



Office of Purchasing  
10910 Clarksville Pike, Ellicott City, Maryland 21042-6198  
(410) 313-4584, fax (410) 313-6789

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# **Request for Proposal No. 01718.B5**

## **For**

# **Integrated Online Keyboarding Solution**

Issue Date	November 1, 2017
Last Day for Questions	November 10, 2017
Proposal Due Date	November 17, 2017 at 2:00PM
Contractor Selection Anticipated to be Finalized	December 22, 2017
Recommended Award submitted to Board for Approval	January 9, 2017
Contract Signed and Executed	July 1, 2018

## **Introduction and Background**

Howard County, Maryland is a suburban community of over 304,580 situated midway along the Baltimore-Washington corridor. It is a county of contrasts - a blend of old and new, urban and rural, historical and progressive. The county's borders encompass Ellicott City, one of the country's oldest towns, and Columbia, a planned community conceived and designed 40 years ago by The Rouse Company. A great community deserves great schools, and the Howard County Public School System (HCPSS) is a recognized source of local pride. The school system consistently ranks among Maryland's top school districts based on student performance on the Maryland School Assessments. Howard County students score above the national averages on standardized tests and over 85% of graduates continue their education beyond high school.

### **The Howard County Public School System Tax Identification.**

Federal Tax Id:	52-6000968
Maryland Sales Tax:	30001219
Federal Excise Tax:	52-73-0257k

**Human Resources** - HCPSS Employs Approximately 8,000 full and part-time regular employees in addition to a large number of temporary and seasonal employees. Approximately 400-500 employees (full-time and regular part-time) are hired each year with an average of 3,000 applications received. The Office of Human Resources is responsible for the recruitment and hiring of all staff in collaboration with other HCPSS offices.

Respondents to this solicitation are encouraged to review the data contained in HCPSS' website for a better understanding of HCPSS, its organization and management, and the services it provides. The website is <http://www.hcpss.org>.

## SECTION I. SOLICITATION INSTRUCTIONS

1. Issuing Office. The Issuing Office shall be the sole point of contact within HCPSS for purposes of the preparation and submittal of proposals in response to this solicitation.

Ted Ludicke  
Purchasing Office  
Howard County Public School System  
10910 Clarksville Pike  
Ellicott City, MD 21042  
Phone: (410) 313-5644  
Fax: (410) 313-6789  
Email: [Ted\\_Ludicke@hcpss.org](mailto:Ted_Ludicke@hcpss.org)  
<http://www.hcpss.org/about-us/purchasing/>

2. Questions and Inquiries. All questions and inquiries regarding this procurement shall be directed to the individual(s) referenced within the Issuing Office above. Questions shall be submitted in writing via email to [tludicke@hcpss.org](mailto:tludicke@hcpss.org). Inquiries will receive a written reply. Copies of replies will be sent to all other Offerors, but without identification of the inquirer. All such questions and inquiries shall be received by the date and time as listed on the Cover and the Solicitation Schedule of this RFP.
3. Pre-Proposal Conference. A Pre-Proposal Conference will not be held in conjunction with this RFP.
4. Proposal Closing Date/Due Date and Time
  - 4.1. Proposals are to be provided to the Issuing Office in accordance with the Solicitation Schedule. **Proposals are to be submitted in PDF format (or as otherwise indicated) on a USB flash drive sealed in a mail packet. If Proposals contain more than one file all files are to be bundled and compressed in a .zip file.** Hyperlinks to software products that indicate that the Proposal is posted by the Proposer on an electronic site may be rejected or considered non-responsive, i.e. a "Click-Through Agreement" required to be accepted by HCPSS in order to download the Technical Proposal. By providing the Technical Proposal electronically to HCPSS, the Proposer grants HCPSS an unlimited right to generate additional electronic and/or paper copies for distribution solely for the purpose of evaluation and review.
  - 4.2. **LATE PROPOSALS CANNOT BE ACCEPTED.**
  - 4.3. Proposals will not be opened publicly. The identity of Offerors will not be disclosed prior to the Contract Award.
5. Acceptance of Terms and Conditions. By submitting a Proposal, an Offeror shall be deemed to have accepted the terms, conditions, and requirements set forth in this RFP. The RFP, including all addenda, shall be incorporated into the Contract by reference.
6. Contractual Agreement and Term. Any Contract arising from this RFP action shall commence on the date the Contract is executed on behalf of HCPSS, or such other date as HCPSS and the Contractor shall agree. The contract will terminate when HCPSS determines that the project is complete.
7. Withdrawal of Bids. Offers may be withdrawn by written, facsimile, or electronic notice if given prior to the RFP opening time and date. Verbal requests via phone are not acceptable. No offer shall be

withdrawn after the scheduled closing time for opening bids.

8. Rejection or Acceptance of Proposals. HCPSS reserves the right to: (i) accept or reject any and all proposals, in whole or in part; (ii) to waive minor irregularities; and (iii) to negotiate in any manner necessary to best serve the interests of HCPSS. Further, HCPSS reserves the right to make a whole award, multiple awards, a partial award, or no award at all. Offerors judged by the Purchasing Office not to be responsible or Offerors whose Proposals are classified as not reasonably susceptible to being selected for award shall be so notified. HCPSS reserves the right to increase or decrease the quantities of any materials, equipment, supplies or services.
9. Right to Amend, Modify or Withdraw. HCPSS reserves the right, in their sole discretion, to amend, or modify any provisions of this solicitation, or to withdraw this solicitation at any time prior to the award of a Contract. The decision of HCPSS shall be administratively final in this regard. Modifications of Technical Proposal.

Offerors may not modify, supplement, cure, or change proposals in any way after the due date and time unless specifically requested by HCPSS.

10. RFP Response Materials. All written materials submitted in response to this RFP become the property of HCPSS and may be appended to any formal documentation that would further define or expand the contractual relationship between HCPSS and the Contractor(s).
11. Duration of Offers. Proposals shall remain irrevocable for 120 days following the closing date of the Proposal due date. This period may be extended by mutual agreement between the Offeror and HCPSS.
12. Incurred Expenses. HCPSS is not responsible for any expenses that Offerors may incur in preparing and submitting Proposals or in making oral presentations of their Proposals, if required.
13. Confidentiality. Offerors should give specific attention to the identification of those portions of the Proposal that the Offeror deems to be confidential, proprietary information, or trade secrets and provide any justification why such materials, upon request, should not be disclosed by HCPSS under the Freedom of Information Act (FOIA). Offerors are advised that, upon request for this information from a third party, the Purchasing Office is required to make an independent determination as to whether the information may or may not be disclosed to the requesting party. That decision will take into consideration the Offeror's position regarding its Proposal. A blanket statement by an Offeror that its entire Proposal is confidential or proprietary will not be considered.
14. Multiple Proposals. Contractors may not submit more than one Proposal.
15. Alternate Solution Proposals. Contractors may submit an alternate to the Solution in this RFP.
16. Forms. This solicitation is designed for the Offeror to fill in responses where indicated. This entire solicitation document, along with any attachments indicated with the responses filled in, is to be submitted as the main part of the Offeror's proposal. The Offeror may adjust forms and insert space as needed for responses; however, the Offeror shall not alter any language provided by HCPSS in this solicitation; any such alterations will not be honored, and the Offeror will be bound by the language in the solicitation as published. Any changes to the solicitation language shall be explicitly requested.
17. Addenda Acknowledgment. Offerors shall acknowledge in writing the receipt of any and all addenda, amendments, and/or changes issued. Such acknowledgement shall be included in the Technical Proposal. It is the Offeror's sole responsibility to monitor the Purchasing web site prior to submitting

their RFP for any addenda, amendments, and/or changes issued.

18. Signature. The enclosed form titled "SIGNATURE SHEET" shall be completed and submitted with Offeror's proposal. The Signature Sheet shall be signed by the person or persons legally authorized to sign contracts on behalf of the offering company.
19. Resolution of Disputes. Bid rejection for non-responsiveness and/or non-responsibility shall be made based on criteria established in the solicitation documents.
  - 19.1. Protests shall be filed in writing to the Purchasing Office prior to contract award by the Board of Education. Protests shall include the basis for the protest or appeal, complete in all respects, with relief sought, and whether the protester wishes to have a hearing with respect to the protest or appeal.
  - 19.2. Protests shall be addressed to Howard County Department of Education, 10910 Route 108, Ellicott City, MD 21042, Attn: Doug Pindell, Purchasing Officer, labeled "Protest". The written protest shall include as a minimum the following:
    - 19.2.1. Name and address of the protester
    - 19.2.2. Appropriate identification of the bid
    - 19.2.3. Supporting exhibits, evidence, and/or documents to substantiate any claims.
    - 19.2.4. Suggested remedy(ies)

## SECTION 2. TERMS AND CONDITIONS

1. Contractor's/Offendor's Responsibility. Offerors are advised to read the requirements very carefully to ensure that each requirement is understood. If in doubt, develop and submit applicable questions in writing to the contact at the Issuing Office. An Offeror's misinterpretation of requirements shall not relieve the Offeror of the responsibility to address accurately the requirements of the RFP or to perform the Contract, if awarded. HCPSS will enter into a contractual agreement with the selected Contractor(s) only. The selected Contractor(s) shall be solely responsible for all services as required by this RFP. Subcontractors, if any, will be the responsibility of the Contractor(s) and the role of subcontractors shall be clearly identified in the proposal. The use of a subcontractor(s) does not relieve the Contractor(s) of liability under a Contract.
2. Contractor Responsibilities and Use of Subcontractors. HCPSS shall enter into contractual agreement with the selected Contractor(s) only. The Contractor(s) shall be responsible for all products and/or services required by this RFP. HCPSS will consider Proposals that reflect primary and secondary service providers or a prime/subcontractor relationship. There should be proof of ability of the primary to manage a subcontractor and successfully coordinate the delivery of quality service and support in a timely manner. Subcontractors, if any, shall be identified and a complete description of their role relative to the proposal shall be included. HCPSS's intent is not to direct the use of any particular subcontractor, however, the Contractor may not contract with any such proposed person or entity to whom HCPSS has a reasonable objection. Notification of such objection will be made by HCPSS within fifteen (15) days of Contract. The Contractor shall be fully responsible for the acts and omissions of its subcontractors and of persons directly or indirectly employed by them. The use of subcontractors does not relieve the Contractor of liability.
3. Non-Discrimination in Employment. The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental disability unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.
4. Behavior of Contractor Employees/Subcontractors. Howard County Public School System (HCPSS) is committed to providing a work and study environment that is free from discrimination and harassment on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, handicap, pregnancy, or status as a disabled veteran or veteran of the Vietnam era. Behavior contrary to this philosophy, which has the purpose or effect of creating an intimidating, hostile, or offensive environment, will not be tolerated by HCPSS, and it is the Contractor's responsibility to ensure that such behavior by its employees, agents, and subcontractors does not occur. The policy extends to maintaining an environment free from sexual harassment. Therefore, sexual advances or sexual remarks, requests for sexual favors, and other verbal or physical conduct of a sexual nature shall not be condoned or permitted by the Contractor. This prohibition extends to such harassment within the employment context as well as harassment of students, staff, and visitors to the HCPSS. It should be assumed that all sexual behavior by the Contractor's employees, agents, and subcontractors on any campus or facility of HCPSS, whether owned, operated, maintained or leased by the HCPSS, is improper and unwelcome. Contractor will also insure that all technicians who work with HCPSS users exhibit a high degree of professionalism in their dealings with those users. The Contractor's employees and subcontractors shall be subject to and comply with all applicable HCPSS rules, regulations and policies which shall include those regulations relating to safety, security and campus parking. If deemed necessary, HCPSS reserves the right to demand the removal of any of the Contractor's employees/subcontractors from duty on its premises as a result of their violation of

the standards set forth herein.

5. Tobacco Free and Alcohol/Drug Free Environment. The Howard County Public School System maintains a tobacco, alcohol/drug free environment. The sale or use of tobacco, alcohol or drugs, in any form, or related product, is prohibited in school buildings and grounds at all times. Persons found violating this policy will be requested to remove the product and themselves from school premises.
6. Criminal History Background Checks. All employees, agents, or representatives of the awarded contractor who will be performing work on any phase of the contract arising out of this Bid may be subject to a criminal history background check by the school system. Such persons, if requested by the school system, shall provide fingerprints and other required information to facilitate such a check, as well as the necessary fees to obtain such a check from the federal or state government. At the completion of a background check, the school system may, at its sole discretion, decide that a particular employee, agent, or representative of the contractor be barred from school system property.
7. Child Sex Offender Notification.
  - 7.1. Sex Offender Requirement: Maryland law requires certain sex offenders to register with the local law enforcement agency; See Maryland Annotated Code, Criminal Procedure Article, §11-704. One of the purposes of this law, is to inform school systems when a Registered Sex Offender is residing or working in the area. When the sex offender registers, the local police are required to notify the Superintendent of Schools, and the Superintendent, in turn, is required to send a notice to school principals.
  - 7.2. As a contractor working for Howard County Public School System (HCPSS), we require that you do not employ Registered Sex Offenders to work on projects for our school system if they, as a result, are required to perform delivery, installation, repair, construction or any other kind of services on HCPSS property. Further, Maryland Law that became effective June 22, 2006, requires that any person who enters a contract with a county board of education or a non-public school "may not knowingly employ an individual to work at a school" if the individual is a registered sex offender; See §11-722 Criminal Procedure Article. An employer who violates this requirement is guilty of a misdemeanor and if convicted may be subject to up to five years imprisonment and/or a \$5,000 fine.
  - 7.3. Each contractor shall screen their work-forces to ensure that a Registered Sex Offender does not perform work at a county public school and also ensure that a subcontractor and independent contractor conducts screening of its personnel who may work at a school. The term "work force" is intended to refer to all of the contractor's direct employees and subcontractors and/or independent contractors it uses to perform the work. Violations of this provision may cause HCPSS to take action against the contractor up to and including termination of the contract.
  - 7.4. Effective July 1, 2015, amendments to § 6-113 of the Education Article of the Maryland Code further require that a contractor or subcontractor for a local school system may not knowingly assign an employee to work on school property with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of, or pled guilty or nolo contendere to, a crime involving a sexual offense, child sexual abuse and crimes of violence.
  - 7.5. The Contractor shall submit to HCPSS a listing of any employees assigned to perform under this agreement and certify that the necessary criminal history records checks have been conducted and that each employee complies with the requirements.
8. Occupied Buildings – Sign-in Procedures. Work under this contract and any resulting contract or sub-contract will take place while school facilities are occupied by staff and often also by students and

visitors. Every precaution shall be exercised to protect people from injury and to minimize disruption of activity. As well, contract employees shall conduct themselves in a professional manner while on The Howard County Public School System's premises. Any employee found to disregard the nature of the school system's surroundings shall be removed from the premises and may be prohibited from further servicing the HCPSS contract.

9. Identification. All contractor personnel, working in or around buildings designated under this contract, shall have a valid driver's license or photo ID in their possession at all times and wear distinctive uniform clothing while on the school system's premises. Contractors will be required to provide identification and sign-in and sign-out at the front office at each site on a daily basis during the course of each project.
10. Ethics Regulations.
  - 10.1. The Board of Education of Howard County has adopted an Ethics Regulation policy. Required by the Annotated Code of Maryland, these Ethics Regulations cover members of the Board of Education, the Superintendent, and all employees; and it specifies limits of participation of these individuals with entities doing business with The Howard County Public School System. For a copy of the regulations, please contact the Purchasing Office, Howard County Department of Education (410) 313-6644.
  - 10.2. Any resulting Contract is cancelable in the event of a violation of the HCPSS Ethics Regulation policy or the Maryland Public Ethics Law by a Contractor or any HCPSS employee in connection with this procurement.
11. Taxes. HCPSS is exempt from Federal Excise Taxes, Maryland Sales and Use Taxes. Exemption Certificates shall be provided upon request. In the instance a Contractor is required to furnish and install material in the construction or improvement of real property in performance of a Contract, the Contractor shall pay the Maryland Sales Tax and the exemption will not apply.
12. Multi-Agency Participation.
  - 12.1. Under §5-112, Paragraph (3) of the Education Article of the Annotated Code of Maryland HCPSS may with Board of Education approval participate in contracts for goods or commodities that are awarded by other public agencies or by intergovernmental purchasing organizations if the lead agency for the contract follows the public bidding procedures. HCPSS therefore reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. A copy of the contract pricing and the requirements incorporated in this contract will be supplied to requesting agencies.
  - 12.2. Each participating jurisdiction or agency shall enter into its own contract with the awarded Offeror(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes shall be resolved solely between the participating agency and the awarded Offeror(s).



### SECTION 3. Special Terms and Conditions

1. Agreement. Contractor shall provide to The Howard County Public School System professional services (the "Solution") in accordance with the terms and conditions of this solicitation.
  - 1.1. The resulting Contract consists of multiple documents as follows in order of precedence:
    - The Contract Form
    - The Request for Proposal and all amendments to the solicitation
    - Contractor's Technical Proposal and Price Proposal as accepted by HCPSS
  - 1.2. All terms and conditions of HCPSS's solicitation, and any amendments thereto, are made a part of this Agreement unless expressly contradicted by a term or condition of this Agreement. Proposals or suggestions of the Contractor for changes in the solicitation or the terms and conditions of the contract are not binding upon HCPSS and are not a part of this Agreement unless set forth in an amendment of the solicitation or in this Agreement and agreed to in writing by HCPSS.
2. Contract Period. The initial Contract term shall be for three years from contract commencement date, expected to be July 2018. The Contract shall have up to three (3) one-year renewal options available (total of six years) at the sole option of the school system pending successful performance and availability of funding.
3. Price Adjustments
  - 3.1. Annual price adjustments will be considered. The Howard County Public School System will consider adjustments based on the following conditions:
    - 3.1.1. Labor rates based upon federal minimum wage increases and decreases in the Consumer Price Index (CPI-U), Washington-Baltimore Region, as published by the Bureau of Labor Standards (increases above a 10% cap will not be considered). Adjustments will be calculated by comparing the current index with the previous index available when contract was established so as to determine the change in index points. The point change will then be divided by the price index to obtain the percentage of change. The percentage of change will then be multiplied by .75 to obtain the adjustment to be applied to the current prices.
    - 3.1.2. In order to receive consideration for a price increase, the contractor shall submit to The Howard County Public School System 60 days prior to contract expiration, a statement of any change in price to be applied.
  - 3.2. Price increase requests will not be considered if not accompanied with the proper information.
  - 3.3. Model changes and/or upgrades may be accepted after the initial contract period. Pricing for the changes shall be at the same mark up as originally bid. The awarded vendor shall offer current pricing or be able to demonstrate the percentage markup. The Howard County Public School System shall be the sole determinant in accepting product or pricing changes.
4. HCPSS Project Coordinator. HCPSS will designate a staff member to act as coordinator ("Project Coordinator") between HCPSS and the Contractor. Throughout the period of the Project, copies of all correspondence, work products, specifications, estimates and other materials prepared by the Contractor should be directed to the Project Coordinator and also to any other HCPSS personnel designated by the Project Coordinator. Direct contact or communication by the Contractor with other HCPSS offices or any other entity concerning the Project shall be made only with the prior knowledge and concurrence of the Project Coordinator.
5. Professional Services.
  - 5.1. The professional services team for the Project shall be the same team identified in the Contractor's submittal responding to HCPSS's solicitation unless (a) a change is requested by the Contractor and approved in writing by the Project Coordinator; or (b) a change is requested in writing by the Project Coordinator for good cause, in which case the Contractor shall make an appropriate substitution, subject to HCPSS's approval, and notify HCPSS in writing. Major changes in the Contractor's organization or personnel (other than the Contractor's Team) shall

be reported to HCPSS in writing as they occur.

5.2. The Contractor shall perform the Project as described in accordance with a schedule agreed upon in writing by the parties. The Contractor shall perform the Project as expeditiously as is consistent with good professional skill and care and the orderly progress of the Project.

6. Billing and Payment.

6.1. The contractor shall submit invoices to attention of the selected Project Coordinator, Howard County Department of Education, 10910 Rt. 108, Ellicott City, MD 21042.

6.1.1. Invoices shall contain the following information:

- Purchase Order Number
- Name of school
- Description of work along with quantities
- Start date and completion date
- Total due

6.2. All fees are exclusive of applicable federal, state, local, and foreign sales, use, excise, utility, gross receipts, value added and other taxes, tax-like charges and tax-related surcharges. HCPSS is generally exempt from such taxes, and Contractor agrees not to charge HCPSS for such taxes in accordance with applicable law. HCPSS will provide exemption certificates upon request.

6.3. The HCPSS provides payments on a net 30-day basis for HCPSS approved invoices.

7. Evaluation and Acceptance Procedure.

7.1. Upon completion and delivery of each deliverable by Contractor, HCPSS will begin the evaluation and acceptance process, which shall include, but not be limited to, the steps described below. Payments will be based on the completion/delivery of a deliverable by Contractor and acceptance by HCPSS of each deliverable. Contractor will demonstrate to HCPSS that the deliverable has been completed or has occurred and will provide HCPSS with written notice of the same.

7.2. Within the time period specified in the Contract including any Contract Amendments, or if not specified, then within thirty (30) business days of receipt by HCPSS of a scheduled deliverable from Contractor, HCPSS shall determine whether such deliverable Materially Conforms to the specifications defined in the Contract. As used herein, the term "Materially Conforms" means that the deliverable is ready to be used in production and meets or exceeds its intended functionality and performance. If the deliverable Materially Conforms to the specifications, then HCPSS will provide written confirmation to Contractor that the deliverable is accepted.

7.3. If the deliverable does not Materially Conform, HCPSS shall immediately return notify the Contractor with a written list of deficiencies. Contractor, at no additional cost to HCPSS, shall thereafter make all appropriate and necessary fixes to the deliverable and notify HCPSS in writing of corrections made no later than a date mutually agreed to by both parties. If no date is given, then within ten (10) business days. If the deliverable again fails to Materially Conform, then this same process will be repeated one more time. If the deliverable fails to Materially Conform to the specifications after delivery for the second time then HCPSS may, at its sole discretion, (a) further extend the timeframe for cure and (b) extend the warranty period, if applicable, or (c) begin contract termination process as defined in this document. If HCPSS does not elect to terminate this Contract after the second failure, it has not automatically waived its right to do so following any additional failed attempt at correction by Contractor to which the parties may agree.

8. Confidential Information.

8.1. Contractor acknowledges and understands that HCPSS is required to protect certain

Confidential Information from disclosure under applicable law, including but not limited to, the Family Educational Rights and Privacy Act ("FERPA"), the Gramm Leach Bliley Act ("GLBA"), or the Maryland Public Information Act ("PIA"), including regulations promulgated there under, as the laws and regulations may be amended from time to time (collectively the "Privacy Laws"). The Confidential Information that is protected under FERPA was provided to the Contractor as it is handling an institution service or function that would ordinarily be performed by HCPSS's employees. The Contractor agrees that it shall be obligated to protect the Confidential Information in its possession or control in accordance with the Privacy Laws to the same extent as HCPSS would be obligated if the Confidential Information was in the possession or control of HCPSS. The Contractor further agrees that it is subject to the requirements governing the use and re-disclosure of personally identifiable information from education records as provided in FERPA.

- 8.2. Contractor's obligations with respect to Confidential Information shall survive the expiration or the termination of this Contract.
- 8.3. Contractor acknowledges that Contractor's failure to comply fully with the restrictions placed upon use, disclosure and access to Confidential Information may cause HCPSS grievous irreparable harm and injury. Therefore, any failure to comply with the requirements of this Section shall be a material breach of this Contract.
- 8.4. Contractor agrees and acknowledges that it is not the custodian of any Confidential Information that may be in Contractor's possession or control. Contractor shall forward any request for disclosure of Confidential Information to:

Public Information Office  
The Howard County Public School System  
10910 Clarksville Pike  
Ellicott City, MD 21042

9. Relationship of The Parties. It is understood and agreed that Contractor is an independent contractor of HCPSS, and not an employee. Except as set forth in this Contract, the HCPSS will not withhold income taxes, social security or any other sums from the payments made to Contractor hereunder. All employees or contractors of Contractor shall in no way be considered employees of HCPSS, but rather they shall be employees or contractors of Contractor, and Contractor shall bear full responsibility for compensating those persons and for the performance of the Services by way of them.
10. Insurance. Contractor shall maintain in full force and effect adequate insurance coverage to protect against the risks associated with the performance of Services under this Contract, as further set forth in Insurance Requirements (Attachment A), or as set forth in Contractor's proposal should the coverage and limits therein exceed the required minimum levels. Contractor shall provide to the Purchasing Office a certificate of insurance including evidence of the required limits at the execution hereof, and annually thereafter.
11. Indemnification. The Awarded Contractor shall be responsible for any loss, personal injury, expense, death and/or any other damage which may occur by reason of Contractors acts, negligence, willfulness or failure to perform any of its obligations under this agreement. Furthermore, any acts on the part of any agent, director, partner, servant or employee of the Contractor are deemed to be the Contractors acts. Contractor agrees to indemnify and hold harmless the Howard County Public School System and its Board of Trustees, Employees, Agents and Students from any claim, damage, liability, expense, and/or loss, including defense costs and attorney fees, arising directly or indirectly out of the Contractor's performance under this agreement. The indemnification obligation of the successful Contractor shall include, but shall not be limited to injuries to individuals and property of individuals who are not parties to the contract. In addition, the indemnification obligation of the successful Contractor shall cover the acts or omissions of any subcontractors hired by the successful

Contractor. Furthermore, the indemnification obligation of the successful Contractor shall survive termination of the contract for any reason.

Neither party shall be liable to the other for indirect, consequential, incidental, punitive, exemplary, or special damages, or losses, including without limitation lost profits and opportunity costs.

12. Termination for Default. If the Contractor fails to fulfill its obligation under this Contract properly and on time, or otherwise violates any provision of the Contract, HCPSS may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. HCPSS will provide Contractor a reasonable opportunity, not to exceed 10 business days, to cure the act or omission, provided such opportunity to cure does not extend the deadline for any deliverables and does not cause HCPSS further damage. All finished or unfinished work provided by the Contractor, to which HCPSS is entitled pursuant to this Contract shall become HCPSS's property. HCPSS shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and HCPSS can affirmatively collect damages.
13. Termination for Convenience. The performance of work under this Contract may be terminated by HCPSS in accordance with this clause in whole, or from time to time in part, whenever HCPSS shall determine that such termination is in the best interest of HCPSS. HCPSS will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.
14. Delays and Extension of Time. The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State or HCPSS, changes in law or regulation, action by government or other competent authority, fires, earthquakes, floods, epidemics, quarantine restrictions, strikes, freight embargoes, malicious or criminal acts of third parties, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.
15. Suspension of Work. The Purchasing Office unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Purchasing Office may determine to be appropriate for the convenience of HCPSS.
16. Subcontracting and Assignment.
  - 16.1. The Contractor may not subcontract any portion of the Services provided under this Contract without obtaining the prior written approval of HCPSS nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of HCPSS. HCPSS shall not be responsible for the fulfillment of the Contractor's obligations to subcontractors. Any such subcontract shall be subject to any terms and conditions that HCPSS deems necessary to protect its interests. Contractor shall remain responsible for performance of all Services under this Contract, and shall be subject to liability to HCPSS for acts and omissions of subcontractors.
  - 16.2. Neither party may assign this Contract without the prior written consent of the other party, which consent shall not be unreasonably withheld, except that Contractor may assign this Contract to any parent, subsidiary, affiliate or purchaser of all or substantially all its assets with notice to HCPSS. Contractor may designate a third party to receive payment without HCPSS's prior written consent unless in conflict with Maryland or federal law, but shall provide HCPSS with

notification thereof.

17. Contract Integration and Modification. This Contract and the documents incorporated herein form the entire agreement of the parties with respect to the subject matter of this procurement, and supersede all prior negotiations, agreements and understandings with respect thereto. This Contract may be amended with the written consent of both parties. Amendments may not significantly change the scope of the Contract.
18. No Third Party Beneficiaries. This Agreement is only for the benefit of the undersigned parties and their permitted successors and assigns. No one shall be deemed to be a third party beneficiary of this Agreement.
19. Notices. Notices under this Contract will be written and will be considered effective upon personal delivery to the person addressed.
20. Retention of Records. Contractor shall retain and maintain all records and documents relating to this Contract for three years after final payment and will make them available for inspection and audit by authorized representatives of HCPSS, including the Purchasing Office or designee, at all reasonable times.
21. Contingent Fee Prohibition. The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, to solicit or secure this Contract, and that it has 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 Contract.
22. Compliance with Laws. The Contractor hereby represents and warrants that:
  - 22.1. 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;
  - 22.2. It shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
  - 22.3. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.
23. Multi-Year Contracts Contingent Upon Appropriations. If HCPSS fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either HCPSS's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and HCPSS from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. HCPSS shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.
24. Network/Data Security. HCPSS is required to assess risks, ensure data integrity, and determine the level of accessibility that shall be maintained.
  - 24.1. Specific activities include:
    - 24.1.1. Identification of security, privacy, legal, and other organizational requirements for recovery of institutional resources such as data, software, hardware, configurations, and licenses at the termination of the contract.
    - 24.1.2. Assessment of the contractor's security and privacy controls.

- 24.1.3. Including HCPSS's security and privacy requirements in the agreement
- 24.1.4. Periodic reassessment of contractor services provisioned to ensure all contract obligations are being met and to manage and mitigate risk.
- 24.2. The Contractor is the owner or authorized user of the Contractor's software and all of its components, and Contractor software and all of its components, to the best of Contractor's knowledge, do not violate any patent, trademark, trade secret, copyright or any other right of ownership of any third party.
- 24.3. Contractor shall (i) establish and maintain industry standard technical and organizational measures to help to protect against accidental damage to, or destruction, loss, or alteration of the materials; (ii) establish and maintain industry standard technical and organizational measures to help to protect against unauthorized access to the Services and materials; and (iii) establish and maintain network and internet security procedures, protocols, security gateways and firewalls with respect to the Services. Contractor software and its components are equipped and/or designed with systems intended to prevent industry known system attacks (e.g., hacker and virus attacks) and unauthorized access to confidential information.
- 24.4. Report any confirmed or suspected breach of data to HCPSS within one hour of discovery or detection. Any confirmed or suspected computer security incidents not resulting in breach of HCPSS data shall be reported to HCPSS within 12 hours of discovery or detection.
- 24.5. Follow strong identity management characteristics and practices, requiring users to adhere to organizational usage, construction, and change requirements.
- 24.6. Configure and maintain network to be suitably hardened against security threats and ensure adequate performance.
- 24.7. On an annual basis, Contractor shall provide Service Organization Control (SOC) 2, Type 2 reports or equivalent, for all services and facilities from which the services are provided. It is the Contractor's responsibility that such Reports are provided under the terms and conditions of this Contract without HCPSS being required to agree to additional terms and conditions that may be applied by a third party. If a Report states that a facility has failed to materially satisfy one or more control objectives, Contractor will, as HCPSS's sole remedy, use commercially reasonable efforts to cause the facility to materially satisfy all control objectives. If, despite Contractor's efforts, the facility cannot materially satisfy all relevant control objectives, Contractor will mitigate the issue in a commercially reasonable manner which may include the migration to an alternate facility which materially satisfies all control objectives. Failure to do so may be considered a material breach of this Agreement in the sole and reasonable discretion of HCPSS.
- 24.8. HCPSS or an appointed audit firm (Auditors) has the right to audit Contractor and its sub-vendors or affiliates that provide a service for the processing, transport or storage of HCPSS data. Audits will be at HCPSS's sole expense which includes operational charges by Contractor, except where the audit reveals material noncompliance with contract specifications, in which case the cost, inclusive of operational charges by Contractor, will be borne by the Contractor. In lieu of HCPSS or its appointed audit firm performing their own audit, if Contractor has an external audit firm that performs a review, HCPSS has the right to review the controls tested as well as the results, and has the right to request additional controls to be added to the certified report for testing the controls that have an impact on its data.
25. School Calendar. Work performed inside HCPSS facilities shall be performed during HCPSS working hours (see HCPSS School Calendar at <http://www.hcpss.org/calendar>).

## **SECTION 4. SCOPE OF WORK**

### **1. SCOPE OF CONTRACT**

- 1.1. HCPSS' objective is to acquire, deploy, and integrate an Elementary Cloud Based Personalized Keyboarding Solution (Solution) that supports HCPSS curriculum standards and integrates with the school system's existing Learning Management System.

### **2. PURPOSE**

- 2.1. HCPSS is committed to strategically supporting effective implementation of the Maryland State Department of Education (MSDE) College and Career-Ready standards and the MSDE Technology Plan and Guiding Principles. Keyboarding is one of the skills that is developed through the elementary instructional technology program K-5. As indicated in the Literacy Standards in the CCSS, students in grades 3-5 are expected to produce and publish writing using keyboarding skills with the guidance and support from adults. The primary goal of the elementary cloud based personalized keyboarding solution is to increase fluency and automaticity of keyboarding skills. By grade 6, students are expected to produce and publish writing independently with appropriate command of keyboarding skills

### **3. BACKGROUND**

- 3.1. HCPSS is soliciting competitive proposals to select a contractor knowledgeable and experienced with a proven record in providing a K-12 elementary cloud based personalized keyboarding solution. HCPSS envisions a web-based solution that provides appropriate and secure access to designated staff, students, and administrators. The proposed Solution shall interoperate with other technology systems and infrastructure in the school system and with federal data collection and reporting requirements. It is preferred that the Solution be able to integrate with instant login and Secure Sync by Clever or by LTI integration with Canvas. The Solution must be flexible to adapt to continuous improvements HCPSS deploys to meet the needs of the school system.

### **4. PROJECT OBJECTIVES**

- 4.1. HCPSS' intent is to select an Elementary Cloud Based Personalized Keyboarding Solution to help provide equity and access to all students through opportunities to learn using technology tools that support and enhance their learning through relevant technologies that enhance learning with creative and flexible options for learning.
- 4.2. HCPSS keyboarding instruction at the elementary level is designed to provide primary students with readiness skills to better prepare them for a more formal keyboarding instruction in intermediate grades. The Solution shall minimally support the following attributes of best practices for keyboarding instruction.
  - 4.2.1. Support the development of this essential lifelong skill.
  - 4.2.2. Develop an awareness of the impact keyboarding may have on productivity in personal, school and future work environments.
  - 4.2.3. Provide the opportunity for all students to acquire and apply proper keyboarding skills.
  - 4.2.4. Emphasize that keyboarding is an enabling skill for word processing just as writing is an enabling skill for language arts development.
  - 4.2.5. Develop an awareness and understanding of the value and importance of keyboarding.
  - 4.2.6. Provide keyboarding instruction on a daily basis as research indicated that keyboarding is a cumulative skill that needs to be practiced as often as possible.

- 4.2.7. Provide the opportunity for students to use the computer effectively and proficiently to complete tasks.
- 4.2.8. Provide time for students to practice their keyboarding skills several times a week after the formal keyboarding instruction is completed.
- 4.2.9. Develop the ability to transfer keyboarding skills to written communications while developing the vocabulary to communicate with others.
- 4.2.10. Develop work habits, attitudes, communication techniques, problem solving abilities, and independent thinking skills to improve future productivity.
- 4.2.11. Meet Common Core State Standards
  - Grade 3
    - CCSS.ELA-Literacy.W.3.6 With guidance and support from adults, use technology to produce and publish writing (using keyboarding skills) as well as to interact and collaborate with others.
  - Grade 4
    - CCSS.ELA-Literacy.W.4.6 With some guidance and support from adults, use technology, including the Internet, to produce and publish writing as well as to interact and collaborate with others; demonstrate sufficient command of keyboarding skills to type a minimum of one page in a single sitting.
  - Grade 5
    - CCSS.ELA-Literacy.W.5.6 With some guidance and support from adults, use technology, including the Internet, to produce and publish writing as well as to interact and collaborate with others; demonstrate sufficient command of keyboarding skills to type a minimum of two pages in a single sitting.
  - Grade 6
    - CCSS.ELA-Literacy.W.6.6 Use technology, including the Internet, to produce and publish writing as well as to interact and collaborate with others; demonstrate sufficient command of keyboarding skills to type a minimum of three pages in a single sitting.

## 5. GENERAL REQUIREMENTS

### 5.1. The Solution shall:

- 5.1.1. Facilitate the development of students' keyboarding knowledge and skills
- 5.1.2. Be student-centered and intuitive for elementary teachers and students to use
- 5.1.3. Use instructional strategies that align with best practices for elementary instruction
- 5.1.4. Align with instructional technology standards and English language arts standards
- 5.1.5. Assess student understanding and report data to teachers, administrators, and parents. Data reporting shall be provided in an electronic format with print capabilities.
- 5.1.6. Align with International Society for Technology Education (ISTE) student standards  
<https://www.iste.org/standards/standards-for-students>
- 5.1.7. Align with MSDE Educational Technology Plan Guiding Principles & The Maryland Educational Technology Plan for the New Millennium



- 5.1.8. Align with the Maryland College and Career Ready Standards that focus English Language Arts Standards of literacy and writing.
- 5.1.9. Align with research-based literacy instructional strategies.
- 5.1.10. Provide lessons and resources for concepts, procedures, and applications of keyboarding knowledge and skills.
- 5.1.11. Align curriculum with professional development.
- 5.1.12. Develop understanding of concepts in addition to assessing them.
- 5.1.13. Provide student performance data relative to keyboarding standards.
- 5.1.14. Provide personalized options for primary and intermediate levels.
- 5.1.15. Provide a platform that can grow with students as they move through elementary school
- 5.1.16. Provide student mastery data reported at student, class, school, and district levels.
- 5.1.17. Provide student usage data.
- 5.1.18. Provide reports to teachers, administrators, and families.
- 5.1.19. Provide before and after school access to students.
- 5.1.20. Provide professional learning options within the solution as well as opportunities for face-to-face professional learning related to keyboarding content and pedagogy as well as use with the software/application.
- 5.1.21. Provide resources that families can use with students.
- 5.1.22. Provide access to parents about their child's keyboarding progress.
- 5.1.23. Provide opportunity to adapt instructional sequence based on student responses.
- 5.1.24. Provide interactive, computer-based assessments that are embedded/connected to lessons and curricular resources.
- 5.1.25. Facilitate personalization of instruction for students.

## 6. REPORTING REQUIREMENTS

- 6.1. The Solution shall be capable of producing reports that track student performance and teacher usage across the district. These reports should generate student performance data from formative assessments embedded in the curriculum. They should show student progress against the standards on a district level, school level, and classroom level and they should help district leaders track student progress on a daily and weekly basis. Finally, they should include usage reports that provide district leaders with information about how teachers are using the online curriculum platform to drive high quality instruction throughout the district.
- 6.2. The comprehensive curricular platform will connect curriculum, student performance data, and professional development. The platform will allow HCPSS staff to measure the impact of professional learning on student performance.

7. TRAINING REQUIREMENTS

- 7.1. Initial Training - The Offeror shall provide the necessary training for system administrators, users, and technical support staff. Offeror may further define user roles. Upon completion identified users shall be capable of continued operation, maintenance, and diagnosis relative to their role. Training shall be structured around a “train the trainer” model.
- 7.2. Ongoing Training -The Offeror shall provide HCPSS with blended professional development that includes both in-person and online instruction to support a data-driven professional development model. In-person training shall target a district team of teacher leaders and coaches who learn how to use online professional development modules and collaboration tools to lead instruction that is responsive to students’ needs.
- 7.3. On-line professional learning modules must be available anytime and anywhere and work with individuals as well as professional learning communities (PLCs). The collaboration tools must enable PLCs to collaborate around lessons online or in person.

8. SERVICE AND SUPPORT REQUIREMENTS

- 8.1. Help Desk Service – The Offeror shall provide a Help Desk Service staffed with trained, experienced personnel between the hours of 8:30 a.m. to 4:30 p.m. EDT Monday through Friday. The Offeror shall include help desk service support, including a ticketing system, online chat, on-line guides/resources and phone number within the Agreement at no additional charge.
- 8.2. The Offeror shall guarantee that the solution will be available 99% of the time (excluding scheduled maintenance and emergency maintenance). If an outage occurs due to critical system failure, the Offeror will credit HCPSS 1/30th of the monthly fee (calculated if fees are paid on another basis) paid by the customer for the affected critical systems for every day of downtime (up to, but not exceeding 100% of one monthly payment)
- 8.3. The comprehensive curricular platform must include a dedicated customer success coach who works with the district’s leadership team to ensure success. Specifically, the customer success coach should:
- 8.4. Onboard the team and teachers through video lessons and webinars
- 8.5. Facilitate check-in calls with instructional leaders
- 8.6. Help the district track student mastery of standards over time
- 8.7. Provide global account provisioning (teachers and students)

## SECTION 5. EVALUATION CRITERIA

### 1. Transmittal Letter

A transmittal letter prepared on the Offeror's business stationery shall accompany the Technical Proposal. The letter should be an executive summary that clearly and concisely summarizes the content of the Proposal. The letter shall be signed by an individual who is authorized to bind the firm to all statements, including services and financial commitments. Include the Offeror's official business address and state in which it is incorporated or organized. An appropriate contact name, title, phone number, and email address should also be provided for HCPSS's use during the procurement process.

### 2. Signing of Forms

A Proposal, if submitted by an individual, shall be signed by the individual. If submitted by a partnership, a Proposal shall be signed by such member(s) of the partnership with authority to bind the partnership. If submitted by a corporation, a Proposal shall be signed by an officer, and attested by the corporate secretary or an assistant corporate secretary; if not signed by an officer, there shall be attached a copy of a board resolution or that portion of the by-laws, duly certified by the corporate secretary, showing the authority of the person so signing on behalf of the corporation.

### 3. Technical Proposal

Clear, concise, yet detailed responses to the technical criteria below are to be provided. Standard sales material may be provided, but shall be attached as an Attachment rather than included within the body of the Proposal. Offerors shall insert a page break for each section of the Proposal to separate responses to each of the technical criteria.

The information identified below shall be furnished in the Proposal. Failure to include any of the items listed below may disqualify your firm's response. It is the Offeror's responsibility to tailor its response to demonstrate its qualifications to perform the scope of work specifically for HCPSS.

Offeror's Technical Proposal shall be submitted separate from the Price Proposal and clearly identified in its proposal as TECHNICAL PROPOSAL.

- 1.1. Project Objectives: Provide a comprehensive, detailed narrative describing how the proposed Solution meets each of HCPSS' Project Objectives in the order provided above.
- 1.2. General Requirements: Provide a comprehensive, detailed narrative describing how the proposed Solution meets each of HCPSS' General Requirements in the order provided above.
- 1.3. Reporting Requirements: Provide a comprehensive, detailed narrative describing how the proposed Solution meets each of HCPSS' Reporting Requirements in the order provided above.
- 1.4. Training Support: Provide a comprehensive, detailed narrative describing how the proposed Solution meets each of HCPSS' Training Requirements Describe training capabilities and ability to provide in-depth training tailored to user roles. Indicate if training is provided in-person, virtually, on-demand, etc. Technical support should also include high-level self-help knowledge base and documentation on the application and its functionality.
- 1.5. Service and Support: Provide a comprehensive, detailed narrative describing how the proposed Solution meets each of HCPSS' Service and Support Requirements. Also include the firm's SLA's in regard to technical support.
- 1.6. Integration and Compatibility with Systems. Describe how the Solution integrates with each

system identified in Attachment A. TECHNICAL CRITERIA.

- 1.7. Architecture. Indicate the architecture of the Solution. Is software installed on an on-premises server, on-premises hardware appliance, on-premises virtual appliance, and/or public cloud-based service?
- 1.8. Implementation: Provide a proposed timeline and schedule for implementation of the Solution. Include assumptions, HCPSS resources required, and any other relevant information.
- 1.9. Staffing Qualifications: Provide a resume, including education and employment history, as well as the role to be assigned to HCPSS for the Single Point of Contact who is proposed as part of the Solution.
- 1.10. Unique Qualifications. Provide a narrative to elaborate on any special/unique qualifications, expertise, and/or experiences of the Offeror and/or any member of its team, which make it uniquely capable to provide a solution to HCPSS.
- 1.11. Company Profile/Demonstration of Prior Work. The Offeror shall demonstrate and certify that it possesses at a minimum three (3) years of experience providing product and services as described in this document to institutions similar to HCPSS in scale. Provide details on company history, number of employees, and annual sales volume for 2015 and 2016.
- 1.12. Signature. Complete and sign the Bid/RFP Signature Sheet (Attachment B)
- 1.13. Acknowledge compliance with HCPSS Insurance Requirements (Attachment C).
- 1.14. Acknowledge compliance with HCPSS Employee Sharing Agreement (Attachment D).
- 1.15. Acknowledge compliance with HCPSS Student Data Sharing Agreement (Attachment E).
- 1.16. Acknowledge receipt of Addenda Form: If any addenda to the RFP documents are issued prior to the due date and time for Proposals, this form (Attachment F) shall be completed, signed, and included in the Offeror's Proposal.
- 1.17. Proposal Affidavit: Complete and sign the Proposal Affidavit (Attachment G) and enclose with the Technical Proposal.
- 1.18. Acknowledge Review of Contract: The HCPSS Contract for this procurement will contain the provisions in Attachment L as well as any additional terms required by HCPSS. By submitting a Proposal, the Offeror warrants that they have reviewed Attachment H, Agreement for Professional Services, and will execute a contract with these terms and conditions after award by the Board of Education. For accounting purposes only HCPSS will issue a purchase order to the awarded firm.

## SECTION 6. EVALUATION PROCESS

### 1. Evaluation

1.1. Following evaluation of the Proposals the Evaluation Committee will make an initial overall ranking of the Proposals and recommend to the Purchasing Office the award of the contract(s) to the Offeror whose Proposal(s) is (are) determined to be the most advantageous to HCPSS. Minor irregularities contained in Proposals, which are immaterial or inconsequential in nature, may be waived wherever it is determined to be in HCPSS's best interest and when permitted by law. The decision of the award(s) of the Contract will be made at the discretion of the Purchasing Office and will depend on the facts and circumstances of the procurement.

1.2. Following the Purchasing Office's qualifying review and approval. The decision for progressing in the procurement process will be made based on the strengths, weaknesses, advantages, and deficiencies that the Proposals represent.

2. Shortlisting: A shortlist may be developed based on the Evaluation results. All Offerors will be notified of the results as they pertain to their respective Proposal. Shortlisted Offerors may also be required to provide a product trial.

### 3. Oral Presentations/Discussion Sessions.

3.1. Purpose: Based on the Evaluation Committee's initial Evaluation, HCPSS may invite, without cost to itself, the shortlisted Offerors to an oral presentation/discussion session ("Discussion Session"). The purposes of the Discussion Session are as follows:

3.1.1. To provide the Offeror the opportunity to demonstrate its product;

3.1.2. To discuss/clarify any and all aspects of the Technical Proposal, in particular the proposed solution, cost model options, approach/methodologies, implementation process, schedule, staffing of the contract, and ongoing support of the Solution and other applicable professional services;

3.1.3. To allow the HCPSS to meet the Offeror's key personnel and for these personnel to convey directly their experience and expertise in the proposed product and its implementation; and,

3.1.4. To provide an opportunity to clarify the scope of services for the intended contract and discuss any items addressed in the Technical Proposal that may require additional clarification.

3.2. Format: The Discussion Session will be informal, as HCPSS is not interested in a sales presentation by executives and business development staff; rather, HCPSS is requesting a demonstration of the proposed Solution and an interactive discussion with each of the shortlisted Offerors. It is important that those key personnel who are proposed to be assigned to HCPSS fully participate in the presentation and discussion. Ample time will be available for the HCPSS and the Offeror to ask questions and discuss issues and concerns related to the Solution, the scope of the services, and the Offeror's capabilities and qualifications. We anticipate that the Discussion Session will be approximately 90 to 120 minutes in length.

Following the Discussion Session, additional follow-up and/or clarification documentation may be requested of each Offeror.

- 3.3. Date: The times and dates for the Discussion Session(s) will be set upon completion of the Initial Evaluation. Offerors are advised to set these dates aside in their entirety on the calendars of key personnel identified in their offer.
4. Best and Final Offers. Best and Final Offers, as determined by the Purchasing Office, may be requested at this time.
5. Negotiations: HCPSS may select for award one (1) or more Offeror(s) to negotiate the terms and conditions of the Contract. HCPSS reserves the right to make an award with or without negotiation.
6. Basis for Award: Technical merit will have a greater weight than cost in the final ranking. Award may be made to the Offeror with a higher technical ranking even if its Price Proposal is not the lowest. The Purchasing Office retains the discretion to examine all factors to determine the award of the contract. The goal is to contract with the Offeror(s) that would best meet the needs of HCPSS as set forth in the RFP.
7. Price Proposal. Offeror is to respond with pricing for its proposed Solution to meet the requirements described in its technical response, Offeror shall respond with “**all inclusive**” non-recurring charges (NRC) and monthly recurring charges (MRC) pricing that will represent the basis for comparing competing offerings.

Offeror's Price Proposal shall be submitted separate from the Technical Proposal and clearly identified in its proposal as PRICE PROPOSAL.

7.1 Pricing structures shall be provided as follows (indicate N/A if a cost does not apply):

1. Enterprise level for all K-5 schools
2. School level
3. Student level
4. Multi-year subscriptions for all levels

7.2 Pricing structures shall include (indicate N/A if a cost does not apply):

1. Non-Recurring Costs
2. Recurring Charges
3. Itemized Prices
4. Hourly Rates
5. Custom Integration

Attachments and Forms (Check List)

Attachment A	Technical Criteria	
Attachment B	Signature Sheet	
Attachment C	Insurance Requirements	
Attachment D	Employee Sharing Agreement	
Attachment E	Student Data Sharing Agreement	
Attachment F	Acknowledgement of Receipt of Addenda Form	
Attachment G	Bid/Proposal Affidavit	
Attachment H	Agreement for Professional Services	

## **Attachment A – Technical Criteria**

The Solution shall be capable of:

1. Importing/exporting data to/from Microsoft Office suite software and file formats, as well as industry standard html and/or xml formats including xls, xlsx, doc, docx, and cvs.
2. Importing/exporting data to/from HCPSS's student information system (Synergy) and comply with HCPSS's chart of accounts. HCPSS currently maintains one student information system, Synergy, to manage its student information needs. Synergy is a web-based solution hosted at our facility. Synergy handles registration, enrollment, attendance, conduct, scheduling, reporting, health, gradebook, and has a student and parent portal. Student data is exported from Synergy to several third-party vendors.
3. Importing/exporting data to/Clever applications.
4. Integrating with Canvas/LTI with roster provisioning.
5. Allowing Single Sign-On via HCPSS' current version of Microsoft Active Directory.
6. Supporting multiple browsers, operate on MAC, Windows operating systems, and on mobile devices.
7. Providing security control features, so that access to files, records, fields, and functions can be restricted to authorized personnel.
8. Providing features that detect and block access to unauthorized users.
9. Providing an audit trail of unauthorized attempt and log all user activity and system changes including data imports and exports.
10. Providing for "role based" security maintained by the application administrators.



Attachment B - Signature Sheet

A. Offeror's Certification

I/we hereby propose to furnish and deliver supplies and or services, in accordance with specifications and stipulations contained herein, and at the prices quoted. I/we certify that this bid is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same supplies, materials, or Lumber and is in all respects fair and without collusion or fraud.

I/we certify that this bid is made without having contacted any employee within The Howard County Public School System unless such contacts were previously authorized by the Purchasing Officer.

I/we certify that this bid is genuine and not collusive or sham; that said offeror has not colluded, conspired, connived and agreed, directly or indirectly, with any offeror or person to put in a sham bid or to refrain from bidding and is not in any manner, directly or indirectly, sought by agreement of collusion or communication or conference, with any person to fix the bid prices of the affidavit or any other offeror, or to fix any overhead, profit or cost element of said bid price, or that of any offeror, or to secure any advantage against the Board of Education of Howard County or any other person interested in the proposed contract; and that all statements in said proposal or bid are true.

I affirm that this firm will not knowingly employ an individual to work at a school if the individual is a Registered Sexual Offender, pursuant to section 11-722 (C) of the Criminal Procedure Article of the Annotate Code of Maryland. A firm or person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding 5 years or a fine not exceeding \$5,000 or both.

I hereby certify that I am authorized to sign for the offeror.

B. Vendor/Contractor Disqualification - Bribery

A person convicted for bribery, attempted bribery, or conspiracy to bribe shall be disqualified from entering into a contract with any county or other subdivision of the state. Every business entity upon submitting a bid or otherwise applying for a contract shall submit an affidavit stating whether it, its officers, directors, or partners, or its employees have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government.

Submitted by:

---

(company name)

---

(street address)

---

(city, state and zip)

---

(company telephone number)

---

(name of person authorized to sign bid)

---

(title of authorized representative)

---

(signature of authorized representative) (Date)

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(e-mail of authorized representative) (telephone number of representative)

## **ATTACHMENT C**

### **INSURANCE REQUIREMENTS**

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

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

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

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

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

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

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

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

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

1.8 - Contractual and other liability insurance provided under this contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the Board of Education of Howard County Maryland from supervising or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the Subcontractors and any persons employed by the Subcontractor.

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

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

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

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

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

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

2.1 - The Contractor shall purchase the following insurance coverages:

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

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

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

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

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

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

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

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

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

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

**Attachment D**

**EMPLOYEE SHARING AGREEMENT  
APPLICABLE TO HOWARD COUNTY PUBLIC SCHOOL SYSTEM USERS AND VENDORS**

HCPSS, as a Government entity, is required when entering into agreements with other parties to follow all applicable laws and regulations, including those related to data privacy and security; accessibility; and records retention. Accordingly, the Terms of Service (TOS) of all agreements between the parties ("Current Contracts") are hereby modified by this Amendment as they pertain to HCPSS's use of the Company's Site and/or Services.

- A. **Definition of "Data":** Non-public information, including all Personally Identifiable Information (PII), and information related to students, employees, metadata, and user content.
- B. **Definition of "Personally Identifiable Information" (PII):** Information that reasonably could lead to identification of an individual either directly or in conjunction with other available information, including, but is not limited to, a person's name and/or identification number, date of birth, race/ethnic or other demographic information, personal address, and identification of school or other work location.
- C. **Definition of Employee Data:** Information pertaining to an individual employee's, agent's, contractor's, or subcontractor's personal information, financial information, social security number, health insurance, work performance, demographic data, evaluations, family data, education, training, professional licenses and all other similar information of a confidential nature prohibited from public disclosure, unless otherwise available under applicable state and federal laws and regulations.
- D. **Definition of Confidential Information:** Information, not generally known, and proprietary to VENDOR or CLIENT or to a third party for whom VENDOR or CLIENT is performing work, including, without limitation, information concerning any patents or trade secrets, confidential or secret designs, processes, formulae, source codes, plans, devices or material, research and development, proprietary software, analysis, techniques, materials or designs (whether or not patented or patentable), directly or indirectly useful in any aspect of the business of VENDOR or CLIENT. Confidential Information includes all information which VENDOR or CLIENT acquires or becomes acquainted with during the period of the Agreements, whether developed by VENDOR, CLIENT or others, which VENDOR or CLIENT has a reasonable basis to believe to be Confidential, such as data that is personally identifiable to an individual employee, agent or contractor and information within the definition of "Employee Data." The parties agree that the following will be treated as "Confidential Information": (i) all database information ("Data") provided by or on behalf of CLIENT to VENDOR; (ii) all information provided by VENDOR to CLIENT pertaining to the Services; (iii) all information which is labeled as such in writing and prominently marked as "Confidential," "Proprietary" or words of similar meaning by either party; or (iv) business information of a party which a reasonable person would understand under the circumstances to be confidential.
- E. **Data Collection and Use:** VENDOR will only collect and use CLIENT Data for the purpose of fulfilling its duties and providing services under the Current Contracts and this Agreement (hereinafter collectively referred to as "the Agreements"), and for improving services under the Agreements.
  - 1. Specific Data Shared Under this Agreement
    - i. Xxx
    - ii. Yyy

iii. Zzz

- F. **Use of Confidential Information:** In performing services under the Agreements, VENDOR and CLIENT may be exposed to and will be required to use certain "Confidential Information", as defined below. VENDOR and CLIENT along with their employees, agents or representatives will not, use, directly or indirectly, such Confidential Information for purposes other than the purposes outlined in the Agreements.
- G. **Maintenance of Confidentiality:** Any Confidential Information acquired or received by either party (the "Recipient") in the course of the Agreements will not be disclosed or transferred to any person or entity other than to employees of a party and, as to VENDOR, for the purpose of performing its obligations under the Agreements. Confidential Information received under the Agreements will be treated with the same degree of care and security as each party uses with respect to its own Confidential Information, but not less than a reasonable degree of care. The parties agree to use Confidential Information only for the purpose of performance of the Agreements and to make no copies except as necessary for performance of the Agreements. Any confidential information and copies thereof made by a party, or any representative of a party, shall be completely and promptly destroyed at the conclusion of contract performance except as set forth in paragraph G.2 below.
1. Each party acknowledges that unauthorized disclosure or use of the Confidential Information by a party may irreparably damage the other party in such a way that adequate and/or complete compensation could not be obtained from damages in an action at law alone. Accordingly, the actual or threatened unauthorized disclosure or use of any Confidential Information by the Recipient shall give the other party the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys' fees). Each party hereby waives the posting of a bond with respect to any action for injunctive relief.
  2. Upon termination or completion of the Services hereunder, upon request of CLIENT, VENDOR will deliver to CLIENT (in a VENDOR format) CLIENT's Confidential Information as housed in VENDOR production database(s), provided that VENDOR may maintain archival copies for audit purposes and dispute resolution purposes and VENDOR may retain copies of Confidential Information on back-up media in which such Data is co-resident with other employment and income data. VENDOR shall remain under its contractual obligation of confidentiality and security to CLIENT and such obligations shall survive termination of the Agreement. This Section shall survive the termination of each of the Current Agreements and this Agreement.
- H. **Data De-Identification:** VENDOR may only use de-identified CLIENT Data for product development, research, or other internal purposes. De-identified Data will have all PII removed. Furthermore, VENDOR agrees not to attempt to re-identify de-identified Data.
- I. **Data Mining, Marketing and Advertising:** VENDOR is prohibited from mining PII for any purposes other than those agreed to by the parties. **Data mining or scanning of user content for the purpose of advertising or marketing to HCPSS employees, agents, and contractors or their families is prohibited. Any and all forms of advertisement, directed towards HCPSS students, parents, guardians, HCPSS employees, agents, and contractors is strictly prohibited unless allowed with express written consent of HCPSS.**
- J. **Modification of Terms of Service:** VENDOR will not change in any way how Data are collected, used, or shared under the terms of the Agreements without advance notice to and written consent from CLIENT. The Agreements are the entire agreements between CLIENT (including all CLIENT end users) and the VENDOR. All other agreements or understandings, whether electronic, click-through, verbal or in writing, with HCPSS employees or other end

users are superseded by this Employee Data Sharing Agreement.

- K. **Data Sharing:** VENDOR will not share CLIENT data, including de-identified data, with or disclose it to any third party without prior written consent of CLIENT, except as required by law.
- L. **Data Storage:** CLIENT Data will not be stored outside of the United States without prior, specific and informed written consent from CLIENT.
- M. **Terms, Data Transfer, Survival and Destruction:** CLIENT may immediately terminate this Data Sharing Agreement if CLIENT determines VENDOR has breached the Agreements. Each of the Agreements will automatically terminate at their expiration date, except for VENDOR's continuing obligations set for in G.2 above.
- N. **Rights and License in and to Data:** All goods, products, materials, documents, reports, writings, video images, photographs, papers, and intellectual property of any nature including software or computer images prepared by VENDOR (or subcontractors) for the CLIENT or from client-provided material will not be disclosed to any other person or entity and remains the property of the school system. VENDOR has a limited, nonexclusive license to CLIENT Data solely for the purpose of performing its obligations as contained in the Agreements. The Agreements do not give VENDOR any rights, implied or otherwise, to CLIENT Data, content, or intellectual property, except as expressly stated in the Agreements, including any right to sell or trade such Data.
- O. **Access:** Unless expressly prohibited by law, VENDOR will notify CLIENT as soon as possible, but in no event later than 10 calendar days of receipt by VENDOR, of any subpoenas, warrants, or other legal orders, demands or requests, including audits, and governmental requests and demands, received by VENDOR seeking CLIENT Data. If CLIENT receives a similar request, VENDOR will promptly supply CLIENT with copies of records or information if required by CLIENT to respond.
- P. **Security Controls and Risk Management:** VENDOR will store and process CLIENT Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to: 1) ensure the security and confidentiality of PII and Confidential Information; 2) protect against any anticipated threats or hazards to the security or integrity of Confidential Information; 3) protect against unauthorized access to or use of Confidential Information; and 4) dispose of PII and Confidential Information in a secure manner.
  - 1. To comply with VENDOR security control and confidentiality obligations, VENDOR has (a) designated an employee to coordinate its information security program, (b) identified reasonably foreseeable internal and external risks to the security, confidentiality, and integrity of CLIENT Information that could result in the unauthorized disclosure, misuse, alteration, destruction, or other compromise of such information, and assessed the sufficiency of any safeguards in place to control these risks, and (c) designed and implemented information safeguards to control the risks identified through the risk assessment, and regularly tests or otherwise monitors the effectiveness of security controls, systems and procedures.
  - 2. VENDOR will remediate any identified security vulnerabilities in a timely manner. VENDOR also will have a written incident response plan, to include prompt notification of HCPSS in the event of a breach of security, as well as best practices for responding to a breach of PII and/or Confidential Data. The VENDOR agrees to share its incident response plan upon request.
- Q. **Data Breaches:** When VENDOR has actual or constructive knowledge of a breach which affects CLIENT's Data (an "Incident") VENDOR shall notify CLIENT in writing, as soon as

commercially practicable, but not later than forty-eight (48) hours after the Incident, unless it is determined by law enforcement that such notification would impede or delay their investigation. If such a determination is made by Law enforcement, then the notification required by this section shall be made as soon as commercially practicable after the law enforcement agency determines that notification will not impede or compromise the investigation. VENDOR shall have actual or constructive knowledge of an Incident if VENDOR, through an employee or agent, has actual knowledge that there has been an Incident or if VENDOR, through an employee or agent, has reason to believe that an Incident has occurred, based on facts or circumstances, including unexpected or unexplained acts or omissions. The VENDOR shall promptly take appropriate action, at VENDOR's expense, to remediate the Incident and mitigate future risk of a future Incident. In the event an Incident damages or causes loss of CLIENT Data, VENDOR shall, at its sole cost and expense, fully repair or restore the CLIENT Data, including, without limitation any and all Confidential Information, and institute appropriate measures to prevent any recurrence of the problem as soon as is commercially practicable.

- R. **Employee and Subcontractor Qualifications:** VENDOR shall ensure that its employees and all subcontractors who have potential access to CLIENT Data have undergone appropriate background screening and possess all needed qualifications to comply with the terms of the Agreements. Further, all employees and subcontractors as agents of VENDOR are subject to the same compliance with federal and state employment laws as VENDOR and should receive appropriate training, including confidentiality requirements contained in the Agreements and in federal and state laws.
- S. **Sex Offender Requirement:** Maryland law requires certain sex offenders to register with the local law enforcement agency. See Maryland Annotated Code, Criminal Procedure Article, §11-704. One of the purposes of this law, is to inform school systems when a Registered Sex Offender is residing or working in the area. When the sex offender registers, the local police are required to notify the Superintendent of Schools, and the Superintendent, in turn, is required to send a notice to school principals.

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

VENDOR shall screen its work-forces to ensure that a Registered Sex Offender does not perform work at a county public school and also ensure that a subcontractor and independent contractor conducts screening of its any personnel whose work may involve entering school property. The term "work force" is refers to all of the VENDOR's employees and to subcontractors and/or independent contractors VENDOR engages to perform work required by the Agreements. This is a material provision of the Agreements with VENDOR and violation of this provision may cause HCPSS to take action against VENDOR up to and including termination of the Agreements.

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

VENDOR shall submit to HCPSS a listing of any employees assigned to perform work under the Agreements and shall certify that the necessary criminal history records checks have been



conducted and that each employee complies with the requirements.

- T. **Governing Law:** The Agreements shall be governed by and construed in accordance with the laws of Maryland, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to the Agreements shall be brought solely in the appropriate Maryland Court.
- U. **Compliance:** In addition to complying with the confidentiality requirements herein and the Maryland Code sections cited above, VENDOR shall ensure that it complies with federal and state laws protecting the privacy of employee personnel records, including an employee's personal information included in the definition of "personal information" in the General Provision Article, Section 4-101.
- V. **Monitoring:** VENDOR agrees to allow CLIENT the ability to audit VENDOR's use of CLIENT data to ensure compliance with the terms of the Agreements.
- W. **Indemnification:** VENDOR agrees to indemnify and hold harmless CLIENT, and its members, trustees, employees, agents, officers, and officials, from and against any and all liabilities, taxes, tax penalties, interest, losses, penalties, damages, and expenses of any kind, nature, or character, including costs and attorney fees, arising out of or relating to any and all claims, liens, damages, obligations, actions, suits, judgments, settlements, or causes of action in connection with or arising out of the acts or omissions of either Party or its employees, subcontractors, or agents under the Agreements. This provision expressly applies to, but is not limited in application to, matters and circumstances involving or implicating the unauthorized use of any trade secrets, or United States patent or copyright infringement, or any liability resulting from the unauthorized disclosure of PII or Confidential Information, or a breach of the obligations contained in this Data Sharing Agreement, including those obligations set forth in paragraph S above. The indemnities set forth herein will survive the expiration or termination of the Agreements.

CLIENT agrees to indemnify and hold harmless VENDOR, and its members, trustees, employees, agents, officers, and officials, from and against any and all liabilities, taxes, tax penalties, interest, losses, penalties, damages, and expenses of any kind, nature, or character, including costs and attorney fees, arising out of or relating to any and all claims, liens, damages, obligations, actions, suits, judgments, settlements, or causes of action arising out of the intentional or malicious acts of CLIENT or its employees, subcontractors, or agents under the Agreements. This provision expressly applies to, but is not limited in application to, matters and circumstances involving or implicating the unauthorized use of any trade secrets, or United States patent or copyright infringement or any liability resulting from the unauthorized disclosure of PII or Confidential Information or a breach of the obligations contained in this Data Sharing Agreement. Nothing herein shall be construed to abrogate, impair or waive any defense, liability or damages limitation, or governmental immunity of the Howard County Public School System, the Board of Education of Howard County, or their officers and employees pursuant to Maryland law or otherwise. The indemnities set forth herein will survive the expiration or termination of the Agreements.

## Attachment E

### **STUDENT DATA SHARING AGREEMENT**

#### **Amendment to Terms of Service**

#### **APPLICABLE TO HOWARD COUNTY PUBLIC SCHOOL SYSTEM USERS/MEMBERS**

HCPSS, as a Government entity, is required when entering into agreements with other parties to follow all applicable laws and regulations, including those related to data privacy and security; accessibility; and records retention. Accordingly, the Terms of Service (TOS) are hereby modified by this Amendment as they pertain to HCPSS's use of the Company's Site and/or Services.

- G. **Definition of "CLIENT Data":** CLIENT Data include all Personally Identifiable Information (PII) and other non-public information. CLIENT Data include, but are not limited to, student data, metadata, and user content.
- H. **Data Collection and Use:** VENDOR will collect and use CLIENT Data only for the purpose of fulfilling its duties and providing services under this Agreement, and for improving services under this Agreement.
  - 1. **Specific Data Shared Under this Agreement**
    - i. Xxx
    - ii. Yyy
    - iii. Zzz
- I. **Education Records:** If VENDOR will have access to "education records" as defined under the Family Educational Rights and Privacy Act (FERPA) (34 CFR Part 99), the VENDOR acknowledges that for the purpose of this Agreement it will be designated as a 'school official' with 'legitimate educational interests' and will use the data only for the purpose of fulfilling its duties under this Agreement. VENDOR agrees to indemnify and hold harmless the Board of Education of Howard County for any damages or costs, including reasonable attorney's fees, associated with any act or omission by VENDOR, its agents and employees concerning its FERPA obligations under this section.
- J. **Obligation of Confidentiality:** In performing services under this Agreement, VENDOR and CLIENT may be exposed to and will be required to use certain "Confidential Information", as defined below. VENDOR and CLIENT along with their employees, agents or representatives will not, use, directly or indirectly, such Confidential Information for purposes other than the purposes outlined in this Agreement.
- K. **Definition of Confidential Information:** "Confidential Information" means information, not generally known, and proprietary to the VENDOR or CLIENT or to a third party for whom the VENDOR or CLIENT is performing work, including, without limitation, information concerning any patents or trade secrets, confidential or secret designs, processes, formulae, source codes, plans, devices or material, research and development, proprietary software, analysis, techniques, materials or designs (whether or not patented or patentable), directly or indirectly useful in any aspect of the business of the VENDOR or CLIENT. Confidential Information includes all information which VENDOR or CLIENT acquires or becomes acquainted with during the period of this Agreement, whether developed by VENDOR, CLIENT or others, which VENDOR or CLIENT has a reasonable basis to believe to be Confidential, such as data that is personally identifiable to an individual student and information within the definition of "Education Record." The parties agree that the following will be treated as "Confidential Information": (i) all database information ("Data") provided by or on behalf of CLIENT to VENDOR; (ii) all information provided by

VENDOR to CLIENT pertaining to the Services; (iii) all information which is labeled as such in writing and prominently marked as "Confidential," "Proprietary" or words of similar meaning by either party; or (iv) business information of a party which a reasonable person would understand under the circumstances to be confidential.

- L. **Maintenance of Confidentiality:** Any Confidential Information acquired or received by either party (the "Recipient") in the course of this Agreement will not be disclosed or transferred to any person or entity other than to employees of a party and, as to VENDOR, for the purpose of performing its obligations under this Agreement. Confidential Information received under this Agreement will be treated with the same degree of care and security as each party uses with respect to its own Confidential Information, but not less than a reasonable degree of care. The parties agree to use Confidential Information only for the purpose of performance of this Agreement and to make no copies except as necessary for performance of this Agreement. Any such confidential information and copies thereof made by a party, or any representative of a party, shall be completely and promptly destroyed at the conclusion of contract performance subject to paragraph F.2 below.
1. Each party acknowledges that unauthorized disclosure or use of the Confidential Information by a party may irreparably damage the other party in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any Confidential Information shall give the owner the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys' fees). Each party hereby waives the posting of a bond with respect to any action for injunctive relief.
  2. Upon termination or completion of the Services hereunder, upon request of CLIENT, VENDOR will deliver to CLIENT (in a VENDOR format) the CLIENT's Confidential Information as housed in the VENDOR production database(s), provided that VENDOR may maintain archival copies for audit purposes and dispute resolution purposes and VENDOR may retain copies of Confidential Information on back-up media in which such Data is co-resident with other employment and income data. VENDOR shall remain under its contractual obligation of confidentiality and security to CLIENT and such obligations shall survive termination of the Agreement. This Section shall survive the termination of this Agreement.
- M. **Data De-Identification:** VENDOR may use de-identified CLIENT Data for product development, research, or other internal purposes. De-identified CLIENT Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location information, and school ID. Furthermore, VENDOR agrees not to attempt to re-identify de-identified CLIENT Data.
- N. **Data Mining, Marketing and Advertising:** Except as indicated in Section G above, VENDOR is prohibited from mining CLIENT Data for any purposes other than those agreed to by the parties. Data Mining DOES NOT include deploying data analytics to deliver **Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited. Any and all forms of advertisement, directed towards children, parents, guardians, or District Employees will be strictly prohibited unless allowed with express written consent of the District.**
- O. **Modification of Terms of Service:** VENDOR will not change how CLIENT Data are collected, used, or shared under the terms of this Agreement in any way without advance notice to and specific and informed written consent from the CLIENT. This Agreement is the entire agreement between the CLIENT (including all District end users) and the VENDOR. All other agreements or understandings, whether electronic, click-through,

verbal or in writing, with District Employees or other End Users shall be null and void.

- P. **Data Sharing:** VENDOR will not share CLIENT data, including de-identified data, with or disclose it to any third party without prior specific and informed written consent of the CLIENT, except as required by law.
- Q. **Data Storage:** CLIENT Data will not be stored outside of the United States without prior, specific and informed written consent from the CLIENT.
- R. **Terms, Data Transfer, Survival and Destruction:** The CLIENT may immediately terminate the Agreement if the CLIENT determines the VENDOR has breached this Agreement. The Agreement will automatically terminate at the expiration date. However, the VENDOR's obligations shall survive termination of this Agreement until ALL CLIENT Data has been returned and/or securely removed or destroyed. VENDOR will ensure that all Data in its possession and in the possession of any subcontractors, or agents to which the VENDOR may have transferred Data, are destroyed or transferred as specified by the CLIENT, except as provided in F.2 above.
- S. **Rights and License in and to Data:** All goods, products, materials, documents, reports, writings, video images, photographs, papers and intellectual property of any nature including software or computer images prepared by the VENDOR (or subcontractors) for the CLIENT or from client-provided material will not be disclosed to any other person or entity and remains the property of the school system. All student produced work remains the property of that student. The VENDOR has a limited, nonexclusive license to the data described herein solely for the purpose of performing its obligations as outlined in the Agreement. This Agreement does not give VENDOR any rights, implied or otherwise, to Data, content, or intellectual property, except as expressly stated in the Agreement, including any right to sell or trade Data.
- T. **Access:** Except as otherwise expressly prohibited by law, the VENDOR will immediately notify the CLIENT of any subpoenas, warrants, or other legal orders, demands or requests, including Audits, and governmental requests and demands, received by the VENDOR seeking CLIENT Data. If the CLIENT receives a similar request, the VENDOR will promptly supply the CLIENT with copies of records or information required by the CLIENT to respond.
- U. **Security Controls and Risk Management:** VENDOR will store and process CLIENT Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to: 1) ensure the security and confidentiality of PII and Confidential Information; 2) protect against any anticipated threats or hazards to the security or integrity of Confidential Information; 3) protect against unauthorized access to or use of Confidential Information that could result in substantial harm or inconvenience to any customer or to any client employee and/or student; and 4) dispose of PII and Confidential Information in a secure manner.
  - 1. To comply with the safeguard obligations generally described above, VENDOR has (a) designated an employee to coordinate its information security program, (b) identified reasonably foreseeable internal and external risks to the security, confidentiality, and integrity of CLIENT Information that could result in the unauthorized disclosure, misuse, alteration, destruction, or other compromise of such information, and assessed the sufficiency of any safeguards in place to control these risks, and (c) designed and implemented information safeguards to control the risks identified through the risk assessment, and regularly tests or otherwise monitors the effectiveness of safeguards' key controls, systems and procedures.

2. VENDOR will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. VENDOR will also have a written incident response plan, to include prompt notification of HCPSS in the event of a security or privacy incident, as well as best practices for responding to a breach of PII. VENDOR agrees to share its incident response plan upon request.
- V. **Data Breaches:** VENDOR shall notify CLIENT in writing as soon as commercially practicable, however no later than forty-eight (48) hours, after VENDOR has either actual or constructive knowledge of a breach which affects CLIENT's Data (an "Incident") unless it is determined by law enforcement that such notification would impede or delay their investigation. VENDOR shall have actual or constructive knowledge of an Incident if VENDOR actually knows there has been an Incident or if VENDOR has reasonable basis in facts or circumstances, whether acts or omissions, for its belief that an Incident has occurred. The notification required by this section shall be made as soon as commercially practicable after the law enforcement agency determines that notification will not impede or compromise the investigation. VENDOR shall cooperate with law enforcement in accordance with applicable law provided however, that such cooperation shall not result in or cause an undue delay to remediation of the Incident. VENDOR shall promptly take appropriate action to mitigate such risk or potential problem at VENDOR's expense. In the event of an Incident, VENDOR shall, at its sole cost and expense, fully restore the Confidential Information, including, without limitation any and all Data, and institute appropriate measures to prevent any recurrence of the problem as soon as is commercially practicable.
- W. **Employee and Subcontractor Qualifications:** VENDOR shall ensure that its employees and all subcontractors who have potential access to CLIENT Data have undergone appropriate background screening and possess all needed qualifications to comply with the terms of this Agreement. Further, all employees and subcontractors are subject to the same FERPA compliance in relation to the 'school official' designation, and should receive training that the re-disclosure of PII and/or Confidential Information will violate federal and state laws and may result in criminal and/or civil penalties.
- X. **Sex Offender Requirement:** Maryland law requires certain sex offenders to register with the local law enforcement agency; See Maryland Annotated Code, Criminal Procedure Article, §11-704. One of the purposes of this law, is to inform school systems when a Registered Sex Offender is residing or working in the area. When the sex offender registers, the local police are required to notify the Superintendent of Schools, and the Superintendent, in turn, is required to send a notice to school principals.

As a contractor working for Howard County Public School System (HCPSS), we require that you do not employ Registered Sex Offenders to work on projects for our school system if they, as a result, are required to perform delivery, installation, repair, construction or any other kind of services **on HCPSS property**. Further, Maryland Law that became effective June 22, 2006, requires that any person who enters a contract with a county board of education or a non-public school "may not knowingly employ an individual to work at a school" if the individual is a registered sex offender; See §11-722 Criminal Procedure Article. An employer who violates this requirement is guilty of a misdemeanor and if convicted may be subject to up to five years imprisonment and/or a \$5,000 fine.

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

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

The Contractor shall submit to HCPSS a listing of any employees assigned to perform under this agreement and certify that the necessary criminal history records checks have been conducted and that each employee complies with the requirements.

- Y. **Governing Law:** This agreement shall be governed by and construed in accordance with the laws of Maryland, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the appropriate Maryland Court. VENDOR will comply with Maryland Education Code ANN. § 4-131, "Operators of School Internet Web sites, Online Services, Online Applications, and Mobile Applications." VENDOR agrees to be bound as an "operator" under the law regardless of the VENDOR's exemptions that may exist in Maryland Education Code ANN. § 4-131(a)(3).
- Z. **Compliance:** In addition to complying with FERPA and the Maryland Education Code cited above, the VENDOR shall ensure that its products/services comply with the Federal Protection of Pupil Rights Act (34 CFR Part 98), the Federal Children's Internet Protection Act (47 CFR 54.520), and the Federal Children's Online Privacy and Protection Act (16 CFR Part 312).
- AA. **Monitoring:** The VENDOR agrees to allow the CLIENT the ability to audit the VENDOR's use of CLIENT data to ensure compliance with the terms of this agreement.
- BB. **Indemnification:** VENDOR agrees to indemnify and hold harmless CLIENT, and its members, trustees, employees, agents, officers, and officials, from and against any and all liabilities, taxes, tax penalties, interest, losses, penalties, damages, and expenses of any kind, nature, or character, including costs and attorney fees, arising out of or relating to any and all claims, liens, damages, obligations, actions, suits, judgments, settlements, or causes of action of every kind, nature, or character, in connection with or arising out of the acts or omissions of either Party or its employees, subcontractors, or agents under this Agreement. This provision expressly applies to, but is not limited in application to, matters and circumstances involving or implicating the unauthorized use of any trade secrets, or United States patent or copyright infringement or any liability resulting from the unauthorized disclosure of PII or Confidential Information or a breach of the obligations contained in this Data Sharing Agreement, including those set forth in paragraph R above. The indemnities set forth herein will survive the expiration or termination of this Agreement.

CLIENT agrees to indemnify and hold harmless VENDOR, and its members, trustees, employees, agents, officers, and officials, from and against any and all liabilities, taxes, tax penalties, interest, losses, penalties, damages, and expenses of any kind, nature, or character, including costs and attorney fees, arising out of or relating to any and all claims, liens, damages, obligations, actions, suits, judgments, settlements, or causes of action of every kind, nature, or character, arising out of the intentional or malicious acts of CLIENT or its employees, subcontractors, or agents under this Agreement. This provision expressly applies to, but is not limited in application to, matters and circumstances involving or implicating the unauthorized use of any trade secrets, or United States patent or copyright infringement or any liability resulting from the unauthorized disclosure of PII or Confidential Information or a breach of the obligations contained in this Data Sharing Agreement. The indemnities set forth herein will survive the expiration or termination of this Agreement.

**APPENDIX F**

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM**

**RFP NO.:** \_\_\_\_\_

**TECHNICAL PROPOSAL DUE DATE:**

**RFP FOR:** \_\_\_\_\_

**NAME OF OFFEROR: \_\_ ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

The undersigned, hereby acknowledges the receipt of the following addenda:

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

As stated in the RFP documents, this form is included in our Technical Proposal.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

## ATTACHMENT G - Bid/Proposal Affidavit

### A. AUTHORIZED REPRESENTATIVE I

HEREBY AFFIRM THAT:

I am the (title)\_\_\_\_\_ and the duly authorized representative of (business)\_\_\_\_\_  
\_\_\_\_\_ and that I possess the legal authority to make this Affidavit on  
behalf of myself and the business for which I am acting.

### B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

#### B-1. Certification Regarding Minority Business Enterprises.

The undersigned bidder hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, §14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a Contractor may not identify a certified minority business enterprise in a bid or proposal and:

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or
- (4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid.

### C. AFFIRMATION REGARDING BRIBERY CONVICTIONS I FURTHER

AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining



or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

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D. AFFIRMATION REGARDING OTHER CONVICTIONS I FURTHER

AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

(1) Been convicted under state or federal statute of:

(a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or

(b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)–(5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or

(9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1)–(8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

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E. AFFIRMATION REGARDING DEBARMENT I FURTHER

AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

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F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES I FURTHER AFFIRM

THAT:

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

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G. SUB-CONTRACT AFFIRMATION I FURTHER

AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION I FURTHER

AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the

bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. FINANCIAL DISCLOSURE AFFIRMATION I FURTHER

AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches

\$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION I FURTHER

AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101—14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

K. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.

(2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

(i) The dangers of drug and alcohol abuse in the workplace;

(ii) The business' policy of maintaining a drug and alcohol free workplace;

- (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
- (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §K(2)(b), above;
- (h) Notify its employees in the statement required by §K(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
  - (i) Abide by the terms of the statement; and
  - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
- (i) Notify the procurement officer within 10 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
- (j) Within 30 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
  - (i) Take appropriate personnel action against an employee, up to and including termination; or
  - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
- (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §K(2)(a)—(j), above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §K(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
- (4) I acknowledge and agree that:
  - (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
  - (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
  - (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic) (foreign) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

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

\_\_\_\_\_  
(If not applicable, so state).

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

M. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

N. Repealed.

O. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

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

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

By: \_\_\_\_\_

(Authorized Representative and Affiant)

**STANDARD CONTRACT**

**Attachment H**

**AGREEMENT FOR PROFESSIONAL SERVICES**

AGREEMENT # \_\_\_\_\_

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2017, by and between the Board of Education of Howard County (hereinafter referred to as the "Board") and \_\_\_\_\_, (hereinafter referred to as the "Consultant").

**RECITALS**

WHEREAS, the Consultant submitted a proposal to RFP # issued by the Board and has been selected to perform \_\_\_\_ (scope) \_\_\_\_\_ services in accordance with the terms and conditions expressed in the RFP;

WHEREAS, the Board desires the Consultant to perform certain work and services, on the terms and conditions herein set forth and the Consultant is ready, willing, and able to perform such work and services; and

WHEREAS, this Agreement shall be administered by the Project Manager or such other persons designated by The Board of Education; and

NOW, THEREFORE, in consideration of the premises contained herein and the promises each to the other made, the parties hereby agree as follows:

**ARTICLE I - CATEGORY OF WORK AND SERVICES**

The work and services to be performed by the Consultant shall be in accordance with the following documents:

RFP # \_\_\_\_\_  
Proposal Response per dated \_\_\_\_\_.

**ARTICLE II - TERMS AND CONDITIONS**

Consultant agrees to perform the work and services required under this Agreement in accordance with RFP # \_\_\_\_\_ whose general terms, conditions and specifications and General Provisions for Professional Services are incorporated herein by reference.

**ARTICLE III - TERM OF AGREEMENT**

The term of agreement shall begin on the date indicated above and continue for a period of one year commencing on \_\_\_\_\_ and terminating \_\_\_\_\_. The agreement may be extended an additional four (4) one year periods subject to funding.

**ARTICLE IV - PAYMENTS AND SCHEDULE OF PAYMENTS**

(1) The Consultant shall receive his full compensation for all work and services performed according to conditions outlined in the solicitation.

(2) Payment shall be made in three installments upon submission of an invoice.

**ARTICLE V- INSURANCE**

The Consultant agrees to and has complied with the insurance requirements set forth in the RFP.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above-written.

WITNESS: BOARD OF EDUCATION OF HOWARD  
COUNTY

By: \_\_\_\_\_(SEAL)  
Cynthia L. Vaillancourt, Chairman  
Board of Education of Howard County

APPROVED: By: \_\_\_\_\_(SEAL)  
Michael J. Martirano, Interim Superintendent  
Howard County Public School System

WITNESS: By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Typed Title  
\_\_\_\_\_  
Company Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
City, State Zip  
\_\_\_\_\_  
Telephone Fax