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Terms and Conditions

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TERMS AND CONDITIONS

1.1 CONTRACT AWARD

It is the intent of The Board of Education of Howard County on behalf of the Howard County Public School System (hereinafter "HCPSS" or the "Board") to award to the lowest responsive and responsible Bidder(s) meeting specifications. HCPSS retains the right to award in aggregate, item-by-item, group-by-group, in full or in part, make multiple awards, partial awards, to increase or decrease quantities where quantities are shown and may reject any bid which indicates any omission, contains alteration of form or additions, or imposes conditions, or offers alternate items and may make any award which is deemed in the best interest of the HCPSS or to make no award at all at its sole discretion.

The HCPSS shall be the sole authority as to whether Bidder's offer meets specifications or are an approved equal and further reserves the right to reject any or all 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.

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.

In the event of tie bids where all factors are equal, award shall be made to one of the tie bidders in the following order of preference: Howard County based Bidder, the out of county Bidder but incorporated in Maryland, and then the out of state based Bidder. In the event a tie bid still exists, the Director of Procurement and Materials Management or their designee, shall conduct a coin toss for selection of the potential Award Bidder(s) or seek a geographical, proportional or divided award of contract, whichever is in the best interest of HCPSS.

1.2 CONTRACT DOCUMENTS

Contract Documents consist of all solicitation documents, the specifications and scope of work and any applicable addenda, and any additional documentation issued. All of these materials and documents associated with 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 offeror, by submitting its proposal, agrees that if awarded the contract that it will be bound under the contract to all the Terms and Conditions of the Contract Documents for any future goods and/or services awarded under this contract.

If Offeror's proposal is accepted and awarded, it will become incorporated and an integral part of the contract. However, Bidder's terms and conditions and any exceptions to HCPSS terms and conditions, unless expressly accepted by HCPSS, shall be excluded from the contract documents.

1.3 ORDER OF PRECEDENCE

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

- 2.3.1 Section III: Specifications
- 2.3.2 Section II: Terms and Conditions
- 2.3.3 Section I: General Information
- 2.3.4 Appendices

1.4 WAIVER OF RIGHT TO BID ON OTHER CONTRACTS

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

1.5 INITIATION OF WORK

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

1.6 BILLING AND PAYMENT

The awarded Contractor shall submit invoices to the Howard County Public School System, (Name of Department), 10910 Clarksville Pike, Ellicott City, MD 21042, Attn: (Name of Contact), at the completion of each job. To expedite payments, invoices must contain the following information:

- a) Purchase Order Number
- b) Name of school or office
- c) Description of work along with quantities
- d) Start date and completion date
- e) Itemized breakdown of project costs to include labor and materials.
- f) Total due

Invoices that do not contain the above information may be rejected.

Timely invoicing is required. Awarded Bidder(s) must submit invoices for services and/or goods no later than sixty (60) days following services rendered or receipt of goods. Awarded Bidder(s) expressly waives its right to payment if invoices are not submitted by the end of each fiscal school year (June 30th) or within sixty (60) days following services rendered, receipt of goods, or completion of project milestones, whichever is later, however, not to exceed 365 calendar days.

1.7 INSURANCE

The Offeror has in force, or shall obtain, and will maintain insurance for the full term of the contract (including any executed renewals) in not less than the amounts specified and accordance with the requirements contained in APPENDIX H, INSURANCE REQUIREMENTS.

1.8 SUBCONTRACTING OR ASSIGNMENT

It is mutually understood and agreed that Awarded Bidder(s) shall not assign, transfer, convey, sublet, or otherwise dispose of their contract or their rights, title or interest, therein, or their power to execute such contract in whole or in part to any other person, firm, or corporation, without the previous written consent of the HCPSS' Purchasing Director, but in no case shall such consent relieve the contractor from their obligation, or change the terms of the contract or purchase order.

Assignment or subcontracting without the written approval of HCPSS will be cause for termination.

In the event that some or all of the services and/or goods under this solicitation are permitted to be subcontracted, the bidder shall identify all proposed subcontractor/sub-consultant who will be furnishing services and/or under the terms of this solicitation. Subcontractor/sub-consultants shall conform in all respects to the applicable provisions specified for the prime contractor and shall be subject to approval by HCPSS. If a subcontractor/sub-consultant is determined to be unacceptable by HCPSS, the contractor shall substitute an acceptable subcontractor/sub-consultant with no change in any contract unit prices or overall contract sum. If a firm fails, within a timely manner, to propose another subcontractor/sub-consultant to which HCPSS has no objection, HCPSS reserves the right to reject the proposal. The bidder will use only those subcontractor/sub-consultants approved by HCPSS. All subcontractor/sub-consultants shall comply with all federal and state laws and regulation which are applicable to the services covered by the subcontractor and shall include all terms and conditions set forth herein which apply with equal force to the subcontractor/sub-consultant, as if they were the contractor referred to herein. The Awarded Bidder(s) is responsible for the contract performance, whether or not subcontractor/sub-consultants are used.

1.9 CHANGES, ALTERATIONS OR MODIFICATIONS IN THE SERVICES

HCPSS shall have the right, at their discretion, to change, alter, or modify the services provided for in this agreement and such changes, alterations, or modifications may be made even though it will result in an increase or decrease in the services of the Awarded Bidder(s) or in the contract cost thereof.

If such changes cause an increase or decrease in the Awarded Bidder's cost of, or time required for, performance of any service under this contract, whether or not changed by an order or amendment, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. Any claim of the Awarded Bidder(s) for adjustment under this clause must be asserted in writing within thirty (30) days from the date of receipt by the Awarded Bidder(s) of the notification of change unless the project

manager or his duly authorized representative grants a further period of time before the date of final payment under the contract.

No services for which an additional cost or fee will be charged by the Awarded Bidder(s) shall be furnished without prior written authorization of HCPSS.

1.10 DELAYS AND EXTENSIONS OF TIME

The Awarded Bidder(s) shall execute the work continuously and diligently and no charges or claims for damages shall be made by the Awarded Bidder(s) for any delays, acceleration, or hindrance, from any cause whatsoever, during the progress of any portion of the services specified in the contract documents. Any and all time extensions and/or changes/substitutions of products, materials, equipment, and/or supplies must be requested in writing by the Awarded Bidder(s) before the extension and/or change takes place, and must be approved in writing by HCPSS. Such delays, acceleration, or hindrances, if any, may be compensated for by an extension of time for such reasonable period as HCPSS may decide. Time extensions may be granted only for excusable delays such as delays beyond the control and without the fault or negligence of the awarded bidder(s).

1.11 PRICE ADJUSTMENTS

HCPSS will only consider adjustments on labor rates based only upon federal minimum wage increases and decreases in the Consumer Price Index (CPI-W), Baltimore Region, as published by the Bureau of Labor Standards. Requested increases above a 5% cap will not be considered. In order to receive consideration for a price increase, the Contractor must submit to The Howard County Public School System, sixty (60) days prior to the contract expiration date, a statement of any change in the hourly rate wage actually to be paid to its employees during the renewal term.

Adjustments will be calculated by comparing the current index with the previous year's index so as to determine the change in index points. The point change will then be divided by the price index to obtain the percentage of change. The percentage of change will then be multiplied by .75 to obtain the adjustment to be applied to the current prices.

The HCPSS will also consider adjustments based on fees outside of the control of the Contractor, such as manufacturer price increases. However, such increases will be a "pass through" to the Howard County Public School System with no markup allowed. For such changes to be considered by the Howard County Public School System, documentation from the manufacturer (or any other applicable party) assessing a cost increase must accompany a written request from the Contractor. The Howard County Public School System will then review the request and advise the Contractor of approval or disapproval of the price change request. Price increase requests will not be considered if not accompanied with the proper information.

1.12 REMEDIES AND TERMINATION

- a. **Correction of Errors, Defects, and Omissions** - The Awarded Bidder(s) agrees to perform work as may be necessary to correct errors, defects, and omissions in the services required under the contract documents without undue delays and without cost to HCPSS. The acceptance of the work set forth herein by HCPSS shall not relieve the Awarded Bidder(s) of this responsibility.
- b. **Set-Off** - HCPSS may deduct from and set-off against any amounts due and payable to the awarded bidder(s) any back-charges or damages sustained by HCPSS by virtue of any breach of this agreement by the awarded bidder(s) to perform the services or any part of the services in a satisfactory manner. Nothing herein shall be construed to relieve the Awarded Bidder(s) of liability for additional construction and design or other costs, expenses, and damages resulting from a failure to satisfactorily perform the services. Nothing herein shall limit the liability of the Awarded Bidder(s) for damages and HCPSS may affirmatively collect damages from the awarded bidder(s).
- c. **Termination for Cause** - If the Awarded Bidder(s) fails to fulfill its obligations under this contract properly and on time, otherwise violates any provision of the contract, HCPSS may terminate the contract by providing thirty (30) days' written notice to the Awarded Bidder(s). The notice shall specify the acts of omissions relied on as cause for termination. All finished or unfinished supplies and services provided by the Awarded Bidder(s), shall at HCPSS's option, become HCPSS property. HCPSS shall pay fair and equitable compensation for satisfactory performance of services or goods delivered prior to the receipt of notice of termination, less the amount of damages caused by

Awarded Bidder's breach.

If the damages are more than the compensation payable to the Awarded Bidder(s), the Awarded Bidder(s) will remain liable after termination and HCPSS can affirmatively collect damages.

- d. **Termination for Convenience** - HCPSS may terminate all or any part of the work required under this contract for the convenience of HCPSS by providing ninety (90) days' written notice. In the event of such termination, HCPSS shall determine the costs the Awarded Bidder has incurred to the date of termination. The Awarded Bidder(s) shall not be reimbursed for any anticipatory profits which have not been earned up to the date of termination. The Awarded Bidder(s) agrees that the Awarded Bidder(s) does not have the right to termination for convenience.
- e. **Termination for Non-Appropriation of Funds:** HCPSS may terminate this contract, in whole or in part, due to insufficient funding with thirty (30) days' written notice to the awarded bidder(s). HCPSS shall pay for all of the purchases and services, if any, incurred up to the date of the termination notice.
- f. **Obligations of Awarded Bidder(s) upon Termination** - Upon notice of termination as provided above, the Awarded Bidder(s) shall:
 - a) Take immediate action to orderly discontinue its work and demobilize its work force to minimize the occurrence of costs.
 - b) Take such action as may be necessary to protect the property of HCPSS, place no further orders or subcontract, and assign to HCPSS in the manner and to the extent directed by HCPSS all of the right, title and if ordered by HCPSS, possession and interest of Awarded Bidder(s) under the orders or subcontracts terminated.
 - c) Deliver to HCPSS all materials, equipment, data, drawings, specifications, reports, estimates, and such other information accumulated by the Awarded Bidder(s) which has been or will be reimbursed under this agreement after taking into account any damages that may be payable to HCPSS. Title to such items shall be transferred to HCPSS.
- g. **Remedies Not Exclusive** - The rights and remedies contained in this general condition are in addition to any other right or remedy provided by law, and the exercise of any of them is not a waiver of any other right or remedy provided by law.

1.13 RESPONSIBILITIES AND WARRANTIES

- a. The Awarded Bidder(s) (also referred to herein as "Contractor") shall perform the services and/or provide the goods with that standard of care, skill, and diligence normally provided by a Contractor, or professional in the performance of services and/or goods similar to the services and/or goods hereunder.
- b. Notwithstanding any review, approval, acceptance, or payment for the services by HCPSS, the Contractor shall be responsible for professional and technical accuracy of its work furnished by the Contractor under this agreement.
- c. HCPSS's review, approval, or acceptance of, nor payment for, any of the services required under this contract shall NOT be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Contractor shall be and remain liable to HCPSS in accordance with applicable law for all damages to HCPSS caused by the Contractor's negligent performance of any or the services furnished under this contract.
- d. Contractor warrants that it is qualified to do business in the State of Maryland and that it will take such action as, from time-to-time hereafter, may be necessary to remain so qualified.
- e. Contractor warrants that it is not in arrears with respect to the payment of any monies due and owing the county or state, of any department or agency thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term

of this agreement.

- f. Contractor warrants that it shall comply with all federal, state, and local law, ordinances and legally enforceable rules and regulations applicable to its activities and obligations under this agreement.
- g. Contractor warrants that it shall procure, at its expense, all licenses, permits, insurance, and governmental approval, if any, necessary to the performance of its obligations under this agreement.
- h. Contractor agrees that the equipment or supplies furnished under this award and or contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such equipment or supplies and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the HCPSS by any other clauses of the contract. All equipment shall in the very least carry a standard factory warranty against defects in parts and workmanship for the time period stated in the product warranty specifications and/or for one (1) year from date of acceptance. If the manufacturer warrants equipment for a period longer than one (1) year, the Contractor shall pass through this time to HCPSS.
- i. Contractor warrants 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.

1.14 PROTESTS AND DISPUTES

Except as otherwise provided in these contractual documents, any claim, dispute, or other matter in question concerning a question of fact shall initially be referred to the Procurement Specialist.

Any claim, dispute, or other matter in question concerning a question of fact referred to the Project Manager that is not disposed of by agreement shall be referred to the Director of Procurement and Materials Management, HCPSS, who shall reduce his decision to writing and mail or otherwise furnish a copy to the Contractor. The decision of HCPSS shall be final and conclusive.

1.15 GOVERNING LAW AND VENUE

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

1.16 WAIVER OF JURY TRIAL

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

1.17 EXAMINATION OF RECORDS

The Contractor agrees that the auditor of HCPSS or any of their duly authorized representatives shall, have five (5) years after the final renewal expiration date under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this contract.

1.18 DISSEMINATION OF INFORMATION

During the term of this agreement, the Contractor shall not release any information related to the services or performance of the services under this agreement nor publish any final reports or documents without

the prior written approval of the HCPSS contract manager.

1.19 COOPERATIVE PURCHASING CLAUSE

In accordance with State Finance and Procurement Article, Sect. 13-110, Maryland Annotated Code, HCPSS reserves the right to extend the terms of any contract resulting from this proposal to public bodies, subdivisions, school districts, community colleges, colleges, and universities including nonpublic schools. The Contractor agrees to notify HCPSS of those entities that request to use any contract resulting from this proposal and provide usage information to HCPSS, if requested.

Howard County Public School System assumes no authority, liability, or obligation, on behalf of any other public or non-public entity that may enter into a cooperative agreement associated with the contract resulting from this proposal. All purchases and payment transactions will be made directly between the contractor and the requesting entity.

1.20 NON-HIRING OF OFFICIALS AND EMPLOYEES

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

1.21 ACCESS TO PUBLIC RECORDS ACT NOTICE

- a. The Board of Education of Howard County is subject to the Maryland Public Information Act, State Government Article § 10-611, et. seq. As a result, the Board may be required to disclose, upon request, certain public records.
- b. All information submitted as part of this proposal is subject to release under the Maryland Public Information Act (MPIA). If you would like the Howard County Public School System to consider redactions in the event that your proposal is subject to a MPIA request, submit a proposed MPIA copy including justifications for each redaction and under what specific exemption that justification is qualified for redaction.
- c. 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, offerors should be aware that submission to this RFP may subject your pricing offer to release in a public forum. Additionally, pricing and payments made by HCPSS under the resulting Contract may also become subject to release as public information. HCPSS may consider both the ability to obtain necessary pricing from future offerors as well as the potential to cause harm to the competitive position of offerors in determining release of pricing detail.
- d. Copyrighted submittals are unacceptable and will be disqualified as non-responsive. All submittals become the property of HCPSS.

1.22 CONTINGENT FEE PROHIBITION

The Contractor warrants that they have not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, to solicit or secure this agreement, and that they have not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this agreement.

For breach or violation of this warranty, HCPSS shall have the right to terminate this agreement without liability, or, at its discretion, to deduct from the contract price or consideration, or percentage, brokerage fee, gift or contingent fee.

1.23 OWNERSHIP AND USE

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

information for its own purposes, or use it for reporting to state or federal agencies. The awarded bidder(s) must keep confidential and warrants that it has title to or right of use of all documents, material, or data used or developed in connection with this contract.

1.24 ADHERENCE TO SCHOOL SYSTEM POLICIES AND STATE AND FEDERAL REGULATIONS

The Offeror and any Sub-Offeror personnel assigned to this project must be cognizant and abide by the Board of Education of Howard County Policies and operating procedures at all times. Health and safety policies and procedures will not be compromised. Proposed programs must not violate or conflict with the Board policies and Implementation Procedures. Moreover, the Contractor shall be cognizant and enforce all federal and state regulations and policies and all proposals and subsequent work shall adhere to known regulations and policies.

1.25 SEX OFFENDER NOTIFICATION

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

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

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

Additionally, § 6-113 of the Education Article further requires that a contractor or subcontractor for a local school system may not knowingly assign an employee to work on school property with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of, or pled guilty or nolo contendere to, a crime involving a sexual offense, child sexual abuse and crimes of violence. The Contractor shall submit to HCPSS a listing of any employees assigned to perform under this agreement and certify that the necessary criminal history records checks have been conducted and that all assigned employees comply with the requirements.

1.26 CRIMINAL HISTORY BACKGROUND CHECKS

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

1.27 ETHICS

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

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

1.28 DEBARMENT STATUS

By submitting their proposal, the offeror(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.

1.29 TOBACCO FREE AND ALCOHOL/DRUG FREE ENVIRONMENT

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

1.30 INDEMNIFICATION

The Awarded Bidder(s) shall be responsible for any loss, personal injury, expense, death and/or any other damage which may occur by reason of its acts, negligence, willfulness, or failure to perform any of its obligations under this agreement. Furthermore, any acts on the part of any agent, director, partner, servant or employee of the Awarded Bidder(s) are deemed to be the Awarded Bidder's acts.

Awarded Bidder agrees to indemnify and hold harmless the Howard County Public School System and its Board, employees, agents, representatives, and students from any claim, damage, liability, expense, and/or loss, including defense costs and attorney fees, arising directly or indirectly out of the Awarded Bidder's performance under the Contract Documents. The indemnification obligation of the Awarded Bidder 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 Awarded Bidder shall cover the acts or omissions of any permitted subcontractors hired by the Awarded Bidder. Furthermore, the indemnification obligation of the Awarded Bidder shall survive termination of the contract for any reason.

1.31 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 contractors Bid price.

1.32 eMARYLAND MARKETPLACE ADVANTAGE REGISTRATION

Awarded bidders are required to register on eMaryland Marketplace Advantage at <https://procurement.maryland.gov> within five days following notice of award. Maryland law requires local and state agencies to post award notices on eMaryland Marketplace Advantage This cannot be done without the awarded bidder's self-registration in the system. Registration is free. Failure to comply with this requirement may be considered grounds for default. It is recommended that any interested bidder register with eMaryland Marketplace Advantage regardless of the award outcome for this procurement as it is a valuable resource for bid notification for municipalities throughout Maryland. If you have any questions or need assistance, contact the help desk at emma.helpdesk@maryland.gov or call (410) 767-1492.

1.33 RIGHT TO STOP WORK

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

1.34 NON-DISCRIMINATION

In the execution of the obligations and responsibilities hereunder, included, but not limited to hiring or employment made possible by or relating to the Contract Documents, or the provisions of goods and services provided, the Awarded Bidder(s) shall not discriminate against persons on the basis of religion, ancestry or national origin, sex, age, marital status, sexual orientation, gender identity, disability, or genetic information. For more information, contact the Equity Assurance Office of the Howard County Public School System at 10910 Route 108, Ellicott City, MD 21042 or call 410-313-6654. HCPSS is fully committed to the Americans with Disabilities Act (ADA) which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities, and services. HCPSS government contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any County contractual agreement must make the same commitment. Your acceptance of the awarded contract acknowledges your commitment and compliance with ADA.

1.35 INDEPENDENT CONTRACTOR

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. The Awarded Bidder(s) will not be entitled to and expressly disclaims any right to worker's compensation, retirement, insurance, or other benefits afforded to employees of HCPSS.

1.36 CONTRACTOR PERFORMANCE/EVALUATION SCORECARD

Upon completion of a project/service or at any time during the project/service, the awarded contractor shall receive a performance evaluation scorecard rating the contractor's performance on the project/service, see Appendix G. The evaluation scorecard will become part of the contractor's permanent file. A sample Contractor Performance/Evaluation Scorecard is included with the bid documents.

The evaluation scorecard shall include the following performance indicators: Quality of Work, Responsiveness, Professionalism, Resources, Schedule Management, Quality Control, Deficiency Resolution, Submittal Management, Training, Appearance, Security, Safety, Utility Conservation, Disruptions, Quality of Materials, Emergency Response, Hazardous Materials, Innovation, Teamwork, Cost Management, Billing, Compliance. A contractor shall have up to 3 weeks after notification to appeal, challenge or otherwise dispute the scorecard results. After the 3-week period, the scorecard shall be considered final and accepted by the contractor.

A contractor receiving a 70% or less overall evaluation scorecard rating for a project/service may be disqualified for bidding on any future project/service with the HCPSS for a period of three (3) years and/or for the remaining contract term including renewal options.

1.37 ANTI-BRIBERY

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

1.38 MULTIPLE PROPOSALS

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

1.39 TECHNOLOGY-BASED INSTRUCTIONAL PRODUCTS

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

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

Contractor Notice of Equivalent Access Standards

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

“Equivalent access” includes:

1. Keyboard controls used for input and synthesized speech;
2. Braille; and
3. Other audible or tactile means used for output.
4. “Nonvisual access” means the ability to receive, use, and manipulate information and operate controls necessary to access information and communications technology through keyboard controls, synthesized speech, braille, or other methods not requiring sight.