sole point of contract responsibility. HCPSS will look solely to Bidder for performance of the contract.
- B. The Contractor is assumed to be skilled in his trade and is solely responsible for compliance with health and safety regulations, performing the work in a safe and competent manner, and in installation procedures required for the work as outlined in these Documents.

1.12. RIGHT TO AMEND MODIFY OR WITHDRAW RFP

HCPSS reserves the right, in their sole discretion, to amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a Contract, if it is in the best interest of HCPSS to do so. The decision of HCPSS shall be administratively final. HCPSS reserves the right to negotiate a contract amendment with the Bidder for additional services that may be required.

1.13. REJECTION/CANCELLATION OF RFP

This solicitation is subject to cancellation when determined by the Director of Procurement to be in the best interest of HCPSS. Additionally, to ensure fair competition and to permit a determination of highest ranking responsive bid from a responsible bidder, HCPSS may reject bids that include omissions, alterations of form, or that are conditional or irregular in any respect, or reject non-responsible bidders that show a risk of default.

1.14. PRICE GUARANTEE

The Bidder warrants that the bid shall be effective for a period of not less than one hundred twenty (120) days from the date bids are due. For the successful bidder, discounts offered shall remain firm for the life of the contract and prices shall remain firm for the first year of the contract. Any requests for price adjustments must be agreed upon in writing between both parties before changes take effect.

1.15. BID BOND

A Bid Bond is not required for this bid.

1.16. BRAND NAME OR EQUAL SUBSTITUTIONS

- A. Where a particular manufacturer's brands or models are referenced, it is to be interpreted as being descriptive, not restrictive (unless specified) and is to indicate the quality and characteristics of products that will be satisfactory. Bids will be considered on models or brands or products of manufacturers other than those cited if accompanied by specifications, catalogs, test reports, brochures, or other descriptive literature and supporting data, sufficient in detail to permit evaluation and determination that the item offered fully meets the salient characteristics and is of equal type and equal or better quality without reservations or further reference. It is the responsibility of the Bidder to

provide the foregoing documentation with the bid at the date and time set forth for submission. The burden of proof that proposed alternates are in fact equal or better falls on the Bidder and proof must be to the satisfaction of HCPSS. Bids received for proposed equal/substitute items without the required documentation to support the bidders claim will not be considered responsive. It is not the responsibility of HCPSS to locate or secure any further information regarding the proposed alternate product.

- B. The Howard County Public School System reserves the right to request any proposed equipment or supplies free of charge for a reasonable testing period to determine its suitability to the School Systems' needs and requirements.
- C. The Howard County Public School System shall be the sole authority as to whether proposed substitute items meet specifications or are an approved equal and further reserves the right to reject any or all proposals or waive any informality which may appear to be in its best interest. The HCPSS decision of approving or disapproving of a proposed equal shall be final.
- D. When only one manufacturer or model is referenced, the absence of anything to the contrary will be interpreted as a bid on the exact item specified. Bidders offering proposed equal/substitute items other than those specified must state the product name, model, and manufacturer.
- E. Where several manufacturers of models are referenced as being equally acceptable and the bidder does not indicate what particular model or brand he is bidding on, the Procurement Office shall have the right to select the brand or model referenced.

1.17. SAMPLES

- A. When requested, samples shall be provided at no cost to the Howard County Public School System prior to or after the scheduled bid opening. All sample packages shall be marked "Sample" with a label that indicates the full Bid Title, Bid Number, Opening date and time, Name and Address of Bidder, and item number. All samples must be properly tagged or labeled and clearly identified. Samples are not required when none are requested.
- B. In the event the HCPSS requests a sample after the bid opening, the sample shall be delivered within ten (10) days of request for award consideration. Delivery of samples shall be to: The Howard County Public School System, ATTN: Custodial Services, 9020 Mendenhall Court, Columbia, Maryland 21044.
- C. In the event a sample is consumed or destroyed in the evaluation process, The Howard County Public School System shall be held harmless and not liable for any cost of sample(s).
- D. Samples must be picked up within ten (10) days after contract award, after which samples will be considered abandoned and will become the property of the Board of Education.
- E. Samples from the successful Bidder may be held during the contract performance period as a standard of quality and will be available for return upon contract completion.

1.18. EXCEPTIONS

If a bidder takes any exceptions to the terms and conditions of the RFP, the bidder shall notify the Procurement Specialist in writing by sending exceptions to **lena_lee@hcpss.org** no later than the deadline to submit questions. Failure to take exceptions within the timelines indicated shall be construed by HCPSS as full acceptance of the stated terms and conditions. Exceptions and/or modifications to the terms and conditions of the RFP are not accepted as an integral part of any awarded contract unless they have been agreed to in writing by an authorized HCPSS representative.

1.19. SIGNING OF FORMS

- A. The Bid, if submitted by an individual, shall be signed by the individual; if submitted by a partnership, they shall be signed by such member or members of the partnership as have authority to bind the

partnership; if submitted by a corporation, they shall be signed by an officer, and attested by the corporate secretary or an assistant corporate secretary. If not signed by an officer there must be attached a copy of that portion of the by-laws or a copy of the board resolution, duly certified by the corporate secretary, showing the authority of the person so signing on behalf of the corporation.

- B. If awarded a contract for these services, the contractor agrees to sign the Standard Contract Agreement (See Contract Sample in Bonfire).

1.20. BID WITHDRAWAL

No bid may be withdrawn after it is submitted to HCPSS unless the Bidder makes a written request to the Procurement Specialist before the time set for receipt of bids, or if HCPSS fails to award or issue a notice of intent to award, or the Bidder provides clear and convincing evidence that a mistake in the price bid has been made, and only then with the approval of the HCPSS Director of Procurement. **Note:** Bonfire allows submissions to be withdrawn and edited until the closing time and date of the solicitation.

1.21. BUSINESS REGISTRATION

Before a business entity can do business in the State of Maryland, it must be registered with the State Department of Assessments and Taxation (SDAT) and be "in good standing". For registration information, please visit <https://www.egov.maryland.gov/businessexpress>. Bidder's failure to complete registration with SDAT will disqualify an otherwise successful Offeror from final consideration and recommendation for Contract award.

1.22. IRREGULARITIES AND ERRORS

- A. HCPSS reserves the right to waive any minor mistakes in the solicitation or bid. HCPSS reserves the right to negotiate or modify any element of the solicitation to ensure that the best possible arrangements for achieving the stated purpose are obtained.
- B. If a bidder discovers any ambiguities, conflicts, discrepancies, exclusionary specifications, omissions, or other errors in this RFP, bidder must immediately notify the Procurement Office. If a bidder fails to so notify the Issuing Office, such bidder submits a response at its own risk and under such conditions. If such bidder is awarded a contract, then it is not entitled to additional compensation, relief, or time by reason of the error or its later correction.
- C. Failure of the bidder to thoroughly understand all aspects of the solicitation before submitting their bid will not act as an excuse to permit withdrawal of their bid nor secure relief or plea of error. Neither law nor regulation makes allowances for errors or omissions on the part of the bidder.
- D. HCPSS reserves the right to change the contents of this solicitation. Changes will be made in the form of written addenda and posted to Bonfire.
- E. It is the Bidder's sole responsibility to monitor Bonfire prior to submitting their bid and acknowledge receipt of said addenda on the proper form. Failure to do so may result in non-receipt of important information and may not relieve such Bidder from any obligation under their bid submittal.

SECTION II: TERMS AND CONDITIONS

2.1. CONTRACT AWARD

- A.** It is the intent of the Howard County Public School System to award the highest ranking responsive and responsible Bidder(s) meeting requirements. HCPSS retains the right to award in aggregate, item-by-item, group-by-group, in full or in part, make multiple awards, partial awards, to increase or decrease quantities where quantities are shown and may reject any bid which indicates any omission, contains alteration of form or additions, or imposes conditions, or offers alternate items and may make any award which is deemed in the best interest of the HCPSS or to make no award at all at its sole discretion.
- B.** HCPSS shall be the sole authority as to whether Bidder's offer meets specifications or are an approved equal and further reserves the right to reject any or all bids or waive any informality which may appear to be in its best interest. HCPSS further reserves the right to consider information other than price when evaluating bids.
- C.** HCPSS reserves the right to make an award with or without negotiations or to request best and final offers or to make award with or without further review.
- D.** In the event of tie bids where all factors are equal, award shall be made to one of the tie bidders in the following order of preference: Howard County based Bidder, the out of county Bidder but incorporated in Maryland, and then the out of state-based Bidder. In the event a tie bid still exists, the Director of Procurement or their designee, shall conduct a coin toss for selection of the potential Award Bidder or seek a geographical, proportional or divided award of contract, whichever is in the best interest of HCPSS.

2.2. CONTRACT DOCUMENTS

- A.** Contract Documents consist of all solicitation documents, the specifications and scope of work, any applicable addenda, and any additional documentation issued. All materials and documents associated with this solicitation will be included in the Contract which the Board of Education awards as a result of this solicitation and will become the contract. The Bidder, by submitting its bid, agrees that if awarded the contract that it will be bound under the contract to all the Terms and Conditions of the Contract Documents for any future goods and/or services awarded under this contract.
- B.** If Bidder's submission is accepted and awarded, it will become incorporated and an integral part of the contract. However, Bidder's terms and conditions and any exceptions to HCPSS terms and conditions, unless expressly accepted by HCPSS, shall be excluded from the contract documents.

2.3. ORDER OF PRECEDENCE

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

- 1. Section III: Specifications
- 2. Section II: Terms and Conditions
- 3. Section I: General Information
- 4. Appendices

2.4. INITIATION OF WORK

A Notice to Proceed is a crucial piece of communication issued by the owner or the owner's authorized representative and/or agent to the contractor, signaling that all pre-contract conditions have been met and that work or services outlined in the Solicitation Documents can begin according to the terms laid out in the contract. A Notice to Proceed may be delivered after the Board of Education of Howard County has

approved the spending authority, but prior to the Parties signing of the official contract. The official contract shall be substantially the same as the contract template that has been provided within the solicitation documents. The Contractor shall start work immediately after receiving the Notice to Proceed and the execution of the official contract shall not delay the contractor's start.

2.5. FUNDING

The contractual obligation of HCPSS under this contract is contingent upon the availability of appropriate funds from which payment for this contract can be made. In the event that the necessary funds are not appropriated, the affected contract becomes null and void effective July 1 of the fiscal year for which funding requests have been denied.

2.6. TAXES

- A.** The Howard County Public School System is tax exempt, and any price quoted shall not include federal excise taxes, state or local taxes, or use taxes.
- B.** The bidder is responsible for all taxes, including but not limited to sales and use taxes on the purchase of the bidder's equipment and materials, or any equipment and materials supplied to the Board of Education on the project.

2.7. BILLING AND PAYMENT

- A.** All invoices for purchases made by HCPSS are to be submitted to:

Howard County Public School System
10910 Clarksville Pike
Ellicott City, MD 21042
- B.** Electronic invoicing is accepted. Please contact the contract manager for submission address. To ensure prompt payments, you must follow these guidelines:
 - 1.** All invoices must contain a valid Howard County Public School System purchase order number and/or contract number.
 - 2.** Invoices shall be itemized and should fully describe the services provided.
 - 3.** After review and approval, the invoices shall be submitted to the Office of Accounting for payment.
- C.** Invoices may be returned for correction. Invoices shall be submitted to HCPSS no later than sixty (60) days following services rendered or HCPSS' receipt of goods. Contractor agrees to expressly waive its right to payment if invoices are not submitted within sixty (60) days following services rendered, receipt of goods, or completion of project milestones, whichever is later. Untimely receipt of invoices will not be processed nor paid by HCPSS.

2.8. DELIVERY

- A.** For HCPSS orders, all orders shall be delivered FOB destination to the Howard County Public School System's designated school or office location(s) indicated at the time of order, between 7 a.m. and 3 p.m., Monday through Friday, except holidays.
- B.** Awarded Bidder demonstrating habitual delivery deficiencies may be subject to termination of contract.
- C.** Purchase order number, description of equipment, and quantities must be identified on all tickets for items delivered.

2.9. INSURANCE

The Bidder has in force, or shall obtain, and will maintain insurance for the full term of the contract (including any executed renewals) in not less than the amounts specified and in accordance with the

requirements contained in Appendix B: Insurance Requirements. **The Board of Education of Howard County must be listed on the Policy** and listed as a certificate holder as indicated in Appendix B.

2.10. SUBCONTRACTING OR ASSIGNMENT

- A.** It is mutually understood and agreed that Awarded Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of their contract or their rights, title or interest, therein, or their power to execute such contract in whole or in part to any other person, firm, or corporation, without the previous written consent of the HCPSS' Purchasing Director, but in no case shall such consent relieve the contractor from their obligation, or change the terms of the contract or purchase order.
- B.** Assignment or subcontracting without the written approval of HCPSS will be cause for termination.
- C.** In the event that some or all of the services and/or goods under this solicitation are permitted to be subcontracted, the bidder shall identify all proposed subcontractor/sub-consultants who will be furnishing services and/or under the terms of this solicitation. Subcontractor/sub-consultants shall conform in all respects to the applicable provisions specified for the prime contractor and shall be subject to approval by HCPSS. If a subcontractor/sub-consultant is determined to be unacceptable by HCPSS, the contractor shall substitute an acceptable subcontractor/sub-consultant with no change in any contract unit prices or overall contract sum. If a firm fails, within a timely manner, to propose another subcontractor/sub-consultant to which HCPSS has no objection, HCPSS reserves the right to reject the bid. The bidder will use only those subcontractors/sub-consultants approved by HCPSS. All subcontractor/sub-consultants shall comply with all federal and state laws and regulation which are applicable to the services covered by the subcontractor and shall include all terms and conditions set forth herein which apply with equal force to the subcontractor/sub-consultant, as if they were the contractor referred to herein. The Awarded Bidder is responsible for the contract performance, whether or not subcontractor/sub-consultants are used.

2.11. CHANGES, ALTERATIONS OR MODIFICATIONS IN THE SERVICES

- A.** 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 Contractor or in the contract cost thereof.
- B.** If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of any service under this contract, whether or not changed by an order or amendment, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. Any claim of the Contractor for adjustment under this clause must be asserted in writing within thirty (30) days from the date of receipt by the Contractor 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.
- C.** No services for which an additional cost or fee will be charged by the Contractor shall be furnished without prior written authorization of HCPSS.

2.12. DELAYS AND EXTENSIONS OF TIME

The Contractor shall execute the work continuously and diligently and no charges or claims for damages shall be made by the Contractor for any delays, acceleration, or hindrance, from any cause whatsoever, during the progress of any portion of the services specified in the contract documents. Any and all time extensions and/or changes/substitutions of products, materials, equipment, and/or supplies must be requested in writing by the Contractor before the extension and/or change takes place, and must be approved in writing by HCPSS. 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 may be granted only for excusable delays such as delays beyond the control and without the fault or negligence of the

Contractor.

2.13. PRICE ADJUSTMENTS

- A.** HCPSS will only consider adjustments on labor rates based only upon federal minimum wage increases and decreases in the Consumer Price Index (CPI-W), Baltimore Region, as published by the Bureau of Labor Standards. Requested increases above a five percent (5%) cap will not be considered. In order to receive consideration for a price increase, the Contractor must submit to The Howard County Public School System, sixty (60) days prior to the contract expiration date, a statement of any change in the hourly rate wage actually to be paid to its employees during the renewal term.
- B.** If approved by HCPSS, adjustments will be calculated by comparing the current index with the previous year's index so as to determine the change in index points. The point change will then be divided by the price index to obtain the percentage of change. The percentage of change will then be multiplied by .75 to obtain the adjustment to be applied to the current prices.
- C.** The HCPSS will also consider adjustments based on fees outside of the control of the Contractor, such as manufacturer price increases. However, such increases will be a "pass through" to the Howard County Public School System with no markup allowed. For such changes to be considered by the Howard County Public School System, documentation from the manufacturer (or any other applicable party) assessing a cost increase must accompany a written request from the Contractor. The Howard County Public School System will then review the request and advise the Contractor of approval or disapproval of the price change request. Price increase requests will not be considered if not accompanied with the proper information. Requests must be sent to the Procurement Specialist and the Contract Manager for approval.

2.14. 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 the contract documents without undue delays and without cost to HCPSS. The acceptance of the work set forth herein by HCPSS shall not relieve the Contractor of this 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 Cause:** 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 providing thirty (30) days' 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 fair and equitable compensation for satisfactory performance of services or goods delivered prior to the 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:** HCPSS has the right to withdraw from the terms of the contract in whole or in part, without showing cause, by providing thirty (30) calendar days written notice to the Contractor. HCPSS shall pay all reasonable costs incurred by the Contractor up to the date of termination. The Contractor shall not be reimbursed for any anticipatory profits, which have not been

earned up to the date of termination. The Contractor agrees that the Contractor does not have a right to termination for convenience.

- E. Termination for Non-Appropriation of Funds:** HCPSS may terminate this contract in whole or in part due to insufficient funding with at least thirty (30) calendar days written notice to the Contractor. HCPSS shall pay for all of the purchases, if any, incurred up to the date of the termination notice. However, the Board'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 or otherwise made available; provided, however, that this shall not affect either HCPSS's rights or the Contractor's rights under any termination clause in this contract. The effect of termination of the contract hereunder shall be to discharge both the Contractor and HCPSS from future performance of the contract, but not from their rights and obligations existing at the time of termination.
- F. Obligations of Contractor upon Termination:** Upon notice of termination as provided 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, and 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.
- G. 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.

2.15. RESPONSIBILITIES AND WARRANTIES

- A.** Contractor shall perform the services and/or provide the goods with that standard of care, skill, and diligence normally provided by a Contractor, or professional in the performance of services and/or goods similar to the services and/or goods 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 NOT 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.** Contractor 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.
- E.** Contractor warrants 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.

- F. Contractor warrants 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.
- G. Contractor warrants 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.
- H. Contractor agrees that the equipment or supplies furnished under this award and or contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such equipment or supplies and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the HCPSS by any other clauses of the contract. All equipment shall in the very least carry a standard factory warranty against defects in parts and workmanship for the time period stated in the product warranty specifications and/or for two (2) years from date of acceptance. If the manufacturer warrants equipment for a period longer than two (2) years, the Contractor shall pass through this time to HCPSS. All warranty work shall be accomplished to the satisfaction of HCPSS within seventy-two (72) Hours of notification of the work to be done.

2.16. PROTESTS AND DISPUTES

- A. 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 Procurement Specialist in writing, no later than seven (7) calendar days after the basis for the claim or dispute is known or should have been known. A formal written response to the claim or dispute shall be issued by the Procurement Specialist in a timely manner. If the Award Bidder is unsatisfied with this response, the Award Bidder may appeal the Procurement Specialist's decision to the Director of Procurement, who shall reduce his decision in writing and mail or otherwise furnish a copy to the Award Bidder. This decision of the Director of Procurement shall be the final and conclusive action.
- B. HCPSS reserves the right to proceed with the work under the Contract Documents during the dispute process if it is in the best interest of HCPSS, at HCPSS' sole discretion. There shall be no appeal or dispute of termination for non-appropriation of funds or for loss of appropriated funds. Any costs incurred in the dispute process will be borne by the bidder in all instances.

2.17. GOVERNING LAW AND VENUE

The Contract Documents shall be governed by the laws of the State of Maryland and nothing in these Contract Documents shall be interpreted to preclude HCPSS from seeking, after completion or termination of the agreement, any and all remedies provided by law. Any lawsuit arising out of the Contract Documents shall be filed in the appropriate state court of competent jurisdiction located in Howard County, Maryland.

2.18. WAIVER OF JURY TRIAL

The Contractor and HCPSS hereby waive trial by jury in any action or proceeding to which HCPSS and/or Contractor are parties arising out of or in any way pertaining to the Contract Documents. It is agreed and understood that this waiver constitutes a waiver of trial by jury of all claims against all parties to such actions or proceedings, including claims against parties who are not parties to the Contract Documents. This waiver is knowingly, willingly and voluntarily made by HCPSS and the Contractor and the Contractor hereby represent and warrant that no representations of fact or opinion have been made by and individual to induce this waiver of trial by jury or to in any way modify or nullify its effect. The parties further represent and warrant that they have been represented or have had the opportunity to be represented, in the signing of the Contract Documents and in the making of this waiver by legal counsel, selected of their own free will, and that they have had the opportunity to discuss this waiver with legal counsel.

2.19. EXAMINATION OF RECORDS

Contractor agrees that the auditor of HCPSS or any of their duly authorized representatives shall, have five

(5) years after the final renewal expiration date 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.

2.20. 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.

2.21. COOPERATIVE PURCHASING CLAUSE

- A.** In accordance with State Finance and Procurement Article, Sect. 13-110, Maryland Annotated Code, HCPSS reserves the right to extend the terms of any contract resulting from this bid to public bodies, subdivisions, school districts, community colleges, colleges, and universities including nonpublic schools.
- B.** Contractor will, when requested, provide goods and services at the same prices and under the same terms and conditions as set forth in this Contract to any public or nonprofit agency that, at the time of request, has a Cooperative Purchasing Agreement with the District or participates in the Baltimore Regional Cooperative Purchasing Committee (BRCPC) and/or Axia Cooperative purchasing programs. See <https://baltometro.org/committee/baltimore-regional-cooperative-purchasing-committee/> for information about BRCPC. Participating agency lists are subject to change.
- C.** Each participating agency that orders goods or services under this Contract as provided above is solely responsible for paying Contractor for those goods and services. HCPSS, BRCPC and Axia Cooperative are not responsible for any disputes arising out of transactions made by others.

2.22. COOPERATIVE PARTNER

- A.** Axia Coop LLC (“Axia Cooperative” or “Axia”) is a national public sector cooperative purchasing organization. Axia works with respected leaders from the public procurement community to offer a growing portfolio of master agreements that leverage national volume to deliver savings, efficiency, and innovation for non-federal public sector agencies. Each agreement is publicly solicited by a lead agency utilizing the strictest of procurement standards. The resulting awards address the dynamic needs of today’s evolving market while providing both value and cutting-edge solutions. For more information about the contracting process, please visit axiacoop.org/contracting-process.
- B.** HCPSS has entered into an agreement with Axia Cooperative to facilitate the Request for Proposals (RFP) and act as the primary contracting authority for the term of the resulting contract(s). Resulting contract(s) is/are made available to other public agencies nationally for “piggybacking” through the Axia Cooperative purchasing program and authorized by various joint powers authority statutes, rules and regulations within each state and local jurisdiction.
- C.** While Axia Cooperative makes no guarantees as to exact quantities and/or purchase volume made by Participating Agencies, the estimated annual volume range for purchases made nationwide through this contract category is \$25,000,000 - \$50,000,000. Please see Attachment A for more information regarding the Axia Cooperative purchasing program.

2.23. NON-HIRING OF OFFICIALS AND EMPLOYEES

No official or employee of HCPSS whose duties as such official or employee include matters relating to or affecting the subject matter of this contract, shall during the pendency and term of this contract and while serving as an official or employee of HCPSS become or be an employee of the contractor or any entity that is a subcontractor on this contract.

2.24. ACCESS TO PUBLIC RECORDS ACT NOTICE

- A. The Board of Education of Howard County is subject to the Maryland Public Information Act, General Provisions Article, Title 4 Public Information Act.
- B. All information submitted as part of this offer is subject to release under the Maryland Public Information Act (MPIA) unless HCPSS has determined that parts of the submittal are confidential.
- C. Prior to the award of bids and contracts, the Board of Education of Howard County reviews and approves cost to be incurred by the school system - therefore, offerors should be aware that submission to this RFP may subject your pricing offer to release in a public forum. Additionally, pricing and payments made by HCPSS under the resulting Contract may also become subject to release as public information. HCPSS may consider both the ability to obtain necessary pricing from future offerors as well as the potential to cause harm to the competitive position of offerors in determining release of pricing detail. If you would like HCPSS to consider redactions in the event that your proposal is subject to a MPIA request, submit a proposed MPIA copy including justifications for each redaction and under what specific exemption that justification is qualified for redaction. Vague and general claims as to confidentiality will not be accepted. It is recommended that respondents consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. Final decisions for releasability are the sole responsibility of HCPSS based on available information at the time of receipt of the public information requested.
- D. Copyrighted submittals are unacceptable and will be disqualified as non-responsive. All submittals become the property of HCPSS.

2.25. 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.

2.26. OWNERSHIP AND USE

- A. All materials, including but not limited to training documents, program and software, diagnostic equipment and energy information systems furnished by Bidder 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.
- B. All documents, materials or data developed as a result of this contract shall be the property of HCPSS. Therefore, HCPSS has the right to use and reproduce any documents, materials, and data, including confidential information, used in or developed as a result of this contract. HCPSS may use this information for its own purposes or use it for reporting to state or federal agencies. The Contractor must keep confidential and warrants that it has title to or right of use of all documents, material, or data used or developed in connection with this contract.

2.27. ADHERENCE TO SCHOOL SYSTEM POLICIES AND STATE AND FEDERAL REGULATIONS

The Contractor and any Subcontractor personnel assigned to this project must be cognizant and abide by the Board of Education of Howard County 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 Board policies and Implementation Procedures. Moreover, the Contractor shall be cognizant and enforce all federal and state regulations and policies and all bids and subsequent work shall adhere to known regulations and policies.

2.28. SEX OFFENDER NOTIFICATION

- A.** 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.
- B.** As a contractor/consultant working for 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 requires that any person who enters into a contract with a county board of education "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.
- C.** Each contractor shall regularly screen their workforces 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 immediate termination of the contract for cause.
- D.** Additionally, § 6-113 of the Education Article further requires 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 all assigned employees comply with the requirements.

2.29. CRIMINAL HISTORY BACKGROUND CHECKS

All employees, agents, or representatives of the Contractor who will be performing work on any phase of the contract arising out of this Bid may be subject to a criminal history background check by HCPSS. Such persons, if requested by the school system, must provide fingerprints and other required information in accordance with HCPSS requirements to facilitate such a check, as well as pay for the necessary fees to obtain such a check from the federal or state government. At the completion of a background check, the school system may, at its sole discretion, decide that a particular employee, agent, or representative of the Contractor be barred from school system property.

2.30. ETHICS

- A.** The Board of Education of Howard County has adopted an Ethics policy. Required by state statute, these Ethics regulations cover members of the Board of Education, the Superintendent, and all employees; and it specifies limits of participation of these individuals with entities doing business with The Howard County Public School System. For a copy of the regulations, please contact the Procurement Office, Howard County Department of Education (410) 313-6644.

- B.** In accordance with Board Policy 2070 (Ethics), bidders are hereby notified that the giving or offering of a gift or series of gifts to a Board official or employee is improper and may result in disqualification from future work on the grounds that the bidder is no longer a responsible bidder. All bidders are placed on notice that all questions/interpretations concerning the Board Ethics Policy may be submitted to the Ethics Review Panel.

2.31. DEBARMENT STATUS

By submitting their bid, the bidder certifies that they are not currently debarred by the State of Maryland or another governmental entity from submitting bids or bids on contracts for the type of products or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

2.32. TOBACCO FREE AND ALCOHOL/DRUG FREE ENVIRONMENT

The Board of Education of Howard County maintains a tobacco, alcohol/drug free environment. The sale or use of tobacco, alcohol, or drugs, in any form, or related product, is prohibited in school buildings and grounds at all times. Persons found violating this policy will be requested to remove the product and themselves from school premises. Repeated use or sale of tobacco on HCPSS property, or any use or sale of alcohol, misuse of other drugs, or any use of illegal drugs by a contract employee while servicing this contract or while on HCPSS property will result in a prohibition of that employee from servicing the HCPSS contract. Repeated instances of violations by contract employees may result in termination of the contract for cause.

2.33. INDEMNIFICATION

- A.** The Contractor shall be responsible for any loss, personal injury, expense, death and/or any other damage which may occur by reason of its acts, negligence, willfulness, or failure to perform any of its obligations under this agreement. Furthermore, any acts on the part of any agent, director, partner, servant or employee of the Contractor are deemed to be the Contractor's acts.
- B.** Contractor agrees to indemnify and hold harmless the Howard County Public School System and its Board, employees, agents, representatives, and students from any claim, damage, liability, expense, and/or loss, including defense costs and attorney fees, arising directly or indirectly out of the Contractor's performance under the Contract Documents. The indemnification obligation of the Contractor shall include but shall not be limited to injuries to individuals and property of individuals who are not parties to the contract. In addition, the indemnification obligation of the Contractor shall cover the acts or omissions of any permitted subcontractors hired by the Contractor. Furthermore, the indemnification obligation of the Contractor shall survive termination of the contract for any reason.

2.34. PERMITS, CODES AND LAWS

All work shall be in accordance with all State, County, Federal, and Governmental rules, regulations, and laws. The contractor is responsible for assuring that all of their employees and the services provided under the contract follow and comply with any such requirements pertaining to and applicable to the service being provided under this contract. All costs to comply with these requirements shall be paid by the contractor and included in the contractor's Bid price.

2.35. eMARYLAND MARKETPLACE ADVANTAGE REGISTRATION

Bidders are required to register on eMaryland Marketplace Advantage (eMMA) before an award can be given. Maryland law requires local and state agencies to post award notices on eMaryland Marketplace Advantage. This cannot be done without the awarded bidder's self-registration in the system. Registration is free and can be done by going to <https://procurement.maryland.gov>. Failure to comply with this requirement will be considered grounds for default. It is recommended that any interested bidder register with eMaryland Marketplace Advantage regardless of the award outcome for this procurement as it is a

valuable resource for bid notification for municipalities throughout Maryland. If you have any questions or need assistance, contact the help desk at emma.helpdesk@maryland.gov.

2.36. RIGHT TO STOP WORK

If HCPSS determines, either directly or indirectly, that the Contractor's performance is not within the specifications, terms or conditions of this bid and/or that the quality of the job is unacceptable, HCPSS has the right to stop work. The stoppage of work shall continue until the default has been corrected and/or corrective steps have been taken to the satisfaction of HCPSS. HCPSS also reserves the right to re-bid this contract if it is decided that performance is not within the specifications as set out.

2.37. NON-DISCRIMINATION

- A. In the execution of the obligations and responsibilities hereunder, included, but not limited to hiring or employment made possible by or relating to the Contract Documents, or the provisions of goods and services provided, the Awarded Bidder shall not discriminate against persons on the basis of religion, ancestry or national origin, sex, age, marital status, sexual orientation, gender identity, disability, or genetic information. For more information, contact the Equity Assurance Office of the Howard County Public School System at 10910 Route 108, Ellicott City, MD 21042 or call 410-313-6654.
- B. HCPSS 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 the awarded contract acknowledges your commitment and compliance with ADA.

2.38. INDEPENDENT CONTRACTOR

The Contractor shall be considered an independent contractor and not an employee of the Board. The Contractor shall be responsible for the reporting and remittance of all state and federal taxes as an independent Contractor, including without limitation, FICA and state and federal unemployment taxes. As the Contractor shall not be deemed a Board employee, it is understood and acknowledged that the Contractor shall not be entitled to Board employee benefits, including but not limited to, retirement and health insurance, and the Contractor expressly disclaims any right or entitlement thereto. If the Contractor is an employer, it warrants that it has and will continue to carry at all times under this Agreement workmen's compensation meeting the minimum coverage requirements under Maryland law.

2.39. CONTRACTOR PERFORMANCE/EVALUATION SCORECARD

- A. Upon completion of a project/service or at any time during the project/service, the Contractor may receive a performance evaluation scorecard rating the Contractor's performance on the project/service. The evaluation scorecard will become part of the contractor's permanent file. A sample Contractor Performance/Evaluation Scorecard is included with the solicitation documents.
- B. A contractor receiving a 70% or less overall evaluation scorecard rating for a project/service may be disqualified for bidding on any future project/service with the HCPSS for a period of three (3) years and/or for the remaining contract term including renewal options.

2.40. ANTI-BRIBERY

Bidder warrants that neither it nor any of its officers, directors, or partners nor any of its employees who are directly involved in obtaining or performing contracts with any public body has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the federal government.

2.41. MULTIPLE BIDS

No bidder will be allowed to submit more than one bid for a solicitation regardless of the availability of several items or services that they feel may perform the same function or meet the specifications as described in the solicitation. If a bidder should submit more than one bid for a solicitation, all solicitations may be rejected at the discretion of HCPSS.

2.42. FORCE MAJEURE

Force Majeure shall be defined as an event beyond the control of the affected party and not avoidable by reason of diligence. It includes the acts of nature, war, riots, strikes, fire, floods, epidemics, pandemics, government decrees and/or similar occurrences. If either party is delayed by a force majeure event, said party shall provide written notification to the other within forty-eight (48) hours. Delays shall cease as soon as practicable and written notification shall be provided. The time of contract completion may be extended by contract modification request, for a period of time equal to that of the delay caused under this condition. HCPSS reserves the right to cancel the contract and/or purchase materials, equipment, or services from the best available source during the time of force majeure, and the Awarded Bidder shall have no recourse against HCPSS. Further, except for payment of sums due, neither party shall be liable to the other nor deemed in default under this contract to the extent that such party's performance is prevented by reason of force majeure as defined herein.

2.43. TECHNOLOGY-BASED INSTRUCTIONAL PRODUCTS

All HCPSS technology based instructional products (instructional software, online resources, and computer-based equipment) must be consistent with Section 508 federal Rehabilitation Act, of 1973 Maryland Subpart B Technical Standards, and the most recent revision of WCAG Standards at level AA, for accessibility by students and staff, with disabilities.

For digital tools, Contractors are required to submit an accessibility conformance report that includes a Voluntary Product Accessibility Template for any invitation for bids, requests for proposals, procurement contracts, grants, or modifications to contracts or grants. The accessibility conformance report must explain how information and communication technology products, including software, electronic content, and support documentation, conform to the most recent Section 508 standards for information technology accessibility under the federal Rehabilitation Act of 1973. The instructions to do so, and the required forms can be found at the General Services Administration (GSA) Section 508 website at <https://www.section508.gov/sell/how-to-create-acr-with-vpat/>.

Contractor Notice of Equivalent Access Standards

Per Education Article, Section 7-910 of the Maryland Annotated Code, Equivalent access includes the ability to receive, use, and manipulate information and operate controls necessary to access and use information technology, including by nonvisual means, so that a student with disabilities can access the same services as a student without disabilities with substantially equivalent ease of use.

"Equivalent access" includes:

1. Keyboard controls used for input and synthesized speech;
2. Braille; and
3. Other audible or tactile means used for output.

"Nonvisual access" means the ability to receive, use, and manipulate information and operate controls necessary to access information and communications technology through keyboard controls, synthesized speech, braille, or other methods not requiring sight.

2.44. LIQUIDATED DAMAGES

In the event the Award Bidder fails to deliver the goods or services of the contract in accordance with the specifications, HCPSS reserve the right to purchase the goods/services on the open market in sufficient quantities to assure the continued operation of HCPSS. All additional expenses incurred by HCPSS as a result of such purchases will be deducted from the money owed or monies which may become due to the

Contractor.

2.45. MATERIAL SAFETY DATA SHEETS

Pursuant to Occupational Safety and Health Act (OSHA) 29CFR1910, where applicable, MSDS for the products supplied or used as a result of this contract must be attached to each shipment of product as well as mailed to:

The Howard County Public School System
Safety, Environment and Risk Management
10910 Clarksville Pike
Ellicott City, MD 21042

MSDS must show the contract number under which the products were supplied or used and certify that no asbestos containing products have been installed.

2.46. CONTRACTOR'S CONTRACT ADMINISTRATOR/COORDINATOR

The Contractor shall provide, at least one person who shall be designated as the Contract Administrator.

2.47. IDENTIFICATION

- A. All contractor personnel, working in or around buildings designated under this contract, shall have a valid driver's license or photo ID in their possession at all times and wear distinctive uniform clothing while on the school system's premises.
- B. Contractors will be required to provide identification and sign-in and sign-out at the front office at each site on a daily basis during the course of each project.
- C. The contractor shall determine and provide additional personal protective equipment required for the safe performance of work. Protective clothing, equipment, and devices shall, as a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used. Vehicles used by the contractor must be identified in accordance with state and local regulations and, if applicable, be labeled with an appropriate license number identifying the company's business license.

2.48. RIGHT TO ASSIGN WORK

The school system reserves the right to complete particular projects through this contract through the use of HCPSS employees or to obtain separate contracts through its normal procurement process according to the best interests of the school system.

2.49. ASBESTOS MATERIALS

- A. No products shall contain asbestos.
- B. Contractor may be required to submit documentation stating that the products ordered, provided or supplied under this contract do not contain asbestos.
- C. Any products from the Bidder/Contractor found to be containing asbestos shall be promptly removed from HCPSS property at the expense of the Bidder/Contractor. Credit for the product removed will be issued at the price paid. Contractor shall be responsible for any disposal and removal costs.

2.50. SUBSTITUTIONS FOR DELIVERED PRODUCT

Substitutions **ARE NOT** to be made, either by brand or type. The successful Contractor shall provide the brand initially offered and awarded. The successful Contractor acknowledges and agrees that the only party that may agree to a substitution of products, materials, equipment, and/or supplies is the HCPSS Contract Manager.

2.51. STANDARDS

All items listed herein shall be processed, packaged, and delivered in a manner so as to meet with the regulations of the Maryland Health Department, United States Department of Agriculture, Howard County Health Department, the Federal Food, Drug, and Cosmetic Act, and any other applicable laws.

2.52. PRODUCT TESTING DURING TERM OF CONTRACT

Goods delivered under any contract resulting from this solicitation may be tested for compliance with specifications stipulated herein. Any shipment failing to meet or comply fully with the specification requirements will be rejected. The cost of testing a representative sample of an order or shipment for acceptance shall be borne by the HCPSS unless the order is rejected for failure to meet specifications or purchase description. In such cases of rejection, the cost of testing will be charged back to the Contractor.

2.53. ACCEPTANCE & INSPECTION

All work and/or shipments shall be subject to the inspection and approval of Howard County Public School System's Contract Manager before final payment is made.

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SECTION III: SPECIFICATIONS/SCOPE OF WORK

3.1. GENERAL SPECIFICATIONS

- A. HCPSS is requesting the ability to access the bidder's website or a copy of the catalog(s) for all products and manufacturers offered by the bidder which are janitorial and/or sanitation related.
- B. The bid asks for a discount "Off" the manufacturer list price. It is up to the bidder to decide which manufacturers and products will be offered to the school system that apply to the discount(s) offered by the bidder.
- C. Bidders shall include an explanation with their bid when offering a range of discounts so the HCPSS can clearly determine how the discount range applies to the manufacturers and products offered. Failure to provide an explanation on how a discount range applies to the manufacturers and products offered may result in the rejection of the bid.
- D. The percentage off discount provided by the bidder shall be for any quantity. No minimum quantity orders and/or shipments shall be guaranteed.

3.2. CATALOG/WEBSITE

- A. Bidders shall provide information on the Bid Price Sheet regarding the most recently published product catalog/price list (if applicable) and/or the name of the company website where product information and list pricing can be accessed.
- B. Bidders shall provide an electronic copy of the most recent list pricing including discount(s) offered for all manufacturers and products offered if not on their website.
- C. Bidders shall provide catalog(s) upon request if applicable.
- D. **EQUIPMENT AND PRODUCT RECALL NOTICES:** In the event of any recall notice, technical service bulletin, or other important notification affecting equipment or product purchased from this Contract, a notice shall be sent to the Contract Administrator/Manager. It shall be the responsibility of the Contractor to assure that all recall notices are sent directly to any other participating agency's Contract Representative.

3.3. PRODUCTS AND SERVICES

- A. Products are to be Janitorial and Sanitation related and are to include, but are not limited to the following categories:
 - 1. **Dilution Control** - Dilution control chemicals and delivery systems ranging from hand-held to wall mounted systems.
 - 2. **Green Products** – Products and supplies that meet industry recognized certified green standards from independent third-party certifications like ecovadis, EcoLogo and Green Seal.
 - 3. **Industrial Paper and Dispensers** – Includes sanitary paper towels, toilet tissue, wipers, and proprietary and universal product dispensers.
 - 4. **Private Label** – Private branded products, supplies and equipment.
 - 5. **Hard Floor Care** – Products and supplies to care for flooring including wood, stone, concrete and resilient flooring. Products include cleaners, strippers, finishes, sealers, restorers, sweeps, absorbents, mats, pads, doodlebugs, bonnets, brooms, brushes, handles, buckets, wringers, dust pans, mops and squeegees.
 - 6. **Carpet Care** – Products and supplies such as pre-sprays, shampoo, spotters, cleaners, post treatments for carpet and upholstery.

- 7. Restroom Care –** Products and supplies including cleaners, brushes, deodorants, proprietary and universal dispensers, sanitizers, disinfectants, skin care and feminine products.
 - 8. Waste Receptacles, Compactors and Liners –** Products and supplies for the collection and disposal of waste.
 - 9. Machines, Accessories, and Service Parts –** Janitorial equipment such as auto scrubbers, floor machines, burnishers, extractors, vacuums, dryers, sweepers, steam cleaners and associated supplies, batteries and accessories.
 - 10. Institutional and Industrial Laundry and Kitchen –** Products and supplies specific to laundry and kitchen care.
 - 11. Industrial Tools & Supplies –** Tools, supplies and accessories to support cleaning activities including janitor carts, dusters, window cleaners, brushes, spray bottles, squeegees and gloves.
 - 12. Break Room and Food Disposable Supplies –** Including cups, plates, eating utensils, coffee supplies, etc.
- B.** All products being offered in response to this solicitation shall be in current and ongoing production; shall be formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.
- C.** All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the HCPSS within seven (7) days of initial notification.
- D.** The Bonfire Bid Table includes a list of frequently used items by HCPSS, some of which are brand specific. This is not a complete list but will be used in the evaluation process. Pricing submitted in this table should reflect the discounted final price to the school system.

3.4. ADDITIONAL OFFERINGS

- A.** Bidders are encouraged to include in their submittal other similar products that may be of use to the HCPSS and/or any other government agency who requests to utilize this contract. Please include relevant pricing information.

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SECTION IV: PROPOSAL EVALUATIONS

4.1. SUBMITTAL EVALUATION AND SELECTION

- A. HCPSS will evaluate all responsive submittals. A contract may be awarded to the Offeror(s) whose submittal best meets HCPSS requirements and needs at the time of the award.
- B. Submittals shall comprehensively address all the desired commodities and/or services outlined in the Request for Proposal. They shall demonstrate the successful performance of similar contracts and shall offer the most cost-effective submittal for the desired products and/or services.
- C. Submittals shall be evaluated by an evaluation committee. The Committee shall first review each submittal for compliance with the requirements of the Request for Proposal. The Committee may recommend that the HCPSS waive minor irregularities in order to assure quality of service in the remaining areas and if it determines that, the decision is in the best interests of HCPSS.
- D. HCPSS reserves the right to make an award with or without negotiations or request best and final offers or to make an award without further review.
- E. The Director of Procurement may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.
- F. The Director of Procurement may invite the highest rated offerors to make oral presentations to the evaluation committee. This committee shall then conduct a final evaluation of the proposals.
- G. Offerors are advised that, in the event of receipt of an adequate number of proposals which, in the opinion of the Director of Procurement, 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 which offerors are capable of submitting to the 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.

4.2. BASIS FOR AWARD

- A. The Committee shall conduct an evaluation of all responsive proposals based on the information provided in the questionnaire, and the evaluation criteria listed below.
- B. The information provided by the bidder will be evaluated against the requirements requested by the school system along with their bid pricing. Bidders not meeting the requirements and experience required of the HCPSS will not be considered for award.
- C. The evaluation will consist of one hundred (100) total points. The Committee will use the following criteria in preparing its evaluation of each qualifying submittal as follows:
 - 1. Firms Experience and Qualifications, including references – 35 points
 - 2. Methods and Approach – 35 points
 - 3. Proposed Cost - 30 points
- D. It is the responsibility of the bidder to adhere to all requests for submittals in this document and to provide adequate information in order for the HCPSS to evaluate the bidder's capability to fulfill the requirements of the bid.

APPENDIX A: BID PRICE

Bidder: _____ Date: _____

The Howard County Public School System may take _____% from List Price. Discounts may be applied per product category. Other pricing methodologies may be considered (such as Discount off of "Web" Pricing). Please specify from which product listing the proposed discount will be applied.

The discount that Bidder states in the Bid Price Sheet may be utilized for items represented in their paper and/or electronic catalog, or on their website, whichever is lowest, unless specified by Bidder.

Discount applied to, (Catalog Name, Date): _____

Discount applied to, (Website Address): _____

Check line below if applicable:

_____ I/we have submitted an electronic copy containing the discount(s) offered above that includes the pricing for all manufactured products offered by the bidder.

_____ I/we have submitted additional information regarding discounts, pricing, manufacturers, additional proposed services, etc. along with the Bid Price Sheet and Bid Table. The information consists of _____ additional pages.

_____ I/we have completed the Bid Table located in Bonfire for all products applicable to our bid.

BID TABLE

Bid table shall be completed for any product(s) offered. Pricing shall reflect the final price (after discount) offered to HCPSS. If Offeror does not sell products listed, you may enter a no bid for any applicable item(s). Offerors who do not offer products listed in the Bid Table will still be considered for award based on their proposed offerings.

BID PRICE SIGNATURE SHEET

A. Bidder's Certification

1. I/we hereby propose to furnish and deliver supplies, equipment, or services, in accordance with specifications and stipulations contained herein, and at the prices quoted. I/we certify that this bid is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same supplies, materials, or equipment and is in all respects fair and without collusion or fraud.
2. I/we certify that this bid is made without having contacted any employee within The Howard County Public School System unless such contacts were previously authorized by the Purchasing Officer.
3. I/we certify that this bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived and agreed, directly or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding and is not in any manner, directly or indirectly, sought by agreement of collusion or communication or conference, with any person to fix the bid prices of the affidavit or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any bidder, or to secure any advantage against the Board of Education of Howard County or any other person interested in the proposed contract; and that all statements in said proposal or bid are true.
4. I/we 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.
5. I hereby certify that I am authorized to sign for the bidder.

B. Vendor/Contractor Disqualification - Bribery

1. A person convicted of bribery, attempted bribery, or conspiracy to bribe shall be disqualified from entering into a contract with any county or other subdivision of the state. Every business entity upon submitting a bid or otherwise applying for a contract shall submit an affidavit stating whether it, its officers, directors, partners, or its employees have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government.

Submitted by: _____

Company Name

Person Authorized to Sign Proposals

Title of Authorized Representative

Signature of Authorized Representative

Date

APPENDIX B: INSURANCE REQUIREMENTS

1. General Insurance Requirements

- 1.1. The Contractor/Consultant/Vendor (hereinafter "Vendor") shall not commence any operations or services on behalf of the Board of Education of Howard County (the "Board") until the Vendor has obtained at the Vendor'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 Vendor 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 Vendor shall require all Subcontractors to maintain during the term of the Contract insurance to the same extent required of the Vendor herein unless any such requirement is expressly waived or amended by the Board in writing. The Vendor 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 thirty (30) days prior written notice has been given to the Board.
- 1.5. No acceptance and/or approval of any insurance by the Board shall be construed as relieving or excusing the Vendor from any liability or obligation imposed upon the Vendor by the provisions of this Contract.
- 1.6. If the Vendor does not meet the insurance requirements of this Contract, the Vendor 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 Vendor must comply with the insurance requirements as specified in this Contract.
- 1.7. All required insurance coverage 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 the Board grants specific approval for an exception.
- 1.8. Any deductibles or retentions in excess of \$10,000 shall be disclosed by the Vendor and are subject to the Board's written approval. Any deductible or retention amounts elected by the Vendor or imposed by the Vendor's insurer(s) shall be the sole responsibility of the Vendor.
- 1.9. If the Board is damaged by the failure or neglect of the Vendor to purchase and maintain insurance as described and required herein, without so notifying the Board, then the Vendor shall bear all reasonable costs properly attributable thereto.
- 1.10. Any and all return premiums and/or dividends for insurance or coverage directly charged to the Board by the Service Provider in connection with this Contract shall belong to and be payable to the Board.

2. General Insurance Requirements

- 2.1. The Vendor 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 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; and
- iii. Contractual liability including protection for the Contractor 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. Vendors providing consulting or other professional services are required to have errors or omissions liability (or Professional Liability) insurance or its equivalent for the Service Provider firm or organization and its employees with limits totaling at a minimum:

\$1,000,000 each person or claim; and
\$2,000,000 annual aggregate.

2.1.4. Vendors providing information technology services or storing personally identifiable information/data for the Board and its employees, cyber Liability for both first-party liability coverage and third-party liability coverage shall be required in the following minimum amounts:

\$1,000,000 Network Security and Privacy Liability
\$1,000,000 Media Communications / Brand or Reputation Liability
\$1,000,000 Data Breach
\$1,000,000 Data Loss /Interruption of Computer Operations
\$1,000,000 Regulatory Response
\$1,000,000 Systems Damage
\$1,000,000 Threats or Extortion
\$2,000,000 Annual Aggregate for all Cyber Liability

2.1.5. If the Vendor 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.

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

2.1.7. Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:

\$1,000,000 per occurrence;
\$1,000,000 aggregate for other than products/completed operations & auto liability; and
\$1,000,000 products/completed operations aggregate; and

including all of the following coverages on the applicable schedule of underlying insurance:

- i. Commercial general liability;
- ii. Business auto liability; and
- iii. Employers liability.

2.2. The Board of Education of Howard County and its elected and appointed officials, officers,

employees and authorized volunteers shall be named as additional insureds on the Contractor's commercial general liability insurance with respect to liability arising out of the services provided under this Contract by Vendor.

- 2.3. Insurance or self-insurance provided to the Board and its elected and appointed officials, officers, employees and authorized volunteers under any Vendor's liability insurance or self-insurance required herein 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 Vendor's liability insurance policies required herein.)
- 2.4. Insurance or self-insurance provided to the Board 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 Board's elected and appointed officials, officers, employees and authorized volunteers shall be excess of and non-contributory with insurance or 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 Vendor has been issued on a "claims made" basis, the Vendor must comply with the following additional conditions:
 - 2.5.1. The Vendor shall agree to provide certificates of insurance evidencing such claims made coverages for a period of one year after final payment by the Board for Contractor's services under this Contract. Such certificates shall evidence a retroactive date no later than the earlier of the date of this Contract or the commencement of Contractor's services under this Contract; or
 - 2.5.2. The Vendor shall purchase an extended (minimum one-year) reporting period endorsement for each such "claims made" policy in force as of the date of final payment by the Board for Contractor's services under 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 earlier of the date of this Contract or the commencement of Vendor's services under this Contract.

Waiver of Subrogation

To the fullest extent permitted by law, the Vendor 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 Vendor under this Contract. 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, Vendors, agents and employees. The Vendor shall advise its insurers of the foregoing.

Damage to Property of the Vendor and its Invitees

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

APPENDIX C: STUDENT DATA SHARING AGREEMENT

This is an agreement between the Contractor ("VENDOR") and the Howard County Public School System ("HCPSS" or "CLIENT").

HCPSS is required when entering into agreements with other parties to follow all applicable laws and regulations, including those related to data privacy and security, accessibility, and records retention. The VENDOR is required, upon entering into an agreement with HCPSS and potentially handling, storing, or using student data, to abide by all applicable laws and regulations related to student data privacy. Accordingly, the VENDOR's Terms of Service (TOS) are hereby modified by this Amendment as they pertain to HCPSS's use of the VENDOR's Site and/or Services. In the event of a conflict between these Privacy Requirements and any license/software agreement with VENDOR, these Privacy Requirements shall control.

A. Purpose of the Agreement: Under this agreement, the VENDOR will be providing the services detailed in the solicitation documents.

B. Definition of "CLIENT DATA": Under this agreement, CLIENT DATA is defined as follows:

1. All Personally Identifiable Information (PII) contained in a student's "education record" as defined by the Family Educational Rights and Privacy Act (FERPA) (34 CFR Part 99) or as defined by the Board of Education of Howard County Policy 3060 and corresponding Implementation Procedures.
2. "Personal information student records" as defined in the Code of Maryland Regulations ("COMAR") 13A.08.02 and/or any successor laws or regulations in the state of Maryland; "medical information" or "medical records" as defined in Md. Health General Code Ann., Section 4-301.
3. Other non-public information that includes, but are not limited to personally identifiable personnel data, personally identifiable student data, personally identifiable metadata, personally identifiable user content, and "covered information" as defined by the Maryland Student Data Privacy Act of 2015, Md. Ed. Code Ann., Section 4-131.

C. Data Collection and Use: VENDOR will collect and use CLIENT DATA only for the purpose of fulfilling its duties and providing services under this Agreement as defined in Section A, and for improving services under this Agreement.

1. Specific CLIENT DATA Shared Under this Agreement

- a. Information associated with maintaining authentication between VENDOR and CLIENT, e.g., public/private keys, LTI secret, OATH keys.
- b. Information associated with maintaining a user's profile, e.g., username, email address, first name, last name, source IP address, or cookies.
- c. A user's status within the service, e.g., number of questions answered, time elapsed in lesson, student's score.

D. Education Records: If VENDOR will have access to "education records" as defined under the Family Educational Rights and Privacy Act (FERPA) (34 CFR Part 99), the VENDOR acknowledges that for the purpose of this Agreement it will be designated as a 'school official' with 'legitimate educational interests' and will use the Education Record only for the limited purpose of fulfilling its duties under this Agreement and as permitted by HCPSS.

E. Data De-Identification: VENDOR may use de-identified, anonymized Data for product development or other internal purposes only. De-identified and anonymized Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to name, ID numbers, date of birth, demographic information, location information, and school ID. Furthermore, VENDOR agrees not to attempt to reidentify or transfer the de-identified Data.

F. Data Mining, Marketing and Advertising: Except as indicated in Section E above, VENDOR is prohibited from mining CLIENT DATA for any purposes other than those agreed to by the parties. **Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited. Any and all forms of advertisement directed towards children, parents, guardians, or HCPSS Employees will be strictly prohibited unless allowed with express written consent of HCPSS.**

- G. *Modification of Terms of Service:*** VENDOR will not change how CLIENT DATA are collected, used, or shared under the terms of this Agreement in any way without advance notice to the CLIENT. This Agreement is the entire agreement between the CLIENT (including all District end users) and the VENDOR. All other agreements or understandings, whether electronic, click-through, verbal or in writing, with District Employees or other End Users, shall be null and void.
- H. *Data Sharing:*** VENDOR will not share CLIENT DATA with or disclose it to any third party, except to affiliated subcontractors, agents, or third-party service providers of the VENDOR as required to fulfill the purpose of this agreement, without prior specific and informed written consent of the CLIENT, except as required by law.
- I. *Data Storage:*** CLIENT DATA will not be stored nor transmitted outside of the United States without prior, specific, and informed written consent from the CLIENT.
- J. *Data Deletion:*** Upon termination or completion of the Services hereunder and at the request of the CLIENT, VENDOR will delete the CLIENT DATA, provided that VENDOR may maintain archival copies for audit purposes and dispute resolution purposes. If VENDOR maintains archival copies of CLIENT DATA, VENDOR shall remain under the contractual obligations of this agreement regarding the maintenance and use of CLIENT DATA. This Section shall survive the termination of this Agreement.
- K. *Terms, Data Transfer, Survival and Destruction:*** The CLIENT may immediately terminate the Agreement if the CLIENT determines, in its sole discretion, that the VENDOR has breached this Agreement. However, the VENDOR's obligations shall survive termination of this Agreement until ALL CLIENT Data has been returned and/or securely removed or destroyed. VENDOR will ensure that all Data in its possession and in the possession of any subcontractors, or agents to which VENDOR may have transferred Data, are destroyed. To the extent technologically possible, the VENDOR will ensure that HCPSS will have access to CLIENT DATA during any transfer of operations. At CLIENT'S request, VENDOR shall provide written certification of clearance of all CLIENT DATA within thirty (30) days.
- L. *Rights and License:*** All goods, products, materials, documents, reports, writings, video images, photographs, papers and intellectual property of any nature including software or computer images prepared by the VENDOR (or subcontractors) for the CLIENT or from CLIENT-provided material will not be disclosed to any other person or entity and remain the property of the CLIENT. All student-produced work remains the property of the CLIENT or that eligible student. The VENDOR has a limited, nonexclusive license to the data described herein solely for the purpose of performing its obligations as outlined in the Agreement. This Agreement does not give VENDOR any rights, implied or otherwise, to CLIENT Data, content, or intellectual property, except as expressly stated in the Agreement, including any right to sell or trade CLIENT Data. VENDOR will not use CLIENT's NAME or CLIENT DATA in any publications, without prior and specific writing authorization from the CLIENT. No part of this clause will prevent VENDOR from sharing its open educational resources developed for public distribution on its platform.
- M. *Access:*** Except as otherwise expressly prohibited by law, the VENDOR will immediately notify the CLIENT of any subpoenas, warrants, or other legal orders, demands or requests, including Audits, and governmental requests and demands, received by the VENDOR seeking CLIENT Data. VENDOR shall consult with CLIENT regarding its response and cooperate with CLIENT'S reasonable requests in connection with efforts by the CLIENT to intervene, quash, or modify the legal order, demand, or request and provide the CLIENT with a copy of its response. If the CLIENT receives a similar request, the CLIENT will promptly provide the VENDOR with a copy of the official request and the records or information required by the CLIENT to respond. VENDOR will promptly supply CLIENT with copies or records of information required in order for CLIENT to respond under a Maryland Public Information Act request, and will cooperate with CLIENT's reasonable requests in connection with its response. Upon receipt of a litigation hold request, VENDOR will preserve all documents and CLIENT DATA as identified in such request, and suspend any operations that involve overwriting, or potential destruction of documentation arising from such litigation hold.
- N. *Security Controls and Risk Management:*** VENDOR will store and process CLIENT Data in accordance with industry best practices (e.g., International Organization for Standardization 27000, Center for Internet Security Critical Security Controls, or NIST Risk Management Framework [RMF]). Such practices shall be no less protective than those used to secure VENDOR's own data of a similar type, and in no event less reasonable in view of the type and nature of the data involved. Without limiting the foregoing, VENDOR warrants that all electronic CLIENT DATA will be encrypted in transmission and at rest (using a CLIENT

approved encryption protocol that adheres to industry best practices [e.g., Federal Information Processing Standards (FIPS)]. VENDOR shall also maintain appropriate administrative, physical, and technical safeguards to: 1) ensure the security and confidentiality of CLIENT DATA; 2) protect against any anticipated threats or hazards to the security or integrity of CLIENT DATA; 3) performing regular backups of CLIENT DATA and retaining backup copies of such CLIENT DATA for such period of time as may be required by federal or state law, or by the CLIENT; 4) protect against unauthorized access to or use of CLIENT DATA that could result in substantial harm or inconvenience to any customer or to any client employee and/or student; and 5) dispose of CLIENT DATA Information in a secure manner.

1. 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 DATA that could result in the unauthorized disclosure, misuse, alteration, destruction, or other compromise of such data, and assessed 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.
 2. VENDOR will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. VENDOR will also have a written incident response plan, to include prompt notification of HCPSS in the event of a security or privacy breach (as hereinafter defined), as well as best practices for responding to a breach of PII. VENDOR shall maintain and store audit logs for a minimum of ninety (90) days to allow CLIENT or VENDOR to review the audit data for indications of a security breach.
- O. Data Breaches:** 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 the confidentiality, integrity, and/or availability of CLIENT's DATA (a "BREACH") unless it is determined by law enforcement that such notification would impede or delay their investigation. VENDOR shall have actual or constructive knowledge of a BREACH if VENDOR actually knows there has been a BREACH or if VENDOR has reasonable basis in facts or circumstances, whether acts or omissions, for its belief that a BREACH 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 BREACH. VENDOR shall promptly take appropriate action to mitigate such risk or potential problem at VENDOR's expense. VENDOR will not provide notice of the incident directly to individuals whose PII was involved, without prior written permission from CLIENT but VENDOR shall assume responsibility for providing the notification required under applicable federal and/or Maryland law(s) to CLIENT only. In the event of a BREACH, VENDOR shall, at its sole cost and expense, restore the Confidential Information, to as close its original state as practical, including, without limitation, any and all CLIENT Data, and institute appropriate measures to prevent any recurrence of the problem as soon as is commercially practicable.
- P. Employee and Subcontractor Qualifications:** VENDOR shall ensure that its employees and all subcontractors who have potential access to CLIENT DATA possess all needed qualifications to comply with and shall comply with the terms of this Agreement. Further, all employees and subcontractors are subject to the same FERPA compliance in relation to the 'school official' designation, and shall be trained that the re-disclosure of PII and/or Confidential Information will violate federal and state laws and may result in criminal and/or civil penalties.
- Q. Governing Law:** This agreement shall be governed by and construed in accordance with the laws of Maryland, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be initiated in the Circuit Court of Howard County. VENDOR will comply with Maryland Education Code ANN. § 4-131, "Operators of School Internet Web sites, Online Services, Online Applications, and Mobile Applications." VENDOR agrees to be bound as an "operator" under the law regardless of the VENDOR's exemptions that may exist in Maryland Education Code ANN. § 4131(a)(3).
- R. Compliance:** In addition to complying with FERPA and the Maryland Education Code cited above, the VENDOR shall ensure that its products and services comply with the Federal Protection of Pupil Rights Act (34 CFR Part 98), the Federal Children's Internet Protection Act (47 CFR 54.520), and the Federal

Children's Online Privacy and Protection Act (16 CFR Part 312), Board of Education of Howard County Policies and Implementation Procedures, including but not limited to Policy 3060, Americans with Disabilities Act (ADA), and Federal Export Administration Regulations. VENDOR warrants that any subcontractors used by VENDOR to fulfill its obligations will be subject to and will be directed to comply with each and every term of this Agreement.

- S. *Liability:*** VENDOR shall be liable for any and all damages, costs, and attorneys' fees which CLIENT may incur as a result of any claims, suits and judgments against CLIENT which arise out of any breach of this Agreement of the VENDOR, its employees, servants, representatives or agents under the term of this Agreement.
- T. *Monitoring:*** VENDOR agrees to allow CLIENT the ability to audit VENDOR's use of CLIENT DATA to ensure compliance with the terms of the Agreements.

APPENDIX D: BID AFFIDAVIT

Special Instructions: An authorized representative of the bidder shall complete the following affidavit in accordance with these solicitation documents and insert an answer into paragraphs 1 and 3.

Statutory Affidavit and Non-Collusion Certification

I, _____, being duly sworn, depose and state:

1. I am the _____ (officer title) and duly authorized representative of the organization named _____ 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 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 bids 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 and 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 bids 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" on the line below. If involvement, list the date, count, or charge, official or administrative body, the individuals, their position with the firm, and the sentence or disposition of the charge.

(you may attach an explanation as 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 bid or bid to the Board of Education of Howard County Maryland is genuine and not collusive or a sham; that said bidder has not colluded, conspired, connived and agreed, directly or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding and is not in any manner, directly or indirectly, sought by agreement of collusion or communication or conference, with any person to fix the bid prices of the affidavit or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that if any bidder, or to secure an advantage against the Board of Education of Howard County Maryland or any other person interested in the proposed contract; and that all statements in the bid 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 Maryland 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.

CONFLICT OF INTEREST – FINANCIAL DISCLOSURE STATEMENT

As used below, the following terms have the meaning indicated:

1. "Financial interest" means:
 - a. Ownership of any interest as the result of which the owner has received, within the past three years, or is presently receiving, or in the future is entitled to receive, more than \$1000 per year; or
 - b. Ownership of more than three percent of a business entity, by a Board member or school system employee.
2. "Qualified Relative" means a spouse, domestic partner, parent, child, and sibling.

Except as disclosed below, the bidder has examined its business records and states that to the best of its knowledge:

1. No Board of Education member or school system employee, or their Qualified Relative, has a Financial Interest in the company or its holding company or a subsidiary;
2. No Board of Education member or school system employee, or their Qualified Relative, is an officer, director, trustee, partner, or employee of the company or its holding company or a subsidiary; and
3. No Board of Education member or school system employee, or their Qualified Relative, is negotiating or has any arrangement concerning prospective employment with the company or its holding company or a subsidiary.

DISCLOSURES:

Attach as necessary.

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 throughout 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 judgement of the owner, to maintain and enforce the provisions of the affidavit, including termination of the contract.

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 Board of Education of Howard County Maryland, and that I am executing and submitting this Form of Bid on behalf of and as authorized by the bidder named below.

_____ Signature of Bidder	_____ Date
_____ Print Name	_____ Title

SUBSCRIBED AND SWORN to before me on this _____ day of _____, 2025.

NOTARY PUBLIC:

Name _____

Seal:

My Commission Expires _____

Legal Name of Company

Address

City, State, Zip

Telephone

Email Address

Contractor's License Number

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

() Corporation () Partnership () Individual () Other

APPENDIX E: CONTRACTOR PERFORMANCE/EVALUATION SCORECARD

Upon completion of a project or at any time during the contract, Contractors shall receive a performance evaluation scorecard rating the contractor's performance on the project and/or contract. The evaluation scorecard will become part of the contractor's permanent file.

The evaluation scorecard shall include the following performance indicators: Quality of Work, Responsiveness, Professionalism, Resources, Schedule Management, Quality Control, Deficiency Resolution, Submittal Management, Training, Appearance, Security, Safety, Utility Conservation, Disruptions, Quality of Materials, Emergency Response, Hazardous Materials, Innovation, Teamwork, Cost Management, Billing, Compliance.

Name of Contractor: _____

Name of Project: _____ **Contract/Bid Number:** _____

Reviewed by: _____ **Department:** _____

Is this a digital tool? Yes or No (Circle one)

Is it listed on the HCPSS Digital Tools Approved/Not Approved Master List? Yes or No (Circle one)

If you have any questions/concerns, please reference these links for help and support.

<https://www.hcpss.org/digital-tools/>

<https://hcpss.instructure.com/courses/2307132>

Please take a moment to tell us about this contractor's performance. Supporting documentation shall be required to support any scores noted on the performance evaluation scorecard.

HOW SATISFIED. Please tell us **how satisfied** you are with the **performance** of the contractor named above. Circle a 10 if you are highly satisfied with their performance on a measure. Circle a 1 if you are highly dissatisfied with their performance on a measure. Circle a number in between to show different degrees of satisfaction. Circle **N/A** for any performance indicators that do not apply to the project. There are no right or wrong answers; just tell us how you feel.

Satisfaction with the contractor's performance:		Highly Dissatisfied										Highly Satisfied
1.	Quality of Work. The contractor's ability to do the job right the first time.	1	2	3	4	5	6	7	8	9	10	N/A
2.	Responsiveness. The contractor's ability to adapt to changes and meet unusual needs.	1	2	3	4	5	6	7	8	9	10	N/A
3.	Professionalism. The courtesy and standards of conduct maintained by the contractor and his or her employees.	1	2	3	4	5	6	7	8	9	10	N/A
4.	Resources. The contractor's ability to provide his or her employees with the tools, parts, and supplies needed to do the job.	1	2	3	4	5	6	7	8	9	10	N/A
5.	Schedule Management. The contractor's ability to show up when scheduled and complete the work on time.	1	2	3	4	5	6	7	8	9	10	N/A
6.	Quality Control. The contractor's ability to identify problems and deficiencies before you do.	1	2	3	4	5	6	7	8	9	10	N/A

CONTRACTOR PERFORMANCE/EVALUATION SCORECARD (cont.)

Satisfaction with the contractor's performance:		Highly Dissatisfied										Highly Satisfied
7.	Deficiency Resolution. The contractor's ability to rapidly correct deficiencies in his or her work.	1	2	3	4	5	6	7	8	9	10	N/A
8.	Submittal Management. The contractor's ability to provide submittals in a timely and efficient manner.	1	2	3	4	5	6	7	8	9	10	N/A
9.	Training. The contractor's ability to provide employees well-trained in all aspects of their jobs.	1	2	3	4	5	6	7	8	9	10	N/A
10.	Appearance. The contractor's ability to keep uniforms, tools, and vehicles clean so as to portray a positive image.	1	2	3	4	5	6	7	8	9	10	N/A
11.	Security. The contractor's ability to safeguard your facilities and assets.	1	2	3	4	5	6	7	8	9	10	N/A
12.	Safety. The contractor's ability to keep the workplace safe and comply with OSHA requirements.	1	2	3	4	5	6	7	8	9	10	N/A
13.	Utility Conservation. The contractor's ability to use only the water, gas, electricity, and air conditioning needed to do the job.	1	2	3	4	5	6	7	8	9	10	N/A
14.	Disruptions. The contractor's ability to keep interruptions to the operations of your firm or agency to a minimum.	1	2	3	4	5	6	7	8	9	10	N/A
15.	Quality of Materials. The contractor's ability to use high quality parts and supplies.	1	2	3	4	5	6	7	8	9	10	N/A
16.	Emergency Response. The contractor's ability to rapidly restore normal operations after an emergency, power outage, or severe weather.	1	2	3	4	5	6	7	8	9	10	N/A
17.	Hazardous Materials. The contractor's ability to properly handle hazardous materials.	1	2	3	4	5	6	7	8	9	10	N/A
18.	Innovation. The contractor's ability to use new materials and adopt new methods to increase effectiveness.	1	2	3	4	5	6	7	8	9	10	N/A
19.	Teamwork. The contractor's ability to be a team player in order to assist in accomplishing the objectives of your firm or agency.	1	2	3	4	5	6	7	8	9	10	N/A
20.	Cost Management. The reasonableness of the contractor's costs, especially for contract changes.	1	2	3	4	5	6	7	8	9	10	N/A
21.	Billing. The contractor's ability to present correct and properly documented invoices.	1	2	3	4	5	6	7	8	9	10	N/A
22.	Compliance. The contractor complied with all rules, requests, regulations and requirements. This includes compliance with instructions	1	2	3	4	5	6	7	8	9	10	N/A

CONTRACTOR PERFORMANCE/EVALUATION SCORECARD (cont.)

Please summarize the contractor's overall performance based on the scores for the performance indicators noted above:

SAMPLE

Would you like to utilize a renewal option for this contract with the evaluated Contractor? Yes or No (circle one)

Signature: _____

Date: _____

Name (Printed): _____

This form is to be signed by the Program Manager. Please return the completed survey by email to the procurement officer on this contract. Thank you for your prompt assistance.

APPENDIX F: EDUCATION ARTICLE 6-113.2 AFFIDAVIT

A. AUTHORITY

I HEREBY AFFIRM THAT:

I, (print name) _____ possess the legal authority to make this Affidavit on behalf of _____ (name of company).

B. SCREENING APPLICANTS FOR EMPLOYMENT UNDER A HOWARD COUNTY PUBLIC SCHOOL SYSTEM (HCPSS) CONTRACT

Effective July 1, 2019, Maryland Law requires contractors to screen all applicants for a position involving direct contact with minors as defined in Section 6-113.2 of the Education Article, Maryland Annotated Code ("statute").

Screening requires the applicant to submit to the contractor the following:

1. Contact information of:
 - a. The current employer;
 - b. All former school employers; and
 - c. All former employers of the applicant in which the applicant was employed in a position involving direct contact with minors.
2. Written consent form signed by applicant to release all records relating to child sexual abuse or sexual misconduct.
3. A written statement of whether the applicant:
 - a. Has been the subject of a child sexual abuse or sexual misconduct investigation by any employer, arbitrator, county board, state licensing agency, law enforcement agency, or child protective services agency, unless the investigation resulted in any of the findings listed in Section 6-113.2(B)(3)(i)(1-5), of the statute.
 - b. Has ever been disciplined, discharged, non-renewed, or asked to resign from employment, or has ever resigned from, or otherwise separated from, any employment while allegations of child sexual abuse or sexual misconduct were pending or were under investigation, or due to an adjudication or findings of child sexual abuse or sexual misconduct; or
 - c. Has ever had a license, professional license, or certificate suspended, surrendered, or revoked while allegations of child sexual abuse or sexual misconduct were pending or under investigation, or due to an adjudication or findings of child sexual abuse or sexual misconduct.

Before hiring an applicant for a position involving direct contact with minors, the Contractor shall:

1. Review an applicant's employment history by contacting employers listed by the applicant and requesting dates of employment and answers to questions regarding child sexual abuse or sexual misconduct required by the statute; and
2. Request a report from the Maryland State Department of Education regarding the applicant's eligibility for employment or certification status to determine whether the applicant a) holds a valid and active certification appropriate for the position and is otherwise eligible for employment; and b) has been the subject of professional discipline related to child sexual abuse or sexual misconduct.

If the information from an applicant's employer includes an affirmative response to the child sexual abuse or sexual misconduct questions, and the Contractor wants to further consider the applicant for employment, the Contractor shall request additional information from the employer including records related to the child sexual abuse or sexual misconduct.

Contractor shall conduct the employment history review of the applicant: 1) at the time of initial hiring of the employee; or 2) before the employee is assigned to work for a school entity in a position involving direct contact with minors.

Contractor shall maintain a record of each employee's employment history review required by the statute;

and provide HCPSS access to the employee's records upon request.

Before assigning an employee to perform work for HCPSS in a position involving direct contact with minors, Contractor shall provide notice to HCPSS of any affirmative responses to the child sexual abuse or sexual misconduct questions required by the statute.

Contractor may not assign an employee to perform work for HCPSS in a position involving direct contact with minors if HCPSS objects to the assignment after receiving notice required by the statute.

Notwithstanding any other remedies available under the Contract, Contractor may be subject to disciplinary action by the Maryland State Department of Education for willful violations of the statute.

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the requirements of Section 6-113.2 of the Education Article, Annotated Code of Maryland.

Violations of any of these provisions may result in immediate termination for cause.

I do solemnly declare and 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)

**APPENDIX I: CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS**

This certification is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 93, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668, 682), Department of Health and Human Services (45 CFR Part 76).

The prospective bidder, _____ certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three (3) year period preceding this bid been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
4. Have not within a three (3) year period preceding this bid had one (1) or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this bid or termination of the award. Any exceptions provided will not necessarily result in denial of award but will be considered in determining bidder responsibility and whether or not the system will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

I am unable to certify to the above statement. My explanation is attached.

Signature _____ Date _____