



Office of Purchasing

10910 Clarksville Pike, Ellicott City, Maryland 21042-6198
(410) 313-6722, fax (410) 313-6789

**REQUEST FOR
PROPOSALS
EXCESS WORKER'S COMPENSATION COVERAGE
RFP No.
059.21.B1**

To All Interested Insurers and Underwriters:

The Howard County Public School System (HCPSS) seeks proposals/quotations from qualified organizations to provide excess worker's compensation coverage above the Self-Insured Retention limit of \$600,000.00 (six hundred thousand). This is NOT a request for broker services.

Information required for underwriting may be obtained from HCPSS' broker, RCM&D, by contacting Mark Counselman at mcounselman@rcmd.com.

The Purchasing Office's contact for this project is Mr. Douglas Pindell, dpindell@hcpss.org. Offices are working remotely so please use the email for contacting staff.

Submittals shall be submitted electronically via email in their entirety (all pages) in PDF format no later than Wednesday, July 14, 2021 at 10:00 AM. to BidsandProposals@hcpss.org. Bids that contain either more than one file, or files larger than 75MB, shall be inserted into an e-folder and compressed in a zip file. To ensure delivery, if file size cumulatively exceed 75MB, it is recommended that bidders submit separate emails labeled No.1, No.2, etc.

Late submittals will not be considered. It is the responsibility of each offeror to ensure that its submittal is delivered to the proper place prior to the scheduled closing date and time.

It is the bidder's sole responsibility to regularly visit the HCPSS Purchasing web site listed above to download and acknowledge receipt of all Addenda. It is highly recommended that 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.

All questions should be directed, in writing, no later than 12:00 P.M., Wednesday, July 7, 2021 to Pierre Van Greunen at Pierre.VanGreunen@hcpss.org. The Howard County Public School System is under no obligation to respond to any questions that are received after the cutoff date and time. Only answers provided via addenda issued by the HCPSS will be binding. 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.**

The Howard County Public School System reserves the right to reject in whole or in part any or all submittals.

Sincerely,

Douglas Pindell
Director of Purchasing



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

NO BID REPLY FORM

Sealed Bid For: **Excess Worker's Compensation Coverage** _____

Bid Number: **059.21.B1** _____

Bidder: _____

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

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

_____ 1. We do not wish to bid under the terms and conditions of the Bid document. Our objections are:

_____ 2. We do not feel we can be competitive.

_____ 3. We cannot submit a bid because of the marketing or franchising policies of the manufacturing company.

_____ 4. We do not wish to sell to The Howard County Public School System. Our objections are:

_____ 5. We do not sell the item(s)/service(s) requested in the specific specifications.

_____ 6. Other: _____

SECTION I
GENERAL INFORMATION

A. Purpose

1. The Howard County Public School System (HCPSS) requests your proposal/quote to provide excess worker's compensation coverage accordance with this Request for Proposal (RFP).

B. Background

1. The Howard County Public School System (HCPSS) currently has 58,000 students in 77 schools and is located between the metropolitan areas of Baltimore, Maryland and Washington, DC. While it is a suburban system in many respects, parts of it are becoming more urbanized with an influx of students and families from the two major metropolitan areas, many of them coming because of the outstanding reputation of the school system.
2. Respondents to this solicitation are encouraged to review the data contained in HCPSS' website for a better understanding of HCPSS, its organization and management, and the services it provides. The website includes a summary of the approved Operating Budgets. This website may be accessed at <http://www.hcpss.org/>

C. Obligations of HCPSS

1. 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 respondents. 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.

D. Right to Amend, Modify or Withdraw RFP

1. 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 in this regard.

E. Issuing Office

1. Purchasing is the Issuing Office and the sole point of contact for the RFP. HCPSS is the only office authorized to clarify, modify, amend, alter, or withdraw the specifications, terms, and conditions of this RFP and any contract awarded as a result of this RFP. All communications, except as noted on the invitation notice, concerning this procurement must be in writing and addressed to:

Douglas Pindell
Director of Purchasing
Howard County Public School System
10910 Clarksville Pike
Ellicott City, Maryland 21042
410 313-6722
dpindell@hcpss.org
<https://purchasing.hcpss.org/business-opportunities>

2. Written questions must be received prior to or no later than the last day for questions date and time provided in this document. HCPSS will make every effort to provide a timely response to questions.

F. Open Records

1. Following the award and execution of the Contract, responses to this RFP are subject to release as public information unless HCPSS has determined that parts of the submittal are confidential. 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.
2. In the event HCPSS receives a public information request for records related to this RFP, the school system may contact respondents if it believes a portion of this submittal could be considered confidential under the Maryland Public Information Act or other applicable state and federal law. Once contacted, respondents will be asked to submit in writing specific detailed reasons, including any relevant legal authority, stating why it believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. Final decisions for releasability are the responsibility of HCPSS based on available information at the time of receipt of the public information request.
3. Transparency in the use of public funding is fundamental to HCPSS operations. 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, respondents 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 respondents as well as the potential to cause harm to the competitive position of respondents in determining release of pricing detail.
4. Copyrighted submittals are unacceptable and will be disqualified as non-responsive. All submittals become the property of HCPSS.

G. Contract Period

1. This contract term shall be as defined on the accepted cost proposal. Quoted terms may be for one (1) or two (2) year periods.
2. Any contract awarded pursuant to this Request for Proposal shall be conditioned upon successful performance of the contractor and annual appropriation made by the Board of Education of Howard County of funds sufficient to pay compensation due the successful Offeror under the contract after the initial fiscal year. The contract shall provide that if such an appropriation is not made in any fiscal year, and the Board lacks funds from other sources to pay the compensation due under the contract, the Board shall be entitled, at the beginning of or during such fiscal year, to terminate the contract.

H. Submission Of Proposal

1. Bids shall be submitted electronically via email in their entirety (all pages) in PDF format no later than the time and date specified in the Invitation to Bid to BidsandProposals@hcpss.org in order to be considered for this project/service. Bids that contain either more than one file, or files larger than 75MB, shall be inserted into an e-folder and compressed in a .zip file.
2. Email subject lines, Folder names and File names shall include: “Bid Number, 044.20.B3 and Company Name”. In the body of the email please include Bidder’s contact person’s email and cell phone number for contacting purposes if/when necessary.
3. Electronic signatures, scanned or e-signature, will be accepted. By providing bids electronically to HCPSS, Bidders grant HCPSS an unlimited right to generate additional electronic and/or paper copies for distribution solely for the purpose of evaluation and review.
4. To determine timeliness, the time “received” by HCPSS will be verified by the time stamp on HCPSS’s email server. Bids arriving after the due date and time will not be accepted. Bidders will be notified by email.

I. Information for Underwriting

1. Information required for underwriting can be obtained from HCPSS' broker, RCM&D, by contacting Mark Counselman at mcounselman@rcmd.com.

J. Description of Services and Contractor Duties

- 1) Contractor shall be responsible for the following:
 - a) Scope of coverage: provide excess workers compensation insurance above self-insured retention (SIR) per occurrence of \$600,000.00.
 - b) Statutory maximum limit indemnity per occurrence required.

K. Information Pertinent to this RFP

Information pertaining to HCPSS:

- 1) Self-Insured Retention is \$600,000.00
- 2) Estimated Annual Payroll of \$621,375,896.00
- 3) School professional staff payroll of \$584,450,305.00
- 4) All other payroll of \$36,925,591.00
- 5) Claims history and other required underwriting information may be obtained by contacting Mark Counselman, mcounselman@rcmd.com
- 6) Vehicle information
 - a) 42 Passenger cars
 - b) 118 Vans
 - c) 49 Light & Heavy Trucks
 - d) 8 Heavy and Extra Heavy Trucks
 - e) 2 School Buses
 - f) Some golf carts and Gator carts

L. Minority Outreach, MBE Participation Schedule

1. The respondent shall provide the name, address, MDOT Certification number, etc. or self-certified firms for all Minority Business Enterprise (MBE) Contractors the respondent intends to utilize for the service of this contract.
2. There is a goal of 25% MBE subcontracting participation. Please list any MBE firms that may be participating directly or indirectly on the resulting contract.

M. Submittal Evaluation and Selection and Award

1. The Howard County Public School System reserves the right to award the contract in the aggregate, by individual service, or any combination, whichever is in the best interest of the HCPSS or to make multiple awards in a primary, secondary manner depending on the capacity of the awarded vendors to service the school system to the lowest responsive and responsible bidder.

N. Disputes; Governing Law

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

O. Compliance With Law

The consultant hereby represents and warrants:

1. That it is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified.

2. 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.
3. 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.
4. 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.
5. That the facts and matters set forth hereafter in the "Contract Affidavit" which is attached to this agreement and made a part hereof are true and correct.

P. Indemnification

The Awarded Contractor shall be responsible for any loss, personal injury, expense, death and/or any other damage which may occur by reason of Contractors 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 Contractors acts. Contractor agrees to indemnify and hold harmless the Howard County Public School System and it Board of Trustees, Employees, Agents 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 this agreement. The indemnification obligation of the successful 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 successful Contractor shall cover the acts or omissions of any subcontractors hired by the successful Contractor. Furthermore, the indemnification obligation of the successful Contractor shall survive termination of the contract for any reason.

Q. Licenses And Qualifications

Bidders must be licensed to do business in the State of Maryland and shall submit proof upon request.