



Office of Purchasing
10910 Clarksville Pike (MD Route 108)
Ellicott City, Maryland 21042-6198
(410) 313-6644, fax (410) 313-6789

February 3, 2020

To All Employee Assistance Providers (EAP):

The Howard County Public School System (HCPSS) invites your submittals to provide an Employee Assistance Program (EAP) through an independent agency as a service to staff members and their immediate *family* according to Request for Proposals (RFP) No.029.20.B1. Submittals shall be accepted at the Howard County Department of Education, Purchasing Office, 10910 Clarksville Pike (MD Route 108), Ellicott City, Maryland 21042, until **3:00 p.m. February 28, 2020**.

Late submittals will not be considered. It is the responsibility of each Offeror to ensure that its submittal is delivered to the proper place prior to the scheduled closing date and time.

Copies of the RFP may be obtained from the HCPSS website at <https://purchasing.hcpss.org/business-opportunities> or by contacting the Purchasing Office at the address above or by calling (410) 313-6722. Organizations obtaining the RFP from the website are encouraged to review that website frequently to learn of any changes that may be made in the RFP.

A pre-submission conference will be held **February 10, 2020 at 3:00 p.m.**, at the Department of Education, 10910 Clarksville Pike (MD Route 108), Ellicott City, MD 21042. Howard County Public School System staff will explain the scope of work and answer questions that will assist in the preparation of submittals. Attendance is not mandatory; however, it is strongly encouraged. In order to assure adequate space, Offerors interested in attending the pre-submission conference should advise the Purchasing Office of the number of persons who will represent their firm no less than 48 hours prior to the conference. For those interested in participating in the conference, but are unable to attend, a telephone call-in will be provided. Please call 866 822-3851, pass code 9088769 to join the meeting.

The Howard County Public School System reserves the right to reject in whole or in part any or all submittals.

Sincerely,

A handwritten signature in black ink, appearing to read "D Pindell".

Douglas Pindell
Director of Purchasing

REQUEST FOR PROPOSALS

FOR AN

EMPLOYEE ASSISTANCE PROGRAM

RFP No. 029.20.B1

Howard County Public School System
10910 Clarksville Pike (MD Route 108)
Ellicott City, Maryland 21042

February 3, 2020

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PART I GENERAL INFORMATION

1.1 Purpose

The Howard County Public School System (HCPSS) provides an Employee Assistance Program through an independent agency as a service to staff members and their immediate *families*. The HCPSS Employee Assistance Program is integrated with existing health benefits offered to employees and acts as a referring agency to the individual employee regarding access to health benefits covering medical, behavioral, addiction and other related problems.

1.2 Background

In 1981 the Howard County Public School System established an employee counseling program in order to provide a comprehensive employee evaluation and referral service. The goals of the program were to assist the educational system with the acknowledged costs of an employee through evaluation and referral services, and to provide quality assessment, diagnostic interviews and referral services for employees and their families to address their personal concerns. Accessibility and confidentiality were key components of the service. A recommendation in April 2000 from a yearlong review on the needs of support programs for employees of the Howard County Public School System recommended a change in name to 'Employee Assistance Program' (EAP) as well as a focus on short term treatment for self or supervisor-referred staff, and to include additional services such as legal, financial, consultation on elder care /child care etc.

The Howard County Public School System (HCPSS) currently has approximately 55,000 students in 77 schools and is located between the metropolitan areas of Baltimore, Maryland and Washington, DC. While it is a suburban system in many respects, parts of it are becoming more urbanized with an influx of students and families from the two major metropolitan areas, many of them coming because of the outstanding reputation of the school system. The Howard County Public School System is sixth in size of the 24 school systems in the state of Maryland. Approximately 8800 employees serve the needs of the students and parents of the system. The HCPSS has maintained its place as one of the top systems in the United States.

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 includes a summary of the approved Fiscal 2020 Operating Budget. This website may be accessed at www.hcpss.org.

Thus, the primary objectives for a contract with a provider of an Employee Assistance Program are:

- to help retain the services of employees, and
- to aid in supporting employees, and
- to provide assistance for employees whose personal issues may distract from job performance, and

1.3 Services Supplied by HCPSS

HCPSS will provide through multimedia information systems (brochures, posters, presentations, webinars, website information and/or links):

- An orientation for all new employees
- Information sessions for ALL staff on the self-referral process and other conditions for accessing EAP
- Training to administrators/supervisors on procedures for referrals to EAP

HCPSS reserves the right to identify the data needed from the Contractor to complete a comprehensive accounting of the program's services. This could include, but not be limited to, employee and dependent cases opened, number of supervisory case consultations, follow-up services provided to clients and supervisors, and training activities. A method of identifying service completion rate by employees, including, but not limited to, Customer Satisfaction Surveys, will be identified through an agreement between HCPSS and the Contractor.

1.4 Contractor Requirements

The Howard County Public School System and the selected contractor shall negotiate a contract that shall have an initial term of three years on July 1, 2020 and shall terminate on June 30, 2023. Thereafter HCPSS will have the option to unilaterally extend the agreement for two additional one-year terms ending on June 30, 2025. Either party may terminate this agreement on a thirty (30) day written notice to the other party.

The agreement shall be administered by the Superintendent or his designee. Contractor shall designate an individual having authority to act on behalf of the Contractor. A list of school system personnel authorized by the superintendent/designee to request Contractor's services will be transmitted in a timely manner. Signatures of authorizing personnel will be provided to the Contractor for verification purposes.

The Contractor will provide the Identified Service Delivery Priorities, as listed below. This includes a semi-annual report on employee and administrator/supervisor utilization rates and satisfaction with the services. Each report will also identify the connection between the Contractor's services and the school system's mission and goals.

The Contractor and all employees of the Contractor shall adhere to all policies, regulations, procedures and directives of the Board of Education and/or the superintendent/designee.

1.5 Description of Services

The Employee Assistance Program will be contracted to provide comprehensive support services to employees of the Howard County Public School System in a manner that is consistent with the standards and ethics prescribed by the National Association of EAP Providers. Quality of service for employees is the highest priority and will take priority of the types of services to be contracted by a potential provider. Service is to be provided in a manner that assures both accessibility and confidentiality for employees. APPENDIX E, Data Sharing Agreement outlines the conditions regarding data applicable to the services. As appropriate, the contractor shall identify a connection between EAP services and the school system's organizational goals.

Identified Service Delivery Priorities:

- Offer work/life assistance in the areas of prenatal care, child care, parenting, emergency care, elder resources and at-risk adolescents.
- Provide critical incident response counseling to address issues resulting from traumatic events such as employee grief and loss, chronic illness, and natural disasters.
- Provide counseling around additional issues including career coaching, relationship counseling, depression assistance, legal consultation, financial coaching and tax consultation.
- Provide a 24 hour crisis "hotline" that is staffed with mental health professionals for assessment and referral services
- Provide counseling services by qualified mental health providers for up to six (6) face to face sessions for employees and/or *family members*:
 - To include identification, assessment, and short-term treatment services for self-referred employees,
- Provide 'same day' emergency appointments for employees, administrators, and/or supervisors making viable requests
- Provide immediate assistance in the form of consultation for administrators and/or supervisors of HCPSS
- Provide on-going consultation and assistance for staff in administrative and/or supervisory roles with the HCPSS
- Provide monthly reports to share information such as, utilization rates, data on employee satisfaction with EAP, and administrator/supervisor satisfaction with EAP services.
- Annually, provide a minimum of 40 hours of onsite training and seminars for employees / supervisors / Crisis Response Services as coordinated with the HCPSS Benefits Office.
- Annually, provide pamphlets (minimum 30 each for elementary schools, 60 each for middle schools, 90 each for high schools and 60 each for satellite offices) and posters (minimum two

each for all schools / satellite offices), Additional pamphlets / posters may be requested as needed throughout the year.

- Quarterly, provide the Office of Human Resources with printed and electronic materials to help promote the use of the EAP.
- Annually, provide a minimum of 40 hours of onsite training and/or wellness seminars to promote proactive health practices and address common personal or work-related concerns.
- Annually, participate in Benefits Open house events, job fairs and district gatherings, as requested by HCPSS.

1.6 Contact

Questions concerning this RFP must be in writing and addressed to Douglas Pindell, Director of Purchasing, HCPSS. Upon issuance of this RFP, other employees and representatives of HCPSS will not answer questions or otherwise discuss the contents of this RFP with any potential respondents or their representatives. Failure to observe this restriction may result in disqualification of any subsequent submittal. This restriction does not preclude discussions unrelated to this RFP.

1.7 Respondent Understanding of RFP

By submitting a signed submittal, a respondent represents that it fully understands this RFP and will abide by its terms and conditions, including those appearing as Attachment A to this RFP and the HCPSS Standard Contract that appears as Attachment B to this RFP. No exceptions, amendments, or deviations from this RFP will be allowed in any submittals unless agreed to in writing and raised by the Contractor prior to or during the pre-submittal conference. Unauthorized exceptions, amendments, or deviations in the response may result in disqualification of the submittal.

1.8 Deadline for Submission of Responses

To be considered, submittals must be received in the issuing office the date and time specified in cover page of this RFP. See Section 1.10 of this RFP for delivery address. HCPSS prefers hand or overnight delivery. Faxed or electronic responses are not acceptable.

1.9 Right to Amend, Modify or Withdraw RFP

HCPSS reserves the right, in their sole discretion, to amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a Contract, if it is in the best interest of HCPSS to do so. The decision of HCPSS shall be administratively final in this regard.

1.10 Issuing Office

HCPSS is the Issuing Office and the sole point of contact for the RFP. HCPSS is the only office authorized to clarify, modify, amend, alter, or withdraw the specifications, terms, and conditions of this RFP and any contract awarded as a result of this RFP. **All communications concerning this procurement must be in writing and addressed to:**

Douglas Pindell,
Director of Purchasing
Howard County Public School System
10910 Clarksville Pike (MD Route 108), Ellicott City, Maryland 21042
Email: douglas_pindell@hcpss.org
Phone: 410 313-6722 Fax: 410 313-6789

Written questions must be received prior to or no later than the pre-submittal conference. HCPSS will make every effort to provide a timely, written response to questions.

1.11 Public Information Act Notice

Following the award and execution of the Contract, responses to this RFP are subject to release as public information unless HCPSS has determined that parts of the submittal are confidential. It is

recommended that respondents consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information.

In the event HCPSS receives a public information request for records related to this RFP, the school system may contact respondents if it believes a portion of this submittal could be considered confidential under the Maryland Public Information Act or other applicable state and federal law. Once contacted, respondents will be asked to submit in writing specific detailed reasons, including any relevant legal authority, stating why it believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. Final decisions for releasability are the responsibility of HCPSS based on available information at the time of receipt of the public information request.

Transparency in the use of public funding is fundamental to HCPSS operations. Prior to the award of bids and contracts, the Board of Education of Howard County reviews and approves cost to be incurred by the school system – therefore, respondents should be aware that submission to this RFP may subject your pricing offer to release in a public forum. Additionally, pricing and payments made by HCPSS under the resulting Contract may also become subject to release as public information. HCPSS may consider both the ability to obtain necessary pricing from future respondents as well as the potential to cause harm to the competitive position of respondents in determining release of pricing detail.

1.12 Written Questions and Official Responses

Inquiries concerning this RFP must be in writing and received by the Issuing Office specified in Section 1.10 no later than the date and time specified on the cover page of this RFP. Telephone inquiries will not be accepted. Questions may be submitted by fax. Responses to inquiries of a general nature will be distributed to all entities filing a letter of intent to submit a submittal. Responses to inquiries of a specific nature will be provided only to the requester. HCPSS reserves the right, in its sole discretion, to determine whether a request is of a general or specific nature.

If a respondent discovers any ambiguities, conflicts, discrepancies, exclusionary specifications, omissions, or other errors in this RFP, respondent must immediately notify the Issuing Office. If a respondent fails to so notify the Issuing Office, such respondent submits a response at its own risk and under such conditions. If such respondent is awarded a contract, then it is not entitled to additional compensation, relief, or time by reason of the error or its later correction.

1.13 Time

The times stated in this document refer to the Eastern Time Zone. Unless otherwise stated in this document, the applicable time deadline will be 3:00 p.m. on the date specified.

HCPSS' regular office hours are 8:30 a.m. to 4:30 p.m., Monday through Friday, except for holidays.

1.14 Copies

Respondents must submit one (1) signed original and four (4) copies of their submittals. Respondents must include copies of respondents' cost proposals in their submittal.

PART II

SUBMITTAL FORMAT

2.1 Introduction

Submittals must be organized as described in Section 2.2 below. Submittals not organized in this manner are subject to disqualification. Conciseness and clarity of content are emphasized and encouraged. Vague and general submittals will be considered non-responsive and disqualified. Submittals must be complete; failure to include all required information may result in disqualification. Submittal pages must be numbered and contain an organized, paginated table of contents corresponding to the sections and pages of the submittal.

2.2 General Organization of Submittal Contents

Submittals must be organized as follows:

- a. Transmittal Letter
- b. Executive Summary
- c. Table of Contents
- d. Submittal Information
- e. Cost Proposal
- f. Affirmative Action Certification (See Section 2.6.2)
- g. Subcontractor Information, if applicable (See Section 2.6.1)

2.3 Transmittal Letter

Respondents must submit with their submittals a transmittal letter that identifies the entity submitting the submittal, all principals, and includes a commitment by that entity to provide the services required by HCPSS. The transmittal letter must state that the submittal is valid for **90 days from the deadline for delivery of submittals. Any submittal containing a term of less than 90 days for acceptance from this deadline will be rejected as non-responsive.**

The transmittal letter must be signed by a person legally authorized to bind respondent to the representations in the response. In the case of a joint submittal, each party must sign the transmittal letter. Respondent also must indicate, in its transmittal letter, why it believes it is the most qualified respondent to provide the requisite services.

The transmittal letter must include a statement of acceptance of the terms and conditions as specified in Appendix A of this RFP and of the contract resulting from this RFP (a copy of the HCPSS Standard Contract appears as Appendix B. If a respondent takes exception to any of the proposed terms and conditions stated in Appendix A or the Standard Contract that appears as Appendix B of this RFP; those exceptions must be noted in the transmittal letter; however, failure to accept those terms and conditions may result in disqualification of the submittal. Respondents are encouraged to submit any questions with regard to terms and conditions and the Standard Contract prior to the deadline set on the cover page of this RFP for the submission of questions.

2.4 Executive Summary

Respondents must provide an executive summary of their submittals and represent that respondents' submittals address all of the requirements of this RFP. The executive summary must not exceed three pages, and must represent a full and concise summary of the contents of the submittal. The executive summary must not include any information concerning the cost of the submittal. Respondents must identify any services that are provided beyond those specifically requested. If respondent is providing services that do not meet the specific requirements of this RFP, but in the opinion of respondent are equivalent or superior to those specifically requested, any such differences must be noted in the executive summary. However, failure to provide the services specifically required may result in disqualification of the submittal.

2.5 Table of Contents

Each submittal must be submitted with a table of contents that clearly identifies and denotes the location of each title and subtitle of the submittal. The table of contents must also clearly identify and denote the location of all enclosures of the submittal. The table of contents must follow the RFP's structure as much as is practical.

2.6 Respondent Identifying Information

Each respondent must provide the following identifying information:

- a. name and address of business entity submitting the submittal;
- b. all principals;
- c. type of business entity (i.e., corporation, partnership);
- d. state of incorporation or organization and principal place of business;
- e. name and location of major offices, plants, and other facilities that relate to respondent's performance under this RFP;
- f. name, address, business and home telephone number, and fax number of respondent's principal contact person regarding the Contract;
- g. respondent's Federal Employer Identification Number;
- h. full name and address for each member, partner, and employee of respondent (and any subcontractors) who will perform services on this project; and
- i. statement regarding the financial stability of respondent, including the ability of respondent to perform the requisite services and additional services included in its response. The most recent audited financial statement of the respondent's organization may be requested by HCPSS.

2.6.1 Subcontractor Information

Respondent must provide statements from each of its proposed subcontractors, signed by an individual authorized to legally obligate each subcontractor, attesting to the fact that it will provide the services as represented in the submittal.

Subcontractors are required to submit ownership information similar to that required of respondents in Section 2.6 above. Respondent must disclose, at HCPSS request, any information regarding subcontractors.

2.6.2 Equal Employment Opportunity Practices

HCPSS is committed to assisting firms that are majority owned by minorities and women. A respondent must state in its submittal whether it is majority owned by minorities and/or women.

Respondents are expected to make every effort to meet or exceed the goal of 25 percent participation by organizations majority owned by Native American/Alaskans, Asian/Pacific Islanders, Blacks, Hispanics, persons with disabilities, and/or women.

2.6.3 Conflict of Interest

Each respondent must disclose any existing or potential conflict of interest relative to the performance under the Contract. Examples of potential conflicts may include an existing business or personal relationship between respondent, its principal, or any affiliate or subcontractor, with HCPSS or any other entity or person involved in any way in the Contract. Similarly, any personal or business relationship between respondent, the principals, or any affiliate or subcontractor, with any employee of HCPSS or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with HCPSS employees may be cause for contract termination. HCPSS reserves the right, in its sole discretion, to determine if an actual or perceived conflict should result in submittal disqualification.

Each respondent must reveal any past or existing relationship between respondent, its principal, employees, or any affiliate or subcontractor, with any state agency, entity, state employee, or other

person in any way involved in the state's procurement and/or contracting processes. HCPSS reserves the right, in its sole discretion, to determine if such relationship constitutes a conflict of interest.

In submitting a submittal, a respondent affirms that it has not given, nor intends to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement.

Additionally, by submitting a submittal, respondent represents and warrants that if awarded the Contract, the review would not put respondent in a position of having to review and/or evaluate its own work in a past consulting or business engagement with the system. In any event, such existing and/or past relationships with the system must be disclosed in the submittal.

By submitting a submittal the respondent agrees that, if selected, the Contractor will be independent and not be unduly influenced by any group or individuals, public or private, to include the HCPSS, Maryland State Department of Education, Maryland State Government, or any of its respective employees, members, or representatives.

2.7 Submittal Requirements

Please refer to Part III, below.

2.8 Cost Proposal

Please refer to Section 3.1, below.

PART III

SUBMITTAL REQUIREMENTS

3.1 Technical Issues

The Contractor should prepare their response to the Request for Proposal as described below. For rating purposes the submittal will be evaluated for the following distinct parts. Respond to all items, or indicate "NA" if not applicable. Failure to respond to all questions may result in the rejection of the proposal. The Howard County Public School System will not consider incomplete proposals.

A. Qualifications

1. Contractor's names, address, phone number, and contact person.
2. Statement of the Contractor's experience in the provision of Employee Assistance Programs.
3. Copies of license(s) to conduct business in the State of Maryland.
4. List of professional staff/providers that would be providing Employee Assistance service to HCPSS employees, including the resumes, and licensing and/or certification qualifications for identified service providers.
5. List of agencies or organizations with whom the provider has worked and the nature of the relationship.
6. List of professional memberships and/or affiliations.

B. Service Description

1. Statement of the philosophy and objectives of the agency.
2. Copy of policies, handbooks, ethical standards or other appropriate materials utilized by agency providers of the Employee Assistance Program.
3. Identification of agency sites for Howard County employees.
4. Information on accessibility, including phone, fax or electronic media, for immediate assessment, evaluation and consultation service to the employee.
5. A description of short-term treatment goals, including the number of sessions available, and the differentiation of treatment based on self or supervisor referrals.
6. Identification of the kinds of consultations, training and/or assistance available to persons in supervisory roles in the HCPSS in dealing with job performance issues.
7. A plan for the development and maintenance of relations with providers of health benefits for employees of HCPSS, including a description of methods to facilitate the linking of EAP services with an employee's health care benefits.
8. A description of how the utilization rates and customer satisfaction data would be presented to the Superintendent or designee of the system on a semi-annual basis. The school system currently experiences an overall 5.9% utilization rate.
9. Describe your Crisis Response Services.
10. What legal/financial services are provided?
11. What work/life topics are resources are covered?
12. Describe your integration between EAP, work/life services, behavioral health and medical.
13. What elder or child care consultation services are provided?
14. Identify what supervisory training activities/webinars are available?
15. Describe or provide a calendar or schedule of webinar activities aimed at supporting employee engagement.

C. Innovation

1. Howard County is interested in offering a best practice, innovative program. Describe program and design recommendations you would propose to help achieve this vision. Indicate in your response how your organization would demonstrate ownership and support Howard County with these recommendations, as well as identify results that will be measurable and reportable, and potentially guaranteed.
2. Give examples of innovative models you have developed or implemented that address a holistic approach to behavioral health care, linkages across the health care spectrum.
3. Describe any formats implemented by your organization to deliver EAP services in a unique way (e.g., telephonic group counseling, online counseling).

D. Provider Network

1. Do you currently have a network of professional providers in Howard County, or within a 50 mile radius?
2. What criteria are used for selecting independent contractors for your network?
3. Provide the minimum requirements to allow a provider to be considered for the network, for each type of provider.
4. May employees nominate providers to be a part of your network? If yes, what is the procedure for nominating providers?
5. Do you or the providers provide malpractice insurance? What coverage limits is required?
6. What percentage of providers in your EAP network are also parts of your Behavioral Health Network?

E. Communications

1. How will you assist Howard County in communicating the EAP program to employees? Describe how you would promote the EAP using multiple means of communications; such as use of pamphlets, posters, magnets and electronic media, participation in Benefits Open House Events / district gatherings. How will you address demographic needs? Provide sample communication materials.
2. What are your website capabilities, including customization using Howard County's logo?

F. Business Plan and Financial Capability

1. Description of plan of operation that includes coordination between the Contractor and the Superintendent or designee of the HCPSS.
2. Timeline for start up, please include a sample implementation plan and associated budget(s).
3. Statement of proposed insurance coverage. See Insurance Section, XXV.

G. Financial Capability

1. List of any affiliated organizations, name, address, relationship, and officers.
2. Provide most recent audit or certified financial statements within 48 hours of request. If Contractor's agency is more than 6 months old, provide operating statement.
3. Provide bank reference(s).
4. If the Contractor or any affiliate has declared bankruptcy within the past ten years, give the date, place, and under what name.
5. Provide a response to the following: Does any member of the Howard County Public School System or any officer or employee who exercised any functions or responsibilities in connection with the Request for Proposal have any direct or indirect personal interest in the provider?

Provider may attach any additional material as evidence of financial capability.

H. Cost/Fee Structure

1. Start-up budget and operating budget for one year.
2. Nature and schedule of charges to the Howard County Public School System, or the provision of an Employee Assistance Program consistent with the Description of Services.
3. Which performance metrics will you be willing to guarantee and how often will you report on them?

I. Statutory Affidavit and Non-Collusion Certification (Appendix D).

PART IV

SUBMITTAL EVALUATION AND SELECTION PROCESS

4.1 Introduction

This Part details the submittal evaluation and selection process and the mandatory format for submission of the cost portion of submittals ("cost proposals").

4.2 Evaluation and Selection Process

- A. The Howard County Public School System will evaluate proposals on the basis set forth in this section. A contract may be awarded the Contractor whose proposal best meets HCPSS requirements and needs at the time of the award and whose fee structure is in the best interest of HCPSS. Proposals shall comprehensively address all of the desired services outlined in the Request for Proposal and Description of Services, shall demonstrate the successful performance of similar contracts by the Contractor making the proposal, and shall offer the most cost effective proposal for the desired services.
- B. Proposals shall be evaluated by an Evaluation and Selection Committee (the "Committee"), which may request additional technical assistance from any source. The Committee shall first review each proposal for compliance with requirements of the Request for Proposal. The Committee may waive minor irregularities in order to assure quality of service in the remaining areas and if it determines that the decision is in the best interests of HCPSS.
- C. The Committee will use the following criteria and weighing in preparing its technical evaluation of each qualifying proposal:

A.	Qualifications to Provide Service	25
B.	Service Description	35
C.	Business Plan	10
D.	Costs	30
- D. HCPSS reserves the right to make an award with or without negotiations or to request best and final offers or to make an award without further review. Qualified agencies may be requested to provide an oral presentation to the Committee limited to 20 minutes in length.
- E. Firms shall submit proposals in the format as outlined below. Failure to submit in this format may be cause for rejection of the proposal.
- F. HCPSS hereby reserves the right to solicit Best and Final offers only from a short list of Firms receiving the highest evaluated scores. If short listing occurs, Best and Final offers shall be solicited from not less than two (2) of the highest evaluated firms.

PART V

PAYMENTS

5.1 Payments

HCPSS will make every effort to pay the Contractor within thirty (30) days of an acceptable invoice. Notwithstanding any other provision of this RFP, all invoices must be accompanied with documentation that details the number of hours expended and nature of work performed by Contractor's personnel and subcontractor staff in the performance of work under the Contract.

APPENDIX A

GENERAL PROVISIONS

I. CONTRACT AWARD

Any award to furnish services to The Howard County Public School System (referred to as "HCPSS") shall include, in whole or in part, either attached or incorporated by reference, binding in all respects, these provisions.

II. ORDER OF PRECEDENCE

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

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

III. WAIVER OF RIGHT TO BID ON OTHER CONTRACTS

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

IV. 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.

V. INITIATION OF WORK

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

VI. RESPONSIBILITY FOR CLAIMS AND LIABILITY

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

VII. PERFORMANCE: SAVE HARMLESS: INSURANCE

- A. The Contractor shall take proper safety and health precautions and to protect his work, his employees, the public and the property of others from any damage or injury resulting solely from the performance of his work described herein.
- B. HCPSS shall be liable for any injuries to the employees, agents, or assignees of the Contractor arising out of or during the course of employment relating to this agreement.
- C. The Contractor has in force, or shall obtain, and will maintain insurance in not less than the amounts specified and accordance with the requirements contained in Attachment A.

VIII. SUBCONTRACTING OR ASSIGNMENT

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

IX. CHANGES ALTERATIONS, OR MODIFICATIONS IN THE SERVICES

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

If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of any service under this contract, whether or not changed by an order, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. Any claim of the Contractor for adjustment under this clause must be asserted in writing with 30 days from the date of receipt by the Contractor of the notification of change unless the project manager or his duly authorized representative grants a further period of time before the date of final payment under the contract.

No services for which an additional cost or fee will be charged by the Contractor shall be furnished without prior written authorization of HCPSS.

X. DELAYS AND EXTENSIONS OF TIME

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

XI. REMEDIES AND TERMINATION

- A. ***Correction of Errors, Defects, and Omissions*** - The Contractor agrees to perform work as may be necessary to correct errors, defects, and omissions in the services required under this agreement without undue delays and without cost to HCPSS. The acceptance of the work set forth herein by HCPSS shall not relieve the Contractor of the responsibility.
- B. ***Set-Off*** - HCPSS may deduct from and set-off against any amounts due and payable to the Contractor any back-charges or damages sustained by HCPSS by virtue of any breach of this agreement by the Contractor to perform the services or any part of the services in a satisfactory manner. Nothing herein shall be construed to relieve the Contractor of liability for additional construction and design or other costs, expenses, and damages resulting from a failure to satisfactorily perform the services. Nothing herein shall limit the liability of the Contractor for damages and HCPSS may affirmatively collect damages from the Contractor.
- C. ***Termination for Default*** - If the Contractor fails to fulfill its obligations under this contract properly and on time, otherwise violates any provision of the contract, HCPSS may terminate the contract by written notice to the Contractor. The notice shall specify the acts of omissions relied on as cause for termination. All finished or unfinished supplies and services provided by the Contractor, shall at HCPSS's option, become HCPSS 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.

- D. ***Termination for Convenience of HCPSS*** - HCPSS may terminate all or any part of the work required under this contract for the convenience of HCPSS. In the event of such termination, the contract manager shall determine the costs the Contractor has incurred to the date of termination and such reasonable costs associated with the termination. HCPSS shall pay such costs as determined by the contract manager to the Contractor together with reasonable profit reasonably earned by the Contractor to the time of termination but not to include any profit not earned as of the date of termination.
- E. ***Obligations of Contractor upon Termination*** - Upon notice of termination as provided in Paragraphs C and D above, the Contractor shall:
1. Take immediate action to orderly discontinue its work and demobilize its work force to minimize the occurrence of costs.
 2. Take such action as may be necessary to protect the property of HCPSS, place no further orders or subcontract, assign to HCPSS in the manner and to the extent directed by HCPSS all of the right, title and if ordered by HCPSS possession and interest of Contractor under the orders or subcontracts terminated.
 3. Deliver to HCPSS all materials, equipment, data, drawings, specifications, reports, estimates, and such other information accumulated by the Contractor which has been or will be reimbursed under this agreement after taking into account any damages that maybe payable to HCPSS. Title to such items shall be transferred to HCPSS.
- F. ***Remedies Not Exclusive*** - The rights and remedies contained in this general condition are in addition to any other right or remedy provided by law, and the exercise of any of them is not a waiver of any other right or remedy provided by law.
- G. ***Contractor Performance/Evaluation Scorecard***
1. Upon completion of a project or annually the awarded contractor shall receive a performance evaluation scorecard rating the contractor's performance on the project. The evaluation scorecard will become part of the contractor's permanent file.
 2. The evaluation scorecard shall include the following performance indicators; Quality of Work, Responsiveness, Professionalism, Resources, Schedule Management, Quality Control, Deficiency Resolution, Submittal Management, Training, Appearance, Security, Safety, Utility

Conservation, Disruptions, Quality of Materials, Emergency Response, Hazardous Materials, Innovation, Teamwork, Cost Management, Billing, and Compliance.

3. A contractor shall have up to 3 weeks after notification to appeal, challenge or otherwise dispute the scorecard results. After the 3-week period, the scorecard shall be considered final and accepted by the contractor.
4. A contractor receiving a 60% or less overall evaluation scorecard rating (after any appeals or adjustments) for a project will be disqualified for bidding on any future projects with the HCPSS for a period of three (3) years and/or for the remaining contract term including renewal options.

XII. RESPONSIBILITY OF CONTRACTOR

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

XIII. DISPUTES; GOVERNING LAW

Except as otherwise provided in these contractual documents, any claim, dispute, or other matter in question concerning a question of fact shall initially be referred to the HCPSS contract manager. Any claim, dispute, or other matter in question concerning a question of fact referred to the contract manager that is not disposed of by agreement shall be referred to the purchasing officer, HCPSS, who shall reduce his decision to writing and mail or otherwise furnish a copy to the Contractor. The decision of HCPSS shall be final and conclusive.

The contract shall be governed by the law of the State of Maryland and nothing in this contract shall be interpreted to preclude the parties from seeking, after completion or termination of the agreement, any and all remedies provided by law.

XIV. EXAMINATION OF RECORDS

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

XV. DISSEMINATION OF INFORMATION

During the term of this agreement, the Contractor shall not release any information related to the services or performance of the services under this agreement nor publish any final reports or documents without the prior written approval of the HCPSS contract manager.

XVI. NON-HIRING OF EMPLOYEES

No employee of the Board of Education of Howard County or any department, commission, or agency or branch thereof, whose duties as such employee include matters relating to or affecting the subject matter of

this contract, shall, while such employee, become or be an employee of the party or parties hereby contracting with said HCPSS, or any department, commission, agency or branch thereof.

XVII. CONTINGENT FEE PROHIBITION

- A. The Contractor warrants that they have not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, to solicit or secure this agreement, and that they have not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this agreement.
- B. For breach or violation of this warranty, HCPSS shall have the right to terminate this agreement without liability, or, at its discretion, to deduct from the contract price or consideration, or percentage, brokerage fee, gift or contingent fee.

XVIII. MULTI-YEAR CONTRACTS CONTINGENT UPON APPROPRIATIONS

Funds have been set-aside for the anticipated term of this contract. Should, for any reason, the Contractor's work extend beyond the current fiscal year, this contract will be subject to termination in accordance with the Termination for Convenience Section, if the Board of Education of Howard County fails to appropriate funds for any fiscal year for the future performance of the contract.

HCPSS, however, reserves the right to negotiate with the Contractor to perform additional tasks not specified in this RFP that may be required in order to assure that the Contractor's recommendations are implemented and are having the desired effects.

XIX. COMPLIANCE WITH LAW

The Contractor hereby represents and warrants:

- A. That it is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified.
- B. That it is not in arrears with respect to the payment of any monies due and owing the county or state, of any department or agency thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this agreement.
- C. That it shall comply with all federal, state, and local law, ordinances and legally enforceable rules and regulations applicable to its activities and obligations under this agreement.
- D. That it shall procure, at its expense, all licenses, permits, insurance, and governmental approval, if any, necessary to the performance of its obligations under this agreement.
- E. That the facts and matters set forth hereafter in the "Contract Affidavit" which is attached to this agreement and made a part hereof are true and correct.

XX. STAFF

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

XXI. OWNERSHIP AND USE OF PROGRAM MATERIALS

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

XXII. ADHERENCE TO SCHOOL SYSTEM POLICIES

The Contractor understands that HCPSS shall not be required to act contrary to the School System policies or unreasonably interfere with the School System operations. The Contractor and any Sub-Contractor personnel assigned to this project must be cognizant of School System policies and operating procedures at all times. Health and safety policies and procedures will not be compromised. Proposed programs must not violate or conflict with the School System policies and procedures. Moreover, the Contractor shall be cognizant of federal and state regulations and policies and all proposals and subsequent work shall adhere to known regulations and policies.

XXIII. PRICE ADJUSTMENTS

1. Pricing is firm for the first after award of a contract. Thereafter, annual price adjustments will be considered. The Howard County Public School System will consider adjustments based on the following conditions:
2. Labor rates based upon federal minimum wage increases and decreases in the Consumer Price Index (CPI-W), 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. In order to receive consideration for a price increase, the contractor must submit to The Howard County Public School System 90 days prior to contract expiration, a statement of any change in price to be applied.
4. Price increase requests will not be considered if not accompanied with the proper information.

XXIV. OPTIONAL USE OF CONTRACT

1. The Howard County Public School System may extend the terms, conditions, and prices of this contract to the Howard County government, Howard County library, the Howard Community College, The University System of Maryland and Affiliated Institutions, other State of Maryland public, private and parochial schools and to those jurisdictions who are members of the Baltimore Regional Cooperative Purchasing Committee (BRPC), a standing committee of the Baltimore Metropolitan Council (BMC). Each of the agencies shall issue their own purchasing documents. The Howard County Public School System assumes no obligation on behalf of these agencies.
2. The Howard County Public School System shall not be a party to any contract entered into by any of the agencies under this paragraph, and shall have no duties toward the agencies or the vendor.

XXV. INSURANCE

1. The Service Provider shall not commence services until the Service Provider has obtained at the Service Provider's own expense all of the insurance as required hereunder and such insurance has been approved by the Board. Approval of insurance required of the Service Provider will be granted only after submission to the Board of original certificates of insurance signed by authorized representatives of the insurers or, at the Board's request, certified copies of the required insurance policies.
 - A. Insurance as required hereunder shall be in force throughout the term of the Contract and for two years after final payment by Board for services rendered under this Contract in accordance with the insurance requirements below. Original certificates signed by authorized representatives of the insurers or, at the Board's request, certified copies of insurance policies, evidencing that the required insurance is in effect, shall be maintained with the Board throughout the term of the Contract and for two years after final payment by Board for services rendered under this Contract.
 - B. The Service Provider shall require all Subcontractors to maintain during the term of the Contract all insurance or its equivalent to the same extent required of the Service Provider herein unless any such requirement is expressly waived or amended by the Board in writing. The Service Provider shall not allow any Subcontractor to commence services on any subcontract until all insurance required of the Subcontractor has been so obtained and approved by the Service Provider. The

Service Provider shall furnish Subcontractors' certificates of insurance to the Board immediately upon request.

- C. All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal or material reduction in coverage until sixty (60) days prior written notice has been given to the Board.
 - D. Therefore, the phrases "endeavor to" and "... but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.
 - E. No acceptance and/or approval of any insurance by the Board shall be construed as relieving or excusing the Service Provider from any liability or obligation imposed upon the Service Provider by the provisions of this Contract.
 - F. If the Service Provider does not meet the insurance requirements of this Contract, the Service Provider shall forward a written request to the Board for a waiver in writing of the insurance requirement(s) not met or approval in writing of alternate insurance coverage, self-insurance, or group self-insurance arrangements. If the Board denies the request, the Service Provider must comply with the insurance requirements as specified in this Contract.
 - G. All required insurance coverage must be underwritten by insurers allowed to do business in the State of Maryland and acceptable to the Board. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest evaluation by A. M. Best Company, unless Board grants specific approval for an exception. The Board hereby grants specific approval for the acquisition of workers compensation and employers liability insurance from the Injured Workers Insurance Fund of Maryland.
 - H. Any deductibles or retentions in excess of \$10,000 shall be disclosed by the Service Provider, and are subject to Board's written approval. Any deductible or retention amounts elected by the Service Provider or imposed by the Service Provider's insurer(s) shall be the sole responsibility of the Service Provider.
 - I. Any and all return premiums and/or dividends for insurance or coverage directly charged to the Board by the Service Provider in connection with this Contract shall belong to and be payable to the Board.
 - J. If the Board is damaged by the failure or neglect of the Service Provider to purchase and maintain insurance as described and required herein, without so notifying the Board, then the Service Provider shall bear all reasonable costs properly attributable thereto.
2. Service Provider's Liability Insurance

The Service Provider shall purchase and maintain the following insurance coverage which shall be written for not less than the limits specified below or required by law, whichever is greater.

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

- \$ 1,000,000 each occurrence;
- \$ 1,000,000 personal and advertising injury;
- \$ 2,000,000 general aggregate; and
- \$ 1,000,000 products/completed operations aggregate.

This insurance shall include coverage for all of the following:

- i. Liability arising from premises and operations;
- ii. Liability arising from the actions of independent contractors;
- iii. Liability arising from products and completed operations;
- iv. Contractual liability including protection for the Service Provider from bodily injury and property damage claims arising out of liability assumed under this Contract; and
- v. Liability arising from injury to patients when caused by other than medical malpractice.

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

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

C. Workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard "other states" coverage; employers liability insurance or its equivalent with minimum limits of:

- \$ 100,000 each accident for bodily injury by accident;
- \$ 100,000 each employee for bodily injury by disease; and
- \$ 500,000 policy limit for bodily injury by disease.

If the Service Provider is an individual or sole proprietor operating without workers compensation coverage, personal health insurance or its equivalent.

D. Service Provider's medical professional liability (or errors or omissions liability) insurance or its equivalent with limits totaling at a minimum:

- \$ 3,000,000 each person or claim; and
- \$ 3,000,000 annual aggregate.

E. Individual medical professional liability insurance or its equivalent for the individual professionals arranged by the Service Provider to provide medical services under this Contract with minimum limits of:

- \$ 1,000,000 each person or claim; and
- \$ 3,000,000 annual aggregate.

F. Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:

- (\$ 2,000,000)per occurrence;
- (\$ 2,000,000)aggregate for other than products/completed operations and auto liability; and
- (\$ 2,000,000)products/completed operations aggregate

and including all of the following coverage on the applicable schedule of underlying insurance:

- i. Commercial general liability;
- ii. Business auto liability; and
- iii. Employer's liability.

3. The Board of Education of Howard County and the Board's elected and appointed officials, officers, consultants, agents and employees shall be named as additional insured on the Service Provider's commercial general liability insurance and the umbrella excess liability or excess liability policies, if required herein, with respect to liability arising out of the services provided under this Contract by Service Provider.

Special Note: ISO forms CG 2009 and CG 2010 entitled "Additional Insured - Owners, Lessees or Contractors – Scheduled Person or Organization" (previously Forms A and B respectively) are **NOT ACCEPTABLE**. ISO form CG 2026 entitled "Additional Insured - Designated Person or Organization" or a manuscript endorsement with the above wording is required.

- A. Insurance or self-insurance provided to the Board and Board's elected and appointed officials, officers, consultants, agents and employees under any Service Provider's liability insurance or self-insurance required herein, including, but not limited to, umbrella and excess liability or excess liability policies, shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurance or self-insurance. (Any cross suits or cross liability exclusion shall be deleted from Service Provider's liability insurance policies required herein.)

- B. Insurance or self-insurance provided to the Board and Board's elected and appointed officials, officers, consultants, agents and employees as specified herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the Board and Board's elected and appointed officials, officers, consultants, agents and employees shall be excess of and non-contributory with insurance or self-insurance provided to the Board and Board's elected and appointed officials, officers, consultants, agents and employees as specified herein.
- C. If any liability insurance purchased by the Service Provider has been issued on a "claims made" basis, the Service Provider must agree to comply with the following additional conditions:
 - i. The Service Provider shall maintain each such "claims made" coverage and shall provide certificate(s) of insurance evidencing each such "claims made" coverage for a period of two years after final payment for services rendered under the Contract. Such certificate(s) shall evidence a retroactive date no later than the beginning of the services provided under this Contract; or
 - ii. The Service Provider shall purchase an extended (minimum two years) reporting period endorsement for each such "claims made" policy in force as of the date of final acceptance and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself. Such certificate or copy of the endorsement shall evidence a retroactive date no later than the beginning of the services provided under this Contract.

4. Indemnification

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

5. Waiver of Subrogation

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

5. Acknowledgment of Service Provider's Independent Contractor Status and
No Coverage for Service Provider under Board's Workers Compensation Coverage

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

6. Damage to Property of the Service Provider and its Invitees

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

APPENDIX B

STANDARD CONTRACT

**AGREEMENT FOR PROFESSIONAL SERVICES
DRAFT**

AGREEMENT # _____

THIS AGREEMENT is entered into this _____ Date, effective as of this date, by and between the Board of Education of Howard County (hereinafter referred to as the "Board") and _____ Contractor, (hereinafter referred to as the "Contractor").

RECITALS

WHEREAS, the Contractor submitted a proposal to RFP #029.20.B1 issued by the Board and has been selected to perform professional services in accordance with the terms and conditions expressed in the RFP;

WHEREAS, the Board desires the Contractor to perform certain work and services, on the terms and conditions herein set forth and the Contractor 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.

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

ARTICLE I - CATEGORY OF WORK AND SERVICES

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

Request for Proposal _____, RFP No. 029.20.B1, dated _____, 2020; and
_____ (contractor name) proposal dated _____ date.

ARTICLE II - TERMS AND CONDITIONS

Contractor agrees to perform the work and services required under this Agreement in accordance with RFP #029.20.B1, whose provisions for professional services are incorporated herein by reference. Contractor shall diligently ensure compliance with the criminal background requirement for employees assigned to the work under this agreement. Background investigations include a criminal records history check through the employee's State criminal records repository via submission of the employee's ten-print fingerprint card. The Board of Education reserves the right to require verification of the criminal records check and State reply upon request. Results must be returned to the employer by the State agency must be delivered to the Board of Education within 72 hours of receipt by Contractor or within 72 hours of request.

ARTICLE III - TERM OF AGREEMENT

The term of agreement shall begin on July 1, 2020 and terminate on June 30, 2023. Contract renewals shall be contingent upon adequate fiscal appropriations as per the RFP.

ARTICLE IV - PAYMENTS AND SCHEDULE OF PAYMENTS

- (1) The Contractor shall receive compensation within 30 days of invoice date.
- (2) Payment shall be made in accordance with the provisions set forth in section 5.1.

ARTICLE VI - INSURANCE

The Contractor 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, MD

By: _____
Mavis Ellis, Chair Date
Board of Education of Howard County

Approved: _____
Michael Martirano, Ed. D. Date
Superintendent of Schools

WITNESS: By: _____
Signature

Typed Title

Company Name

Address

City, State Zip

Telephone Fax

APPENDIX C

EQUAL BUSINESS OPPORTUNITY CONTRACT SCHEDULE OF PARTICIPATION FORM

SCHEDULE FOR PARTICIPATION OF CERTIFIED MINORITY BUSINESS ENTERPRISES

1. Prime Contractor's Name	2. Prime Contractor's Address and Telephone			Number
3. Project/School Name	4. Project/School Location			
5. PSC No.	6. Base Bid Amount		\$ _____	
	Plus Accepted Alternates		\$ _____	
	Total Contract Amount		\$ _____	
7a. Minority Firm Name	Minority Firm Address			
Minority Firm Telephone Number	Minority Group Type			
Minority Firm Fax Number	O (African American)		O(Women Owned)	
MDOT Certification Number	O (Asian)		O(Hispanic)	
	O (American Indian)		O(Disabled)	
Subcontract Dollar Amount	Percent of Total Contract			
7b. Minority Firm Name	Minority Firm Address			
Minority Firm Telephone Number	Minority Group Type			
Minority Firm Fax Number	O (African American)		O(Women Owned)	
MDOT Certification Number	O (Asian)		O(Hispanic)	
	O (American Indian)		O(Disabled)	
Subcontract Dollar Amount	Percent of Total Contract			
7c.. Minority Firm Name	Minority Firm Address			
	Minority Group Type			
Minority Firm Telephone Number	O (African American)		O(Women Owned)	
	O (Asian)		O(Hispanic)	
Minority Firm Fax Number	O (American Indian)		O(Disabled)	
MDOT Certification Number				
Subcontract Dollar Amount	Percent of Total Contract			
8. MBE Total Dollar Amount	9. Total MBE Percent of Entire Contract			
10. Form Prepared by :				
Name	Name			
Title	Title			
Date	Date2002			

APPENDIX D
FORM FOR COST PROPOSAL

I. COST STRUCTURE

<u>Fees</u>	<u>Monthly Rate*</u>
Base fee for scope of services	\$ _____
Additional services (please include description of services)	\$ _____
Other (Specify): _____	\$ _____

(Attach additional sheets if necessary)

*NOTE: This monthly rate is all inclusive of overhead, profit, administrative fees, direct and indirect costs. No other expenses or fees will be added to this hourly rate.

II. ADDENDUM

The bidder acknowledges receipt of the following addenda:

Addendum No. _____ Addendum No. _____ Addendum No. _____

AFFIDAVIT

Special Instructions: An authorized representative of the offeror needs to complete the following affidavit and insert an answer to paragraphs 1 and 3.

Statutory Affidavit and Non-Collusion Certification

I, _____, being duly sworn. depose and state:

1. I am the _____ (officer) and duly authorized representative of the firm (the "Firm") _____ whose address is _____
_____ and that I possess the authority to make this affidavit and certification on behalf of myself and the firm for which I am acting.

2. Except as described in paragraph 3 below, neither I, nor to the best of my knowledge, the above Firm, nor any of its officers, directors, or partners, or any of its employees who are directly involved in obtaining or performing contracts with any public bodies has:

(a) been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state or of the federal government;

(b) been convicted under the laws of the state, another state, or the United States of: a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

(c) been convicted of a criminal violation of an antitrust statute of the State of Maryland, another state, or the United States;

(d) been convicted of a violation of the Racketeer Influenced and Corrupt Organization Act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract;

(e) been convicted of any felony offenses connected with obtaining, holding, or maintaining a minority business enterprise certification, as prohibited by Section 14-308 of the State Finance ~ Procurement Article;

(f) been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction under any of the laws or statutes described in paragraph (a) through (e) above; or

(g) been found civilly liable under an antitrust statute of this State, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.

3. The only conviction, plea, or admission by any officer, director, partner, or employee of this Firm to involvement in any of the conduct described in paragraph 2 above is as follows:

If none, write "None" below. If involvement, list the date, count, or charge, official or administrative body, the individuals involved, their position with the firm, and the sentence or disposition of the charge.

(You may attach any explanation necessary.)

4. I affirm that this firm will not knowingly enter into a contract with a public body under which a person or business debarred or suspended under Maryland State Finance and Procurement Title 16, subtitle 3, Annotated Code of Maryland, as amended, will provide, directly or indirectly, supplies, services, architectural services, construction-related services, leases of real property, or construction.
5. I affirm that this proposal or bid to the Board of Education of Howard County is genuine and not collusive or a sham; that said offeror has not colluded, conspired, connived and agreed, directly or indirectly, with any bidder or person to put in a sham bid or proposal or to refrain from bidding or making a proposal and is not in any manner, directly or indirectly, sought by agreement of collusion or communication or conference, with any person to fix the prices of the affidavit or any other person, or to fix any overhead, profit or cost element of said price, or that if any person, or to secure an advantage against the Board of Education of Howard County or any other person interested in the proposed contract; and that all statements in the proposal or bid are true. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the Board of Education of Howard County may terminate any contract awarded and take any other appropriate action.
6. 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.

The statements contained in this affidavit shall be incorporated into the awarded contract as material provisions and shall be effective throughout the life of the contract. The firm has a continuing obligation through the life of the contract to submit a revised affidavit should the firm discover information, or events occur, which render the contents of this affidavit erroneous or incomplete or which would result in the firm providing a different response. The firm's failure to submit a revised affidavit within three (3) working days of either its awareness of any error, change of circumstances, incompleteness, etc., or request by the owner shall constitute breach of contract. Upon submission of a revised affidavit, the owner has the right to take such actions as may be necessary, in the judgment of the owner, to maintain and enforce the provisions of the affidavit, including termination of the contract.

(Continued next page)

I DO SOLEMNLY DECLARE AND AFFIRM under the penalties of perjury that the contents of these affidavits (Statutory and Non-Collusion) are true and correct, that I am executing this Affidavit in compliance with Section 16-311 of the State Finance and Procurement Article, Annotated Code of Maryland, and the Non-Collusion Certification in compliance with requirements of the Howard County Board of Education, and that I am executing and submitting this Form of Proposal on behalf of and as authorized by the bidder named below.

SUBSCRIBED AND SWORN to before me on this _____ day of _____, 2020.

NOTARY PUBLIC

My Commission Expires: _____

(Legal Name of Company)

(Address)

(City)

(State)

(Zip)

(Telephone)

(Fax)

Contractor's No. _____

(Signature)

(Title)

(Date)

(Printed)

In the presence of _____
(Witness) _____ (Date)

We are/I am licensed to do business in the State of Maryland as a:

☐ Corporation

☐ Partnership

☐ Individual

☐ Other



APPENDIX E

STUDENT DATA SHARING AGREEMENT: APPLICABLE TO HOWARD COUNTY PUBLIC SCHOOL SYSTEM USERS/MEMBERS

This is an agreement between _____ ("VENDOR", or "Company") and the Howard County Public School System ("HCPSS," "System," or "CLIENT") for term beginning on _____ and ending on _____.
name of company
date

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 VENDOR's 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.

- A. **Purpose of the Agreement:** Under this agreement, the VENDOR will be providing the following services:

- B. **Definition of "CLIENT DATA":** Under this agreement, CLIENT DATA is defined as: (1) all Personally Identifiable Information (PII) contained in a student's "education record" as defined by the Family Educational Rights and Privacy Act (FERPA) (34 CFR Part 99); and (2) other non-public information that include, but are not limited to: personally identifiable personnel data, personally identifiable student data, personally identifiable metadata, and personally identifiable user content.

- C. **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 as defined in Section A, and for improving services under this Agreement.

1. **Specific CLIENT DATA Shared Under this Agreement**

- i. Information associated with maintaining authentication between VENDOR and CLEINT, e.g. public/private keys, LTI secret, OATH keys.
- ii. Information associated with maintaining a user's profile, e.g. username, email address, first name, last name, source IP address, or cookies.
- iii. A user's status within the service, e.g. number of questions answered, time elapsed in lesson, student's score.

- D. **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.

- E. **Data De-Identification:** VENDOR may use de-identified Data for product development or other internal purposes only. De-identified 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 Data.

- F. **Data Mining, Marketing and Advertising:** Except as indicated in Section E above, VENDOR is prohibited from mining CLIENT DATA 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 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.**
- G. **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 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.
- H. **Data Sharing:** VENDOR will not share CLIENT DATA with or disclose it to any third party, except to affiliated subcontractors, agents, or third-party service providers of the VENDOR as required to fulfill the purpose of this agreement, without prior specific and informed written consent of the CLIENT, except as required by law.
- I. **Data Storage:** CLIENT DATA will not be stored outside of the United States without prior, specific and informed written consent from the CLIENT.
- J. **Data Deletion:** Upon termination or completion of the Services hereunder and at the request of the CLIENT, VENDOR will delete the CLIENT DATA, provided that VENDOR may maintain archival copies for audit purposes and dispute resolution purposes. If VENDOR maintains archival copies of CLIENT DATA, VENDOR shall remain under the contractual obligations of this agreement regarding the maintenance and use of CLIENT DATA. This Section shall survive the termination of this Agreement.
- K. **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.
- L. **Rights and License:** 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 CLIENT. All student-produced work remains the property of the CLIENT or that eligible 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 CLIENT Data, content, or intellectual property, except as expressly stated in the Agreement, including any right to sell or trade CLIENT Data. VENDOR will not use CLIENT's NAME or CLIENT DATA in any publications, without prior and specific writing authorization from the CLIENT. No part of this clause will prevent the VENDOR from sharing its open educational resources developed for public distribution on its platform.

- M. **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 provide the CLIENT with a copy of official request and the records or information required by the CLIENT to respond.
- N. **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 CLIENT DATA; 2) protect against any anticipated threats or hazards to the security or integrity of CLIENT DATA; 3) protect against unauthorized access to or use of CLIENT DATA that could result in substantial harm or inconvenience to any customer or to any client employee and/or student; and 4) dispose of CLIENT DATA 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 DATA that could result in the unauthorized disclosure, misuse, alteration, destruction, or other compromise of such data, 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.
- O. **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 the confidentiality, integrity, and/or availability of 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, restore the Confidential Information, to as close its original state as practical, including, without limitation any and all Data, and institute appropriate measures to prevent any recurrence of the problem as soon as is commercially practicable.
- P. **Employee and Subcontractor Qualifications:** VENDOR shall ensure that its employees and all subcontractors who have potential access to CLIENT DATA 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 shall be trained 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.

- Q. **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).
- R. **Compliance:** In addition to complying with FERPA and the Maryland Education Code cited above, the VENDOR shall ensure that its products and 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).
- S. **Indemnification:** VENDOR agrees to indemnify and hold harmless the Board of Education of Howard County for any damages or costs, including reasonable attorney's fees, which arise out of any negligence or misconduct by VENDOR, its agents and employees concerning its obligations under the terms of this Data Sharing Agreement.
- T. **Limitation of Liability:** VENDOR shall be liable for any and all damages, costs and attorneys' fees which CLIENT may incur as a result of any claims, suits and judgments against CLIENT which arise out of any breach of this Agreement of the VENDOR, its employees, servants, representatives or agents under the term of this Agreement.
- U. **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.

Signatures are on the next page.

CLIENT:

By:

Signature

Printed Name Title

Date

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

VENDOR:

By:

Signature

Printed Name Title

Date

Vendor Name

Address

City State Zip Code