

<p>PROFESSIONAL SERVICES AGREEMENT          BETWEEN          THE BOARD OF TRUSTEES OF HARFORD COMMUNITY COLLEGE          AND SECURITAS SECURITY SERVICES USA, INC.</p>
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**Professional Services Agreement No: 24P-002**

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This Professional Services Agreement (hereafter "Agreement") is made this 1<sup>st</sup> day of May, 2024, (the "Effective Date") by and between **The Board of Trustees of Harford Community College** ("College"), whose principal offices are located at 401 Thomas Run Road, Bel Air, MD 21015; and **Securitas Security Services USA, Inc.**, ("Vendor"), a company authorized to do business in the State of Maryland, with its principal offices located at: 9 Campus Drive, Parsippany, NJ 07054, Phone: 410-963-9479, for **RFP 24P-002, Security Services**, hereinafter referred to as the "Services".

In consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

## ARTICLE I: CONTRACT DOCUMENTS

### 1.1 The Contract Documents

1.1.1 The Contract Documents consist of the following documents incorporated herein by reference, in order of precedence:

- a) Professional Services Agreement No. 24P-002
- b) Request for Proposal, No. 24P-002 and Addendum #1, attached as Exhibit I
- c) Vendor's RFP Technical Submittal, attached as Exhibit II
- d) Vendor's Best and Final Submittal attached as Exhibit III
- e) Certificate of Insurance furnished by Vendor meeting the requirements of RFP 24P-002 & Addendum #1
- f) Performance Bond in an amount no less than \$100,000
- g) Task Orders, Change Orders and Amendments to this Agreement signed by the College, as available

1.1.2 Documents not enumerated above are not Contract Documents and do not form part of this Agreement. In interpreting the Agreement and resolving any inconsistencies or ambiguities, the main body of this Agreement takes precedence over any of the Exhibits provided above unless expressly stated to the contrary.

## ARTICLE II: AGREEMENT TERM

### 2.1 Term

2.1.1 This Agreement shall become effective upon final contract execution by all parties and shall be in effect for an initial period of performance (contract term) beginning July 1, 2024 through June 30, 2025. The College reserves right to renew the contract for up to four (4) additional one-year periods based on satisfactory performance and exercisable at the sole discretion of the College. Vendor shall perform the Services within the time periods specified and shall commence upon receipt of a written notice from the College. The College and the Vendor may only renew this Agreement in whole or in part upon written Amendment.

## ARTICLE III: DEFINITIONS

### 3.1 Definitions

When the following terms appear in the Contract Documents, they shall have the following meaning:

3.1.1 Addendum (Addenda): A document issued by the College during the bidding period which modifies, supersedes or supplements the Contract Documents.

3.1.2 Applicable Laws: All local, state, and federal laws, statutes, codes, ordinances, rules and regulations in effect at the time Services are performed under this Agreement.

3.1.3 Amendment: A written addition or modification of, or a waiver of a right or obligation under the terms of the Agreement executed by the College and issued after execution of the Agreement.

3.1.4 Claim: Any claim, liability, loss, demand, demand for arbitration, damage, lien, cause of action of any kind, obligation, responsibility, cost, expense, royalty, fee, assessment, penalty, fine, judgment, interest or award, pending or threatened, whether arising by law, contract, tort, voluntary settlement or otherwise.

3.1.5 Change Order: A written order to Vendor executed by the College, issued after execution of this Agreement, authorizing and directing a change in the scope of Services or an adjustment to the time or compensation for the Services.

3.1.6 College Representative: The College employee assigned to the Project, or any part thereof, to observe the Services and perform certain other obligations of the College.

3.1.7 Services: The work described in the Contract Documents or a subsequently issued Change Order including professional services as applicable and procured under this Agreement.

## ARTICLE IV: SERVICES

### 4.1 Scope of Services

4.1.1 Vendor shall provide all Services as set forth in the Contract Documents, including all necessary, incidental, and related activities required for full and complete performance of this Agreement (the "Services").

4.1.2 Services provided by the Vendor shall be under the general direction of the Harford Community College Campus Public Safety Administration requesting Services who shall act as the College's representative during the performance of Services under this Agreement.

4.1.3 The Vendor shall provide and perform all Services pursuant to this Agreement in accordance with generally accepted standards of professional practice and in accordance with all Applicable Laws and the requirements of any applicable grant agreements.

4.1.4 The Vendor shall be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, reports, memoranda, other documents and other services, and materials performed, provided, or furnished by the Vendor. The Vendor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in such data, studies, and other services, and materials resulting from the negligent acts, negligent errors, negligent omissions, or intentional misconduct of the Vendor.

4.1.5 Review, approval, or acceptance by the College of data, studies, reports, memoranda, and incidental professional services, and materials furnished by the Vendor under this Agreement shall not relieve the Vendor of responsibility for the adequacy, completeness, and accuracy of its Services and materials. Neither the College's review, approval, or acceptance of, nor payment for, any part of the Vendor's Services, and materials shall be construed to operate as a waiver of any of the College's rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

## ARTICLE V: SCHEDULE

### 5.1 Schedule

5.1.1 Vendor shall perform the Services within the time periods specified in this document

5.1.2 If Services are scheduled to end due to the expiration of this Agreement, at the request of the College, Vendor agrees to continue to provide Services for an extension period defined by the College, upon the same terms and conditions as contained in this Agreement. The College will issue an Amendment or Change Order prior to the expiration of this Agreement authorizing any such extension period. Vendor shall be compensated for such Services at the amount mutually agreed upon in writing by amendment to this Contract.

## ARTICLE VI: COMPENSATION

### 6.1 General

6.1.1 Contract Price: Hourly Rate. Total Compensation is determined as a Not-To-Exceed (NTE) amount based on the estimated hours to be worked in a contract year. It is mutually understood and agreed that such compensation for Services satisfactorily performed will be made on the hourly rate per EXHIBIT III, attached.

6.1.2 Actual Hours: Actual hours necessary, required, and expended by the Vendor's personnel, shall be multiplied by the applicable hourly rates for each classification or position as set forth in above. The hourly billing rates shall constitute full payment for satisfactory performance of the Services including but not limited to all payroll costs and taxes, insurances, fees, overhead and profit, and any and all other costs or expenses of whatever nature incurred by Vendor.

6.1.3 Incumbent guards and supervisors hired by the vendor shall have their initial pay rates determined by the College, and their current leave accrual rate and leave balances shall be carried forward.

6.1.4 The College agrees to pay and Vendor agrees to accept for Services rendered pursuant to this Agreement, amounts determined by a Compensation Method defined in Section 6.1 above. Payments made to Vendor pursuant to this Agreement shall be the sole and complete compensation to which Vendor is entitled. It is mutually understood and agreed that such compensation for Services satisfactorily performed will be made according to the College accepted invoice.

6.1.5 Method of payment: Compensation shall be based on the method of compensation as stated in this document or as otherwise set forth in a mutually agreed Change Order or Amendment.

6.1.6 It is expressly understood that Vendor is not entitled to the amount of compensation set forth in this document. Rather, Vendor's compensation is based upon Vendor's satisfactory completion of all Services and delivery of all work product and deliverables identified in the Contract Documents. No payment by the College shall be interpreted to constitute approval or acceptance of any Services, nor shall it be considered a waiver by Vendor of any of the terms of this Agreement.

6.1.7 Vendor shall submit monthly invoices to the College for Services satisfactorily performed in the preceding month, along with such supporting documentation as the College may reasonably require. The College may prescribe the format of such invoice. In the event Vendor's supporting documentation is not adequate for the College to verify Vendor's invoice, the College will request additional documentation or information and the timeframe for payment will be extended accordingly. Payment by the College shall be made in compliance with the provisions of the College Terms and Conditions.

## **6.2 Escalation**

6.2.1 Vendor may raise its rates on sixty (60) calendar days' written notice to account for any increases in (a) costs arising from changes to wage laws or regulations, (b) State Unemployment Insurance (SUI) or similar taxes, or (c) any other taxes, related to Vendor's services. Should the State of Maryland increase its minimum wage rate, base wage rates may be increased accordingly, at the time the increase takes effect.

6.2.2 Escalation requests of the total billing rate may be submitted in writing by the vendor no fewer than sixty (60) calendar days prior to the date of the increase. Approved escalation requests shall be applied to the Hourly Pay Rates. Escalation requests shall be based on the then current CPI-U (all urban consumers). No request will be accepted above 5% annually.

## **6.3 Withheld Payment**

6.3.1 The College may decline to make payment, may withhold funds otherwise payable and, if necessary, may demand the return of some or all of the amounts previously paid to Vendor for any costs or expenses that the College incurs or reasonably expects to incur as a result of Vendor's failure to comply with the Contract Documents, this Agreement or as a result of Vendor's failure to pay Sub-contractors.

## **6.4 Availability of Funds**

6.4.1 The College's obligations under this Agreement are subject to the availability of lawfully appropriated College funds. While the College will make all reasonable efforts, in order to provide funds needed to perform under this Agreement, the College makes no express commitment to provide such funds in any given College Fiscal Year. Moreover, it is expressly noted that the Vendor cannot demand that the College provide any such funds in any given College Fiscal Year.

# **ARTICLE VII: OWNERSHIP OF WORK PRODUCT AND CONFIDENTIALITY**

## **7.1 Ownership of Work Product**

7.1.1 All data produced by Vendor shall be and remains the College's property upon creation.

7.1.2 The Vendor may not reuse data obtained by Vendor for the College without the express written permission of the College.

## **7.2 Ownership of Equipment**

7.2.1 Any equipment/software provided by Vendor, in connection with Vendor's services is for Vendor's use and will always be Vendor property. Vendor is not selling or leasing any of the equipment/software to College, and Vendor will remove its equipment/software upon termination of the Agreement.

## **7.3 Equipment and Property Damage**

7.3.1 Contractor shall pay the repair or replacement value of any College property, to the extent College suffers damage or a loss caused by the faulty acts of an employee of the Contractor.

7.3.2 The repair or replacement value will be based on the average of three (3) estimates for repair or replacement. The estimates will be obtained by the Contractor from three (3) vendors chosen by the College. Any amount billed in good faith over the amount estimated will be paid by the Contractor.

7.3.3 In addition to 7.3.1 and 7.3.2 above, in the event that a College motorized unit is damaged by the Contractor's employees, the following shall apply:

a). If the unit is not repaired or replaced and delivered to the college within thirty (30) calendar days, the Contractor, at their expense, shall provide the College with a rental unit of the same make/model or of a similar type that is no more than one (1) model year old. The Contractor shall continue to pay for the rental unit from day 31 until the repaired or replacement vehicle is delivered to the College.

b) The Contractor shall be responsible for all ancillary costs related to their employee damaging a College motorized unit which shall include, but is not limited, to the tow bills, striping of repaired/replaced vehicle, emergency equipment and radio removal and installation, etc.

## **7.4 Confidentiality**

7.4.1 Vendor shall keep all information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the College, or at its expense, confidential. Such information shall not be disclosed to any other party, directly or indirectly, without the College's prior written consent, unless required by a lawful order.

## **ARTICLE VIII: AUTHORIZED REPRESENTATIVE AND PERSONNEL**

### **8.1 Authorized Representative**

8.1.1 Prior to commencing Services, Vendor shall designate in writing a competent, authorized representative(s) acceptable to the College to represent and act for Vendor ("Authorized Representative"). Such Authorized Representative shall be authorized to receive and accept any and all communications from the College. All communications given to the Authorized Representative shall be binding upon Vendor. An Authorized Representative may be added, removed or changed upon prior written notice given in the manner provided in this Agreement.

### **8.2 Personnel**

8.2.1 The Vendor represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Services as described in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with, the College. All of the Services required hereunder shall be performed by the Vendor, or under its supervision.

8.2.2 In the event Vendor wishes to substitute personnel for the key personnel identified in Vendor's proposal, the Vendor shall notify the College in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

## **ARTICLE IX: CHANGES IN THE SERVICES**

### **9.1 Changes in the Services**

9.1.1 The College reserves the right to make changes to the Services, including alterations, reductions therein or additions thereto. Upon receipt by the Vendor of the College's notification of a contemplated change, the Vendor shall: (1) if requested by the College, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) advise the College in writing if the contemplated change shall affect the Vendor's ability to meet the specifications of this Agreement. If the College elects to make the change, the College shall issue a Change Order. The Vendor shall not commence work on any such change until such Change Order has been issued and signed by each of the parties.

9.1.2 Vendor's written acceptance of a Change Order shall constitute a final and binding contract to the provisions thereof and a waiver of all claims in connection therewith, whether direct, indirect, or consequential in nature.

## **ARTICLE X: TERMINATION**

### **10.1 TERMINATION**

10.1.1 The College may terminate this Agreement, in whole or in part, for its convenience upon thirty (30) calendar days written notice to the Vendor. In such event, Vendor will be entitled to compensation for Services previously authorized and satisfactorily performed up through the date of termination identified in the College's notice. Vendor shall not be entitled to compensation or profit for Services not performed.

10.1.2 Vendor may terminate the Agreement or any purchase order, in whole or in part, without cause or penalty upon one hundred eighty (180) calendar days' written notice.

10.1.3 The College may terminate this Agreement, in whole or in part, for cause. In the event of a termination by the College for cause, Vendor shall have fourteen (14) calendar days from receipt of notice to remedy deficiencies identified in said notice. If Vendor fails to remedy such deficiencies to the satisfaction of the College within the stated time period, the College may take over and prosecute the Services to completion. In such case, Vendor shall be liable to the College for reasonable additional costs incurred by the College in completing the Services.

10.1.4 Upon receipt of a notice of termination, except as otherwise directed by the College in writing, the Vendor shall:

- (1) Stop Services work on the date and to the extent specified in the notice of termination;
- (2) Terminate and settle all orders and subcontracts relating to the performance of the terminated Services;
- (3) Transfer all Work Product, including work in process, and any other materials related to the terminated Services to the College; and
- (4) Continue and complete all parts of the Services that have not been terminated.

10.1.5 In the event Vendor changes names, merges with another company, becomes a subsidiary, or makes any other substantial change in structure or in principals, the College reserves the right to terminate this Agreement subject to the terms described above.

10.1.6 The rights and remedies of the College provided in this Section 11.1 are in addition to any other rights and remedies provided by law or under this Agreement.

## **ARTICLE XI: WARRANTY, INDEMNITY, AND INFRINGEMENT**

### **11.1 Warranty of Performance**

11.1.1 The Vendor hereby represents and warrants that it is fully experienced and properly qualified, licensed, and financed to perform the Services under this Agreement and that it shall continue to maintain all licenses and approvals required to conduct its business and that it shall conduct its business activities in a reputable manner at all times.

11.1.2 Vendor represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all required and optional Services under this Agreement, and that each person and entity that will provide Services is duly qualified to perform such Services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render such Services. Vendor represents and warrants that the Services shall be performed in a skillful and respectful manner, and that the quality of all such Services shall equal or exceed prevailing industry standards for the provision of such Services.

11.1.3 The Vendor represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Services as noted in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with, the College. All of the Services required hereunder shall be performed by the Vendor, or under its supervision. All personnel engaged in performing the Services shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such Services.

## **11.2 Indemnity**

11.2.1 The Contractor hereby agrees to indemnify and hold harmless Harford County, Maryland, Harford Community College, the Harford Community College Foundation and their respective trustees, Harford Community College officials, officers, directors, employees, agents, contractors, volunteers, successors and assigns from all claims, demands, causes of action, suits, liabilities, judgments, damages, losses, fines, penalties, costs, and expenses, including reasonable courts costs and attorneys' fees (collectively, "Losses") to the extent such Losses are caused the faulty acts or faulty omissions of (including the negligence, gross negligence, willful misconduct of, or breach of contract by) the indemnifying party, its agents, contractors, or employees. The College is subject to the protections of Maryland law, including without limitation, the State Government Tort Claims Act and/or the Local Government Tort Claims Act, and nothing herein shall interfere with the tort immunities or other protections available under Maryland law; and further, the College is free to assert all defenses that are or may become available to them as a governmental or State agency or otherwise by operation of law. This section shall survive the termination of any Agreement.

11.2.2 Vendor's liability will in no event exceed Eight Million Dollars (\$8,000,000.00). Further, Vendor will not be liable for any (a) punitive or consequential damages, (b) damages arising from events beyond Vendor's reasonable control, or (c) injuries or deaths arising from any hazardous or dangerous conditions of College's premises.

11.2.3 Notwithstanding anything to the contrary, in connection with the US Safety Act, each party waives all claims against the other for damages arising from or related to an act of terrorism, and the parties intend for this waiver to flow down to their respective contractors and subcontractors.

## **11.3 Infringement**

11.3.1 Vendor shall not infringe upon any patents, trademarks or copyrights ("Intellectual Property") in performance of the Services. In the event that Vendor is alleged to have infringed upon such Intellectual Property, in addition to Vendor's obligations under the Indemnity provisions in Section 12.2 above, Vendor shall, at the sole discretion of College and at Vendor's sole expense: (a) procure for College the right to continue using the infringing subject matter; (b) replace or modify the infringing subject matter so that it becomes non-infringing but still complies with the requirements of the Contract; or (c) reimburse College for all payments made to Vendor relating to or impacted by the infringing material and all costs incurred by College resulting from such infringement.

## **ARTICLE XII: INSURANCE**

### **12.1 Vendor's Insurance Requirements**

12.1.1 Vendor shall, at its sole expense, obtain and maintain the minimum insurance coverages stated in RFP 24P-002. All insurance policies shall be satisfactory to the College and be issued by companies authorized and duly licensed to transact business in the State of Maryland. Vendor shall furnish proof of insurance to the College prior to performance of Services. No Services shall commence until Vendor has obtained all insurance coverages required under this section. The College will not make any payment to Vendor until Vendor has complied with the requirements of this Article XIII. Certificates of insurance shall clearly indicate Vendor has obtained insurance of the type, amount, and classification as required by this Agreement. Required insurance coverage shall be maintained in force, including coverage for naming Harford Community College as Additional Insureds, for the duration of the Agreement and until all performance required by Vendor has been completed, as determined by the College. Additional insureds will only be covered by Vendor's insurance, subject to the terms of Vendor's insurance. Vendor shall maintain insurance coverage against Claims relating to any act or omission by Vendor, its agents, representatives, employees, or Sub-contractors in connection with this Agreement.

12.1.2 No less than ten (10) days written notice shall be provided to the College prior to cancellation, non-renewal or any material change of required insurance policies. Yearly renewal certificates shall be provided to the College within thirty (30) days of expiration of the current policy.

12.1.3 The types and amounts of insurance required under this Agreement do not in any way limit the liability of Vendor including under any warranty or indemnity provision of this Agreement or any other obligation whatsoever Vendor may have to the College or others. Nothing in this Agreement limits Vendor to the minimum required insurance coverages found in this document(s).

12.1.4 Providing and maintaining adequate insurance coverage is a material obligation of Vendor. College has no obligation or duty to advise Vendor of any non-compliance with the insurance requirements contained in this Section.



12.1.5 If Vendor fails to obtain and maintain all of the insurance coverages required herein, Vendor shall indemnify and hold harmless the Additional Insureds from and against any and all Claims that would have been covered by such insurance had Vendor complied with its obligations herein.

12.1.6 College reserves the right to adjust the above minimum insurance requirements or require additional insurance coverages to address other insurable hazards.

12.1.7 Notwithstanding anything to the contrary, in connection with the US Safety Act, each party waives all claims against the other for damages arising from or related to an act of terrorism, and the parties intend for this waiver to flow down to their respective contractors and subcontractors.

## **ARTICLE XIII: GENERAL CONSIDERATIONS**

### **13.1 Independent Contractor**

13.1.1 Vendor shall act as an independent vendor and not as an employee, agent or servant of the College in performing all Services and activities under this Agreement. Vendor shall at all times and in all places maintain complete control over its employees and all of its Sub-contractors. Nothing contained in this Agreement shall create any contractual relationship between any such Sub-contractor and the College. Vendor shall perform all Services in accordance with the requirements of this Agreement and in accordance with its own means and methods subject to compliance with this Agreement. The Vendor does not have the power or authority to bind the College in any promise, agreement or representation other than specifically provided for in this Agreement.

### **13.2 Taxes**

13.2.1 Vendor shall pay and be solely responsible for any and all taxes, levies, duties and assessments of every nature which may be applicable to any Services performed under this Agreement, including, without limitation, any tax that Vendor is required to deduct or withhold from any amount payable under this Agreement and shall make all payroll deductions and withholdings required by law. Vendor herein indemnifies and holds the College harmless from any liability on account of any and all such taxes, levies, duties and assessments. The indemnity provision of this Paragraph 13.2.1 shall survive the expiration or earlier termination of this Agreement. Vendor may not use College's tax-exempt status unless specifically authorized in writing in advance.

13.2.2 Foreign Entity Tax Withholding. Amounts due to certain foreign persons or entities may be subject to backup withholding taxes under federal law. If Vendor is a foreign person or entity that is required to complete Internal Revenue Service ("IRS") Form W-8ECI, Vendor shall provide College a copy of Vendor's current Form W-8ECI prior to issuance of any invoice or payment under this Agreement. If Vendor fails to timely provide a completed, current Form W-8ECI, College will withhold all backup withholding taxes from the amounts due Vendor, remit such sums to the IRS, and pay Vendor only the remainder. College makes no representation regarding the tax treatment of amounts due to Vendor, and Vendor releases and holds College harmless from any claims or damages in any way relating to or arising from any tax withholding by College pursuant to this section.

### **13.3 Publicity and Advertising**

13.3.1 Vendor shall not make any announcement or release any information or publish any photographs concerning this Agreement, or the Services or any part thereof, to any member of the public, press or any official body, unless prior written consent is obtained from the College.

13.3.2 Use of the College Seal or College Logo is strictly prohibited. Vendor may not manufacture, use, display, or otherwise use any facsimile or reproduction of the College Seal or Logo without express written approval of the Board of Trustees of Harford Community College.

### **13.4 Examination of Vendor's Records**

13.4.1 The College or its authorized representative shall, for a minimum of Three (3) years after expiration or termination of this Agreement (or until resolution of any audit findings, whichever is longer), have access to, and the right to examine any directly pertinent books, documents, papers and records of Vendor involving transactions relating to this Agreement, and to make copies, excerpts and transcriptions thereof. If any such examination reveals that Vendor has overstated any component price, Task Order, Change Order, Claim, or any other College payment obligation arising out of this Agreement, then Vendor shall, at the election of the College, either immediately reimburse to the College or offset against payments otherwise due Vendor, the overstated amount plus interest. The foregoing remedy shall be in

addition to any other rights or remedies the College may have.

### **13.5 Governing Law & Venue**

13.5.1 This Agreement shall be governed and enforced by the laws of the State of Maryland.

### **13.6 Arbitration**

13.6.1 The College shall not be obligated to arbitrate or permit any arbitration binding on the College under any of the Contract Documents or in connection with this Agreement in any manner whatsoever.

### **13.7 Disputes**

13.7.1 If any dispute between the College and Vendor under this Agreement arises over whether any work requested by the College is within the scope of the contracted Services and such dispute cannot be resolved by good faith negotiation between the Authorized Representatives of each party, such dispute shall be promptly referred to College's Director of Procurement for resolution. The College's Director of Procurement shall render a written decision on any such referred claim or dispute, whose decision shall be final and binding on the Parties. During the pendency of any dispute, Vendor shall promptly perform the disputed Services.

### **13.8 Assignment and Arrears**

13.8.1 Neither the College nor the Vendor shall assign, transfer, or encumber its interest in this Agreement without the written consent of the other Party. Any assignment, transfer, encumbrance or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit the non-assigning Party to immediately terminate this Agreement, in addition to any other remedies available to the non-assigning Party at law or in equity. College reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to the College to reasonably compensate it for the performance of any such due diligence.

13.8.2 The Vendor shall not pledge the College's credit, or make it a guarantor of payment, or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Vendor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

### **13.9 Severability**

13.9.1 If a court deems any provision of the Agreement void, invalid or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

### **13.10 Section Headings**

13.10.1 The heading preceding the articles and sections herein are solely for convenience of reference and shall not constitute a part of this Agreement, or affect its meaning, construction or effect.

### **13.11 Disclaimer of Third-Party Beneficiaries**

13.11.1 Both the College and the Vendor explicitly agree, and this Agreement explicitly states that no third-party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

### **13.12 No Waiver; Course of Dealing**

13.12.1 The delay or failure by the College to exercise or enforce any of its rights or remedies under this Agreement shall not constitute or be deemed a waiver of the College's right thereafter to enforce those rights or remedies, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The conduct of the parties to this Agreement after the Effective Date shall not be deemed a waiver or modification of this Agreement. In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

### **13.13 Conflict of Interest**

13.13.1 The Vendor represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of Services required hereunder. The Vendor further represents that no person having any interest shall be employed for said performance.

13.13.2 The Vendor shall promptly notify the College in writing by certified mail of all potential conflicts of interest

for any prospective business association, interest or other circumstance, which may influence or appear to influence the Vendor's judgment or quality of Services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Vendor may undertake and request an opinion of the College, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the Vendor.

13.13.3 The College agrees to notify the Vendor of its opinion by certified mail within 30 days of receipt of notification by the Vendor. If, in the opinion of the College, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Vendor, the College shall so state in the notification and the Vendor shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to Services provided to the College by the Vendor under the terms of this Agreement.

### **13.14 Execution in Counterparts**

13.14.1 This Agreement may be executed in counterparts, each of which shall be an original document, and all of which together shall constitute a single instrument. The parties may deliver executed counterparts by e-mail transmission, which shall be binding. In the event this Agreement is executed through a College-approved electronic signature or online digital signature service (such as DocuSign), such execution shall be valid, effective and binding upon the party so executing. Execution and delivery of an executed counterpart of this Agreement and/or a signature page of this Agreement by electronic image scan transmission (such as a "pdf" file) or through a College approved electronic signature service will be valid and effective as delivery of a manually executed counterpart of this Agreement.

### **13.15 Entire Agreement**

13.15.1 This Agreement, together with the Contract Documents for the Services, constitutes the entire Agreement between College and Vendor relating to the subject matter hereof and supersedes all prior or contemporaneous Contracts, negotiations, discussions and understandings, oral or written.

### **13.16 Modifications, Amendments, Waivers and Extensions**

13.16.1 This Agreement may not be modified, amended, changed or supplemented, nor may any obligations hereunder be waived or extensions of time for performance granted, except by written instrument signed by Authorized Representatives of both parties. No waiver of any default or breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding default or breach thereof or of any other agreement or provision herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

### **13.17 Survival**

13.17.1 The provisions of the Contract Documents which by their nature survive termination of the Contract, including without limitation all warranties, indemnities, insurance, taxes, enforcement costs, payment obligations, and the College's right to audit Vendor's books and records, shall in all cases survive the expiration or earlier termination of this Agreement.

### **13.18 Nondiscrimination**

13.18.1 The Vendor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, political affiliation, disability, age, or sex (including sexual orientation and gender identity/expression) pregnancy, marital status or national origin (including limited English proficiency). Vendor shall include the foregoing or similar language in its contracts with any Sub-contractors.

### **13.19 Drug Free Workplace**

13.19.1 To the extent required under the Drug-Free Workplace, Vendor certifies that it has and will maintain a drug-free workplace program for the duration of this Agreement.

### **13.20 Public Records**

13.20.1 To the extent Vendor is acting on behalf of the College, Vendor shall comply and shall require all of its sub-contractors to comply with the State of Maryland, specifically to:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the College in order to perform the Services;

(2) Upon request from the College's custodian of public records, provide the College with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided by Applicable Law;

(3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and following expiration of this Agreement, or earlier termination thereof, if Vendor does not transfer the records to the College; and

(4) Upon completion of this Agreement, or earlier termination thereof, transfer, at no cost, to the College all public records in possession of Vendor or keep and maintain for inspection and copying all public records required by the College to perform the Services.

13.20.2 If Vendor, upon expiration of this Agreement or earlier termination thereof:

i) transfers all public records to the College, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements; and

ii) keeps and maintains public records, Vendor shall meet all Applicable Law and requirements for retaining public records. All records stored electronically must be provided to the College, upon request from the College's custodian of public records, in a format that is compatible with the College's information technology systems.

13.20.3 Failure by Vendor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the College.

### **13.21 Enforcement Costs**

13.21.1 If any legal proceeding, lawsuit, or action is instituted in connection with any dispute, breach, default, misrepresentation or controversy arising out of this Agreement or the enforcement of any right hereunder, the prevailing party will be entitled to recover, in addition to actual costs, such sums as the court may adjudge reasonable as attorney fees, including fees on any appeal.

### **13.22 Contingency Fee**

13.22.1 The Vendor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Vendor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. Failure by Vendor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the College.

### **13.23 Written Notice**

13.23.1 Any and all notices, requests, consents, approvals, demands, determinations, instructions, and other forms of written communication ("Notices") under this Agreement shall be validly given when delivered as follows:

- a) Hand delivered to Vendor's Authorized Representative or hand delivered during normal business hours and addressed as shown below, or
- b) Delivered by U.S. Mail or commercial express carrier, (postage prepaid, delivery receipt requested), to the following addresses:

Harford Community College  
401 Thomas Run Road  
Bel Air, MD 21015  
Attn: Ms. Christine Carpenter, NIGP-CPP, CPPB  
Email Address: ccarpenter@harford.edu

Securitas Security Services USA, Inc.  
9 Campus Drive  
Parsippany, NJ 07054  
Attn: Dean Blankenship  
Email Address:  
dean.blankenship@securitasinc.com

Notices shall be deemed to have been given on the date of delivery to the location listed above without regard to actual receipt by the named addressee. The College may also send copies of Notices by email transmission. Any such email transmission from the College is for informational purposes only. College and Vendor may each change the above

addresses at any time upon prior written notice to the other party.

**13.24 Non-Exclusive Right**

13.24.1 Vendor has no exclusive right to provide the Services required within this Agreement. The College may at its sole discretion contract with others to perform the same duties or any part of the Services.

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The authorized representatives hereto have executed this Agreement effective as of the Effective Date. Vendor's authorized representative executing this Agreement represents that he or she is duly authorized to execute this Agreement on behalf of Vendor.

**College**

Harford Community College  
(Typed Name)

By:   
(Signature of Authorized Representative)

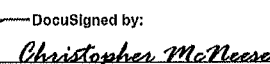
Theresa Felder  
(Printed Name)

President  
(Title)

May 1, 2024  
(Date)

**Vendor**

Securitas Security Services USA, Inc.  
(Typed Name)

By:   
(Signature of Authorized Representative)

christopher McNeese  
(Printed Name)

Area Vice President  
(Title)

4/30/2024  
(Date)