



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

Request for Proposal No. 003.21.B5

For

Adaptive Prekindergarten Software Solution

SOLICITATION SCHEDULE

Event	Date
Bid Advertised	September 18, 2020
Bid Due	October 2, 2020, 1 pm ET

Introduction and Background

The Howard County Public School System (HCPSS) has issued this Request for Proposals (RFP) to solicit submittals from qualified firms to provide an Adaptive Prekindergarten Software Solution.

Howard County, Maryland is a suburban community of over 317,233 situated midway along the Baltimore-Washington corridor. It is a county of contrasts - a blend of old and new, urban and rural, historical and progressive. The county's borders encompass Ellicott City, one of the country's oldest towns, and Columbia, a planned community conceived and designed 50 years ago by The Rouse Company. A great community deserves great schools, and HCPSS is a recognized source of local pride. HCPSS is a school system of 57,000 students in 77 elementary, middle, high, and special schools. The school system consistently ranks among Maryland's top school districts based on student performance on the Maryland School Assessments. Howard County students score above the national averages on standardized tests and over 85% of graduates continue their education beyond high school. Respondents to this solicitation are encouraged to review additional information about the school system at <http://www.hcpss.org/about-us/>.

HCPSS School System Tax Identification.

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

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

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

SECTION I. SOLICITATION INSTRUCTIONS

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

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

2. Questions and Inquiries. All questions and inquiries regarding this procurement shall be directed to the individual referenced. Questions shall be submitted in writing via email to ted_ludicke@hcpss.org. Inquiries will receive a written reply via addendum. All such questions and inquiries shall be received by the date and time as listed on the Cover and the Solicitation Schedule of this RFP. It is HCPSS's intent to post all addenda in accordance with the Solicitation Schedule.
3. Pre-Proposal Conference. A Pre-Proposal Conference will not be held in conjunction with this RFP.
4. Bid Submittal Process
 - 4.1. Bids are to be provided to the Issuing Office in accordance with the Solicitation Schedule.
 - 4.2. Bids shall be submitted electronically via email in their entirety (all pages) in PDF format no later than the time and date specified in the Invitation to Bid to BidsandProposals@hcpss.org in order to be considered for this project/service. Responses that are cumulatively larger than 75MB shall be compressed in a .zip file.
 - 4.3. Email subject lines, folders names, and file names shall begin with "RFP 002.21.B5-Company Name". In the body of the email please include Offeror's contact person's email and cell phone number.
 - 4.4. Electronic signatures, scanned or e-signature, will be accepted. By providing bids electronically to HCPSS, Bidders grant HCPSS an unlimited right to generate additional electronic and/or paper copies for distribution solely for the purpose of evaluation and review.
 - 4.5. To determine timeliness, the time "received" by HCPSS will be verified by the time stamp on HCPSS's email server. Bids arriving after the due date and time will not be accepted.
5. Acceptance of Terms and Conditions. By submitting a Proposal, an Offeror shall be deemed to have accepted the terms, conditions, and requirements set forth in this RFP. The RFP, including all addenda, shall be incorporated into the Contract by reference.
6. Contractual Agreement and Term. Any Contract arising from this RFP action shall commence on the date the Contract is executed on behalf of HCPSS, or such other date as HCPSS and the Contractor shall agree. The contract will terminate when HCPSS determines that the project is complete.
7. Withdrawal of Bids. Offers may be withdrawn by written, facsimile, or electronic notice if given prior to the RFP opening time and date. Verbal requests via phone are not acceptable. No offer shall be withdrawn after the scheduled closing time for opening bids.
8. Rejection or Acceptance of Proposals. HCPSS reserves the right to: (i) accept or reject any and all proposals, in whole or in part; (ii) to waive minor irregularities; and (iii) to negotiate in any manner necessary to best serve the interests of HCPSS. Further, HCPSS reserves the right to make a whole award, multiple awards, a partial award, or no award at all. Offerors judged by the Purchasing Office not to be responsible or Offerors whose Proposals are classified as not reasonably susceptible to being selected for award shall be so notified. HCPSS reserves the right to increase or decrease the quantities of any materials, equipment, supplies or services.

9. Right to Amend, Modify or Withdraw. HCPSS reserves the right, in their sole discretion, to amend, or modify any provisions of this solicitation, or to withdraw this solicitation at any time prior to the award of a Contract. The decision of HCPSS shall be administratively final in this regard. Modifications of Technical Proposal.

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

10. RFP Response Materials. All written materials submitted in response to this RFP become the property of HCPSS and may be appended to any formal documentation that would further define or expand the contractual relationship between HCPSS and the Contractor(s).
11. Duration of Offers. Proposals shall remain irrevocable for 120 days following the closing date of the Proposal due date. This period may be extended by mutual agreement between the Offeror and HCPSS.
12. Incurred Expenses. HCPSS is not responsible for any expenses that Offerors may incur in preparing and submitting Proposals or in making oral presentations of their Proposals, if required.
13. Confidentiality. Offerors should give specific attention to the identification of those portions of the Proposal that the Offeror deems to be confidential, proprietary information, or trade secrets and provide any justification why such materials, upon request, should not be disclosed by HCPSS under the Freedom of Information Act (FOIA). Offerors are advised that, upon request for this information from a third party, the Purchasing Office is required to make an independent determination as to whether the information may or may not be disclosed to the requesting party. That decision will take into consideration the Offeror's position regarding its Proposal. A blanket statement by an Offeror that its entire Proposal is confidential or proprietary will not be considered.
14. Multiple Proposals. Contractors may not submit more than one Proposal.
15. Alternate Solution Proposals. Contractors may not submit an alternate to the Solution in this RFP.
16. Forms. This solicitation is designed for the Offeror to fill in responses where indicated. The Offeror may adjust forms and insert space as needed for responses; however, the Offeror shall not alter any language provided by HCPSS in this solicitation; any such alterations will not be honored, and the Offeror will be bound by the language in the solicitation as published. Any changes to the solicitation language shall be explicitly requested.
17. Signing of Forms. A Proposal, if submitted by an individual, shall be signed by the individual. If submitted by a partnership, a Proposal shall be signed by such member(s) of the partnership with authority to bind the partnership. If submitted by a corporation, a Proposal shall be signed by an officer, and attested by the corporate secretary or an assistant corporate secretary; if not signed by an officer, there shall be attached a copy of a board resolution or that portion of the by-laws, duly certified by the corporate secretary, showing the authority of the person so signing on behalf of the corporation.
18. Addenda Acknowledgment. Offerors shall acknowledge in writing the receipt of all addenda, amendments, and/or changes issued. Such acknowledgement shall be included in the Technical Proposal. It is the Offeror's sole responsibility to monitor the Purchasing web site prior to submitting their RFP for any addenda, amendments, and/or changes issued.
19. Signature. Attachment A, "SIGNATURE SHEET" shall be completed and submitted with Offeror's proposal. The Signature Sheet shall be signed by the person or persons legally authorized to sign contracts on behalf of the offering company.
20. Resolution of Disputes.
- 20.1. Bid rejection for non-responsiveness and/or non-responsibility shall be made based on criteria established in the solicitation documents.
- 20.2. Protests shall be filed in writing to the Purchasing Office prior to the Board of Education award of the contract award. Protests shall include the basis for the protest or appeal, complete in all respects, with relief sought, and whether the protester wishes to have a hearing with respect to the protest or appeal.
- 20.3. Protests shall be addressed to Howard County Public School System, 10910 Clarksville Pike, Ellicott City, MD 21042, Attn: Doug Pindell, Purchasing Officer, labeled "Protest". The written protest shall include as

a minimum the following:

- Name and address of the protester
- Appropriate identification of the bid
- Supporting exhibits, evidence, and/or documents to substantiate any claims.
- Suggested remedy(ies)

SECTION 2. TERMS AND CONDITIONS

1. Contractor's/Offeree's Responsibility. Offerors are advised to read the requirements very carefully to ensure that each requirement is understood. If in doubt, develop and submit applicable questions in writing to the contact at the Issuing Office. An Offeror's misinterpretation of requirements shall not relieve the Offeror of the responsibility to address accurately the requirements of the RFP or to perform the Contract, if awarded. HCPSS will enter into a contractual agreement with the selected Contractor(s) only. The selected Contractor(s) shall be solely responsible for all services as required by this RFP. Subcontractors, if any, will be the responsibility of the Contractor(s) and the role of subcontractors shall be clearly identified in the proposal. The use of a subcontractor(s) does not relieve the Contractor(s) of liability under a Contract.
2. Contractor Responsibilities and Use of Subcontractors.
 - 2.1. HCPSS shall enter into contractual agreement with the selected Contractor only. The use of subcontractors does not relieve the Contractor of liability. The Contractor shall be fully responsible for acts and omissions of its subcontractors and of persons directly or indirectly employed by them. HCPSS is not responsible for the fulfillment of the Contractor's obligations to subcontractors.
 - 2.2. Subcontractors, if any, shall be identified in the Technical Offer with a complete description of their role relative to the project. The Contractor may not contract with any such proposed person or entity to whom HCPSS has a reasonable objection. Notification of such objection will be made by HCPSS prior to contract execution.
3. Contract Assignment. Neither party may assign this Contract without the prior written consent of the other party.
4. Non-Discrimination in Employment. The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental disability unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.
5. Behavior of Contractor Employees/Subcontractors. HCPSS is committed to providing a work and study environment that is free from discrimination and harassment on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, handicap, pregnancy, or status as a disabled veteran or veteran of the Vietnam era. Behavior contrary to this philosophy, which has the purpose or effect of creating an intimidating, hostile, or offensive environment, will not be tolerated by HCPSS, and it is the Contractor's responsibility to ensure that such behavior by its employees, agents, and subcontractors does not occur. The policy extends to maintaining an environment free from sexual harassment. Therefore, sexual advances or sexual remarks, requests for sexual favors, and other verbal or physical conduct of a sexual nature shall not be condoned or permitted by the Contractor. This prohibition extends to such harassment within the employment context as well as harassment of students, staff, and visitors to HCPSS. It should be assumed that all sexual behavior by the Contractor's employees, agents, and subcontractors on any campus or facility of HCPSS, whether owned, operated, maintained, or leased by HCPSS, is improper and unwelcome. Contractor will also ensure that all technicians who work with HCPSS users exhibit a high degree of professionalism in their dealings with those users. The Contractor's employees and subcontractors shall be subject to and comply with all applicable HCPSS rules, regulations and policies which shall include those regulations relating to safety, security, and campus parking. If deemed necessary, HCPSS reserves the right to demand the removal of any of the Contractor's employees/subcontractors from duty on its premises as a result of their violation of the standards set forth herein.
6. Tobacco Free and Alcohol/Drug Free Environment. HCPSS maintains a tobacco, alcohol/drugfree environment. The sale or use of tobacco, alcohol, or drugs, in any form, or related product, is prohibited in school buildings and grounds at all times. Persons found violating this policy will be requested to remove the product and themselves from school premises.
7. Criminal History Background Checks. All employees, agents, or representatives of the awarded contractor who will be performing work on any phase of the contract arising out of this Bid may be subject to a criminal

history background check by the school system. Such persons, if requested by the school system, shall provide fingerprints and other required information to facilitate such a check, as well as the necessary fees to obtain such a check from the federal or state government. At the completion of a background check, the school system may, at its sole discretion, decide that a particular employee, agent, or representative of the contractor be barred from school system property.

8. Child Sex Offender Notification.

- 8.1. Sex Offender Requirement: Maryland law requires certain sex offenders to register with the local law enforcement agency; See Maryland Annotated Code, Criminal Procedure Article, §11- 704. One of the purposes of this law, is to inform school systems when a Registered Sex Offender is residing or working in the area. When the sex offender registers, the local police are required to notify the Superintendent of Schools, and the Superintendent, in turn, is required to send a notice to school principals.
- 8.2. As a contractor working for 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.
- 8.3. Each contractor shall screen their workforce 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 "workforce" 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.
- 8.4. Effective July 1, 2015, amendments to § 6-113 of the Education Article of the Maryland Code further require that a contractor or subcontractor for a local school system may not knowingly assign an employee to work on school property with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of, or pled guilty or nolo contendere to, a crime involving a sexual offense, child sexual abuse and crimes of violence.
- 8.5. The Contractor shall submit to HCPSS a listing of any employees assigned to perform under this agreement and certify that the necessary criminal history records checks have been conducted and that each employee complies with the requirements.

9. Occupied Buildings – Sign-in Procedures. Work under this contract and any resulting contract or sub- contract will take place while school facilities are occupied by staff and often also by students and visitors. Every precaution shall be exercised to protect people from injury and to minimize disruption of activity. As well, contract employees shall conduct themselves in a professional manner while on HCPSS's premises. Any employee found to disregard the nature of the school system's surroundings shall be removed from the premises and may be prohibited from further servicing HCPSS contract.

10. Identification and Sign-in Procedures. All contractor personnel, working in or around buildings designated under this contract, shall have a valid driver's license or photo ID and a company issued ID with company name/logo matching driver's license or photo ID in their possession at all times. Contractors may be required to provide identification and sign-in and sign-out at the front office at each site on a daily basis during the course of each project or they may receive a HCPSS badge allowing them to access the job site without signing in and out.

11. Ethics Regulations.

- 11.1. The Board of Education of Howard County has adopted an Ethics Regulation policy. Required by the Annotated Code of Maryland, these Ethics Regulations cover members of the Board of Education, the Superintendent, and all employees; and it specifies limits of participation of these individuals with entities doing business with HCPSS. For a copy of the regulations, contact the Purchasing Office, Howard County Department of Education (410) 313-6644.

- 11.2. Any resulting Contract is cancelable in the event of a violation of HCPSS Ethics Regulation policy or the Maryland Public Ethics Law by a Contractor or any HCPSS employee in connection with this procurement.
12. Taxes. HCPSS is exempt from Federal Excise Taxes, Maryland Sales and Use Taxes. Exemption Certificates shall be provided upon request. In the instance a Contractor is required to furnish and install material in the construction or improvement of real property in performance of a Contract, the Contractor shall pay the Maryland Sales Tax and the exemption will not apply.
13. Multi-Agency Participation.
- 13.1. Under §5-112, Paragraph (3) of the Education Article of the Annotated Code of Maryland HCPSS may with Board of Education approval participate in contracts for goods or commodities that are awarded by other public agencies or by intergovernmental purchasing organizations if the lead agency for the contract follows the public bidding procedures. HCPSS therefore reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the State of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. A copy of the contract pricing and the requirements incorporated in this contract will be supplied to requesting agencies.
- 13.2. Each participating jurisdiction or agency shall enter into its own contract with the Awarded Contractor(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes shall be resolved solely between the participating agency and the Awarded Contractor(s).

SECTION 3. Special Terms and Conditions

1. Agreement. Contractor shall provide an RFP response to The Howard County Public School System in accordance with the terms and conditions of this solicitation.
 - 1.1. The resulting Contract consists of multiple documents as follows in order of precedence:
 - 1.1.1. The Contract Form
 - 1.1.2. The Request for Proposal and all amendments to the solicitation
 - 1.1.3. Contractor's Technical Proposal and Price Proposal as accepted by HCPSS
 - 1.2. All terms and conditions of HCPSS's solicitation, and any amendments thereto, are made a part of this Agreement unless expressly contradicted by a term or condition of this Agreement. Proposals or suggestions of the Contractor for changes in the solicitation or the terms and conditions of the contract are not binding upon HCPSS and are not a part of this Agreement unless set forth in an amendment of the solicitation or in this Agreement and agreed to in writing by HCPSS.
2. Contract Period. The initial Contract term shall be for one (1) years from the date of contract execution. HCPSS may solely authorize four (4) additional one-year terms pending successful performance and availability of funds.
3. Price Adjustments
 - 3.1. Annual price adjustments will be considered. The Howard County Public School System will consider adjustments based on the following conditions:
 - 3.1.1. Labor rates based upon federal minimum wage increases and decreases in the Consumer Price Index (CPI-U), Washington-Baltimore Region, as published by the Bureau of Labor Standards (increases above a 10% cap will not be considered). Adjustments will be calculated by comparing the current index with the previous index available when contract was established so as to determine the change in index points. The point change will then be divided by the price index to obtain the percentage of change. The percentage of change will then be multiplied by .75 to obtain the adjustment to be applied to the current prices.
 - 3.1.2. In order to receive consideration for a price increase, the contractor shall submit to The Howard County Public School System 60 days prior to contract expiration, a statement of any change in price to be applied.
 - 3.2. Price increase requests will not be considered if not accompanied with the proper information.
 - 3.3. Model changes and/or upgrades may be accepted after the initial contract period. Pricing for the changes shall be at the same mark up as originally bid. The awarded vendor shall offer current pricing or be able to demonstrate the percentage markup. The Howard County Public School System shall be the sole determinant in accepting product or pricing changes.
4. HCPSS Project Coordinator. HCPSS will designate a staff member to act as coordinator ("Project Coordinator") between HCPSS and the Contractor. Throughout the period of the Project, copies of all correspondence, work products, specifications, estimates and other materials prepared by the Contractor should be directed to the Project Coordinator and also to any other HCPSS personnel designated by the Project Coordinator. Direct contact or communication by the Contractor with other HCPSS offices or any other entity concerning the Project shall be made only with the priorknowledge and concurrence of the Project Coordinator.
5. Work Hours. Work performed on HCPSS premises shall be performed during HCPSS normal working hours. See HCPSS School Calendar at <http://www.hcpss.org/calendar>. For scheduled holidays and school closings, see HCPSS System Calendar at <https://www.hcpss.org/schools/opening-and-closing-times>.
6. Professional Services. The Contractor shall utilize personnel named and/or otherwise identified in its submittal responding to HCPSS's solicitation unless (a) a change is requested by the Contractor and approved in writing by the Project Manager; or (b) a change is requested in writing by the Project Manager for good cause, in which case the Contractor shall make an appropriate substitution, subject to HCPSS's approval, and notify HCPSS in writing. Major changes in the Contractor's organization or personnel, including primary sub-contractor personnel hired by the Contractor, shall be reported to HCPSS in writing as they occur.
7. Billing and Payment
 - 7.1. The contractor shall submit invoices to the attention of the selected Project Manager or designee, Howard County Public School System, 10910 Clarksville Pike, Ellicott City, MD 21042.

7.2. Invoices shall contain the following information:

7.2.1. Contract Number

7.2.2. Purchase Order Number

7.2.3. Customer Name and Address

7.2.4. Description of service invoiced

7.2.5. Total due

7.2.6. Itemized Monthly or Annual Recurring Charges with Billing Period if applicable.

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

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

8. Acceptance Procedure. HCPSS will make every effort to pay the Contractor within thirty (30) days of acceptance of all deliverables associated with each 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/or subcontractor staff in the performance of work under the Contract.

9. Confidential Information.

9.1. Contractor acknowledges and understands that HCPSS is required to protect certain Confidential Information from disclosure under applicable law, including but not limited to, the Family Educational Rights and Privacy Act ("FERPA"), the Gramm Leach Bliley Act ("GLBA"), or the Maryland Public Information Act ("PIA"), including regulations promulgated there under, as the laws and regulations may be amended from time to time (collectively the "Privacy Laws").

9.2. The Confidential Information that is protected under FERPA was provided to the Contractor as it is handling an institution service or function that would ordinarily be performed by HCPSS's employees. The Contractor agrees that it shall be obligated to protect the Confidential Information in its possession or control in accordance with the Privacy Laws to the same extent as HCPSS would be obligated if the Confidential Information was in the possession or control of HCPSS. The Contractor further agrees that it is subject to the requirements governing the use and re-disclosure of personally identifiable information from education records as provided in FERPA.

9.3. Contractor's obligations with respect to Confidential Information shall survive the expiration or the termination of this Contract.

9.4. Contractor acknowledges that Contractor's failure to comply fully with the restrictions placed upon use, disclosure and access to Confidential Information may cause HCPSS grievous irreparable harm and injury. Therefore, any failure to comply with the requirements of this Section shall be a material breach of this Contract.

9.5. Contractor agrees and acknowledges that it is not the custodian of any Confidential Information that may be in Contractor's possession or control. Contractor shall forward any request for disclosure of Confidential Information to:

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

10. Relationship of the Parties. It is understood and agreed that Contractor is an independent contractor of HCPSS, and not an employee. Except as set forth in this Contract, HCPSS will not withhold income taxes, social security or any other sums from the payments made Contractor hereunder. All employees or contractors of Contractor shall in no way be considered employees of HCPSS, but rather they shall be employees or contractors of Contractor, and Contractor shall bear full responsibility for compensating those persons and for the performance of the Services by way of them.

11. Insurance. Contractor shall maintain in full force and effect adequate insurance coverage to protect against the risks associated with the performance of Services under this Contract, as further set forth in HCPSS Insurance Requirements, or as set forth in Contractor's proposal should the coverage and limits therein exceed the required minimum levels. Contractor shall provide to the Purchasing Office a certificate of insurance including evidence of the required limits at the execution hereof, and annually thereafter.
12. Indemnification. The Awarded Contractor shall be responsible for any loss, personal injury, expense, death, and/or any other damage which may occur by reason of Contractor's acts, negligence, willfulness, or failure to perform any of its obligations under this agreement. Furthermore, any acts on the part of any agent, director, partner, servant, or employee of the Contractor are deemed to be the Contractor's acts. Contractor agrees to indemnify and hold harmless HCPSS and its Board of Trustees, Employees, Agents and Students from any claim, damage, liability, expense, and/or loss, including defense costs and attorney fees, arising directly or indirectly out of the Contractor's performance under this agreement. The indemnification obligation of the successful Contractor shall include but shall not be limited to injuries to individuals and property of individuals who are not parties to the contract. In addition, the indemnification obligation of the successful Contractor shall cover the acts or omissions of any subcontractors hired by the successful Contractor. Furthermore, the indemnification obligation of the successful Contractor shall survive termination of the contract for any reason. Neither party shall be liable to the other for indirect, consequential, incidental, punitive, exemplary, or special damages, or losses, including without limitation lost profits and opportunity costs.
13. Termination for Default. If the Contractor fails to fulfill its obligation under this Contract properly and on time, or otherwise violates any provision of the Contract, HCPSS may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. HCPSS will provide Contractor a reasonable opportunity, not to exceed 10 business days, to cure the act or omission, provided such opportunity to cure does not extend the deadline for any deliverables and does not cause HCPSS further damage. All finished or unfinished work provided by the Contractor, to which HCPSS is entitled pursuant to this Contract shall become HCPSS's property. HCPSS shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and HCPSS can affirmatively collect damages.
14. Termination for Convenience. The performance of work under this Contract may be terminated by HCPSS in accordance with this clause in whole, or from time to time in part, whenever HCPSS shall determine that such termination is in the best interest of HCPSS. HCPSS will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.
15. Delays and Extension of Time. The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State or HCPSS, changes in law or regulation, action by government or other competent authority, fires, earthquakes, floods, epidemics, quarantine restrictions, strikes, freight embargoes, malicious or criminal acts of third parties, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.
16. Suspension of Work. The Purchasing Office unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Purchasing Office may determine to be appropriate for the convenience of HCPSS.
17. Contract Integration and Modification. This Contract and the documents incorporated herein form the entire agreement of the parties with respect to the subject matter of this procurement, and supersede all prior negotiations, agreements, and understandings with respect thereto. This Contract may be amended with the written consent of both parties. Amendments may not significantly change the scope of the Contract.
18. No Third-Party Beneficiaries. This Agreement is only for the benefit of the undersigned parties and their permitted successors and assigns. No one shall be deemed to be a third-party beneficiary of this Agreement.

19. Notices. Notices under this Contract will be written and will be considered effective upon personal delivery to the person addressed.
20. Retention of Records. Contractor shall retain and maintain all records and documents relating to this Contract for three years after final payment and will make them available for inspection and audit by authorized representatives of HCPSS, including the Purchasing Office or designee, at all reasonable times.
21. Contingent Fee Prohibition. The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Contract.
22. Compliance with Laws. The Contractor hereby represents and warrants that:
 - 22.1. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified.
 - 22.2. It shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
 - 22.3. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.
23. Multi-Year Contracts Contingent Upon Appropriations. If HCPSS fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either HCPSS's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and HCPSS from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. HCPSS shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.
24. Network/Data Security. HCPSS is required to assess risks, ensure data integrity, and determine the level of accessibility that shall be maintained when applicable.
 - 24.1. Specific activities include, but are not limited to:
 - 24.1.1. Identification of security, privacy, legal, and other organizational requirements for recovery of institutional resources such as data, software, hardware, configurations, and licenses at the termination of the contract.
 - 24.1.2. Assessment of the contractor's security and privacy controls including HCPSS's security and privacy requirements in the agreement.
 - 24.1.3. Periodic reassessment of contractor services provisioned to ensure all contract obligations are being met and to manage and mitigate risk.
 - 24.2. The Contractor is the owner or authorized user of the Contractor's software and all of its components, and Contractor software and all of its components, to the best of Contractor's knowledge, do not violate any patent, trademark, trade secret, copyright or any other right of ownership of any third party. Contractor shall:
 - 24.2.1. Establish and maintain industry standard technical and organizational measures to help to protect against accidental damage to, or destruction, loss, or alteration of the materials;
 - 24.2.2. Establish and maintain industry standard technical and organizational measures to help to protect against unauthorized access to the Services and materials; and
 - 24.2.3. Establish and maintain network and internet security procedures, protocols, security gateways and firewalls with respect to the Services. Contractor software and its components are equipped and/or designed with systems intended to prevent industry known system attacks (e.g., hacker and virus attacks) and unauthorized access to confidential information.
 - 24.2.4. Follow strong identity management characteristics and practices, requiring users to adhere to organizational usage, construction, and change requirements.

24.2.5. Configure and maintain network to be suitably hardened against security threats and ensure adequate performance.

- 24.3. HCPSS, at its sole option, may request the Contractor to provide Service Organization Control (SOC) 2, Type 2 reports or equivalent, for all services and facilities from which the services are provided. It is the Contractor's responsibility that such Reports are provided under the terms and conditions of this Contract without HCPSS being required to agree to additional terms and conditions that may be applied by a third party. If a Report states that a facility has failed to materially satisfy one or more control objectives, Contractor will, as HCPSS's sole remedy, use commercially reasonable efforts to cause the facility to materially satisfy all control objectives. If, despite Contractor's efforts, the facility cannot materially satisfy all relevant control objectives, Contractor will mitigate the issue in a commercially reasonable manner which may include the migration to an alternate facility which materially satisfies all control objectives. Failure to do so may be considered a material breach of this Agreement in the sole and reasonable discretion of HCPSS.
- 24.4. HCPSS or an appointed audit firm, has the right to audit Contractor and its sub-Contractors or affiliates that provide a service for the processing, transport, or storage of HCPSS data. Audits will be at HCPSS's sole expense which includes operational charges by Contractor, except where the audit reveals material noncompliance with contract specifications, in which case the cost, inclusive of operational charges by Contractor, will be borne by the Contractor. In lieu of HCPSS or its appointed audit firm performing their own audit, if Contractor has an external audit firm that performs a review, HCPSS has the right to review the controls tested as well as the results and has the right to request additional controls to be added to the certified report for testing the controls that have an impact on its data.

SECTION 4. SCOPE OF WORK

1. Purpose. HCPSS is issuing this RFP to obtain an Adaptive Prekindergarten Software Solution (the Solution) to provide conceptual and procedural-based instruction of elementary mathematics topics aligned to HCPSS curriculum. College and Career Ready students build their capacity of mathematics from elementary (preK-6) concepts. These concepts are grounded in ideas about number, place value, computation, and fractions. Proficiency with these concepts enables students for success with higher-level mathematics including algebra and geometry. Diverse learners have diverse strengths and needs. Mathematics teachers must identify students' needs to differentiate instruction.
2. Project Objectives and Goals
 - 2.1. Structural Objectives. The Solution shall:
 - 2.1.1.be accessible to HCPSS students, staff, and teachers. (See [Attachment G Accessibility Assessment](#))
 - 2.1.2.allow for automatic rostering, account provisioning, and single sign-on integration with HCPSS information technology systems
 - 2.1.3.meet federal data collection and reporting requirements.
 - 2.1.4.be dynamic to meet current and future needs of the school system
 - 2.1.5.have a streamlined integration with the HCPSS LMS, Canvas or Clever SSO and Rostering
 - 2.2. Programmatic Objectives. The Solution shall:
 - 2.2.1.support and enhance learning while providing equity and accessibility. (See [Attachment G Accessibility Assessment](#))
 - 2.2.2.be available everywhere and anytime, empowering students, teachers and staff to access learning experiences.
 - 2.2.3.be student-centered and easy for elementary teachers and students to use
 - 2.2.4.align with instructional technology standards and [Maryland's Early Learning Standards](#).
 - 2.2.5.use instructional strategies that align with best practices for early childhood education to assess student understanding and report data to teachers, administrators, and parents. Data reporting should be provided electronically with print capabilities
 - 2.2.6.strategically support effective implementation of the Maryland State Department of Education (MSDE) College and Career-Ready Standards, [Maryland's Early Learning Standards](#), and the MSDE Technology Plan and Guiding Principles.
 - 2.2.7.instructs and assesses concepts and student progress in the early learning domains, including language arts and mathematics.
 - 2.2.8.develops student understanding through instructional interactives and varied levels of cognitive demand.
 - 2.3. Goals. The primary goals of the Adaptive Prekindergarten Software solution are to help achieve the following standards, through scaffolded supports:
 - 2.3.1.Students leverage technology to take an active role in choosing, achieving and demonstrating competency in their learning goals, informed by the learning sciences.
 - 2.3.2.Students critically curate a variety of resources using digital tools to construct knowledge, produce creative artifacts and make meaningful learning experiences for themselves and others.
3. Mandatory Requirements. The Adaptive Prekindergarten Software solution shall:
 - 3.1. Align with HCPSS [prekindergarten curriculum](#) and [Maryland's Early Learning Standards](#).
 - 3.2. Have a "strong" or "moderate" rating according to ESSA's evidence based standards (<https://ed.gov/policy/elsec/leg/essa/guidanceusesinvestment.pdf>)
 - 3.3. Align with research-based effective early childhood instructional strategies for language arts and mathematics, in addition to other optional subject offerings.
 - 3.4. Develop understanding of concepts in addition to assessing them
 - 3.5. Provide student performance data relative to curriculum standards
 - 3.6. Provide student usage data
 - 3.7. Provide reports to teachers, administrators, and parents
 - 3.8. Provide before and after school access to students
 - 3.9. Be web-based and supported on different browsers (including Chrome), operate on MAC or Windows operating systems, and function on mobile devices including tablets.
 - 3.10.Incorporate diverse learning environments that engage students and make use of drag-and-drop options

3.11. Adapt instructional sequence based on student responses

4. Software Requirements. The Solution shall:
 - 4.1. be web-based/cloud based
 - 4.2. support multi-year subscriptions
 - 4.3. support users throughout the Howard County Public School System (see School Listings and Contacts <https://www.hcpss.org/schools/>).
 - 4.4. import/export data to Microsoft Office suite software and file formats, as well as industry standard html and/or xml formats including xls, xlsx, doc, docx, and cvs.
 - 4.5. import data to/from HCPSS's student information system (Synergy) and comply with HCPSS's chart of accounts.
 - 4.6. import/export data to Clever or Canvas/LTI with roster provisioning to provide security control features, so that access to files, records, fields, and functions can be restricted to authorized personnel.
 - 4.7. provide features that would detect and block access to unauthorized users. The portal shall provide an audit trail of unauthorized attempts. The audit trail shall log all user activity and system changes including data imports and exports.
 - 4.8. provide for "role based" security maintained by the application administrators
5. Reporting Requirements. The Solution shall be capable of producing reports that identify:
 - 5.1. subject-specific concepts that students are learning
 - 5.2. usage data and performance measurements locally and across the district for teachers, students, and parents to inform and assist in instructional decisions
6. Training Requirements. The Offeror shall provide the necessary training for system administrators, user personnel, and systems support staff through asynchronous professional learning modules. This training must assure that the users will be capable of continued operation of the software and that systems development staff will be capable of maintaining the software and handling the diagnosis of software problems. The school system shall provide instructional staff access to the Offeror-developed asynchronous learning modules.
7. Project Manager. Provide a Project Manager who shall be HCPSS's single point of contact ("POC") for managing the contract through contract expiration or termination. It is expected that this person be available for on-site meetings, especially during the initial months of the engagement, and once the Contractor's staff is stabilized, thereafter, for periodic face-to-face and/or teleconference meetings for relationship check-ups. The POC shall be a full-time employee or agent for the Contractor. The POC shall be the lead person for engagement and will be responsible for managing all Contractor resources both on-site and remote.
8. Implementation. Offeror shall provide a detailed project action plan and timeline schedule for implementation of proposed solution.
9. Service and Support Requirements
 - 9.1. Help Desk Service – The Offeror shall provide a Help Desk Service staffed with trained, experienced personnel between the hours of 8:30 a.m. to 4:30 p.m. EDT Monday through Friday. The Offeror shall include help desk service support, including a ticketing system, online chat, on-line guides/resources and phone number within the Agreement at no additional charge.
 - 9.2. The Offeror shall guarantee that the solution will be available 99% of the time (excluding scheduled maintenance and emergency maintenance). If an outage occurs due to critical system failure, the Offeror will credit HCPSS 1/30th of the monthly fee (calculated if fees are paid on another basis) paid by the customer for the affected critical systems for every day of downtime (up to, but not exceeding 100% of one monthly payment)
 - 9.3. The comprehensive curricular platform must include a dedicated customer success coach who works with the district's leadership team to ensure success. Specifically, the customer success coach should:
 - 9.3.1. Onboard the team and teachers through video lessons, webinars, and/or asynchronous professional learning modules
 - 9.3.2. Facilitate check-in calls with instructional leaders
 - 9.3.3. Help the district track student mastery of standards over time
 - 9.3.4. Provide global account provisioning (teachers and students)
10. File Back-Up/File Recovery. The Offeror shall provide procedures for adequate backup and recovery of files

related to the proposed software. The procedure must assure, to a reasonable degree that upon software failure, disk failure or other system component failure that system databases are restored to their pre-failure status and that data integrity is maintained. Recovery from failure must be provided such that operation may be continued immediately following replacement of the failing component.

11. Data Migration/Integration. HCPSS currently maintains one student information system, Synergy, to manage its student information needs. Synergy is a web-based solution hosted at our facility. Synergy handles registration, enrollment, attendance, conduct, scheduling, reporting, health, gradebook, and has a student and parent portal. Student data is exported from Synergy to several third-party vendors. The Solution must work with Synergy and Clever for teacher, student, and class accounts creation.
12. FERPA Regulations. Offeror must guarantee that the solution complies with FERPA regulations and sign Attachment C Client Data Sharing Agreement

SECTION 5. EVALUATION CRITERIA

1. Summary.
 - 1.1. Offeror's Technical Proposal shall be submitted separate from the PRICE PROPOSAL and be clearly identified as TECHNICAL PROPOSAL - "*company name*". Clear, concise, yet detailed responses to the technical criteria below are to be provided. Offerors shall insert a page break for each section of the Proposal to separate responses to each of the technical criteria.
 - 1.2. Beginning with the Transmittal Letter, proposals shall be submitted as structured below. The Offeror agrees and shall comply with all provisions and specifications as stated in this RFP. Failure to respond to these submittal requirements may result in the proposal being considered non-responsive.
2. Evaluation Criteria. Evaluation Criteria provide for a consistent method of identifying the best overall cost-effective Solution that meets the requirements identified in this RFP. The criteria categories listed below shall be used to determine how satisfactorily Offerors have addressed the requirements identified in this RFP. Evaluation of each category shall include, but not be limited to, the line items listed. The highest scoring proposals will be selected for the shortlist. HCPSS's recommendation for award by the Howard County Board of Education will be based on Offeror's criteria scores.

HCPSS will only evaluate Proposals meeting the guidelines of this RFP. The criteria that will be used in evaluation and scoring of this RFP will include responses to the following:

- 2.1. Technical Requirements
- 2.2. Support & Service
- 2.3. Implementation Plan
- 2.4. References
- 2.5. Other Value-Added Services
- 2.6. Pricing

1. Technical Proposal. It is the Offeror's responsibility to tailor its response to demonstrate its qualifications to perform the scope of work specifically for HCPSS. Offerors shall insert a page break for each section of their Proposal to separate responses to each of the technical criteria. Responses to the criteria identified below shall be clear, concise, yet detailed, and in the order provided in Section 4, Scope of Work. Failure to include any of the items listed below may disqualify your firm's response. Offeror's Technical Proposal shall be submitted separate from the PRICE PROPOSAL and clearly identified in its proposal as TECHNICAL PROPOSAL.
 - 1.1. Transmittal Letter. A transmittal letter shall be prepared on the Offeror's business stationery. The letter shall be an executive summary that clearly and concisely describes the Offeror's understanding of the scope of work. The letter shall be signed by an individual who is authorized to bind the firm to all statements, including services and financial commitments. Include the Offeror's official business address and state in which it is incorporated or organized. An appropriate contact name, title, phone number, and email address should also be provided for HCPSS's use during the procurement process.
 - 1.2. Project Objectives and Goals: Provide a comprehensive, detailed high-level narrative describing how the proposed Solution meets each of HCPSS' requirements identified in this RFP.
 - 1.3. Mandatory Requirements: Provide a comprehensive, detailed narrative describing how the proposed Solution meets each of HCPSS' Mandatory Requirements in the order provided in Section 4, Scope of Work.
 - 1.4. Software Requirements: Provide a comprehensive, detailed narrative describing how the proposed Solution meets each of HCPSS' Software Requirements in the order provided in Section 4, Scope of Work.
 - 1.5. Reporting Requirements: Provide a comprehensive, detailed narrative describing how the proposed Solution meets each of HCPSS' Reporting Requirements in the order provided in Section 4, Scope of Work.
 - 1.6. Training Support: Provide a comprehensive, detailed narrative describing how the proposed Solution meets

each of HCPSS' Training Requirements Describe training capabilities and ability to provide in-depth training tailored to user roles. Indicate if training is provided in-person, virtually, on-demand, etc. Technical support should also include high-level self-help knowledge base and documentation on the application and its functionality.

- 1.7. Staffing Qualifications: Provide a resume, including education and employment history for the Project Manager (Single Point of Contact) who is proposed to support the Solution through the life of the resulting contract.
- 1.8. Implementation. Provide a proposed timeline and schedule for implementation of the Solution. Include assumptions, HCPSS resources required, and any other relevant information.
- 1.9. Service and Support: Provide a comprehensive, detailed narrative describing how the proposed Solution meets each of HCPSS' Service and Support Requirements. Also include the firm's SLA's in regard to technical support.
- 1.10. Architecture. Indicate the architecture of the Solution. Indicate if software installed on an on-premises server, on-premises hardware appliance, on-premises virtual appliance, and/or public cloud- based service. Describe your firm's software back-up and recovery plan. Describe how your firm intends to integrate with HCPSS technology systems.
- 1.11. Implementation: Provide a proposed timeline and schedule for implementation of the Solution. Include assumptions, HCPSS resources required, and any other relevant information.
- 1.12. Unique Qualifications. Provide a narrative to elaborate on any special/unique qualifications, expertise, and/or experiences of the Offeror and/or any member of its team, which make it uniquely capable to provide a solution to HCPSS.
- 1.13. Company Profile/Demonstration of Prior Work. The Offeror shall demonstrate and certify that it possesses at a minimum three (3) years of experience providing product and services as described in this document to institutions similar to HCPSS in scale. Provide details on company history, number of employees, and annual sales volume for 2018 and 2019.
- 1.14. References. Identify the last three implementations for this proposed product offered. Include the School System Name, Point of Contact Name, Phone, Email, Address, Number of Students, Date of Contract Signing and Date of Initial Implementation Contract Completion, and description of services provided.
- 1.15. Attachment A RFP Signature Sheet. Complete and sign the RFP Signature Sheet
- 1.16. Attachment B Insurance Requirements. Acknowledge compliance with HCPSS Insurance Requirements.
- 1.17. Attachment C Client Data Sharing Agreement. Complete and sign HCPSS Client Data Sharing Agreement.
- 1.18. Attachment D Receipt of Addenda Form. If addenda to the RFP documents are issued prior to the due date and time for Proposals, the Acknowledge Receipt of Addenda Form shall be completed and signed.
- 1.19. Attachment E Bid/Proposal Affidavit. Complete and sign the Bid/Proposal Affidavit
- 1.20. Attachment F Agreement for Professional Services. The HCPSS Contract for this procurement will contain the provisions in all terms and conditions, attachments, addenda, presentations, and discussion materials as well as any additional terms required by HCPSS. By submitting a Proposal, the Offeror acknowledges that they have reviewed the Agreement for Professional Services and will execute a contract with these terms and conditions after award by the Board of Education. For accounting purposes only HCPSS will issue a purchase order to the awarded firm.
- 1.21. Attachment G Accessibility Assessment. Complete and sign the *Accessibility Assessment*

SECTION 6. EVALUATION PROCESS

1. Evaluation
 - 1.1. Following evaluation of the Proposals the Evaluation Committee will make an initial overall ranking of the Proposals and recommend to the Purchasing Office the award of the contract(s) to the Offeror whose Proposal(s) is (are) determined to be the most advantageous to HCPSS. Minor irregularities contained in Proposals, which are immaterial or inconsequential in nature, may be waived wherever it is determined to be in HCPSS's best interest and when permitted by law.
 - 1.2. Following the Purchasing Office's qualifying review and approval, the decision for progressing in the procurement process will be made based ranking the strengths, weaknesses, advantages, and deficiencies of each Proposal. The decision to award a Contract will be made at the discretion of the Purchasing Office.
2. Shortlisting: A shortlist may be developed based on the Evaluation results. All Offerors will be notified of the results as they pertain to their respective Proposal. Shortlisted Offerors may also be required to provide a product trial.
3. Oral Presentations/Discussion Sessions.
 - 3.1. Purpose: Based on the Evaluation Committee's initial Evaluation, HCPSS may invite, without cost to itself, the shortlisted Offerors to an oral presentation/discussion session ("Discussion Session"). The purposes of the Discussion Session are as follows:
 - 3.1.1. To provide the Offeror the opportunity to demonstrate its product;
 - 3.1.2. To discuss/clarify any and all aspects of the Technical Proposal, in particular the proposed solution, cost model options, approach/methodologies, implementation process, schedule, staffing of the contract, and ongoing support of the Solution and other applicable professional services;
 - 3.1.3. To allow the HCPSS to meet the Offeror's key personnel and for these personnel to convey directly their experience and expertise in the proposed product and its implementation; and,
 - 3.1.4. To provide an opportunity to clarify the scope of services for the intended contract and discuss any items addressed in the Technical Proposal that may require additional clarification.
 - 3.2. Format: The Discussion Session will be informal, as HCPSS is not interested in a sales presentation by executives and business development staff; rather, HCPSS is requesting an interactive discussion with each of the shortlisted Offerors and the experienced personnel submitted in their proposals. It is important that those key personnel who are proposed to be assigned to HCPSS fully participate in the presentation and discussion. These individuals may be asked to demonstrate their technical skills so HCPSS can evaluate their knowledge and expertise for the specific position they will fill. Ample time will be available for HCPSS and the Offeror to ask questions and discuss issues and concerns related to the Project, the scope of the services, and the Offeror's capabilities and qualifications. We anticipate that the Discussion Session will be 90 to 120 minutes in length. Information presented or discussed in the Discussion Session may supersede information provided in the initial offer. Following the Discussion Session, additional follow-up and/or clarification documentation may be requested of each Offeror.
 - 3.3. Date: The times and dates for the Discussion Session(s) will be set upon completion of the Initial Evaluation. Offerors are advised to set these dates aside in their entirety on the calendars of key personnel identified in their offer.
 - 3.4. Location. The discussion may be onsite at HCPSS, via telephone, or via web conference.

SECTION 7. PRICE PROPOSAL

1. Meet Requirements. Offeror shall respond with pricing that meets the requirements provided in this RFP and described in Offeror's technical response on Attachment K Cost Work Sheet.
2. All-Inclusive. Prices offered shall be inclusive of all overhead, profit, travel, accommodations, administrative fees, and direct and indirect costs and shall represent onsite and remote staff work within or for Howard County, MD. HCPSS will not recognize or accept any separate or additional charges or fees to perform the services identified in this RFP.
3. Non-Recurring/Recurring Costs. Offeror shall identify and itemize all initial non-recurring costs and all subsequent monthly and/or annual recurring costs extended for a total of (3) five years.
4. Price Structure
 - 4.1. Pricing structure shall be provided as follows:
 - 4.1.1. Non-Recurring Costs (NRC). Systemwide pricing (30 Schools, 1,500-2,000 students). Provide pricing per student and total price.
 - 4.1.2. Monthly Recurring Costs (MRC) Systemwide pricing (30 Schools, 1,500-2,000 students). Provide pricing per event/location and total price.
 - 4.1.3. Itemized Prices as applicable
 - 4.1.4. Hourly Rates. Provide breakdown of position/title as applicable.
 - 4.1.5. Custom Integration charges. Per hour with a Not-to-Exceed Price.
 - 4.1.6. Multi-year subscription options
 - 4.1.7. Value Added Services: Offeror shall include any value-added optional services and/or products along with corresponding pricing.
5. Separate Submittals. Offeror's PRICE PROPOSAL shall be submitted separate from the TECHNICAL PROPOSAL and clearly identified as PRICE PROPOSAL.
6. Best and Final Offers. Following the evaluation and/or Discussion Session, Best and Final Offers may be requested of selected Offerors.
7. Negotiations. HCPSS may select for award one (1) or more Offeror(s) to negotiate the terms and conditions of the Contract. HCPSS reserves the right to make an award with or without negotiation.
8. Basis for Award. Technical merit will have a greater weight than cost in the final ranking. Award may be made to the Offeror with a higher technical ranking even if its Price Proposal is not the lowest. The Purchasing Office retains the discretion to examine all factors to determine the award of the contract. The goal is to contract with the Offeror(s) that would best meet the needs of HCPSS as set forth in the RFP

Attachments and Forms (Check List)

		Offeror Recognizes/ Acknowledges Acceptance		
		Yes	No	
Attachment A	Signature Sheet (<i>signature required</i>)	Yes	No	
Attachment B	Insurance Requirements	Yes	No	
Attachment C	Client Data Sharing Agreement (<i>signature required</i>)	Yes	No	
Attachment D	Acknowledgement of Receipt of Addenda (<i>signature required</i>)	Yes	No	
Attachment E	Bid/Proposal Affidavit (<i>signature required</i>)	Yes	No	
Attachment F	Agreement for Professional Services	Yes	No	
Attachment G	Contractor Performance/Evaluation Scorecard	Yes	No	
Attachment G	Accessibility Assessment (<i>complete and sign</i>)	Yes	No	

Submit this completed Check List with your Technical Proposal

Attachment A

SIGNATURE SHEET

A. Offeror's Certification

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

I/we certify that this bid is made without having contacted any employee within HCPSS unless such contacts were previously authorized by the Purchasing Officer.

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

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

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

B. Vendor/Contractor Disqualification -Bribery

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

Submitted by:

(company name)

(street address)

(city, state and zip)

(company telephone number)

(name of person authorized to sign bid)

(title of authorized representative)

(signature of authorized representative) (Date)

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

Attachment B

INSURANCE REQUIREMENTS

1 - General Insurance Requirements:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.1 - The Contractor shall purchase the following insurance coverages:

2.1.1 - Commercial general liability with a minimum limit of \$2,000,000 per occurrence, \$2,000,000 annual aggregate including all of the following:

- i. General aggregate limit is to apply per project;
- ii. Premises/operations;
- iii. Actions of independent Contractors;
- iv. Products/completed operations to be maintained for two years after completion of the Work;
- v. Contractual liability including protection for the Contractor from claims arising out of liability assumed under this contract;
- vi. Personal injury liability including coverage for offenses related to employment;
- vii. Explosion, collapse, or underground (XCU) hazards (confirmation of underground hazard coverage must be confirmed by either certificate of insurance or in writing by Contractor's agent, broker or insurer);

2.1.2 - Business automobile liability including coverage for any owned, hired, or non-owned motor vehicles and automobile contractual liability with a limit of \$2,000,000 per accident; uninsured motorist coverage at minimum statutory limits.

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

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

2.1.5 - Aircraft liability including coverage for any owned, hired or non-owned aircraft utilized in the project (e.g. installation of HVAC unit on school roof) with a minimum limit of \$5,000,000 per occurrence applicable to aircraft while in flight or in motion. A higher limit may be required by the Board of Education of Howard County Maryland upon exposure review.

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

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

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

BUILDERS RISK INSURANCE

4 - Builders Risk Insurance

4.1 - The owner shall purchase and maintain builders risk insurance with a limit equal to the initial contract amount and any amendments to the contract which affect the project cost on a replacement cost basis. Insurance shall be maintained until final payment under the contract has been made or until no person or entity other than the Board of Education of Howard County Maryland has an insurable interest in the covered property, whichever is earlier. The builders risk insurance shall include the Board of Education of Howard County Maryland, Contractor, Subcontractors and Sub-subcontractors as named insureds.

4.2 - Insurance shall be on an all-risks policy form including the perils of fire, extended coverage, theft, vandalism, malicious mischief, collapse, and earthquake. Coverage is to apply for demolition occasioned by enforcement of any applicable legal requirements, and architect's fees. Coverage for the peril of flood shall not be required unless otherwise provided in the Contract Documents.

4.3 - The Contractor shall be responsible for payment for any deductibles applicable to the coverages. The deductible amount applicable to this contract is \$10,000.00.

4.4 - Unless otherwise provided in the Contract Documents, the builders risk insurance shall cover materials to be incorporated into the project which are stored off the site.

4.5 - The owner shall purchase and maintain boiler and machinery insurance. The boiler and machinery insurance shall cover objects during installation and until final acceptance by the Board of Education of Howard County Maryland.

4.6 - The Board of Education of Howard County Maryland and Contractor waive all rights against each other and any of their Subcontractors, Sub-subcontractors, elected or appointed officials, agents, employees, and consultants for damages caused by perils covered by this builders risk insurance or to the property insurance applicable to the project. The policies shall provide such waivers of subrogation by endorsement or otherwise.

4.7 - Any loss under builders risk insurance shall be payable to the Board of Education of Howard County Maryland as fiduciary for the insureds, as their interests may appear, subject to any mortgagee clause. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner

4.8 - The Board of Education of Howard County Maryland as fiduciary, shall have the right to adjust and settle a loss with insurers.

4.9 - The insurance company providing the builders risk coverage shall grant permission for the Board of Education of Howard County Maryland to partially occupy or use the premises under construction prior to final acceptance.



CLIENT 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 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.

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

Attachment E

BID/PROPOSAL AFFIDAVIT

**IFB/RFP Title
BID #002.21.B5**

Date: _____

Bidder: _____

AFFIDAVIT

Special Instructions: An authorized representative of the bidder shall complete the following affidavit in accordance with these bid documents 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 organization named _____ 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 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 and 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, their position with the firm, and the sentence or disposition of the charge.

(you may attach an explanation as 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 Maryland is genuine and not collusive or a sham; that said bidder has not colluded, conspired, connived and agreed, directly or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding and is not in any manner, directly or indirectly, sought by agreement of collusion or communication or conference, with any person to fix the bid prices of the affidavit or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that if any bidder, or to secure an advantage against the Board of Education of Howard County Maryland 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 Maryland 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.

CONFLICT OF INTEREST – FINANCIAL DISCLOSURE STATEMENT

As used below, the following terms have the meaning indicated:

A. "Financial interest" means: (1) Ownership of any interest as the result of which the owner has received, within the past three years, or is presently receiving, or in the future is entitled to receive, more than \$1000 per year; or (2) Ownership of more than three percent of a business entity, by a Board member or school system employee.

B. "Qualified Relative" means a spouse, domestic partner, parent, child, and sibling.

Except as disclosed below, the bidder has examined its business records and states that to the best of its knowledge:

1. No Board of Education member or school system employee, or their Qualified Relative, has a Financial Interest in the company or its holding company or a subsidiary;
2. No Board of Education member or school system employee, or their Qualified Relative, is an officer, director, trustee, partner, or employee of the company or its holding company or a subsidiary; and
3. No Board of Education member or school system employee, or their Qualified Relative, is negotiating or has any arrangement concerning prospective employment with the company or its holding company or a subsidiary.

DISCLOSURES:

Attach as necessary.



AGREEMENT FOR PROFESSIONAL SERVICES

AGREEMENT # _____

THIS AGREEMENT is entered into this ___th day of _____2020, by and between the Board of Education of Howard County (hereinafter referred to as the "Board") and _____ (hereinafter referred to as the "Contractor").

RECITALS

WHEREAS, the Contractor submitted a proposal to RFP #____, _____ issued by the Board and has been selected to perform _____ 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; and

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

ARTICLE I - CATEGORY OF WORK AND SERVICES

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

RFP #____, _____
Proposal Response dated _____.

ARTICLE II - TERMS AND CONDITIONS

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

ARTICLE III - TERM OF AGREEMENT

The term of agreement shall begin on the date indicated above and continue for a period of _____ year(s), terminating _____. *The agreement may be extended _____ additional one-year periods at the sole option of the Board of Education.*

ARTICLE IV - PAYMENTS AND SCHEDULE OF PAYMENTS

The Contractor shall receive full compensation for all work and services performed according to conditions outlined in the solicitation.

ARTICLE V- 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

By: _____(SEAL)
Mavis Ellis, Chair
Board of Education of Howard County

APPROVED:

By: _____(SEAL)
Michael J. Martirano, Ed. D., Superintendent
Howard County Public School System

WITNESS:

By: _____
Signature

Typed Title

Company Name

Address

City, State Zip

Telephone Fax

Attachment G

Accessibility Assessment

Offerors shall provide the following Confirmation/Answers on a separate page

1. Provide a copy of their VPAT (Voluntary Product Accessibility Template).
2. Confirm conformation with WCGA 2.1, level AA standards.

Recommended

1. What automated and manual testing do you perform to test and evaluate applications for accessibility for individuals with disabilities? Please describe your testing process in detail.
2. Does your product undergo accessibility testing prior to each major release? Do you use a third-party accessibility evaluation company to verify your accessibility compliance? If so, are you willing to provide a copy of your most recent evaluation report?
3. Which assistive technologies on the Windows OS and macOS platforms do you test with in order to evaluate access for blind and visually impaired individuals? Please describe and provide supporting evidence of your assistive technology testing process.
4. What is your policy and process for responding to issues identified as an accessibility error for applications in development and production environments? How do you track and prioritize accessibility issues?
5. What methods do you use to inform customers of accessibility errors?
6. What percentage of your software development and QA testing team is focused on Accessibility?

Internal Testing

1. Solution shall navigate the page/product interface using only your keyboard.
2. Solution shall use the TAB key to navigate forward.
3. Solution shall use SHIFT+TAB to navigate backwards.
4. Solution shall use the ENTER key or the spacebar to trigger links and buttons.
5. Can the user get to every interactive element, including form fields, links, and buttons?
6. Can the user see where your keyboard focus is?
7. Does the application provide keyboard equivalents for all mouse operations and windows?
8. Are tabs ordered logically to ensure smooth navigation?
9. Are shortcut keys provided for menus?
10. Does the application support all operating systems?
11. Is the response time of each screen or page clearly mentioned so that End Users know how long to wait?
12. Are labels written correctly in the application?
13. Is the color of the application flexible for all users?
14. Are images or icons used appropriately, so it's easily understood by the end users?
15. Does the application have audio alerts?
16. Can a user be able to adjust audio or video controls?
17. Can the user override default fonts for printing and text displays?
18. Can the user adjust or disable flashing, rotating, or moving displays?
19. Check to ensure that color-coding is never used as the only means of conveying information or indicating an action
20. Is highlighting visible with inverted colors?
21. Testing of color in the application by changing the contrast ratio
22. Is audio and video related content properly heard by the disability people?
23. Test all multimedia pages with no speakers in websites