

HARFORD COUNTY PUBLIC SCHOOLS

102 South Hickory Avenue

Bel Air, Maryland 21014

RFP INFORMATION

RFP Title: Children's Day Care Center Operation within the Deerfield Elementary School, 2307 Willoughby Beach Road, Edgewood Maryland 21040-3498

RFP #: 10-JMC-018

RFP Proposals Due February 4, 2010

Time for RFP Opening: 2:30 P.M.

RFP Pre-Proposal: December 18, 2009
10:00 a.m.
Deerfield Elementary School
2307 Willoughby Beach Road
Edgewood, MD 21040

Place of RFP Opening: Purchasing Office, Harford County Public Schools
Administration Building, 3rd Floor (Hand Carry Here)
102 South Hickory Avenue
Bel Air, Maryland 21014

RFP Mailing Address: Purchasing Office, Harford County Public Schools
Administration Building, 3rd Floor (Mail RFPs Here)
102 South Hickory Avenue
Bel Air, Maryland 21014

Purchasing Agent Mr. John R. Miller, CPPO
Director of Purchasing
410.638.4082
410.638.4304 Fax

Purchasing Assistant: Janet C. Sites, CPPB
410.809.6043

Timely Delivery of RFP Documents: Timely Delivery of RFPs/Proposals: Offerors are reminded that not all special delivery carriers (UPS Fed Ex, US Mail, etc.) guarantee delivery to zip code 21014, prior to the date and time of the opening of RFPs or the receipt of proposals, on the date delivery is promised. It is suggested that Offerors verify the limits of guaranteed delivery with the selected special delivery carrier. RFP and proposal packages must be labeled **#10-JMC-018 - Children's Day Care Center Operation within the Deerfield Elementary School, 2307 Willoughby Beach Road, Edgewood Maryland**, and directed to the Purchasing Office – 3rd Floor. The 3rd Floor Purchasing Office is the official location for receipt of RFPs/proposals. RFPs/Proposals dropped off at the 1st Floor reception area may not reach the 3rd Floor at the appointed time of the RFP/proposal opening. It is the Offerors responsibility to see that the RFP/offer reaches the 3rd Floor Purchasing Office. Late RFP/offers will be rejected and returned unopened.

FEDERAL EXPRESS DOES NOT GUARANTEE DELIVERY PRIOR TO 4:00 P.M.
LATE RFPs WILL NOT BE ACCEPTED

Anti-discrimination Statement

The Harford County Public School System does not discriminate on the basis of race, color, sex, age, national origin, religion, sexual orientation, or disability in matters affecting employment or in providing access to programs. Inquiries related to the policies of the Board of Education of Harford County should be directed to the Director of Public Information, 410.588.5203.

HARFORD COUNTY PUBLIC SCHOOLS
GENERAL PROVISIONS FOR PROFESSIONAL AND CONSULTING SERVICES INSTRUCTIONS
TO BIDDERS AND OFFERORS

I. CONTRACT AWARD

Any award to furnish services to The Harford County Public Schools (referred to as "HCPS") shall include, in whole or in part, either attached or incorporated by reference, binding in all respects, these provisions. The words Bidder, Offeror, Consultant, Proposer and Contractor may be used interchangeably.

II. 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:

- Specifications
- Terms and Conditions
- General Provisions for Professional Services

III. WAIVER OF RIGHT TO BID ON OTHER CONTRACTS

The Consultant 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 services to be provided under this agreement.

IV. PUBLIC INFORMATION ACT NOTICE

Offerors should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification of why such materials, upon request, should not be disclosed by HCPS. Blanket requests for the entire proposal to be held confidential will not be accepted.

HCPS shall determine, in its sole discretion, which (if any) portions of the Offeror's proposals shall be confidential. It is the responsibility of the Proposer to clearly mark such information (pages) as "Confidential".

V. INITIATION OF WORK

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

VI. RESPONSIBILITY FOR CLAIMS AND LIABILITY

The consultant shall be responsible for any personnel injury, loss of life, and damage to or loss of property arising from or related to Consultant's activities or those of its subcontractors, agents, or employees in connection with the services required under this agreement. The Consultant shall indemnify and save harmless HCPS, its elected officials, officers, agents and employees from and against all claims, suits, demands, judgments, expenses, actions, damages and costs of every name and description, including but not limited to attorneys fees arising out of or resulting from its negligent or wrongful performance or failure of performance of the services of the Consultant under this agreement or the activities conducted or required to be conducted by the Consultant under this agreement, including its subcontractors, agents, or employees.

VII. PERFORMANCE: SAVE HARMLESS: INSURANCE

- A. The Consultant shall take proper safety and health 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.

- B. HCPS shall not be liable for any injuries to the employees, agents, or assignees of the Consultant arising out of or during the course of employment relating to this agreement.
- C. The Consultant has in force, or shall obtain, and will maintain insurance in not less than the amounts specified and accordance with the requirements contained in the attached insurance requirements.

VIII. SUBCONTRACTING OR ASSIGNMENT

The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and their respective successors and assigns, provided any such General Provisions for Professional Services successor to the consultant, whether such successor or assign be an individual, a partnership, or a corporation, is acceptable to HCPS, and neither this agreement or the services to be performed thereunder shall be subcontracted, or assigned, or otherwise disposed of, either in whole or in part, except with the prior written consent of HCPS.

IX. CHANGES, ALTERATIONS, OR MODIFICATIONS IN THE SERVICES

HCPS shall have the right, at its 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 Consultant or in the contract cost thereof.

If such changes cause an increase or decrease in the consultant's cost of, or time required for, performance of any service under this contract, whether or not changed by an order, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. Any claim of the Consultant for adjustment under this clause must be asserted in writing with 30 days from the date of receipt by the Consultant 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 Consultant shall be furnished without prior written authorization of HCPS.

X. DELAYS AND EXTENSIONS OF TIME

The Consultant shall pursue the work continuously and diligently and no charges or claims for damages shall be made by the Consultant for any delays, acceleration or hindrance, from any cause whatsoever, during the progress of any portion of the services specified in this agreement. Such delays, acceleration or hindrances, if any, may be compensated for by an extension of time for such reasonable period as HCPS may decide. Time extensions will be granted only for excusable delays such as delays beyond the control and without the fault or negligence of the Consultant.

XI. REMEDIES AND TERMINATION

- A. ***Correction of Errors, Defects, and Omissions*** - The Consultant agrees to perform work as may be necessary to correct errors, defects, and omissions in the services required under this agreement without undue delays and without cost to HCPS. The acceptance of the work set forth herein by HCPS shall not relieve the Consultant of the responsibility.
- B. ***Set-Off*** - HCPS may deduct from and set-off against any amounts due and payable to the Consultant any back-charges or damages sustained by HCPS by virtue of any breach of this agreement by the Consultant to perform the services or any part of the services in a satisfactory manner. Nothing herein shall limit the liability of the Consultant for damages and HCPS may affirmatively collect damages from the Consultant.
- C. ***Termination for Default*** - If the Consultant fails to fulfill its obligations under this contract properly and on time, otherwise violates any provision of the contract, HCPS may terminate the contract by written notice to the Consultant. The notice shall specify the acts of omissions relied on as cause for termination.

All finished or unfinished supplies and services provided by the Consultant, shall at HCPS option, become HCPS property. HCPS shall pay the Consultant fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Consultant's breach.

If the damages are more than the compensation payable to the Consultant, the Consultant will remain liable after termination and HCPS can affirmatively collect damages.

D. **Termination for Convenience of HCPS** - HCPS may terminate all or any part of the work required under this contract for the convenience of HCPS. In the event of such termination, the contract manager shall determine the costs the Consultant 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 manager to the Consultant together with reasonable profit reasonably earned by the Consultant to the time of termination but not to include any profit not earned as of the date of termination.

E. **Obligations of Consultant upon Termination** - Upon notice of termination as provided in Paragraphs C and D above, the Consultant shall:

1. Take immediate action to orderly discontinue its work and demobilize its work force to minimize the occurrence of costs.
2. Take such action as may be necessary to protect the property of HCPS, place no further orders or subcontract, assign to HCPS in the manner and to the extent directed by HCPS all of the right, title and if ordered by HCPS possession and interest of Consultant under the orders or subcontracts terminated.
3. Deliver to HCPS all materials, equipment, data, drawings, specifications, reports, estimates, and such other information accumulated by the Consultant which has been or will be reimbursed under this agreement after taking into account any damages that may be payable to HCPS. Title to such items shall be transferred to HCPS.

F. **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.

XII. RESPONSIBILITY OF CONSULTANT

- A. The Consultant shall perform the services with that standard of care, skill, and diligence normally provided by a consultant in the performance of services similar to the services hereunder.
- B. Notwithstanding any review, approval, acceptance, or payment for the services by HCPS, the Consultant shall be responsible for professional and technical accuracy of its work furnished by the Consultant under this agreement.
- C. HCPS review, approval, or acceptance of, nor payment for, any of the services required under this contract shall 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 Consultant shall be and remain liable to HCPS in accordance with applicable law for all damages to HCPS caused by the Consultant's negligent performance of any or the services furnished under this contract.
- D. The rights and remedies of HCPS provided for under this contract are in addition to any rights and remedies provided by law.

XIII. DISPUTES: GOVERNING LAW

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 HCPS contract manager. Any claim, dispute, or other matter in question concerning a question of fact referred to the contract manager that is not disposed of by agreement shall be referred to the purchasing officer, HCPS, who shall reduce his decision to writing and mail or otherwise furnish a copy to the Consultant. The decision of HCPS shall be final and conclusive.

The contract shall be governed by the law of the State of Maryland and nothing in this contract shall be interpreted to preclude the parties from seeking, after completion or termination of the agreement, any and all remedies provided by law. All protests must be in writing and submitted to the Harford County Public Schools Purchasing Supervisor.

XIV. EXAMINATION OF RECORDS

The Consultant agrees that the auditor of HCPS or any of its duly authorized representatives shall, until expiration of three years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Consultant involving transactions related to this contract.

XV. DISSEMINATION OF INFORMATION

During the term of this agreement, the Consultant 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 HCPS.

XVI. NON-HIRING OF EMPLOYEES

No employee of the Board of Education of Harford County, or any department, commission, or agency or branch thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contract, shall, while such employee, become or be an employee of the party or parties hereby contracting with said HCPS, or any department, commission, agency or branch thereof.

XVII. CONTINGENT FEE PROHIBITION

- A. The Consultant 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 consultant, to solicit or secure this agreement, and that they have not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this agreement.
- B. For breach or violation of this warranty, HCPS 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.

XVIII. COMPLIANCE WITH LAW

The Consultant hereby represents and warrants:

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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.

XIX. STAFF

The Consultant shall utilize the personnel named and/or otherwise identified in its proposal to perform services required. In the event that any of the personnel named are unable to perform because of death, illness, resignation from the Consultant's employ, or similar reasons, the Consultant shall promptly submit to the contract manager, in writing, the name and qualifications of the proposed replacement. No substitutions shall be made without the proper written approval of the contract manager and the Supervisor of Purchasing.

XX. RECEIPT AND OPENING OF BIDS/PROPOSALS

Sealed bids/proposals for the requirements identified in the attached statement of work and detailed specifications, as required by the Board of Education of Harford County will be opened at the time and date so specified. Unless otherwise indicated, bids and proposals will be opened in the Purchasing Department, 102 South Hickory Avenue, Third Floor, Room 310, Bel Air, MD 21014. Bidders/Offerors must submit their bids/offers in a sealed envelope to the attention of the Purchasing Department. The Board of Education reserves the right to reject any or all bids/proposals, and/or waive technical defects if, in its judgment the interests of the Board shall so require. Bids/Proposals may be withdrawn before the scheduled time of opening. Withdrawal is not permitted after the bids/proposals are opened.

XXI. AWARD OR REJECTION OF BIDS/PROPOSALS

The contract will be awarded to the lowest responsive and responsible bidder/offer. All bid and proposal documents will become the property of the Board of Education. Bids/Proposals must be submitted in duplicate.

The Board of Education also reserves the right to reject the bid/proposal of firms who have demonstrated performance deficiencies or who have previously failed to perform properly or complete on time other Board contracts.

The Board of Education also reserves the right to reject the bid/proposal of bidders/offerors pursuant to Section 5-112 of the Education Article of the Annotated Code of Maryland.

The Board reserves the right to award a contract within sixty (60) days from the date of opening and all pricing must remain firm during that period and until the time of award. Tabulations and bid abstracts will not be provided.

XXII. INTERPRETATION

Should any bidder/offeror be in doubt as to the meaning of the drawings, specifications, statement of work, or anything contained within the bidding documents, the bidder/offer will contact the Buyer or the Supervisor of Purchasing in writing and request a clarification or additional information. This clarification may result in the issuing of an addendum. The Purchasing and Facilities Department does not provide any oral or telephonic explanations or interpretations of the bidding documents.

XXIII. DEVIATIONS

Any deviations to the specifications or statement of work, must be clearly noted in detail by the bidder/offeror, in writing at the time of submittal of the formal bid/proposal. Any deviations from the specifications as written is ground for rejection of the material, equipment and or services when delivered and performed.

XXIV. WAIVER OF TECHNICALITIES

Minor differences in the specifications or other minor technicalities may be waived at the discretion of Supervisor of Purchasing or upon recommendation to the Board of Education.

XXV. PERMITS AND LICENSES

The contractor awarded this contract must, at its expense, obtain any and all permits required by local, state, federal authorities. The contractor at the time of bid opening must be fully licensed in all trades or special areas that require a license by local, state, federal authorities. It is the contractor's responsibility to notify the HCPS of lapses in, suspension of or termination of special permits and licenses required under the contract.

XXVI. MULTI-AGENCY PROCUREMENT

HCPS reserves the right to extend the terms and conditions of this contract to any and all other public agencies and school districts. This is conditioned upon the contractor's approval and all purchase and payment transactions will be made directly between the contractor and the requesting public agency. HCPS assumes no obligation on behalf of any other agency.

XXVII. POLITICAL CONTRIBUTION DISCLOSURE

Contractor shall comply with the provisions of Article 33, Section 30-1 through 30-4 of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including agencies or political subdivisions of the State, during the calendar year under which the person receives in the aggregate \$10,000 or more, shall, on or before February 1 of the following year, file with the Secretary of State of Maryland certain specified information to include disclosure of political contributions in excess of \$100 to a candidate of elective office in any primary or general election.

XXVIII. NONDISCRIMINATION

The Contractor shall not discriminate against any person on the basis of race, creed, color, national origin, religion, sex, age, marital status, or mental or physical handicap in connection with performance of this contract. The contractor shall comply fully with all provisions of Executive Order 11246, as amended; the Rehabilitation Act of 1973; and the Vietnam Veteran's Readjustment Act of 1974. For assistance or questions regarding compliance contact: U.S. department of Labor at 410.962.3572.

XXIX. GOVERNING LAW

Any contract resulting from this solicitation is subject to and will be construed and interpreted under the laws of the State of Maryland.

XXX. DRUG, TOBACCO, ALCOHOL

All HCPS properties are "drug, tobacco and alcohol free zones" as designated by local and state laws. Neither the Contractor or their employees or subcontractors are permitted to have any drugs, tobacco, or alcohol product on HCPS property. Use or possession of such items on HCPS property will result in immediate termination of the contract.

XXXI. CONTRACT

The bid with respect to all items accepted, addenda, agreements and all papers and documents accompanying the same, including these general and special conditions shall constitute the formal contract between the bidder/offer and the HCPS.

XXXII. INSURANCE

Please review in detail the insurance requirements contained in the attached document. These requirements are recommended by the Maryland Association of Boards of Education Group Insurance Pool. Please have your insurance agent/company review these insurance requirements prior to submitting a bid or offer. Failure to comply with these insurance requirements may render the bid/offer as non-responsive.

XXXIII. MINORITY BUSINESS ENTERPRISE PARTICIPATION

Minority participation is encouraged on all contracts and non-minority prime contractors are encouraged to use minority subcontractors. Specific requirements may apply to certain bids when State of Maryland School Construction Program funds are utilized. When applicable, a special section in the bid documents will be included as "Minority Business Enterprise Procedures-State Funded Public School Construction Projects". When this requirement is included in the bid documents the required certificates, waiver forms, schedule for participation forms must be submitted and failure to submit may result in a determination that this bid is non-responsive. If the contractor is deemed the apparent low bidder the Minority Business Enterprise documentation described in the bid documents must be submitted within 10 working days of receiving notification of potential award.

Harford County Public School System – Maryland

Insurance Requirements for 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.

Therefore, the phrases "endeavor to" and ". . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.
- 1.5 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 Advertising 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 forms CG 2009 and CG 2010 entitled "Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization" (previously Forms A and B respectively) are **NOT ACCEPTABLE**. ISO form CG 2026 entitle "Additional Insured – Designated Person or Organization" or a manuscript endorsement with the above 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:

information such as project name, Board's contract number and/or date of contract)." (Enter specific identifying

- 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 under any Consultant's liability insurance or 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.)
- 2.4 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 or self-insurance provided to the Board and its elected and appointed officials, officers, employees and authorized volunteers as specified herein.
- 2.5 If any liability insurance purchased by the Consultant has been issued on a "claims made" basis, the Consultant must comply with the following additional conditions:
- 2.5.1 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
- 2.5.2 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.

5. **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.



HARTFORD COUNTY PUBLIC SCHOOLS
102 South Hickory Avenue
Bel Air, Maryland 21014
Purchasing Department
410.638.4082

RFP #10-JMC-018

REQUEST FOR PROPOSALS

FOR

**Children's Day Care Center Operation within the Deerfield Elementary School, 2307
Willoughby Beach Road, Edgewood Maryland 21040-3498**

**Proposals are due in the Purchasing Department on Thursday, February 4, 2010
by 2:30 p.m. Proposals received after this time will be returned unopened.**

**A Pre-Proposal Conference will be held at the school on Friday, December 18,
2009 at 10:00 a.m. Please check in at the office for Visitor I.D.**

SECTION I: GENERAL INFORMATION

A. INTRODUCTION AND OVERVIEW

- a) Harford County Public Schools, Maryland (hereinafter referred to as HCPS) is seeking proposals for use and occupancy of a portion of the Board of Education (BOE) owned property located at Deerfield Elementary School for the sole purpose of operating a children's day care center for employees of Harford County Public Schools. The children enrolled in the facility will be limited to children of HCPS employed faculty and staff. This will be a ten month operation. The targeted age population is new born to age five (5) years. The proposed hours of operation will be from 6:00 AM to 6:00 PM.
- b) The designated facility is a one-story structure with the available day care space located at 2307 Willoughby Beach Road, Edgewood MD. 21040. There is direct access to the rear of the building which is accessible for disabled children, parents, staff. The space totals approximately 2300 square feet (see attached floor plans) and consists of a main area with storage and office space. There is also a fenced outdoor play area. Playground equipment must be provided by operator with specifications and configuration coordinated and approved by HCPS. The BOE will deliver the site virtually empty and in an "as is" condition. Improvements to the site must be performed in accordance with specifications, plans and drawings approved by the various regulatory State, County, Board of Education and any other required approving authorities.
- c) The Operator shall provide all required services, at its sole expense and enter into a triple-net lease agreement. Utility expenses (gas, electric, water) will be charged back to the Operator based on a pro-rata calculation which equals approximately \$380.00 per month. This amount must be paid monthly for the first year and will be re-determined annually. Services shall include but not be limited to the following:
- Gas, electric, water
 - Lighting, outlets, etc.
 - Heating and air conditioning
 - Trash removal

Modification of exterior and interior as required including alterations provided:

The Operator must furnish plans and specifications for all proposed modifications for approval prior to performing work.

Operator shall not make any alterations, additions or improvements to the premises without written consent of HCPS, and such alterations, additions or improvements shall be made at the sole expense of the operator.

At the conclusion of the rental agreement, all improvements shall become the property of the HCPS except those trade fixtures which are removable without damage whatsoever to the building, which shall remain the property of the Operator. The successful proposer shall not be paid any future compensation for said improvements.

Operator must furnish store fixtures, painting and decorating, and equipment as may be required to properly furnish and operate the proposed use/business.

Dedicated telephone lines and cable TV must be coordinated through HCPS. Internet will be at Operator expense and must be coordinated/approved by HCPS.

B. BACKGROUND

HCPS has 54 schools and a total enrollment of approximately 40,000 students. Please visit our Web-site at www.hcps.org for more information.

It is the HCPS's intent to accept proposals only from not for profit tax exempt organizations whose intent is to utilize the space for the operation of a children's day care center. Tax Exempt Status must be in place at the time of proposal submission. Not-for-profit tax exempt status means that the proposer/operator has received designation from the IRS that it qualifies as a tax exempt entity under Section 501 C3 of the Internal Revenue Code. Such day care center must be operated in accordance all building codes governing the operation of day care services, as well as all State and Local licensing requirements. In general, the license agreement for the Use & Occupancy of this space will be awarded to the successful proposer who presents a proposal that exhibits the best overall benefit to the HCPS with emphasis on the suitability of the proposed use, references, financial capability, and experience.

All proposals must conform to the specifications and guidelines contained herein. There is no expressed or implied obligation for the HCPS to reimburse responding proposers for any expenses incurred in preparing proposals. Late proposals will not be accepted. During the evaluation process, HCPS reserves the right to request additional information or clarification from proposers, or to allow correction of errors or omissions. **HCPS also reserves the right to negotiate best and final offers both in terms of technical and financial proposals.**

C. PROCUREMENT ADMINISTRATOR

John R. Miller, CPPO, Director of Purchasing, will administer the solicitation process. The Procurement Administrator will be the sole point of contact for purposes of this RFP. Questions and inquiries should be directed to the Procurement Administrator: Mr. John R. Miller, CPPO, Harford County Public Schools, Office of Purchasing, 102 South Hickory Avenue, Bel Air, Maryland 21014. Telephone, 410.638.4082: Fax, 410.638.4304: E-Mail to John.Miller@hcps.org. All questions must be e-mailed, and received no later than 4:00 pm EST, on December 17, 2009.

D. SELECTION COMMITTEE

The evaluation of proposals will be completed by a selection committee and chaired by Mr. Cornell Brown, Assistant Superintendent of Operations.

E. SUBMISSION REQUIREMENTS

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the technical proposal be organized in the following manner:

1. Title Page: Please indicate the RFP subject, the name of your organization, address, telephone number, name of contact person and date.
2. Table of Contents: Clearly identify the material by section and page number.
3. Letter of Transmittal: Limit to one or two pages.
4. Response to the Request for Proposal: Technical and Financial Proposals are to be submitted separately.

F. ABOUT THIS DOCUMENT

This document is a Request for Proposal (RFP). It differs from a Request for Bid/Quotation in that Harford County Public Schools is seeking a service provider, as described in the cover page and in the following sections, not a bid/quotation meeting firm specifications for the lowest price. As defined in the American Bar Association Model Procurement Code, Competitive Sealed Proposals will be evaluated based upon criteria formulated around the most important features of a product or service, of which quality, testing, references, and availability or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards that measure how well a contractor(s) approach meets the desired requirements and needs of Harford County Public Schools. Those criteria that will be used and considered in evaluation for award are set forth in this document.

No negotiations, discussions, or actions shall be initiated by any proposers as a result of any verbal discussion with any Harford County Public Schools member prior to the opening of proposals in responses to this document. RFP offerors shall make no contacts – either written or verbal – with any

individual other than the individual identified herein during the period beginning with the issuance of this RFP through approval of award. Any attempt by a provider/proposer to influence a member or members of the aforementioned may be grounds to disqualify the proposal from the proposer from further consideration.

As applicable to the service identified in this solicitation, trade secrets or proprietary information submitted by a supplier/proposer in connection with this solicitation may not be subject to disclosure. Proposers must clearly identify the materials to be protected and state the reasons why protection is necessary.

If awarded, the RFP will become part of the contract. Harford County Public Schools reserves the right to reject any or all proposals at any time and make necessary arrangements to contract for the services or work described and proposed in the manner most feasible and applicable when in its best interest to do so. A complete copy of this RFP along with any addenda must be submitted within your technical proposal.

H. SELECTION AND CONTRACT EXECUTION

1. Upon approval by Harford County Public Schools and if required, the Board of Education, award shall be made and the successful respondent firm will be required to enter into a Contract Agreement with Harford County Public Schools. The contract shall incorporate this RFP including all of its provisions, conditions, attachments and any addenda that are issued.
2. All unsuccessful respondents will be afforded an opportunity to be debriefed upon their request.

I. AWARD OR REJECTION OF PROPOSAL

The contract will be awarded to the firm complying with all the provisions of this RFP and the stated criteria and provided it is in the best interest of Harford County Public Schools to award the contract.

Harford County Public Schools reserves the right to reject any and all proposals, at any time, whenever it is in its best interest.

Harford County Public Schools reserves the right to reject any proposals if the evidence submitted by, or investigation of, such firm fails to satisfy Harford County Public Schools that such firm is qualified to carry out the obligations of the contract herein.

J. CONTRACT ADMINISTRATOR

Mr. Cornell Brown, Assistant Superintendent of Operations, is hereby designated as Contract Administrator following award of the contract. The Contract Administrator will be the primary point of contact between the Contractor and HCPS. This individual is authorized to resolve minor contract performance issues that may arise as well providing direction to the Contractor. All payments, related invoices, etc. must be sent to Mr. Brown.

K. TERM OF THE AGREEMENT

The initial term of the agreement shall be for a period of three years commencing from the date of notice of contract execution from HCPS. HCPS reserves the option to renew the agreement on a year to year basis upon mutual consent following the initial three year period. Proposers may propose alternate terms for consideration.

L. TRIPLE NET LEASE AGREEMENT

All proposers must submit with their technical proposal a draft triple net lease agreement as a proposed template for execution if they are selected as the successful offeror. At a minimum the draft lease should reflect common triple net lease terms as governed in the State of Maryland and Harford County. Those terms would include:

- Lease Term
- Stipulation of Annual Rent Payment

- Insurance Requirements and naming Harford County Public Schools as additionally insured.
- Repairs, Maintenance responsibilities of Landlord and Tenant
- Alterations
- Monthly operating expense including custodial, trash removal, electric, etc.

Other required provisions reflecting best industry practice.

SECTION II Specific Information – Technical and Financial Proposals

A. TECHNICAL AND FINANCIAL PROPOSAL SUBMISSION

Technical and Financial Proposals must be submitted separately and labeled accordingly. Technical Proposals will be evaluated first. Each proposal will be assigned an adjectival/numerical rating as described below. Offerors achieving the highest ranking may be called in for oral interviews. Following the interviews, the Technical Proposals will be re-scored. The top two highest ranking offerors will be given the opportunity to enter into a negotiation of best and final offers, both in terms of technical and financial proposals. Based on a final evaluation of both technical and financial proposals from the finalist firms, a selection will be made.

Technical Proposal Criteria:

The Technical Proposal will include Qualifications, Technical Ability and Management Approach—as well as:

- a. Provide a brief history of your organization.
- b. Respond in narrative form to the scope of services and how your firm would respond to the requirements and outcomes.
- c. The responsiveness of the proposal to the requirements set forth in the RFP
- d. Professional Qualifications:
 - i. Name of firm, address, telephone number, fax number, e-mail address and primary contact for this Request for Proposal.
 - ii. Is your organization a subsidiary, parent or affiliate of any other firm?
 - iii. A narrative statement detailing why your firm is uniquely qualified to service Harford County Public Schools.
 - iv. Website address for firm.
 - v. Please provide a minimum of two and a maximum of five references for clients to which you are providing similar services. Please list the names and telephone numbers in order to contact the references provided.
 - vi. Describe the firm's relevant experience and background in meeting the overall requirements stated herein and your proposed management approach to meeting the deliverables stated.
- e. In addition to the above, please provide the following:
 - Type and size of operation proposed.
 - Ratio of staff to children.
 - Days of the week and hours of operation.
 - Number of full and part-time jobs to be created.
 - Include a comprehensive Business Plan which should include a diversity statement outlining how it will include small, minority and women owned business as sub contractors. A green sustainability plan should also be included which details sustainable business practices in its operations.
- f. Proposed modifications or renovations must be presented including, but not limited to, the following:
 - Plans describing interior or exterior modifications proposed prepared and stamped by a licensed architect.
 - Timetable of work to be performed.

- List of equipment and materials to be used.
 - Estimated renovation costs.
- g. Description of your experience with childcare centers or enterprises of a similar nature.
- h. A description of financial responsibility including, but not limited to, the following:
- Statement of net worth of proposer.
 - Source of financing.
 - Financial references.
 - Projected budget for this operation.
- i. Submission of a completed Exhibit A with your Technical Proposal.
- j. Provide copies of licensing and other documents that demonstrate your firm's ability to operate a Childcare Center.
- k. Proposer should include the proposed hours of operation.
- l. A narrative describing how the operators would respond to health emergencies and how the staff is trained to respond to these types of situations.

B. Financial Proposal Criteria:

- a. Proposers must submit a separate and clearly labeled Financial Proposal. The Financial Proposal should clearly identify the monthly rental payment stream to HCPS. Payment is due no later than the first Friday of the month and shall be equal to 1/12th of the Annual Payment Amount delineated. Checks shall be mailed to: Mr. Cornell Brown, Assistant Superintendent of Operations.
- b. The successful offeror/Operator shall deposit as a Security Deposit with HCPS, the sum of 2/12ths of the annual rental as security for the full and faithful performance of the license agreement, due and payable upon contract execution. The Security Deposit will be returned at the conclusion of the contract in the original amount with no interest.
- c. The offeror/Operator shall execute a written agreement with the HCPS which shall include all provisions as set forth herein and include all terms and conditions of the proposal and any negotiated terms and conditions. The lease agreement will be incorporated into this agreement.
- d. On or before the annual renewal of the agreement, the Operator will submit to Mr. Cornell Brown, Contract Administrator an audited financial statement in a form satisfactory to HCPS.
- e. Operator shall not assign, transfer or sub-lease this contractual agreement, nor any of its rights and duties under the agreement executed with HCPS.

Following oral presentations, the offeror will be allowed to adjust the financial proposal based on the oral interview discussions. Financial proposals will be opened of the two highest scoring proposals.

- f. The Proposer/Operator shall clearly state the fee structure that will be charged for each child enrolled based on industry practice, i.e. hourly, daily, weekly, monthly, etc. Proposer will also state it's position concerning a guaranteed enrollment or guaranteed revenue stream.

C. EVALUATION CRITERIA

The evaluation criteria are set forth below and are intended to be the basis by which each proposal shall be evaluated. This is a two-step evaluation process. Technical proposals and Financial Proposals must be submitted separately and labeled accordingly. Technical proposals will be evaluated first. Each proposal will be assigned an adjectival rating as described below. The highest scoring proposals may be required to provide an on-site presentation to the Selection Committee. As a result of the presentation, scoring may be adjusted. Following completion of the technical proposal evaluation and scoring, the financial proposals will be opened and evaluated. The financial proposal that is in the best interest of HCPS that is totally responsive to all aspects of the performance requirements will be given a score of 100%. Finalists will be requested to submit a best and final offer as part of the final negotiation.

Adjectival Ratings:

- A. Outstanding (90-100): Contains strengths and no weaknesses or deficiencies. The proposal is innovative, comprehensive and complete.
- B. Excellent (80-89): May be lacking some of the strengths but generally meets requirements. Contains no significant weaknesses and is generally comprehensive and complete.
- C. Acceptable (70-79): Meets requirements and may contain insignificant weaknesses which may be correctable.
- D. Marginal (60-69): Fails to meet requirements and contains significant weaknesses. Lacks essential information.
- E. Unacceptable: Fails to meet minimum requirements and demonstrates a lack of understanding of the requirements or omissions of major areas.

D. PROPOSAL ACCEPTANCE

The proposal must remain valid for a period of not less than ninety (90) days following due date to allow for evaluation and award. The Harford County Public Schools reserves the right to accept or reject any or all proposals, waive informalities and select the proposal that will serve in its best interest.

E. SELECTION PROCESS SCHEDULE

The time line for submission and analysis of the RFP and subsequent award of contract is as follows:

	Dates
Issue RFP	Week of November 30, 2009
Pre-Proposal Conference	December 18, 2009 @ 10:00 a.m.
Addendum issued, if necessary	No later than December 23, 2009
Proposals due at 2:30 p.m.	February 4, 2010
Committee Evaluation and short list	Week of March 1, 2010
Finalist firms notified	Week of March 8, 2010
Finalist firms interviewed (optional)	Week of March 15, 2010
Negotiation of Best & Final Offers (optional)	Week of March 22, 2010
Notification of Intent to Award	No later than April 2, 2010
Board of Education Approval	April 26, 2010
Contract Execution	April 28, 2010
Kick Off Meeting	May 3, 2010
Construction	May 15, 2010
Day Care Services Begin	Approximately August 15, 2010

Section III Additional Requirements

A. MAINTENANCE

The successful proposer shall keep the property in good order and condition at its sole cost and expense. All ongoing maintenance and repairs of the properties shall be done by HCPS or its approved contractors at the Operators expense. No alterations, additions or improvements to the property shall be made without the prior written consent of the HCPS. The successful proposer shall keep the properties clean and free of debris and shall provide adequate security to reasonably prevent vandalism, unauthorized entry and damage to the property. The Operator is responsible for all trash disposal in the proper HCPS dumpsters and related pro-rata expense. The Operator shall coordinate with HCPS the requirements for all required utilities at its own expense and pay for consumption and/or ongoing charges throughout the term of the agreement.

B. INCURRING COSTS

HCPS accepts no responsibility for any expense incurred in the proposal preparation and presentation, such expense is to be borne exclusively by the respondent firms.

C. RIGHT OF ENTRY OF THE BOE

Authorized representatives of the HCPS shall have the right to enter the premises at any reasonable hour for the purpose of examining the premises or for making any other repairs deemed necessary for the safety and preservation of the premises.

D. ADVERTISEMENT AND SOLICITATION

No signs shall be placed on the property without specific prior written authorization from HCPS, including all applicable permits, and compliance with applicable codes. Failure to comply will result in the removal of the signs at the expense of the licensee.

E. PARKING

Parking is available. When construction is completed in 2011, the Operator shall have access to the public parking facility located directly in front of the building.

F. PERMIT RULES AND REGULATIONS

- a. Licensee shall not place or contain anything in the building or on the premises that might be deemed disreputable or hazardous to life, limb or cause a fire hazard.
- b. Licensee must meet all requirements to operate as a day care center.
- c. Business shall be conducted in compliance with all federal, Maryland State, Harford County, and HCPS statutes and/or regulations.
- d. Business shall be conducted in compliance with all zoning ordinances and all state or local licensing requirements.

G. Employment Requirements

All employees of the Operator who work at the site must submit to a criminal background investigation by the Maryland State Police at the expense of the Licensee.

The use of illegal immigrant labor to fulfill contracts solicited by HCPS is in violation of the law and is strictly prohibited. The Operator must verify employment eligibility of workers in order to assure that they are not violating Federal/State/Local laws regarding illegal immigration. Compliance audits will be conducted.

Maryland law requires certain child sex offenders to register with State and local law enforcement agencies in the county in which they reside, work or attend school. The Operator may not hire child sex offenders in the fulfillment of this service .

An active list of employees working in the facility must be on file with HCPS along with other required licenses, background check, and other required employment information.

Section IV – Information to Respondent Firms

A. COMMUNICATIONS

All communication specific to this RFP is to be directed to the Procurement Administrator. Persons employed by, or otherwise associated with Respondent firms are NOT to contact any member of the Selection Committee, any member of the Harford County Public Schools administration or staff. Contacts outside of these procedures may result in rejection of a Respondent Firm's proposal.

The Harford County Public School's official response to any request for information, or for any interpretation or clarification of the information contained in this RFP, will be made by addendum. Respondent firms will acknowledge in their proposal on the Signature Sheet (Attachment A), the receipt of each addendum.

It is each Respondent Firm's responsibility to advise the Harford County Public Schools of apparently conflicting requirements, omissions of information, or the need for modifications or clarifications to the RFP and supporting documents before the proposal deadline.

B. BILLINGS

Invoices, based on agreed deliverables, must be submitted to Mr. Cornell Brown, Assistant Superintendent of Operations, 102 South Hickory Avenue, Bel Air, Maryland 21014.

C. INSURANCE REQUIREMENTS

Insurance requirements are contained in the General Terms and Conditions contained herein. Any exceptions to the insurance requirements must be noted.

The successful proposer shall obtain and keep in full force and effect at its own cost and expense during the term of the license agreement general liability insurance and property insurance naming the BOE as an additional insured party and state that all coverage shall be primary to any coverage held by the BOE. These policies shall have minimum limits of liability per occurrence of \$5,000,000 for bodily injury and \$5,000,000 for property damage. This coverage shall not contain any exclusions or limitations of coverage for allegations of sexual misconduct. The successful proposer shall be required to sign an indemnification agreement in favor of the BOE. Additionally, the successful proposer shall maintain workers' compensation coverage in accordance with the laws of the State of Maryland.

C. BEST AND FINAL OFFERS

Harford County Public Schools reserves the right to negotiate best and final offers with the finalists based on the scoring of the evaluation committee.

E. ADDITIONAL INFORMATION REQUIRED

1. Signature Sheet

Respondent firms must complete the Signature Sheet (Attachment A) in order to validate their bid.

The following forms are hereby attached:

- A. SIGNATURE SHEET**
- B. Exhibit A**

ATTACHMENT**A. SIGNATURE SHEET**

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

_____ Company	_____ Authorized Representative (please print)
_____ Address	_____ Signature
_____ Address, continued	_____ Title
_____ Payment Terms	_____ Telephone Number
_____ Federal I.D. Number	_____ Fax Number
_____ Name of Firm's Contract Administrator	_____ Telephone Number of Firm's Contract Administrator
	_____ E-Mail Address of Firm's Contract Administrator

Acknowledgement of Addenda

I/We acknowledge receipt of the following Addenda:

No. _____, Dated _____

No. _____, Dated _____

No. _____, Dated _____

PLEASE CHECK APPROPRIATE BOXES:

☐ Small Business	☐ Partnership
☐ Individual Proprietorship	☐ Not for Profit-Tax Exempt
☐ Corporation	☐ Woman Owned Business
☐ Minority Business, Approved Minority DOT # _____	

B. Exhibit A

EXHIBIT A

Request for Proposal for Day Care Services at Deerfield Elementary School

Please provide your proposed **annual rental amount** for each year of the license agreement for the building and non exclusive use of the parking area as provided for herein. (Proposals must be provided for both items; a blank space will denote a "zero" bid.)

	TOTAL
YEAR 1 _____	
YEAR 2 _____	
YEAR 3 _____	
GRAND TOTAL: _____	

Respondents are responsible for submission of accurate, adequate and clear descriptions of the information requested. Omissions, vagueness or inaccurate descriptions or responses shall not be interpreted in favor of the proposer and shall be grounds for proposal rejection.

All terms, conditions and requirements as set forth in Request for Proposal Solicitation are acceptable as specified therein. Yes_____ No_____ (Please check which answer applies)

If "**NO**", please provide a detailed description and/or explanation of any deviation in your proposal from the specification detailed in **Request for Proposal Solicitation** on your letterhead and attach hereto.

By submission of this proposal, each proposer, and each person signing on behalf of any proposer, and in the case of a joint proposal, each party thereto as to its own organization, under penalty of perjury, certifies that to the best of its knowledge and belief:

- a) The financial presentations in this proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or any competitor; and
- b) unless otherwise required by law, the financial presentations which have been quoted in this proposal have not been knowingly disclosed by the proposer prior to the opening, directly or indirectly, to any other bidder or to any competitor; and
- c) no attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

Exhibit A

The Proposer certifies that this proposal is made without any connection with any other person making a proposal for the same purpose, and is in all respects fair and without collusion or fraud, and that no elected official or other officer or employee or person whose salary is payable in whole or in part from the HCPS/BOE treasury is directly or indirectly interested therein, or in any portion of the profits thereof. This provision shall not apply in instances of direct or indirect holding of less than 1% of the stock of the corporation.

As an authorized representative of the identified company, I accept all the terms and conditions identified in Request for Proposal except as identified herein Exhibit A.

Company Name and Address

Signature

Date

Title

: AS WITNESSED

FIRST FLOOR PLAN - AREA B

[illegible][illegible]

SYMBOL KEY


 NAILS IN SHIP JOINTS AS SHOWN
 NAIL SPACING: UNLESS OTHERWISE NOTED


 MAGNETIC PARTITION - SEE A-3.6
 FOR SPECIFIC NAIL TYPES


 FINISH OF DR PARTITION
 FOR SPECIFIC NAIL TYPES


 ONE BOARD NATED PARTITION


 TWO BOARD NATED PARTITION


 THREE BOARD NATED PARTITION


 0' 4" 8" 16"

SCALE: 1/8" = 1'-0"

