



102 S. Hickory Avenue  
Bel Air, Maryland 21014

**RFQu #22-JH-026**

**REQUEST FOR QUALIFICATIONS  
FOR  
OUTSIDE LEGAL COUNSEL**

**Issue Date: June 22, 2022**

**Questions Due: July 12, 2022**

**Due Date and Time: July 28, 2022 by 12:00 pm local time**

**Submit Proposals to:**

**[Jennifer.Horner@hcps.org](mailto:Jennifer.Horner@hcps.org)**

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**Technical Specifications**

**Outside Legal Counsel**

**#22-JH-026**

1. **PURPOSE**

- 1.1 The Board of Education of Harford County Public Schools (HCPS) is issuing this Request for Qualifications (RFQu) for the purpose of soliciting proposals from interested attorneys and/or law firms. It is HCPS' intent to pre-qualify attorneys and/or law firms that can provide the qualifications regarding any of the requirements listed within this RFQu. The number of partnerships created will be dependent on the number of qualified proposals received.
- 1.2 This is on an as-needed basis and HCPS reserves the right to work with any outside counsel of our choosing for specific matters. There is no guarantee of the amount of work or any minimum dollar amount to any qualified offeror.
- 1.3 It is the intent of this specification to provide the prospective offeror(s) with complete information relative to the total performance of any resultant contract. Offerors are obligated to read and understand all parts of this request for qualifications and to obtain clarification of any part not thoroughly understood.

2. **SERVICE PERIOD**

- 2.1 The initial term of this agreement shall be for one (1) year and shall begin on or about **September 1, 2022** through **June 30, 2023**.
- 2.2 Harford County Public Schools reserves the right, if mutually agreed upon, to renew this agreement under the same terms and conditions for three (3) additional, 1-year periods.
- 2.3 An offeror submitting a response to this solicitation, automatically accepts the possible renewals as a condition of award and acknowledges that all terms and conditions remain unchanged.

3. **CONTRACT DOCUMENT**

This RFQu and the agreed upon Memorandum of Understanding (MOU) shall serve as the agreement between the parties. Offerors will be expected to sign the MOU within fifteen (15) business days of receipt. If any offeror wishes to take exception to any provision of the agreement or the RFQu, all such exceptions shall be stated specifically and in writing. Offerors are further advised that under certain circumstances the provisions of a proposal can be subject to negotiation.

4. **SCOPE OF SERVICES**

- 4.1 Those interested should provide their hourly rate range for each applicable category and should know that HCPS would be able to set a "not to exceed" rate. The exact hourly rate would be dependent upon the scope of services.
- 4.2 Any replacement of resources offered in this Request for Qualifications must be replaced in-kind.
- 4.3 The list of categories includes the following:
  - 4.3.1 Corporate/commercial matters, including but not limited to M&A, complex leases, banking, and financing transactions (including deferred compensation and other specialized matters), and governance
  - 4.3.2 Employment and Labor, including both union and non-union matters

- 4.3.3 Education and Special education, including but not limited to federal and state compliance issues, due process
- 4.3.4 Construction (especially school construction)
- 4.3.5 Land Use
- 4.3.6 Zoning/Planning/Permitting matters specific to Harford County and the State of Maryland
- 4.3.7 Family law, including custody matters and complex issues involving parental rights and child/ student rights.
- 4.3.8 Board representation, requiring proficiency with the Open Meetings Act, Robert’s Rules of Order, and general corporate board governance and responsibilities as well as experience in managing administrative appeals and other litigation on behalf of the Board
- 4.3.9 If your firm offers any other services that might be beneficial to HCPS, please provide that information with details on the Pricing Page.

5. **PROPOSED TIMELINE**

Date	Description
June 22, 2022	RFQu Project Posted to HCPS Website and eMaryland Marketplace
July 12, 2022	Question Deadline - due before 2:30 PM (EST)
July 20, 2022	Addenda released (if necessary) Addenda addressing questions received prior to the question deadline will be posted on HCPS website and eMaryland Marketplace.
July 28, 2022 By 12:00 pm	Submittals Due before 12:00 PM (EST)  E-Mail to: <a href="mailto:bids@hcps.org">bids@hcps.org</a> Subject: <b>RFQu #22-JH-026 Outside Legal Counsel</b>
August 1 – August 12, 2022	Evaluate Submittals
September 1, 2022	Tentative Contract Start Date

6. **OFFERORS REQUIREMENTS / QUALIFICATIONS**

- 6.1 Minimum Requirements
  - 6.1.1 Attorneys must be barred in the State of Maryland and in good standing.
  - 6.1.2 Experience must be in at least one of the categories listed in the Scope of Services for at least three (3) years
- 6.2 Preferred Requirements
  - 6.2.1 Experience before the Harford County Circuit Court
  - 6.2.2 Experience before the Maryland state and federal courts
  - 6.2.3 Experience handling education law matters

- 6.2.4 Experience handling matters before the Maryland State Department of Education (MSDE)
- 6.2.5 Experience handling administrative law matters
- 6.2.6 Minority and diversity statement

**7. PROPOSAL EVALUATION**

- 7.1 Along with the fulfillment of the RFQu, any legal requirements and Offeror's proposal submissions, the following criteria will be utilized to evaluate those proposals:
  - 7.1.1 Recognition & suitability of offeror, offeror's name, appropriateness of proposed program(s) and content.
  - 7.1.2 Overall ability of offeror's proposal to meet the scope of services and requirements of HCPS.
- 7.2 HCPS reserves the right to request clarification of and/or additional proposal information that may be required for evaluation of proposals. As noted above, however, this does not include the negotiation of the terms of any proposal.
- 7.3 An MOU, if awarded, will be awarded to the offerors whose proposals are deemed to be the most advantageous to HCPS based on the factors stated above.
- 7.4 Offerors are advised that in the event of receipt of an adequate number of proposals, which require no clarification or supplementary information, such proposals may be evaluated without further discussions. Therefore, initial proposals should be submitted on the most complete and favorable terms and conditions. Should proposals submitted require additional clarification or supplementary information, such information shall be submitted in a timely manner.
- 7.5 In determining the qualifications of an Offeror, HCPS will consider the Offeror's record and performance of any prior contracts with HCPS or other public bodies, including but not limited to the Offeror's providing similar programs/services to HCPS, other schools, or school districts. HCPS reserves the right to reject the proposal of any Offeror if the investigation discloses that the Offeror, in HCPS' opinion, has not properly performed such prior contracts or has habitually and without just cause neglected the payment of bills or has otherwise disregarded its obligations to subcontractors or employees.
- 7.6 After review of proposals, HCPS, at its sole discretion, may ask individual offerors to make oral presentations, informal telephone interviews or demonstrations without charge to HCPS.
- 7.7 HCPS reserves the right to negotiate or modify any element of the proposal to ensure that the best possible arrangement for achieving the stated purpose is obtained.
- 7.8 Proposals shall be evaluated, and the offeror notified of the results.
- 7.9 Requests for these services will be re-evaluated in one (1) year to potentially add additional evaluators/suppliers to the qualification list.

**8. TERMINATION OF AGREEMENT**

- 8.1 Termination for Default
  - 8.1.1 If the Provider fails to fulfill its obligations under this contract properly and on time, otherwise violates any provision of the MOU, HCPS may terminate the MOU by written notice to the Provider. The notice shall specify the acts of omissions relied on as cause for termination.

- 8.1.2 All finished or unfinished supplies and services provided by the Provider, shall at HCPS' option, become HCPS property. HCPS shall pay the Provider fair and equitable compensation for satisfactory performance prior to receipt of Notice of Termination, less the amount of damages caused by Provider's breach.
- 8.1.3 If the damages are more than the compensation payable to the Provider, the Provider will remain liable after termination and HCPS can affirmatively collect damages.

8.2 Termination for Convenience

HCPS may terminate all or part of the work required under this agreement for the convenience of HCPS with ninety (90) days notification. In the event of such termination, the Contract Administrator shall determine the costs the Provider has incurred to the date of termination and such reasonable costs associated with the termination. HCPS shall pay such costs as determined by the Contract Administrator to the Provider together with reasonable profit reasonably earned by the Provider to the time of termination but not to include any profit not earned as of the date of termination.

9. **RFQu COORDINATOR**

Upon release of this RFQu, all communications should be directed in email to the RFQu Coordinator listed below. Unauthorized contact regarding this RFQu with other HCPS employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the School District. Questions regarding this document must be submitted to the following RFQu Coordinator:

Name: Jennifer Horner, Procurement Agent

Email: [Jennifer.Horner@hcps.org](mailto:Jennifer.Horner@hcps.org)

Phone: 410-809-6044

10. **SUBMITTAL RESPONSE**

All proposals shall be emailed to [Jennifer.Horner@hcps.org](mailto:Jennifer.Horner@hcps.org). Mark subject line - **RFQu #22-JH-026 Outside Legal Counsel**. Only electronic submittals will be accepted. It is the Offeror(s) responsibility to verify that the Proposal has been received, prior to the due date. 'Read Receipts' are not sufficient. Offeror(s) may contact the Procurement Agent listed within the solicitation, by email or phone, to confirm receipt of bids.

11. **RESPONSE FORMAT**

**Request for Qualifications should be prepared simply and provide the information requested.**

- 11.1 Offerors shall submit the following:
  - 11.1.1 Proposal
  - 11.1.2 Required Documentation
- 11.2 If confidential materials are submitted, offerors are requested to submit one (1) additional electronic copy of their submittal for the purposes of Freedom of Information Requests. The redacted electronic copy shall be marked "**Redacted Copy**". It is understood that this copy may be made available to any requesting party without prior consent or approval from the originator. Blanket requests for the entire proposal to be held confidential will not be considered.

12. **OFFERORS COST TO DEVELOP REQUEST FOR QUALIFICATIONS**

Costs for developing responses to this RFQu are the obligation of the Offeror and shall not be chargeable in any manner to HCPS.

13. **ADDITIONAL INFORMATION**

- 13.1 This RFQu imposes no contractual obligation whatsoever on the part of the HCPS or Offeror.
- 13.2 Offeror is to submit electronically a "Complete Original Proposal" that contains original signatures (no signature photocopies or signature stamps permitted) for HCPS analyzation purposes.
- 13.3 Only electronic submissions are acceptable.
- 13.4 HCPS reserves the right to reject any or all proposals or not award a contract.
- 13.5 If an offeror discovers any ambiguity, conflict, omission or other error in the specifications, offeror shall immediately notify the Procurement Department of such error and request clarification of the document. Offeror understands that the only official answer or position of HCPS will be the one stated in writing by the RFQu Coordinator, or in their absence an authorized representative.

14. **SUBMITTAL REQUIREMENTS**

Proposals for this Request for Qualifications should include the following and will be evaluated as such:

14.1 **Background and Staff Information**

- 14.1.1 Provide general background information regarding you/your firm, including a summary of previous experiences with working with a school system/education law for each applicable category listed in the Scope of Services.
- 14.1.2 Provide Minority and/or Diversity Statement

14.2 **Expertise and Experience**

- 14.2.1 Provide biographies of each individual lawyer who would potentially do work with HCPS evidencing education and work history, for you and/or each member of the team during the past three (3) years.
  - 14.2.1.1 Submittal shall include representative cases, areas of law, length of experience
- 14.2.2 List any credentials, certifications, and memberships that you and/or each team member hold.
- 14.2.3 List any special skills that distinguish you from other attorneys/ firms.
- 14.2.4 Describe in detail your firm's experience in working on legal matters with a school/educational system.

14.3 **Requirements expected of HCPS**

Please provide any requirements/responsibilities of HCPS staff and facilities.

14.4 **Required Documents**

- 14.4.1 Conflict of Interest Disclosure Form

- 14.4.2 Employment of Sex Offenders and Other Criminal Offenders Affidavit
- 14.4.3 State of Maryland Anti Bribery Affidavit
- 14.4.4 Certification Regarding U.S. Government Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- 14.4.5 Evidence General Liability, Professional Liability, Automobile Liability and Worker's Compensation Insurance



**SIGNATURE SHEET**  
**(To be submitted with Proposal)**

I/We agree to provide the services in accordance with the accompanying requirements and all conditions, provisions, attachments, and any addenda to this RFQu.

_____ Company	_____ Authorized Representative (print)
_____ Address	_____ Signature
_____ Address, continued	_____ Title (print)
_____ Name of Firm's Contract Administrator	_____ Phone Number of Authorized Representative
_____ Phone Number of Firm's Contract Administrator	_____ E-mail Address of Authorized Representative
_____ E-mail Address of Firm's Contract Administrator	_____ Federal I.D. Number

**Acknowledgement of Addenda (if issued)**

I/We acknowledge receipt of the following Addenda:

- No. \_\_\_\_\_, Dated \_\_\_\_\_
- No. \_\_\_\_\_, Dated \_\_\_\_\_
- No. \_\_\_\_\_, Dated \_\_\_\_\_

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

**HARFORD COUNTY PUBLIC SCHOOLS  
 102 SOUTH HICKORY AVENUE  
 BEL AIR, MD 21014**

**PRICING**

**RFQu #22-JH-026**

**Outside Legal Counsel**

Please indicate the services along with the correspondent hourly rates being offered:

Category #	Category	Hourly Rate Range (Dependent upon the scope of work)			
		\$	/hr	to	\$ /hr
1	Corporate/Commercial Matters	\$	/hr	to	\$ /hr
2	Employment and Labor	\$	/hr	to	\$ /hr
3	Education and Special Education	\$	/hr	to	\$ /hr
4	Construction	\$	/hr	to	\$ /hr
5	Land Use	\$	/hr	to	\$ /hr
6	Zoning/Planning/Permitting	\$	/hr	to	\$ /hr
7	Family Law	\$	/hr	to	\$ /hr
8	Board Representation	\$	/hr	to	\$ /hr

**\*Note: Offerors are not required to provide hourly rates for all categories. Submit rates for applicable categories only.**

Optional - If your firm offers any other services that might be beneficial to HCPS, please provide that information with details:

Category	Hourly Rate Range			
	\$	/hr	to	\$ /hr
	\$	/hr	to	\$ /hr
	\$	/hr	to	\$ /hr
	\$	/hr	to	\$ /hr
	\$	/hr	to	\$ /hr

**Memorandum of Understanding (MOU) SAMPLE**

RFQu # \_\_\_\_\_

This agreement, "Agreement" will create a partnership between **Harford County Public Schools** "HCPS", and \_\_\_\_\_ to provide external evaluators/researchers for various grants and programs.

The term of this MOU is from \_\_\_\_\_ through \_\_\_\_\_, with the option to renew for an additional \_\_\_\_\_ year periods. All Amendments and modifications to the MOU must be in writing, have a specified effective date, and must be signed by both parties.

NOW, THEREFORE, in consideration of the mutual promises contained herein, attached hereto as **Exhibit 'A'**, and other good consideration, the receipt and sufficiency of which are hereby acknowledged, HCPS and **Pre-qualified firm**, hereby agree as follows:

- I. HCPS Responsibilities:
  
- II. **Pre-qualified firm** Responsibilities:
  
- III. Insurance Requirements:
  1. **Pre-qualified firm** shall take proper safety and precautions and to protect their work, their employees, the public, and the property of others from any damage or injury resulting solely from the performance of the work described herein.
  2. **Pre-qualified firm** shall purchase and maintain insurance coverages stated in RFQu #\_\_\_\_\_.
  3. **Pre-qualified firm** hereby acknowledges its status as an independent contractor while performing services on behalf of HCPS and that HCPS's workers compensation coverage or self- insurance is not intended to and will not respond to cover any medical or indemnity loss arising out of injury to **pre-qualified firm's** subcontractors, volunteers, or its employees during **pre-qualified firm's** performance of services for HCPS. To the fullest extent permitted by law, **pre-qualified firm** specifically waives any right of recovery against HCPS and its elected and appointed officials, officers, volunteers, agents, and employees for personal injury (and any resulting loss of income) suffered during the performance of services as an independent contractor for HCPS. Such waiver shall apply regardless of the cause of original of the injury, loss, or damage, including the negligence of HCPS and its elected and appointed officials, officers, volunteers, agents and employees. **Pre-qualified firm** shall advise its insurers of the foregoing.
  4. To the fullest extent permitted by law, **pre-qualified firm** shall be solely responsible for any loss or damage to property of **pre-qualified firm** or its invitees, employees, officials, volunteers, agents, and representatives while such property is on, at or adjacent to the premises of HCPS.
  5. Insurance or self-insurance provided to HCPS and its elected and appointed officials, officers, employees, and authorized volunteers as specified herein shall be primary, and any other insurance, self-insurance, coverage, or indemnity available to HCPS and its elected and appointed officials, officers, employees, and authorized volunteers shall be excess of and non-contributory with insurance of self-insurance provided to HCPS and its elected and appointed officials, officers, employees, and authorized volunteers as specified herein.

IV. Background Checks:

1. **Pre-qualified firm** represents and warrants that all employees thereof who perform any work or provide any service in furtherance of this Agreement shall have undergone a criminal history check which meets the requirements of Part V of Sub-Title 5 of Title 5 of the Family Law Article of the Maryland Annotated Code. **Pre-qualified firm** shall make the results of such checks available to HCPSs. HCPS reserves the right to reject, in its sole discretion, any employee proposed for placement based on the employee's criminal history records check. **Pre-qualified firm** shall be responsible for all costs related to such criminal history check.
2. Sex Offender Prohibition: **Pre-qualified firm** understands and acknowledges that, in accordance with the State of Maryland's Criminal Procedure Article, Section 11-722, it may not knowingly employ an individual to perform any work or provide service in furtherance of this Agreement if the individual is a registered sex offender.
3. Title IX Affirmation of Compliance with Section 6-113.2 of the Education Article of the Maryland Code: **Pre-qualified firm** hereby affirms that, with respect to any of its employees that it utilizes who perform any work or provide any service on or about HCPS premises with respect to the Agreement, it has or shall comply with the requirements of the above statute.
4. Non-Assignment of Employees: **Pre-qualified firm** acknowledges and agrees that, pursuant to Section 6-113 of the Education Article of Maryland Code, **pre-qualified firm** is prohibited from knowingly assigning any employee to provide service or work pursuant to this Agreement if such employee may, or would have, direct, unsupervised and uncontrolled access to children if the employee has been convicted of, pled guilty or nolo contendere to, any of the following crimes.
5. A sexual offense in the third or fourth degree under § 3-307 or §3-308 of the Criminal Law Article of the Maryland Code or an offense under the laws of another state that would constitute an offense under § 3-307 or §3-308 of the Criminal Law Article if committed in Maryland; Child sexual abuse under §3-602 of the Criminal Law Article, or an offense under the laws of another state that would constitute child sexual abuse under § 3-602 of the Criminal Law Article if committed in Maryland; or A crime of violence as defined in §14-101 of the Criminal Law Article, or an offense under the laws of another state that would be a violation of §14-101 of the Criminal Law Article if committed in Maryland, including: (1) abduction; (2) arson in the first degree; (3) kidnapping; (4) manslaughter, except involuntary manslaughter; (5) mayhem; (6) maiming; (7) murder; (8) rape; (9) robbery; (10) carjacking; (11) armed carjacking; (12) sexual offense in the first degree; (13) sexual offense in the second degree; (14) use of a handgun in the commission of a felony or other crime of violence; (15) child abuse in the first degree; (16) sexual abuse of a minor; (17) an attempt to commit any of the crimes described in items (1) through (16) of this list; (18) continuing course of conduct with a child under §3-315 of the Criminal Law Article; (19) assault in the first degree; (20) assault with intent to murder; (21) assault with intent to rape; (22) assault with intent to rob; (23) assault with intent to commit a sexual offense in the first degree; and (24) assault with intent to commit a sexual offense in the second degree.

V. Compliance with the Law

1. **Pre-qualified firm** hereby represents and 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.
2. **Pre-qualified firm** 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.

3. **Pre-qualified firm** must, at its expense, obtain any and all licenses, permits, insurance, and governmental approval required by Local, State, and Federal authorities, if any, necessary to perform its obligations under this Agreement.
4. It is **pre-qualified firm's** responsibility to notify HCPS of lapses in, suspension of or termination of special permits and licenses required under the Agreement.

#### VI. Additional Agreements

1. Termination: Either party may terminate this Agreement for any reason by giving written notice to the other party thirty (30) days in advance of the termination. Upon receipt of termination, **pre-qualified firm** will cease efforts. No Agreements may be renewed after receipt of the notice of termination, except with the express written consent of HCPS.
2. No Third-Party Beneficiary: It is not the intent of either party to this Agreement to create any benefit for any third party.
3. Whole Agreement; Waiver and Amendment; Interpretation: This Agreement with addenda contains the entire Agreement between the parties relating to its subject matter, and no prior or contemporaneous oral or written communication can alter, add to, contradict, or expand any of its provisions. This Agreement may be waived or amended only in writing signed by both parties. The parties agree that this Agreement is governed by Maryland law.
4. No Partnership or Agency: Notwithstanding any use of the word "partnership" in this endeavor, HCPS and **pre-qualified firm** do not intend to create a partnership, joint venture, or other entity involving joint action for profit, nor is either HCPS or **pre-qualified firm** an agent for the other, except as expressly provided in this Agreement.
5. Access to Financial Records: In addition to any other rights, it may have in this regard, HCPS and its members, officers, and/or agents may review the financial records of **pre-qualified firm** regarding the program contemplated under this Agreement at any time. HCPS may require an audit of **pre-qualified firm's** records relating to the programming under this Agreement at HCPS's expense.

#### VII. Public Health and Safety Provisions (HCPS Facility Use)

1. During circumstances involving a public health and safety emergency or concern (e.g. a pandemic), while using an HCPS facility, **pre-qualified firm** must adhere to federal, state, and local laws and guidance, which may include public health and safety provisions. During such circumstances, to ensure compliance, this may include the submission of organization or activity specific health and safety plan related to current emergency conditions prior to an application being approved for use of an HCPS facility.
2. Due to the COVID-19 pandemic, all individuals on HCPS property must adhere to Maryland Department of Health (MDH), MSDE, and CDC COVID-19 protocols. **Pre-qualified firm** may be required to submit a COVID-19 safety and compliance plan for review and approval by HCPS. These plans must document how **pre-qualified firm** will implement COVID-19 safety and compliance requirements while providing services out of an HCPS school facility, which must include, but is not limited to social distancing, fabric face covering requirements, sanitization, and response and communication if a person has COVID-19 symptoms. This Agreement is subject to and conditional upon the approval of **pre-qualified firm's** COVID-19 safety and compliance plan by HCPS.

Pre-qualified firm

**HARFORD COUNTY PUBLIC SCHOOLS**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Title: Superintendent of Schools

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**Request for Qualifications  
RFQu #22-JH-026**

**PROPOSAL DOCUMENTS REQUIRED  
DOCUMENTATION**

All documents in this section shall be completed, signed and submitted with the proposal package.

**Harford County Public Schools  
Conflict of Interest Disclosure Form**

**Note:** A potential or actual conflict of interest exists when commitments and obligations are likely to be compromised by the evaluator(s) or project manager's other material interests, or relationships (especially economic), particularly if those interests or commitments are not disclosed.

This Conflict of Interest Form should indicate whether the evaluator(s) or project manager(s) has an economic interest in, or acts as an officer or a director of, any outside entity whose financial interests would reasonably appear to be affected by the award of a contract or contract evaluation panel. The evaluator or contract manager(s) should also disclose any personal, business, or volunteer affiliations that may give rise to a real or apparent conflict of interest. Relevant Federally and organizationally established regulations and guidelines in financial conflicts must be abided by. Individuals with a conflict of interest should refrain from contract evaluation process.

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

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

Position: \_\_\_\_\_

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest:

\_\_\_\_\_ I have no conflict of interest to report.

\_\_\_\_\_ I have the following conflict of interest to report (please specify other nonprofit and for-profit boards you (and your spouse) sit on, any for-profit businesses for which you or an immediate family member are an officer or director, or a majority shareholder, and the name of your employer and any businesses you or a family member own:

1. \_\_\_\_\_

2. \_\_\_\_\_

I hereby certify that the information set forth above is true and complete to the best of my knowledge.

Signature: \_\_\_\_\_

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



## HARFORD COUNTY PUBLIC SCHOOLS

### EMPLOYMENT OF SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS AFFIDAVIT

The following pages summarize criminal offender legislation applicable to Maryland Public Schools. The Affidavit below affirms your understanding of the requirements related to these Laws.

I AFFIRM THAT:

I am aware of, and the business listed below will comply with, the following requirements of Section §11-722 of the Criminal Procedure Article, and Section §6-113 of the Education Article, Annotated Code of Maryland:

- A. Maryland Law requires sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work, or attend school. An HCPS contractor agrees and acknowledges that it/he/she is prohibited from knowingly employing an individual to work at a school if the individual is registered as a sex offender pursuant to Section §11-704 of the Criminal Procedures Article of Maryland Code.
- B. An HCPS contractor or subcontractor may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of:
  - 1) Section §3-307 of the Criminal Law Article, Maryland Annotated Code, *Sexual Offense in the Third Degree*;
  - 2) Section §3-308 of the Criminal Law Article, Maryland Annotated Code, *Sexual Offense in the Fourth Degree*;
  - 3) An offense under the laws of another state that would constitute a violation of Sections §3-307 or §3-308 of the Criminal Law Article if committed in Maryland;
  - 4) Child sexual abuse under Section §3-602 of the Criminal Law Article, Annotated Code of Maryland;
  - 5) An offense under the laws of another state that would constitute child sexual abuse under Section §3-602 of the Criminal Law Article if committed in Maryland;
  - 6) A crime of violence as defined in Section §14-101 of the Criminal Law Article, Annotated Code of Maryland; or
  - 7) An offense under the laws of another state that would constitute a crime of violence under Section §14-101 of the Criminal Law Article if committed in Maryland.
  - 8) Contractors shall comply with the requirements of House Bill 486 passed by the General Assembly in 2019, regarding screening of applicants for employment.
    - a. Effective July 1, 2019
    - b. MSDE Guidance for House Bill 486 – Child Sexual and Sexual Misconduct Prevention) can be found online at [www.marylandpublicschools.org](http://www.marylandpublicschools.org).
    - c. Submission of Section 000325 Contract Affidavit (HB 486/SB 541 Compliance) is required to be submitted prior to award of contract.

*See Section §6-113 of the Education Article, Annotated Code of Maryland*

Violations of any of these provisions may result in Termination for Cause.

I AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

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

By: \_\_\_\_\_ (printed name of Authorized Representative and affiant)

\_\_\_\_\_ (signature of Authorized Representative and affiant)

\_\_\_\_\_ (Company Name)

## Employment of Sex Offenders and Other Criminal Offenders Conditions and Requirements

### 1.0 EMPLOYMENT OF CHILD SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS

- 1.1 **If a child sex offender, as determined by the definitions contained in the Criminal Law Article of the Annotated Code of Maryland, is employed by the Awarded Bidder, the Awarded Bidder is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any HCPS property, including the project property. Violation of this provision may result in Termination for Cause.**
- 1.2 Contractor acknowledges and agrees that, pursuant to Section §6-113 of the Education Article of Maryland Code, Contractor is prohibited from knowingly assigning or permitting its Subcontractors from knowingly assigning any of the Contractor's or Subcontractor's employees to work in, on or about school premises if such employee may or would have direct, unsupervised and uncontrolled access to children if the employee has been convicted of, pled guilty or *nolo contendere*, to any of the following crimes.
  - 1.2.1 A sexual offense in the third or fourth degree under §3-307 or §3-308 of the Criminal Law Article of the Maryland Code or an offense under the laws of another state that would constitute an offense under §3-307 or §3-308 of the Criminal Law Article if committed in Maryland;
  - 1.2.2 Child sexual abuse under §3-602 of the Criminal Law Article, or an offense under the laws of another state that would constitute child sexual abuse under §3-602 of the Criminal Law Article if committed in Maryland; or
  - 1.2.3 A crime of violence as defined in §14-101 of the Criminal Law Article, or an offense under the laws of another state that would be violation of §14-101 of the Criminal Law Article if committed in Maryland, including: (1) abduction; (2) arson in the first degree; (3) kidnapping; (4) manslaughter, except involuntary manslaughter; (5) mayhem; (6) maiming; (7) murder; (8) rape; (9) robbery; (10) carjacking; (11) armed carjacking; (12) sexual offense in the first degree; (13) sexual offense in the second degree; (14) use of a handgun in the commission of a felony or other crime of violence; (15) child abuse in the first degree; (16) sexual abuse of a minor; (17) an attempt to commit any of the crimes described in items (1) through (16) of this list; (18) continuing course of conduct with a child under §3-315 of the Criminal Law Article; (19) assault in the first degree; (20) assault with intent to murder; (21) assault with intent to rape; (22) assault with intent to rob; (23) assault with intent to commit a sexual offense in the first degree; and (24) assault with intent to commit a sexual offense in the second degree.
- 1.3 Direct unsupervised and uncontrolled access with students is prohibited. If you, as the Contractor/Site Supervisor, witness or suspect your employee(s) entering into a student area, action must be taken immediately to rectify the situation.
- 1.4 The apparent low bidder shall complete and submit the Employment of Sex Offenders and Other Criminal Offenders Affidavit, which is specified in the bid documents within ten (10) working days of receiving notification of potential award.
- 1.5 Section §11-722 of the Criminal Procedure Article of the Maryland Code prohibits any person with a contract with a local Maryland school system from knowingly employing an individual to work at the school if the individual is registered as a sex offender pursuant to Section §11-704 of the Criminal Procedure Article. Violation of this paragraph may result in termination of the agreement at HCPS's discretion.

## **2.0 CRIMINAL BACKGROUND CHECKS FOR CONTRACTORS**

Amendments to Section §5-561 of the Family Law Article of the Maryland Code effective July 1, 2015, require each Contractor and Sub-Contractor with a local school system to ensure that any individuals in their work force undergo a criminal background check and fingerprinting if such individual will work in, on or about school premises and the individual will have direct, unsupervised and uncontrolled access to children.

The term “**work force**” means any of the Contractor’s employees or the Contractor’s Sub-Contractors and their employees.

Contractor shall cause any member of Contractor’s work force to undergo a criminal history background check, including fingerprinting, if such work force member may or will work in, on or about school premises and may, or will have direct, unsupervised and uncontrolled access to children. Such background check and fingerprinting shall meet the requirements of Section §5-560 to §5-569 of the Family Law Article of the Maryland Code.

The cost of such criminal background check and fingerprinting shall be paid by Contractor. HCPS shall have the right, in its sole discretion, to prohibit any individual from performing any work at, or in or about school premises based on such individual’s criminal background check.

2.1 IN ADDITION to the above requirements, Contractors shall comply with the requirements of House Bill 486 passed by the General Assembly in 2019, regarding screening of applicants for employment.

2.1.1 Effective July 1, 2019

2.1.2 MSDE Guidance for House Bill 486 – Child Sexual and Sexual Misconduct Prevention) can be found online at [www.marylandpublicschools.org](http://www.marylandpublicschools.org).

2.1.3 Submission of Section 000325 Contract Affidavit (HB 486/SB 541 Compliance) is required to be submitted prior to award of contract.

**HARFORD COUNTY PUBLIC SCHOOLS**

Sean W. Bulson, Ed.D., Superintendent

102 S. Hickory Ave, Bel Air, Maryland 21014

**STATE OF MARYLAND ANTI-BRIBERY AFFIDAVIT**

I HEREBY CERTIFY that:

1. I am the \_\_\_\_\_ and the duly authorized representative of the firm of \_\_\_\_\_ whose address is \_\_\_\_\_ and that I possess the legal authority to make this affidavit 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 directly involved in obtaining contracts with the State or any county, bi-county, or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions committed, which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Section 9-201 in the Criminal Law Article of the Annotated Code of Maryland or under the laws of any state or federal government.
3. (State "none" or, as appropriate, list any conviction, plea, or admission described in paragraph 2 above, with the date; court, official, or administrative body; and the sentence or disposition, if any.

\_\_\_\_\_

I acknowledge that this affidavit is to be furnished to the requesting agency, and where appropriate, to the Board of Public Works and the Attorney General under §16-202, S.F. of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this affidavit are not true and correct, Harford County Public Schools may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with §16-203, S.F. of the Annotated Code of Maryland, which provides that certain persons who have been convicted of or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

**HARFORD COUNTY PUBLIC SCHOOLS**

Sean W. Bulson, Ed.D., Superintendent

102 S. Hickory Ave, Bel Air, Maryland 21014

**CERTIFICATION REGARDING U.S. GOVERNMENT  
DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR, part 85, Section 85.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

- (1) The prospective participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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Name and Title of Authorized Agency/Organization Representative

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Signature

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Date

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Agency/Organization

\*Above certification instituted by the U. S. Department of Education for all grantees and subgrantees as of fiscal year 1990.

**Board of Education of Harford County, Maryland  
Purchasing Department  
102 South Hickory Avenue, Third Floor, Suite 310  
Bel Air, Maryland 21014**

**INSURANCE REQUIREMENTS  
Service/Consulting Contracts**

**1. General Insurance Requirements**

- 1.1 The Consultant shall not commence any operations or services on behalf of the Board of Education of Harford County (the Board) under this Contract until the Consultant has obtained at the Consultant's own expense all of the insurance as required hereunder and such insurance has been approved by the Board. Approval of insurance required of the Consultant will be granted only after submission to the Board of original certificates of insurance signed by authorized representatives of the insurers or, at the Board's request, certified copies of the required insurance policies.
- 1.2 Insurance as required hereunder shall be in force throughout the term of the Contract. Original certificates signed by authorized representatives of the insurers or, at the Board's request, certified copies of insurance policies, evidencing that the required insurance is in effect, shall be maintained with the Board throughout the term of the Contract.
- 1.3 The Consultant shall require all Subcontractors to maintain during the term of the Contract insurance to the same extent required of the Consultant herein unless any such requirement is expressly waived or amended by the Board in writing. The Consultant shall furnish Subcontractors' certificates of insurance to the Board immediately upon request.
- 1.4 All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal or material reduction in coverage until sixty (60) days prior written notice has been given to the Board.
- 1.5 No acceptance and/or approval of any insurance by the Board shall be construed as relieving or excusing the Consultant from any liability or obligation imposed upon the Consultant by the provisions of this Contract.
- 1.6 If the Consultant does not meet the insurance requirements of this Contract, the Consultant shall forward a written request to the Board for a waiver in writing of the insurance requirement(s) not met or approval in writing of alternate insurance coverage, self-insurance, or group self-insurance arrangements. If the Board denies the request, the Consultant must comply with the insurance requirements as specified in this Contract.
- 1.7 All required insurance coverages must be underwritten by insurers allowed to do business in the State of Maryland and acceptable to the Board. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest evaluation by A. M. Best Company, unless Board grants specific approval for an exception. The Board hereby grants specific approval for the acquisition of workers compensation and employers liability insurance from the Injured Workers Insurance Fund of Maryland.
- 1.8 Any deductibles or retentions in excess of \$10,000 shall be disclosed by the Consultant and are subject to Board's written approval. Any deductible or retention amounts elected by the Consultant or imposed by the Consultant's insurer(s) shall be the sole responsibility of the Consultant.
- 1.9 If the Board is damaged by the failure or neglect of the Consultant to purchase and maintain insurance as described and required herein, without so notifying the Board, then the Consultant shall bear all reasonable costs properly attributable thereto.

2. **Consultant's Insurance**

2.1 The Consultant shall purchase and maintain the following insurance coverages at not less than the limits specified below or required by law, whichever is greater:

2.1.1 Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of:

\$1,000,000	Each Occurrence;
\$1,000,000	Personal and Adv Injury;
\$2,000,000	General Aggregate; and
\$2,000,000	Products/Completed Operations Aggregate

This insurance shall include coverage for all of the following:

- i. Liability arising from premises and operations;
- ii. Liability arising from the actions of independent contractors;
- iii. Contractual liability protection for the Consultant from bodily injury and property damage claims arising out of liability assumed under this Contract.

2.1.2 Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:

- i. Liability arising out of the ownership, maintenance or use of any auto (if no owned autos, then hired and non-owned autos only); and
- ii. Automobile contractual liability.

2.1.3 If the Consultant has any employees, workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard "other states" coverage; employers liability insurance or its equivalent with minimum limits of:

\$100,000	Each accident for bodily injury by accident;
\$100,000	Each employee for bodily injury by disease; and
\$500,000	Policy limit for bodily injury by disease.

2.1.4 If the Consultant is an individual or sole proprietor operating without workers compensation coverage, personal health insurance or its equivalent is required

2.1.5 Professional liability (or errors or omissions liability) insurance or its equivalent with minimum limits of:

\$1,000,000	Each Claim or Wrongful Act; and
\$2,000,000	Annual Aggregate

2.1.6 The Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers shall be named as additional insureds on the Consultant's commercial general liability insurance with respect to liability arising out of the services provided under this Contract by Consultant.

**Special Notes:** ISO form CG 2026 12/19 or its Equivalent, entitled "Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization" (previously Forms A and B respectively) are **NOT ACCEPTABLE**. ISO form CG 2026 entitled "Additional Insured – Designated Person or Organization" or a manuscript endorsement with the below wording is required.

"The Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers are named as additional insureds on this commercial general liability insurance with respect

to liability arising out of the services provided by the Named Insured under Contract: \_\_\_\_\_  
\_\_\_\_\_ (Enter specific identifying information such as project name, Board's contract number and/or date of contract)."

- 2.2 Insurance or self-insurance provided to the Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers under any Consultant's liability insurance of self-insurance required herein, including, but not limited to, umbrella and excess liability or excess liability policies, shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurance or self-insurance. (Any cross suits or cross liability exclusion shall be deleted from Consultant's liability insurance policies required herein.)
- 2.3 Insurance or self-insurance provided to the Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers as specified herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the Board and its elected and appointed officials, officers, employees and authorized volunteers shall be excess of and non-contributory with insurance of self-insurance provided to the Board and its elected and appointed officials, officers, employees and authorized volunteers as specified herein.
- 2.4 If any liability insurance purchased by the Consultant has been issued on a "claims made" basis, the Consultant must comply with the following additional conditions:
  - 2.4.1 The Consultant shall agree to provide certificates of insurance evidencing the above coverages for a period of two years after final payment by the Board under this Contract. Such certificates shall evidence a retroactive date no later than the inception date of this Contract; or
  - 2.4.2 The Consultant shall purchase an extended (minimum two years) reporting period endorsement for each such "claims made" policy in force as of the expiration or termination date 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. Such certificate or copy of the endorsement shall evidence a retroactive date no later than the inception date of this Contract.

3. **Indemnification**

To the fullest extent permitted by law, Consultant agrees to defend, indemnify, pay on behalf of and save harmless the Board of Education of Harford County, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Consultant under this Contract.

4. **Waiver of Subrogation**

To the fullest extent permitted by law, the Consultant and its invitees, employees, officials, volunteers, agents and representatives waive any right of recovery against the Board of Education of Harford County for any and all claims, liability, loss, damage, costs or expense (including attorneys' fees) arising out of the services provided by Consultant under this Contract. Consultant specifically waives any right of recovery against the Board and its elected and appointed officials, officers, volunteers, agents and employees for personal injury (and any resulting loss of income) suffered while working on behalf of the Board as an independent contractor. Such waiver shall apply regardless of the cause of origin of the injury, loss or damage, including the negligence of the Board and its elected and appointed officials, officers, volunteers, agents and employees. The Consultant shall advise its insurers of the foregoing.



5. **Acknowledgment of Consultant's Independent Contractor Status and no Coverage For Consultant Under Board's Workers Compensation Coverage**

Consultant hereby acknowledges its status as an independent contractor while performing services on behalf of the Board and that the Board's workers compensation coverage or self-insurance is not intended to and will not respond to cover any medical or indemnity loss arising out of injury to the Consultant or its employees during the Consultant's performance of services for the Board. To the fullest extent permitted by law, the Consultant specifically waives any right of recovery against the Board and its elected and appointed officials, officers, volunteers, agents and employees for personal injury (and any resulting loss of income) suffered during the performance of services as an independent contractor for the Board. Such waiver shall apply regardless of the cause of original of the injury, loss or damage, including the negligence of the Board and its elected and appointed officials, officers, volunteers, agents and employees. The Consultant shall advise its insurers of the foregoing.

6. **Damage To Property of The Consultant And Its Invitees**

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