



Office of Purchasing  
10910 Clarksville Pike  
Ellicott City, Maryland 21042-6198  
(410) 313-6723, fax (410) 313-6789

## INVITATION TO BID

Spring Softball Athletic Referee Officials Services

BID #060.23.B4

To All Interested Bidders:

Re: NOTICE TO BIDDERS  
Spring Softball Athletic Referee Officials Services – Bid #060.23.B4

The Howard County Public School System (HCPSS) requests your bid for Softball Athletic Referee Officials Services for the Spring events.

**The Bid documents may be obtained** on **January 12, 2023** at the Howard County Department of Education, Purchasing Office, 10910 Rt. 108, Ellicott City, MD 21042 or online at [www.hcpss.org/about-us/purchasing/current-bids/](http://www.hcpss.org/about-us/purchasing/current-bids/).

**All questions** shall be directed, in writing, no later than **2:00 PM January 25, 2023** to the Purchasing Specialist, Robert Gill, [robert\\_gill@hcpss.org](mailto:robert_gill@hcpss.org). Howard County Public Schools is under no obligation to respond to any questions that are received after the cutoff date and time. Only answers provided via an addendum issued by 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.**

It is the potential bidder's sole responsibility to regularly visit the HCPSS Purchasing web site 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.

**Bids shall be submitted** electronically via email clearly marked "Bid", "Spring Softball Athletic Referee Officials Services" "Bid #060.23.B4". **Bidders must identify in the e-mail title the bid number and bid title.**

Bid must be in their entirety (all pages), in PDF format no later than **February 2, 2023 at 10:00 A.M.** to [BidsandProposals@hcpss.org](mailto: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 exceeds 75MB, it is recommended that bidders submit separate emails labeled No.1, No.2, etc. Please note that the Bids and Proposal e-mail address should not be used for any other purpose other than to forward your proposals on the day that the bids are due. This is not to be used for questions or other communication purposes. Please contact the Purchasing Specialist, Robert Gill at [robert\\_gill@hcpss.org](mailto:robert_gill@hcpss.org) for any questions or communications. Do not copy the Purchasing Specialist with your proposals. Proposals must only be sent Bids and Proposals e-mail address.

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

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.

Please return the attached **NO BID REPLY FORM** if your firm does not bid this project. This form may be Mailed or e-mailed to the buyer named above.

Robert Gill, CPPO, CPPB  
Purchasing Specialist



Office of Purchasing  
10910 Clarksville Pike  
Ellicott City, Maryland 21042-6198  
(410) 313-6723, fax (410) 313-6789

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

**NO BID REPLY FORM**

Sealed Bid For: Spring Athletic Sports Referee Official Service

Bid Number: 033.23.B4

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 emailed to the Purchasing representative noted in this solicitation or faxed to (410) 313-6789.

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

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

**January 12, 2023**

**Issue Date**

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

**SEALED BID FOR:** **Spring Softball Athletic Referee Officials Services**

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**BID NUMBER:** **060.23.B4**

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**PRE-BID DATE:** **None**

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**PRE-BID TIME:** **N/A**

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**PRE-BID LOCATION:** **N/A**

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**LAST DATE & TIME FOR QUESTIONS:** **January 25, 2023 at 2:00 PM** in writing  
Submit To: Robert Gill at [robert\\_gill@hcpss.org](mailto:robert_gill@hcpss.org)

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**BID DUE DATE & TIME:** **February 2, 2023 - 10:00 AM**

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**BUYER:** **Robert Gill, email: [robert\\_gill@hcpss.org](mailto:robert_gill@hcpss.org)** (All questions must be in writing). phone: 410-313-4584

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THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM

SPRING SOFTBALL ATHLETIC REFEREE OFFICIALS SERVICES

BID #060.23.B4

I. INSTRUCTIONS TO BIDDERS

A. BID PREPARATION

1. One (1) complete set of Invitation for Bid, consisting of: (1) General Provisions; (2) Terms and Conditions; (3) the Specifications; (4) any plans or drawings made part of the Invitation for Bid; (5) any addenda, shall be acknowledged by each prospective Bidder on the form. The original Bid Price Sheet/Form of Proposal must be returned: (1) with all questions answered; (2) without alteration; (3) with the BID SIGNATURE SHEET or No Bid Reply form properly signed; (4) Bids are to be submitted electronically to [BidsandProposals@hcpss.org](mailto:BidsandProposals@hcpss.org) via e-mail in accordance with the Instructions on the Invitation to Bid. Mailed, hand delivered, or facsimile bids will not be accepted.
2. The remaining documents consisting of all pages of the Invitation for Bid, the General Provisions, Terms and Conditions, any plans, drawings or extraneous matter, shall be retained by the Offeror and will form part of the contract resulting from the Invitation for Bid.
3. It is the Offeror's responsibility to examine and understand all documents, addenda, drawings, or other information posted by the Purchasing Office in reference to this Bid.
4. It is highly recommended that individuals preparing bid submittals for this solicitation utilize the Bid Check List enclosed with this document to assure that they have included all of the required items. Failure to include items may cause your bid to be non responsive.

B. DUE DATE AND TIME

1. One Original Bid must be submitted electronically via e-mail per the instructions by the time, date and location specified in the Invitation to Bid in order to be considered for this project. If a Bidder includes supplemental documents such as brochures they must attach a copy of all the supplemental materials to the Original Bid.
2. LATE BIDS CANNOT BE ACCEPTED. Any bids received after the time and date specified, or by a different method or location will not be opened or given any consideration. HCPSS recommends against the delivery by hand, by mail or delivery services. Bids delivered to the central mailroom, front desk, or the purchasing Office will not be considered. All Bids must be submitted electronically in accordance with the instructions on the Invitation to Bid.

C. INCLEMENT WEATHER OR OTHER UNANTICIPATED HCPSS CLOSINGS

1. In the event that Howard County Public Schools are closed for students on the scheduled bid due date, but the Purchasing Office located in the Administrative/Central Offices are open then the bids will be due as specified in the original documents. In the event the Schools have a delayed opening on the date bids are due, the bid date and time will not change. In the event that the HCPSS Administrative/Central Offices are closed as the result of inclement weather or for other unanticipated reasons, Bids will be due on the next day that

the Administrative/Central Office is officially open, at the same time specified. It is the bidder's responsibility to check the closure announcements.

D. CONTRACT DOCUMENTS

Contract Documents consist of The General Provisions of Bid Proposal, the Procurement Specifications and scope of work, the 100% bid documents and any applicable addenda issued. All of these materials and documents associated to this solicitation will be included in the Contract(s) 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.

E. SIGNING OF FORMS

1. 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 a board resolution, duly certified by the corporate secretary, showing the authority of the person so signing on behalf of the corporation. Signatures shall be under seal, i.e.: indicated by the word "(Seal)" following signature of individual and partner bidders, and indicated by affixing the Corporate Seal at corporate signatures.

F. ISSUING OFFICE

- a) The Issuing Office is:

The Howard County Public School System  
Purchasing Office  
10910 Clarksville Pike  
Ellicott City, Maryland 21042  
Attn: Robert B. Gill  
(410) 313-4584  
[robert\\_gill@hcpss.org](mailto:robert_gill@hcpss.org)

- b) The Issuing Office Purchasing Representative above shall be the sole point of contact with HCPSS for purposes of preparation and submittal of Offer.

G. QUESTIONS AND INQUIRIES

1. For purposes of preparation and submittal of the Bid, please direct all questions in writing to Mr. Robert Gill, [robert\\_gill@hcpss.org](mailto:robert_gill@hcpss.org) of the Issuing Office.
2. Items affecting the scope of work or conditions of the contract shall be subject to the conditions of Addenda.
3. Under no circumstances are Vendors, including third party vendors or their staff, to contact any other Howard County Public Schools staff or related constituency for purposes associated with this solicitation, including but not limited to obtaining or providing information. Vendors failing to comply with this requirement may be disqualified.

H. CLARIFICATIONS AND ADDENDA

1. Should a Bidder find discrepancies in the Bid documents, or should they be in doubt as to the meaning or intent of any part thereof, they must request clarification in writing from the Issuing Office Representative, no later than the last day for questions specified in the bidding document, and the Purchasing Representative for the solicitation will respond by issuing a written Addendum to the Contract. Failure to request such clarification is a waiver to any claim by the Bidder for expense made necessary by reason of later interpretation of the bid documents by the HCPSS. Requests shall include the bid number and name.
2. Oral explanations or instructions will not be binding; only written Addenda will be binding. HCPSS reserves the right to amend or modify this solicitation. Changes will be made in the form of written addenda and posted to the HCPSS Purchasing web site at [www.hcpss.org/about-us/purchasing/current-bids/](http://www.hcpss.org/about-us/purchasing/current-bids/).
3. It is the bidder's sole responsibility to monitor the Purchasing web site prior to submitting their bid and acknowledge receipt of said addenda on the proper bid form. Failure to do so may result in non- receipt of important information and may not relieve such bidder from any obligation under his/her bid submittal.
4. The Bidder shall acknowledge the receipt of all addenda on the Bid Price Sheet.

I. ERRORS IN BIDS

1. Failure of the bidder to thoroughly understand all aspects of the Invitation for Bid before submitting their bid will not act as an excuse to permit withdrawal of his bid nor secure relief or plea of error.
2. Neither law nor regulation makes allowance for errors or omissions on the part of the bidders.

J. TERMS OF CONTRACT

1. By submitting a response to this solicitation, a contractor affirms acceptance of all terms and conditions contained in the conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, and any addenda and agrees that these bidding documents and the above listed will become the contract for any future services awarded under this contract.

K. MULTIPLE/ALTERNATIVE BIDS

1. Bidders may not submit more than one (1) bid nor may bidders submit an alternate to this bid.

L. CONFIDENTIALITY

1. Bidders should give specific attention to the identification of those portions of their Bid which they deem to be confidential, proprietary information or trade secrets, and provide any justification of why such materials, upon request, should not be disclosed by HCPSS under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6 of the Annotated Code of Maryland. Contractors must clearly indicate each and every section that is deemed to be confidential, proprietary, or a trade secret. It is not sufficient to preface your technical offer with a proprietary statement. Bid prices will be opened publicly.

M. CANCELLATION OF THE BID

1. HCPSS reserves the right to cancel this Bid Solicitation, in whole or in part at the sole discretion of the Purchasing Representative if they determine it is in the best interest of HCPSS.

N. MODIFICATIONS AND WITHDRAWAL OF BIDS

1. Withdrawal of, or modifications to bids are effective only if written notice thereof is filed to the Purchasing Office prior to the time bids are due. A notice of withdrawal or modification to a bid must be signed by an officer with the authority to commit the company.
2. No withdrawal or modifications will be accepted after the time bids are due.

O. OPENING PROCEDURES

1. Sealed bids will be opened at the Department of Education at the designated time and place.
2. During the period of evaluation, no bidder shall contact any member or employee of The Howard County Public School System concerning award. Such action may result in the bidder's offer being removed from evaluation and rendered non-responsive.

P. BASIS FOR AWARDING BIDS

1. It is the intent of The Howard County Public School System to award to the lowest responsive and responsible Bidder(s) meeting specifications. The Howard County Public School System 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 Howard County Public School System or to make no award at all at its sole discretion.
2. The Howard County Department of Education shall be the sole authority as to whether Bidders offer meets 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. HCPSS further reserves the right to consider information other than price when evaluating bids. A contract may be awarded to the provider(s) whose proposal best meets HCPSS requirements and needs at the time of award and whose fee structure is in the best interest of HCPSS.
3. 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.
4. In the event of tie bids where all factors are equal, award shall be made to the Howard County Bidder, the out of county Bidder but incorporated in Maryland, and the Bidder not incorporated in the state of Maryland, in that order of preference. If Bidders within one of these geographical designations are equal as to all factors of consideration, the award shall be made by the toss of a coin.

Q. CONTRACT PERIOD

1. Any resulting contract(s) shall have an initial term of one year commencing on award by the Board of Education. HCPSS will have the option to renew for five (5) additional one-year periods at the sole option of the school system pending the successful performance of the Contractor(s) and available funding.

R. CONTRACT MANAGER

1. The Howard County Public School System's Contract Manager for any awarded contract under this solicitation will be Mr. John Davis, Coordinator of the Howard County Public Schools Athletics (410) 313-6631. He shall be responsible for the day-to-day administration of the contract upon award. All communications regarding the referee services contracts are to be directed to John Davis (or his designee) only. No instructions, directions, and information are to be given to the Contractor by any other HCPSS personnel.

S. EXPERIENCE REFERENCE FORM

1. Complete the enclosed Experience Reference Form for three (3) recent contracts, within the past three years, which demonstrate your organizations experience with providing Referee Officials Services in the sport category in which you are proposing to provide services to HCPSS. Higher consideration will be given to those referenced contracts that demonstrate your organizations experience at working within a public school system.
  - a) A total of (3) Experience/Reference forms must be provided for each sport category (Baseball, Boys Lacrosse, Softball, Girls Lacrosse) that your organization is submitting to provide service.
  - b) **NOTE:** Experience noted must demonstrate the Bidder's knowledge and ability to perform similar service to HCPSS in the sport category(s) in which you are proposing to provide services to HCPSS.
  - c) The references listed on the Contractor's "Experience/Reference Form" will be checked by HCPSS. All references must include a contact person and telephone number who can comment on your organizations ability to provide the service and their impression of how well your organization fulfilled its obligations under the contract. It is imperative that contact names and phone numbers listed be accurate.
  - d) The school system reserves the right to check other sources available and ask for additional references. The references provided will be held in the strictest of confidence by the school system.

T. PROFILE OF COMPANY FORM

1. Complete the enclosed "Profile of Company Form" included with this bid package. Please be sure to include a brief, but informative history of your firm. Please attach additional sheets as necessary. It is required that your firm has at least three (3) years Referee Officials Services in the sport category in which you are proposing to provide services to HCPSS. The Contractor must maintain an office and/or satellite office within
  - a 75 mile radius of the Howard County Public School System.
2. Please provide a brief, but informative overview of the programs your organization has in place to provide continuing education and training opportunities for your Referee Officials to maintain up to date knowledge and skills in the sport areas they serve. Also please describe the process that your organization utilizes to evaluate and retain good Athletic Sports Referee Officials.



THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM

SPRING SOFTBALL ATHLETIC REFEREE OFFICIALS' SERVICES

BID #060.23.B4

**TERMS AND CONDITIONS**

**A. CONTRACT**

1. If this bid is accepted and awarded, it shall become the contract document that governs the administration of the contract. All portions of this bid, including but not limited to the General Conditions, any addenda, amendments, modifications, specification, drawings, or any extraneous matter incorporated by reference, will be applicable to any contract(s) as a result of this solicitation.

**B. BIDDER'S QUALIFICATIONS**

1. Bidders may be required to furnish satisfactory evidence that they are qualified and have appropriately trained and Licensed employees and 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 his ability, capacity, reliability, financial stability, and other factors necessary to perform the contract.

**C. ETHICS REGULATIONS**

1. The Board of Education of Howard County has adopted an Ethics Regulation policy. Required by the Annotated Code of Maryland, 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 Purchasing Office, Howard County Department of Education (410) 313-6644.

**D. DEBARMENT STATUS**

1. By submitting their proposal, the bidder(s), certify that they are not currently debarred by the State of Maryland or another governmental entity from submitting bids or proposals 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.

**E. TERMINATION FOR DEFAULT**

1. When the Contractor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of The Howard County Public School System. Failure on the part of the Contractor to fulfill contractual obligations shall be considered just cause for termination of the contract and the Contractor is not entitled to recover any costs incurred by the Contractor up to the date of termination. Notification shall be in writing and shall be issued 30 days prior to termination date. In the event of default of contract The Howard County Public School System may procure services from other sources. The Contractor found in default will be held responsible for all costs incurred.

**F. TERMINATION DUE TO FUNDING**

1. The contractual obligation of the Board of Education under any resulting contract is contingent upon the availability of appropriated funds.

**G. TERMINATION FOR CONVENIENCE**

1. The Howard County Public School System may terminate this contract, in whole or in part, without showing just cause upon giving written notice to the Contractor. The Howard County Public School System shall pay all reasonable costs associated with termination of the contract. However, the Contractor shall not be reimbursed for any anticipatory profits which have not been earned up to the date of termination.

**H. TAXES**

1. The Howard County Public School System is tax exempt, and the price quoted shall not include federal excise taxes, state or local taxes, or use taxes.
2. 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.
3. Provider shall be responsible for any employment taxes payable with respect to the compensation of the personnel it provides to HCPSS under any contract agreement.

**I. BILLING AND PAYMENT**

1. The Contractor shall submit invoices to the Howard County Department of Education, (Name of Department), 10910 Clarksville Pike, Ellicott City, MD 21042, Attn: (Name of Contract Manager), at the completion of each job. Invoices must contain the following information:
  - a) Purchase Order Number
  - b) Name of school service was provided
  - c) Description of the services
  - d) Service date(s)
  - e) Total Due

**J. FUNDING**

1. The contractual obligation of the Board of Education under any resulting contract is contingent upon the availability of appropriated funds.

**K. ORDERS**

1. Orders shall be in the form of an official Howard County Public School System Purchase Order. No service is to be made under any contract(s) resulting from this bid without a purchase order.

**L. PROCUREMENT CARD**

1. The Howard County Public School System utilizes a Purchasing Card Program. Purchases resulting from this solicitation may be made through a Visa/Mastercard credit card. Bidders are prohibited from charging any additional costs/fees above and beyond the established contract prices to process such orders. Bidders lacking Visa/Mastercard capability should contact the Purchasing Office.

**M. INSURANCE**

1. See ATTACHMENT A, INSURANCE REQUIREMENTS.

**N. ASSIGNMENTS**

1. The Contractor may not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Howard County Public School System. Unless the performance is expressly waived in writing by the Howard County Public School System, an assignment does not

release the Contractor from responsibility for performance of this contract. Assignment or subcontracting without the written approval of the Howard County Public School System will be cause for termination.

O. SUBCONTRACTORS

1. In the event that some or all of the professional services under this agreement are assigned to one or more subcontractors with the permission of the HCPSS, the contractor must advise the HCPSS Contract Administrator of the current names and addresses of all subcontractors and shall verify that all subcontractors adhere to all requirements and responsibilities under this contract including, but not limited to, professional licensure and insurance requirements. Contractors and its subcontractors shall remain jointly and severally liable to the Board for any breaches, act, or omissions committed by a subcontractor.
2. Nothing contained in these contract documents shall create any contractual relation between any subcontractor and the Howard County Public School System.

P. TOBACCO FREE AND ALCOHOL/DRUG FREE ENVIRONMENT

1. 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.
2. 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 a default ruling and lead to contract termination.

Q. CRIMINAL HISTORY BACKGROUND CHECKS

1. All employees, agents, or representatives of the awarded 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 the school system. Such persons, if requested by the school system, must provide fingerprints and other required information to facilitate such a check, as well as 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.

R. CHILD SEX OFFENDER NOTIFICATION

1. Sex Offender Requirement: 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.
2. As a contractor working for Howard County Public School System (HCPSS), we require that you do not employ Registered Sex Offenders to work on projects for our school system if they, as a result, are required to perform delivery, installation, repair, construction or any other kind of services on HCPSS property. Further, Maryland Law that became effective June 22, 2006, requires

that any person who enters a contract with a county board of education or a non-public school "may not knowingly employ an individual to work at a school" if the individual is a registered sex offender; See §11-722 Criminal Procedure Article. An employer who violates this requirement is guilty of a misdemeanor and if convicted may be subject to up to five years imprisonment and/or a \$5,000 fine.

3. Each contractor shall screen their work-forces to ensure that a Registered Sex Offender does not perform work at a county public school and also ensure that a subcontractor and independent contractor conducts screening of its personnel who may work at a school. The term "work force" is intended to refer to all of the contractor's direct employees and subcontractors and/or independent contractors it uses to perform the work. Violations of this provision may cause HCPSS to take action against the contractor up to and including termination of the contract.
4. Effective July 1, 2015, amendments to § 6-113 of the Education Article of the Maryland Code further require that a contractor or subcontractor for a local school system may not knowingly assign an employee to work on school property with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of, or pled guilty or nolo contendere to, a crime involving a sexual offense, child sexual abuse and crimes of violence.
5. The contractor shall submit to HCPSS a listing of any employees assigned to perform under this agreement and certify that the necessary criminal history records checks have been conducted and that each employee complies with the requirements.

S. MULTI-AGENCY PARTICIPATION

1. Under §5-112, Paragraph (3) of the Education Article of the Annotated Code of Maryland HCPSS may with Board of Education approval participate in contracts for goods or commodities that are awarded by other public agencies or by intergovernmental purchasing organizations if the lead agency for the contract follows the public bidding procedures. HCPSS therefore reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies.
2. Each participating jurisdiction or agency shall enter into its own contract with the Award Bidder(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the awarded vendor. Howard County Public School System shall not be a party to any contract entered into by any of the agencies under this document, and shall have no duties toward the agencies or the vendor.

T. MINORITY BUSINESS ENTERPRISE PARTICIPATION

1. Certified Minority Business Enterprises are encouraged to respond to this solicitation notice. Minority Business Enterprise participation shall be as defined by the procedures established for State of Maryland funded public school construction projects.
2. The contractor or supplier who provides materials, supplies, equipment, and/or services shall attempt to achieve the established goals determined for each project from certified minority business enterprises. The bidder or offeror agrees to make a good faith effort to achieve the established goals when applicable.

U. RIGHT TO ASSIGN WORK

1. The school system reserves the right to obtain separate contracts through its normal procurement process according to the best interests of the school system.

V. RESPONSIBILITY OF BIDDERS

1. The Contractor its employees are assumed to be skilled in their trade, and is solely responsible for compliance with health and safety regulations, performing the service in a safe and competent manner for the work as outlined in these Documents.

W. SPECIFICATIONS AND SCOPE OF WORK

1. The specifications listed herein may or may not specify all technical requirements which are needed to achieve the end result. When accepting the award, the bidder assumes the responsibility of accomplishing the task requested in this document. Any omission of parts, products, processes, etc. in the specifications are the responsibility of the bidder and HCPSS will not bear the responsibility of their omission. If omissions in the specifications are discovered and these omissions will impact the contract price then it is the responsibility of the bidder to note these omissions in writing to the purchasing representative, prior to accepting the award. If these omissions are not properly noted in writing prior to award then the bidders silence is deemed as full and complete acceptance and any additional costs will be borne by the bidder.

X. REFERENCES

1. The Howard County Public School System reserves the right to contact any references available in order to evaluate product/service. Cited references must be able to confirm, without reservation, your company's ability to provide the level of service/product mandated in this solicitation. References from other public school systems or governmental agencies are preferred. Howard County Board of Education also reserves the right to request additional references as needed and to reject any bid based on an unsatisfactory reference.

Y. CONTRACT CHANGES

1. After the award of the contract, questions regarding deviations from the specifications or terms and conditions shall be directed to the Procurement Representative for the contract. If a need is found for an item through the development of new menus, new items, or through the inadvertent omission of an item normally included in a bid of this type, the Procurement Representative shall have the right to at any time without notice to sureties, if any, by written order designated or indicated to be a change order, make any changes in the scope of this contract including but not limited to change:
  - 1.1 In any specifications (including reports, drawings, and designs);
  - 1.2 In the method or manner of completion of the scope of the agreement;

- 1.3 In any HCPSS-furnished facilities, equipment, material, services, or site; or
- 1.4 Directing acceleration in the completion of the scope of the agreement.

2. Any amendment or modification to this Agreement shall be made in writing, signed by both parties, and addressed to the Contract manager.

#### Z. INDEMNIFICATION

1. 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 its 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.

#### AA. RESOLUTION OF DISPUTES

1. Bid rejection for non-responsiveness and/or non-responsibility shall be made using the criteria guidelines as stated in the General Provisions of Bid Proposal, Terms and Conditions, and Technical Specifications if any.
2. After bid opening and bid review, but prior to bid award, if a Bidder's entire bid is declared to be nonresponsive and/or non-responsible, the Bidder will be notified as to the reason(s) for rejection.
3. Protests shall be filed in writing to the Purchasing Office within two days after notification.
4. Protests shall include the basis for the protest or appeal, complete in all respects, with relief sought, and whether the protester wishes to have a hearing with respect to the protest or appeal.
5. Protests shall be addressed to Howard County Department of Education, 10910 Clarksville Pike, Ellicott City, Maryland 21042, Attn: Robert Gill, Purchasing Specialist, labeled "Protest". The written protest shall include as a minimum the following:
  - a) Name and address of the protester
  - b) Appropriate identification of the bid
  - c) Supporting exhibits, evidence, and/or documents to substantiate any claims.
  - d) Suggested remedy(ies).

#### BB. 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 employee

and services provided under the contract follow and comply with any such requirements pertaining 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.

**CC. BEHAVIOR OF CONTRACTOR EMPLOYEES**

Howard County Public School System (HCPSS) is committed to providing a work and study environment that is free from discrimination and harassment on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, handicap, pregnancy, or status as a disabled veteran or veteran of the Vietnam era. Behavior contrary to this philosophy, which has the purpose or effect of creating an intimidating, hostile, or offensive environment, will not be tolerated by HCPSS, and it is the Contractor's responsibility to ensure that such behavior by its employees, agents, and subcontractors does not occur. The policy extends to maintaining an environment free from sexual harassment. Therefore, sexual advances or sexual remarks, requests for sexual favors, and other verbal or physical conduct of a sexual nature must not be condoned or permitted by the Contractor. This prohibition extends to such harassment within the employment context as well as harassment of students, staff, and visitors to the

HCPSS. It should be assumed that all sexual behavior by the Contractor's employees, agents, and subcontractors on any campus or facility of HCPSS, whether owned, operated, maintained or leased by the HCPSS, is improper and unwelcome. Contractor will also insure that all or their representatives who work with HCPSS users exhibit a high degree of professionalism in their dealings with those users. The Contractor's employees and subcontractors shall be subject to and comply with all applicable HCPSS rules, regulations and policies which shall include those regulations relating to safety, security and campus parking. If deemed necessary, HCPSS reserves the right to demand the removal of any of the Contractor's employees/subcontractors from duty on its premises as

a result of their violation of the standards set forth herein.

**DD. NON-COLLUSION**

By signing and submitting a Bid/Proposal under this solicitation, the offeror certifies that it has neither agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the bid or offer being submitted herewith; Bidder also certifies that it has not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price proposal of the Bidder or offeror herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the bid or offer is submitted.

**EE. PRIME CONTRACTOR SUPERVISORY RESPONSIBILITIES**

The contractor shall be responsible for supervising and directing the work under this contract and all subcontractors that they may utilize, using best skill and attention. Subcontractors who perform work under this contract shall be responsible for the acts and omissions of their subcontractors and of persons employed by them as they are for the acts and omissions of their own employees. The contractor will be responsible for ensuring that the supervisor or lead worker, including subcontractors, can communicate with HCPSS staff in English in fulfilling the terms of the contract.

**FF. RIGHT TO STOP WORK**

If HCPSS determines, either directly or indirectly, that the Contractors 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 e-bid this contract if it is decided that performance is not within the specifications as set out.

GG. BIDS FIRM FOR 120 DAYS

1. Bid prices shall remain firm for one hundred twenty (120) calendar days from the date of opening.

HH. PRICE ADJUSTMENTS

1. Pricing is firm for the first year after the award of the contract. Thereafter, annual price adjustments may be may be considered, but shall be limited to the same cost of living increases provided in the HCPSS Teacher Association negotiated agreement (HCEA).

II. LICENSES AND QUALIFICATIONS

1. Bidders must be licensed to do business in the State of Maryland and shall submit proof upon request.
2. HCPSS reserves the right to require that the contractor demonstrate that it has the skills, equipment and other resources to satisfactorily perform the nature and magnitude of work necessary to complete the project within the proposed contract schedule.

JJ. SIGN-IN REQUIRED AT HCPSS BUILDINGS

1. Contractors will be required to sign-in and sign-out with the Front Office at each Site upon arrival for assigned games. As well, contract employees shall conduct themselves in a professional manner while on The Howard County Public School System's premises. Any employee found to disregard the nature of the school system's surroundings shall be removed from the premises and may be prohibited from further servicing the HCPSS contract.

KK. IDENTIFICATION

1. 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.

LL. UNIT COSTS ON QUOTES UNDER THIS CONTRACT

1. Unit Costs are to be all inclusive. The cost of all labor, material, equipment, supervision, travel time and mileage, waste disposal, overhead, and profit is to be included in the total quote prices in the response to this bid. Travel time shall be borne by the Contractor.
2. Incentive payments or premium payments made to any employees by the Contractor either as permanent employee pay, subsistence or other pay in excess of the wage shall be at the expense of the Contractor and must be included as part of the quoted rates shown on the Bid Price.

MM. CONTRACTOR INSURANCE

1. Contractor represents and warrants that for the duration of this contract they are covered under applicable general liability insurance and workers compensation



insurance coverage. Evidence of insurance shall be provided to the contract administrator prior to the commencement of work under this contract.

NN. NON-DISCRIMINATION IN EMPLOYMENT

1. The HCPSS does not discriminate on the basis of race, color, creed, national origin, religion, physical or mental disability, age, gender, marital status, or sexual orientation in matters affecting employment or in providing access to programs. 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.

OO. MARYLAND LAW PREVAILS

1. The provisions of this contract shall be governed by the laws of Maryland.

PP. AUDIT AND RECORDS

1. The contractor shall maintain records and documents relating to the performance of the contract and keep all such records and documents for five (5) years after the completion of the contract, and shall make such records available for inspection and audit by authorized representatives of the HCPSS.

QQ. BINDING AGREEMENT

1. This agreement supersedes any and all understandings or agreements, either oral or written, between the Board and the contractor, and constitutes the entire binding agreement upon the parties and their respective successors.

RR. INDEPENDENT CONTRACTS

1. It is expressly understood and agreed that this Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partner, joint venture, or association between the parties.

SS. HOLD HARMLESS

1. The contractor shall reimburse, indemnify and hold harmless the Board for all loss to the Board, including attorney's fees and cost resulting from the negligence of the Contractor in the performance of this contract, and for all loss to the Board resulting from non-performance thereof, except those losses otherwise specifically excluded by the Board.

TT. MEASUREMENT OF PERFORMANCE

1. Contractors shall be measured on the following criteria:
  - 1.1 Officials shall report to assigned games/meets/matches on time and properly attired.
  - 1.2 Officials shall possess extensive knowledge of the rules of the sport being officiated.
  - 1.3 Officials shall timely report to the coordinator of Athletics, within 24 hours, any incident resulting in a player or coach being ejected from a contest.
  - 1.4 Officials shall conduct themselves in a professional manner appropriate for an educational setting.

UU. BILLING AND PAYMENTS

1. All invoices are to be submitted to:

Howard County Public Schools  
Coordinator of Athletics  
10910 Clarksville Pike  
Ellicott City, MD 21042

2. Invoices shall be itemized, including dates of service, and should fully describe the services provided. The invoice shall include, at a minimum, a reference to the contract and the Purchase order numbers and a description/title of the contract or purchase order, the full contract value, the basis for billing, the Federal Employer's Identification Number or Social Security Number and the name and address of the proper invoice recipient.
3. After HCPSS review and approval, the invoice shall be submitted to the Accounts Payable Department for payment with terms of Net 30.
4. Payment in full will only be made upon completion of the full terms and conditions of the contract.

THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM

SPRING ATHLETIC SPORTS REFEREE OFFICIALS SERVICES  
(Baseball, Boys Lacrosse, Softball, Girls Lacrosse)

BID #033.23.B4

**2.2 SCOPE OF WORK**

**A. OBJECTIVES**

1. The objective of this bid request is for The Board of Education of Howard County System (herein referred to as “the Board”), administrated by the Howard County Public School System (herein referred to as “HCPSS” or “the school system”) to establish Fixed Fee Athletic Referee Officials Services contracts for all Twelve High Schools of the school systems Baseball, Boys Lacrosse, Softball and Girls Lacrosse regular season and playoff contest and sporting events. Contractor(s) may choose to bid on one or more of the sport categories (Baseball, Boys Lacrosse, Softball and Girls Lacrosse) to provide all of the labor, equipment, technical supervision, travel, and other associated expenses for the Athletic Official Referee services in accordance with these documents.

**B. SPECIFICATIONS GENERAL**

1. Contractors wishing to bid on more than one sport category must submit a separate bid form and required documents for each sport category individually in separate envelopes with the required documents included for each submission. Contracts will be awarded by category.
2. Contractor will have a minimum of three years’ experience providing Athletic Referee Officials Services in a public school system environment similar to HCPSS and the sport category that they are bidding on.
3. Contractors will have and maintain properly trained and certified officials to officiate at all home and regular season and playoff sport events. Contractors will Utilize/assign Only those officials who are certified and registered with the Maryland Public Secondary Schools Athletic Association (MPSSAA) to officiate HCPSS regular season and postseason, as assigned, athletic contests. This will assure that all Contractors who officiate HCPSS contests are members of the National Federation of Interscholastic Officials Association (NFIOA) and therefore are insured under the National Federation of High School (NFHS) insurance programs. A copy of an official’s certification shall be available for review by Howard County Board of Education upon request.
4. The Contractor shall maintain a local office in the Baltimore/Washington area with a telephone available for receiving and make calls throughout the working day and shall be located within 75 miles of the school system.
5. It will be the responsibility of the Contractor to coordinate specific Referee Officials needs with the school system’s Contract manager.
6. The annual school games schedule for each sport category will be provided by the Contract Manger Mr. John Davis, Coordinator of the Howard County Public Schools Athletics (410) 313-6739 to the awarded contractor after receipt of the purchase order for each season.
7. Contractors will furnish officials for all schools included in the schedule submitted by HCPSS.

8. Contractors will Consult the current HCPSS Handbook for Interscholastic Sports Policies and Procedures and inform Athletics and Activities Manager (AAM) of any modified rules or pertinent game procedures.
9. Contractors will furnish officials for rescheduled games, provided notice of the change to the game is given to the Association 24 hours prior to game time.
10. Contractors will honor requests from the Coordinator of Athletics that a specific official not be assigned to all or part of the HCPSS schedule, if they do not meet the performance measurements as outlined in the terms and conditions section. Upon request, the Coordinator of Athletics will substantiate his/her reasoning.
11. Contractor will abide by and enforce the rules of the game and such special regulations promulgated by HCPSS which fall within the official's sphere of jurisdiction.
12. Contractors will contact the Coordinator of Athletics, within 24 hours, if a player or coach is ejected from Contest.
13. Contractors and/or Subcontractors will promote good sportsmanship and to deal immediately and vigorously with infractions to the fullest extent as prescribed by the rules book.
14. Contractor and/or Subcontractors shall report to assigned games/meets/matches on time and properly attired. They shall possess extensive knowledge of the rules of the sport being officiated and timely report any incidents, in accordance with item B.12 above. In addition they shall conduct themselves in a professional manner appropriate for an educational setting.

C. THE COORDINATOR OF ATHLETICS WILL:

1. Two weeks prior to the season, provide the assigner with a current schedule of all regular HCPSS season games directly or through each school's AAM. Any changes in schedules will be authorized by the Coordinator of Athletics, and the assigner will be informed as soon as possible.
2. Approve any and all changes to the schedule submitted to the assigner.
3. Instruct AAM to notify the assigner three hours prior to game time for cancellation of the game. (AAM will reschedule games that are postponed due to inclement weather). There will be no requirement to pay the officials if the games are cancelled within that time frame. If the game is cancelled after that time, the assigner shall make a good faith effort to notify the officials of the cancellation of the game. Any official who shows up, if the game is cancelled after the stated time, will receive a cancellation fee of one-half of the game fee. If the official shows up to the site without being notified, a full JV/Varsity game fee will be paid. Once a game is started, if it is suspended for any reason, the officials shall receive a full game fee. If a suspended game is continued at a later date, officials will receive a full game fee for the suspended and rescheduled game.
4. Communicate with the assigner throughout the season as the need arises and at the end of the season for evaluation and suggestions for the next season.
5. Furnish the president or assigner of the Association with a copy of the rules when they differ from the National Federation of State High School Associations.

6. Provide the assigner with the MPSSAA regional playoff game schedule as soon as possible and will keep in contact as needed once playoffs begin.
7. Facilitate the necessary access to schools for the purposes of performing upon this contract.

**THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM**

SPRING SOFTBALL ATHLETIC REFEREE OFFICIALS SERVICES  
BID #060.23.B4

**BID PRICE SHEET**

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

Date: \_\_\_\_\_

**Sport Category: Softball**

Mr. Robert B. Gill  
Howard County Public School System, Purchasing  
10910 Clarksville Pike (Route 108)  
Ellicott City, MD 21042

The undersigned hereby submits a bid price to furnish and deliver the Spring Softball Athletic Referee Official Services as set forth in Bid #060.23.B4. The entire bid document including The General and Special Terms and Conditions, Specifications, any addenda, drawings, and the bid price will be part of any resulting contract. Having received clarification on all matters upon which any doubt arose, the undersigned proposes to furnish and deliver the specified Spring Softball Athletic Referee Officials Services for the guaranteed pricing below, inclusive of overhead, profit and other costs possible in providing the service required in this solicitation:

**I. PRICE FOR THE SOFTBALL SPORT CATEGORIES**

If an item below is left blank under the sports category that item will be considered no cost. All item prices should be for each Official Per game. Please be sure to review your entries to confirm they are correct prior to submission.

**A. Softball**

Varsity 1 Umpire Fee (Scrimmage)	\$ _____	each official per game
Varsity 2 Umpires Fee (Scrimmage)	\$ _____	2 officials per game
Varsity 1 Umpire Fee	\$ _____	each official per game
Varsity 2 Umpires Fee	\$ _____	2 officials per game
Junior Varsity 1 Umpire Fee	\$ _____	each official per game

List any Additional Costs or Fees involved in the providing the services required in this solicitation: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\*\* Include attachments as necessary

**FORM CONTINUES ON NEXT PAGE**

**II. ORGANIZATION INFORMATION**

\_\_\_\_\_  
Name of Organization \_\_\_\_\_ years in business

\_\_\_\_\_  
Street Address \_\_\_\_\_

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

\_\_\_\_\_  
Telephone# \_\_\_\_\_ Fax # \_\_\_\_\_ Web Page \_\_\_\_\_

\_\_\_\_\_  
Federal ID or Social Security # \_\_\_\_\_ MD Dept. of Assess. Taxation Number \_\_\_\_\_

\_\_\_\_\_  
eMaryland Marketplace (emma #)      \*\* Please Include a copy of your W-9

**III. CONTACT FOR INSIDE CONTRACT ADMINISTRATION**

In the event your Organization receives a contract as a result of this Invitation for Bid, please designate an inside person whom we may contact during the period of the contract for prompt contract administration:

Name \_\_\_\_\_ Title \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

\_\_\_\_\_ Fax \_\_\_\_\_

e-mail \_\_\_\_\_ Pager/cellular \_\_\_\_\_

**IV. RECEIPT OF ADDENDA**

Addendum: _____	Dated: _____	Received: <input type="checkbox"/>
Addendum: _____	Dated: _____	Received: <input type="checkbox"/>
Addendum: _____	Dated: _____	Received: <input type="checkbox"/>
Addendum: _____	Dated: _____	Received: <input type="checkbox"/>
Addendum: _____	Dated: _____	Received: <input type="checkbox"/>

**V. SURVEY**

For information purposes, please advise by what methods you were informed of this solicitation. Your response would be very much appreciated.

E- Maryland Marketplace (Y/N) \_\_\_\_\_ Contractor: \_\_\_\_\_

Ad House: Name of Ad House \_\_\_\_\_ Other: \_\_\_\_\_

**THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM**

**BID SIGNATURE SHEET**

**A. Bidder's Certification**

1. I/we hereby propose to furnish and deliver supplies and 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 Lumber 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 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**

A person convicted for 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, or 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)

\_\_\_\_\_  
(street address)

\_\_\_\_\_  
(city, state and zip)

\_\_\_\_\_  
(telephone number)

\_\_\_\_\_  
(person authorized to sign bids)

\_\_\_\_\_  
(title of authorized representative)

\_\_\_\_\_  
(signature and date of authorized representative)

\_\_\_\_\_  
(E-mail Address for authorized representative)

End of Form



**CHECK LIST FOR BID SUBMISSION**

**Each Separate Sport Category bid submission package should include the following:**

- \_\_\_\_\_ Bid Price Sheet and Signature Page, including the following:
  - a) Federal ID or Social Security Number
  - b) MD Dept. of Assess. & Taxation Number
  - c) eMaryland Marketplace (emma #)
  - d) Copy of your W-9
  
- \_\_\_\_\_ Experience/Reference Forms (Attachment C)
- \_\_\_\_\_ Profile of Company Form and Attached Training and Evaluation Overviews (Attachment D)
- \_\_\_\_\_ Certification of insurance Coverage (Attachment B)
- \_\_\_\_\_ Affidavit (Appendix E)

**BID ENVELOPE PREPARATION**

1. Bidders shall supply all data required on the enclosed bid forms. Firms are hereby advised that failure to use or fully complete the Howard County Public Schools Bid Forms as defined herein for the submission of Bids may result in their submittal being determined to be technically non-responsive.
  
- 2 Bid proposals for each Sports Category (Baseball, Boys Lacrosse, Softball, Girls Lacrosse) must be submitted separately via e-mail in accordance with the instructions on the Invitation to Bid. Contractor wishing to bid on more than one sports category must submit a separate bid price sheet and all the required forms and documentation in separate e-mails for each sport category they are wishing to bid on. Bidder must identify on each e-mail which sport category is enclosed along with the Bid number and title.
  
- 3 Proposals must be neat, legible, and signed by an authorized officer of the company. The person signing the bid must initial erasures or changes to the forms. Blank spaces must be filled in either ink or typewritten. Lines left blank will be considered a zero cost.
  
- 4 Any bid proposal received after the time and date specified, or at a different location than specified in this document, will not be opened or given any consideration.

**END OF FORM**

## **ATTACHMENT A**

### **INSURANCE REQUIREMENTS**

#### **1 - General Insurance Requirements:**

1.1 - The Contractor shall not commence Work until he has obtained at his own expense all of the insurance as required hereunder and such insurance has been approved by the Board of Education of Howard County Maryland; nor shall the Contractor allow any Subcontractor to commence Work on his subcontract until all similar insurance required of the Subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Contractor will be granted only after submission to the Board of Education of Howard County Maryland of original, signed certificates of insurance or, alternately, at the Board of Education of Howard County Maryland's request, certified copies of the required insurance policies.

1.2 - The Contractor shall require all Subcontractors to maintain during the term of this agreement, commercial general liability insurance, business automobile liability insurance, and Workers' Compensation and employers' liability insurance, in the same manner as specified for the Contractor. The Contractor shall furnish Subcontractors' certificates of insurance to the Board of Education of Howard County Maryland immediately upon request.

1.3 - All insurance required hereunder shall include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until sixty (60) days prior written notice has been given to the Board of Education of Howard County Maryland."

The phrases "endeavor to" and "... but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

1.4 - No acceptance and/or approval of any insurance by the Board of Education of Howard County Maryland shall be construed as relieving or excusing the Contractor, or the Surety, or his bonds, from any liability or obligation imposed upon either or both of them by the provisions of the Contract Documents.

1.5 - The Board of Education of Howard County Maryland and its elected or appointed officials, agents and employees are to be named as an additional insured under all coverages except Workers compensation and business automobile liability, and the certificate of insurance, or the certified policy, if requested, must so state this. Coverage afforded under this paragraph shall be primary as respects the Board of Education of Howard County Maryland, its agents and employees.

1.6 - The Contractor shall be responsible for the Work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection with the Work. The Contractor assumes all risk for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from the action, omission, commission or operation under the contract, or in connection in any way whatsoever with the contracted Work, until final acceptance of the Work by the Board of Education of Howard County Maryland.

1.7 - Insurance coverage required in these specifications shall be in force throughout the contract term. Should the Contractor fail to provide acceptable evidence of current insurance within seven days of written notice at any time during the contract term, the Board of Education of Howard County Maryland shall have the absolute right to terminate the contract without any further obligation to the Contractor, and the Contractor shall be liable to the Board of Education of Howard County Maryland for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the contract at time of termination.

1.8 - Contractual and other liability insurance provided under this contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the Board of Education of Howard County

Maryland from supervising or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the Subcontractors and any persons employed by the Subcontractor.

1.9 - Nothing contained in the specifications shall be construed as creating any contractual relationship between any Subcontractor and the Board of Education of Howard County Maryland. The Contractor shall be fully responsible to the Board of Education of Howard County Maryland for the acts and omissions of the Subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

1.10 - Precaution shall be exercised by the Contractor at all times for the protection of persons, (including employees) and property. All existing structures, utilities, roads, services, trees and shrubbery shall be protected against damage or interruption of service at all times by the Contractor and its Subcontractors during the term of the contract, and the Contractor shall be held responsible for any damage to property occurring by reason of its operation on the property.

1.11 - If the Contractor does not meet the insurance requirements of the specifications, alternate insurance coverage, satisfactory to the Board of Education of Howard County Maryland, may be considered. Written requests for consideration of alternate coverages must be received by the Board of Education of Howard County Maryland at least ten Working days prior to the date set for receipt of bids or proposals. If the Board of Education of Howard County Maryland denies the request for alternate coverages, the specified coverages will be required to be submitted.

1.12 - All required insurance coverages must be acquired from insurers allowed to do business in the State of Maryland and acceptable to the Board of Education of Howard County Maryland. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest edition of Best's Insurance Reports, unless the Board of Education of Howard County Maryland grants specific approval for an exception.

1.13 - The Board of Education of Howard County Maryland will consider any deductible amounts as part of its review of the financial stability the Contractor. Any deductibles shall be disclosed by the Contractor, and deductible amounts are the responsibility of the Contractor.

## **2 - Contractor's Liability Insurance - "Occurrence" Basis:**

2.1 - The Contractor shall purchase the following insurance coverages:

2.1.1 - Commercial general liability with a minimum limit of \$1,000,000 per occurrence, \$1,000,000 annual aggregate including all of the following:

- i. General aggregate limit is to apply per project;
- ii. Premises/operations;
- iii. Actions of independent Contractors;
- iv. Products/completed operations to be maintained for two years after completion of the Work;
- v. Contractual liability including protection for the Contractor from claims arising out of liability assumed under this contract;
- vi. Personal injury liability including coverage for offenses related to employment;

- vii. Explosion, collapse, or underground (XCU) hazards (confirmation of underground hazard coverage must be confirmed by either certificate of insurance or in writing by Contractor's agent, broker or insurer);

2.1.2 - Business automobile liability including coverage for any owned, hired, or non-owned motor vehicles and automobile contractual liability with a limit of \$1,000,000 per accident; uninsured motorist coverage at minimum statutory limits.

2.1.3 - Workers compensation with statutory benefits as required by Maryland law or the U. S. Longshoremen's and Harbor Workers' Compensation Act, or other laws as required by labor union agreements, including standard other states coverage; employers' liability coverage with limits of \$100,000 per accident, \$100,000 per employee for disease, and a \$500,000 disease policy limit.

2.1.4 - Total limit requirements of 2.1.1, 2.1.2 and 2.1.3 may be met by a combination of primary and umbrella excess liability coverage.

2.1.5 - Aircraft liability including coverage for any owned, hired or non-owned aircraft utilized in the project (e.g. installation of HVAC unit on school roof) with a minimum limit of \$ NA per occurrence applicable to aircraft while in flight or in motion. A higher limit may be required by the Board of Education of Howard County Maryland upon exposure review.

### **3 - Commercial General or Other Required Liability Insurance - "Claims Made" Basis**

3.1 - If commercial general or other liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions:

- i. Agree to provide certificates of insurance evidencing the above coverages for a period of two years after final payment for the contract. Such certificates shall evidence a retroactive date, no later than the beginning of the Contractors' or Subcontractors' Work under this contract, or
- ii. Purchase an extended (minimum two years) reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

**Attachment B**

**CERTIFICATION OF INSURANCE COVERAGE**

SPRING SOFTBALL ATHLETIC REFEREE OFFICIALS SERVICES  
BID #060.23.B4

**Please check one below:**

I certify that if awarded this contract all of the referees that will be assigned to service this contract will be registered with The Maryland Public Secondary Schools Athletic Association (MPSSAA) and will be covered under their insurance for Coaches and Officials for the full term and any renewals of the contract. We will provide a copy of the Insurance certification from MPSSAA within 10 days of receiving the award letter from HCPSS.

Our organizations Officials are not registered with MPSSAA, but are registered with another association that provided insurance coverage which meets or exceeds the insurance requirements set forth in Attachment "A" of this Bid Document. We certify that if awarded this contract, all of the referees that will be assigned to service this contract will have the required insurance coverage for the full term and any renewals of the contract.

\*\* Please note that a copy of the Insurance coverage and proof of coverage must be included with your submittal for review and approval by HCPSS.

I certify that if awarded the contract our organization will provide within ten days of the award letter a Certification of Insurance from our organizations insurance carrier to cover all of the referees that will be assigned to service this contract. This coverage will meet or exceed the Insurance Requirements set forth in Attachment "A" of this Bid Document for the full term and any renewals of the contract.

Submitted by:

\_\_\_\_\_  
(company name)

\_\_\_\_\_  
(street address)

\_\_\_\_\_  
(city, state and zip)

\_\_\_\_\_  
(telephone number)

\_\_\_\_\_  
(Name of person authorized to sign)

\_\_\_\_\_  
(title of authorized representative)

\_\_\_\_\_  
(signature and date of authorized representative)

\_\_\_\_\_  
(E-mail Address for authorized representative)

**Attachment C**

**EXPERIENCE/REFERENCE FORM**

**A total of three (3) Experience/Reference Forms must be provided for each sport category (Baseball, Boys Lacrosse, Softball, Girls Lacrosse) that you are submitting a bid for service.**

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

Sport Category: \_\_\_\_\_

1. Customer Name: \_\_\_\_\_
2. Customer Address: \_\_\_\_\_
3. Contact Name and Title: \_\_\_\_\_
4. Contact Person Phone #: \_\_\_\_\_
5. Contract Persons E-mail Address: \_\_\_\_\_
6. How many year of service: \_\_\_\_\_
7. Commencement Date: \_\_\_\_\_ Termination date: \_\_\_\_\_
8. Is this contract renewable? yes  no
9. If yes to the above, was the contract renewed? And if not, why not? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
10. Annual Dollar amount of contract: \_\_\_\_\_
11. What was the nature of your service and list any similarities to HCPSS requirements:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Cited references must be able to confirm, without reservation, your company's ability to provide the level of service mandated in this solicitation. Contact information is to be accurate. The Owner will not be responsible for errors, non-working numbers or persons that are no longer employed by the firm or do not respond. Howards County Board of Education reserves the right to reject any bid based on an unsatisfactory reference. The Board of Education also reserves the right to request additional references as needed.

**Attachment D**  
**PROFILE OF COMPANY FORM**

Comprehensive Description of Organization

Complete for local office which will be performing The Howard County Public School System Service

Company Name: \_\_\_\_\_ Phone #: \_\_\_\_\_  
Company Address: \_\_\_\_\_ Fax #: \_\_\_\_\_  
\_\_\_\_\_ E-mail: \_\_\_\_\_  
\_\_\_\_\_ Web Page: \_\_\_\_\_

Date of Incorporation: \_\_\_\_\_ State of Incorporation: \_\_\_\_\_

Number of Years in business under present name: \_\_\_\_\_  
Number of Years working in a School System: \_\_\_\_\_  
Other or former names under which your organization has operated: \_\_\_\_\_

Percent (%) of Work Performing:

Baseball Referee Official Services	_____ %
Boys Lacrosse Official Services	_____ %
Softball Official Services	_____ %
Girls Lacrosse Official Services	_____ %
(list) _____ Other service	_____ %

Name of Principal(s) and Title(s):

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

History of Firm (attach additional sheets as necessary): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Total Number of Employees: \_\_\_\_\_ Number of Office Personnel: \_\_\_\_\_  
Number of Field Employees: \_\_\_\_\_ Number of Other: \_\_\_\_\_

Has your Organization in the last five years, ever had a contract terminated for any reason? Yes  No

If Yes, Explain: \_\_\_\_\_  
\_\_\_\_\_

Total Company Annual Dollar Volume for Athletic Referee Official Services Contractor work:

2019 \$ \_\_\_\_\_ 2020 \$ \_\_\_\_\_ 2021 \$ \_\_\_\_\_

Please attach a brief, but informative overview of the programs your organization has in place to provide continuing education and training opportunities for your Referee Officials to maintain up to date knowledge and skills in the sport areas they serve. Please also describe the process that your organization utilizes to evaluate and retain good Athletic Sports Referee Officials. (Attach Sheets to this form)

## APPENDIX E

### AFFIDAVIT

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

#### Statutory Affidavit and Non-Collusion Certification

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

1. I am the \_\_\_\_\_ (officer) and duly authorized representative of the firm (the "Firm") \_\_\_\_\_ whose address is \_\_\_\_\_ and that I possess the authority to make this affidavit and certification on behalf of myself and the firm for which I am acting.

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

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

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

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

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

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

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

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

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

**FORM CONTINUES ON NEXT PAGE**



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

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(You may attach any explanation necessary.)

4. I affirm that this firm will not knowingly enter into a contract with a public body under which a person or business debarred or suspended under Maryland State Finance and Procurement Title 16, subtitle 3, Annotated Code of Maryland, as amended, will provide, directly or indirectly, supplies, services, architectural services, construction-related services, leases of real property, or construction.
5. I affirm that this proposal or bid to the Board of Education of Howard County is genuine and not collusive or a sham; that said offeror has not colluded, conspired, connived and agreed, directly or indirectly, with any bidder or person to put in a sham bid or proposal or to refrain from bidding or making a proposal and is not in any manner, directly or indirectly, sought by agreement of collusion or communication or conference, with any person to fix the prices of the affidavit or any other person, or to fix any overhead, profit or cost element of said price, or that if any person, or to secure an advantage against the Board of Education of Howard County or any other person interested in the proposed contract; and that all statements in the proposal or bid are true. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the Board of Education of Howard County may terminate any contract awarded and take any other appropriate action.
6. **SEX OFFENDER NOTIFICATION** - Maryland law requires certain sex offenders to register with the local law enforcement agency; See Maryland Annotated Code, Criminal Procurement Article, §11-704. One of the purposes of this law, found in Article 27§ 792, is to inform school systems when a Registered Sex Offender is residing or working in the area. When the sex offender registers, the local police are required to notify the Superintendent of Schools, and the Superintendent, in turn, is required to send a notice to school principals. As a contractor working for Howard County Public School System (HCPSS), we require that you do not employ Registered Sex Offenders to work on projects for our school system if they, as a result, are required to perform delivery, installation, repair, construction or any other kind of services **on HCPSS property**. Further, Maryland Law that became effective June 22, 2006, requires that any person who enters a contract with a county board of education or a non-public school "may not knowingly employ an individual to work at a school" if the individual is a registered sex offender; See §11-722 Criminal Procurement Article. An employer who violates this requirement is guilty of a misdemeanor and if convicted may be subject to up to five years imprisonment and/or a \$5,000 fine.

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

**FORM CONTINUES ON NEXT PAGE**

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

The Contractor shall submit to HCPSS Contract Manager 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 employee complies with the requirements.

**I/we understand that the Services I/we am seeking access to perform requires that I/we am in a school building with access to children. I/we therefore agree to undergo a criminal background check and send that information to a school system designee before proceeding with the services. The criminal background check is to determine whether I/we have a record of any violation of laws prohibiting child sexual abuse or crimes of violence. I/we waive any rights such as to allow HCPSS access to that information as a condition to that approval of my request. I/we also understand that the criminal background check will be at my own expense.**

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

**FORM CONTINUES ON NEXT PAGE**

**I DO SOLEMNLY DECLARE AND AFFIRM** under the penalties of penalties 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 Proposal on behalf of and with full authority by the bidder named below.

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

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

\_\_\_\_\_  
(City) (State) (Zip)

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

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

\_\_\_\_\_  
(Name Printed) (Title)

\_\_\_\_\_  
(e-Mail Address)

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

OR:

SUBSCRIBED AND SWORN to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

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

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

Corporation  Partnership  Individual  Other