



Office of Purchasing
10910 Clarksville Pike, Ellicott City, Maryland 21042-6198
(410) 313-6723, fax (410) 313-6789

REQUEST FOR PROPOSALS

**ATHLETIC VIDEO SERVICES FOR THE ENHANCEMENT OF STUDENT
ATHLETIC PERFORMANCE**

RFP No. 009.21.B1

To All Interested Services Contractors:

The Howard County Public School System (HCPSS) invites your submittals to provide video and network access to athletic events and practices for the purpose of enhancing student training in accordance with this Request for Proposals (RFP) No. **009.21.B1**.

RFP documents may be obtained on **Thursday, November 4, 2020** at the Howard County Department of Education, Purchasing Office website <https://purchasing.hcpss.org/business-opportunities>.

The Purchasing Office's contact for this project is Mr. Douglas Pindell, dpindell@hcpss.org. Offices are working remotely so please use the email for contacting staff.

Submittals shall be submitted electronically via email in their entirety (all pages) in PDF format no later than Tuesday, November 23, 2020 at 3:00 P.M. to BidsandProposals@hcpss.org. Bids that contain either more than one file, or files larger than 75MB, shall be inserted into an e-folder and compressed in a .zip file. To ensure delivery, if file size cumulatively exceed 75MB, it is recommended that bidders submit separate emails labeled No.1, No.2, etc.

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

It is the bidder's sole responsibility to regularly visit the HCPSS Purchasing web site listed above to download and acknowledge receipt of all Addenda. It is highly recommended that bidders ascertain if they have received all the addenda issued prior to submitting their proposal. Failure of any bidder to receive any such Addenda or interpretation may not relieve such bidder from obligation under his/her proposal as submitted.

All questions should be directed, in writing, no later than 12:00 P.M., Wednesday, November 18, 2020 to the contact above. The Howard County Public School System is under no obligation to respond to any questions that are received after the cutoff date and time. Only answers provided via addenda issued by the HCPSS will be binding. Under no circumstances are bidders, including third party vendors or their staff, to contact any other HCPSS staff, employees or any related constituency for purposes associated with this solicitation, including but not limited to, obtaining or providing information. **Bidders failing to comply with this requirement may be disqualified.**

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

Sincerely,

Douglas Pindell
Director of Purchasing



Office of Purchasing
10910 Clarksville Pike, Ellicott City, Maryland 21042-6198
(410) 313-6723, fax (410) 313-6789

THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM
10910 Clarksville Pike
Ellicott City, Maryland 21042

NO BID REPLY FORM

Sealed Bid For: **ATHLETIC VIDEO SERVICES FOR THE ENHANCEMENT OF STUDENT ATHLETIC PERFORMANCE**

Bid Number: 009.21.B1

Bidder: _____

To assist us in obtaining good competition on our Request for Bids, we ask that each firm that has received an invitation, but does not wish to bid, state their reason(s) below. This information will not preclude receipt of future invitations unless you request removal from the Bidders' List by so indicating below. This form may be faxed to (410) 313-6789.

We must offer a "No Bid" at this time because:

- _____ 1. We do not wish to bid under the terms and conditions of the Bid document. Our objections are:

- _____ 2. We do not feel we can be competitive.
- _____ 3. We cannot submit a bid because of the marketing or franchising policies of the manufacturing company.
- _____ 4. We do not wish to sell to The Howard County Public School System. Our objections are:

- _____ 5. We do not sell the item(s)/service(s) requested in the specific specifications.
- _____ 6. Other: _____

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SECTION I
GENERAL INFORMATION

A. Purpose

The Howard County Public School System (HCPSS) desires to establish a system-wide agreement with a qualified firm to provide a cloud-based suite that is an integrated video capture, editing and distribution solution to for the participating high schools in accordance with this RFP and any federal, state and local regulations.

B. Background

1. The Howard County Public School System (HCPSS) currently has 56,000 students in 77 schools (a 13th high school is due to open in 2022-23) and is located between the metropolitan areas of Baltimore, Maryland and Washington, DC. While it is a suburban system in many respects, parts of it are becoming more urbanized with an influx of students and families from the two major metropolitan areas, many of them coming because of the outstanding reputation of the school system.
2. Respondents to this solicitation are encouraged to review the data contained in HCPSS' website for a better understanding of HCPSS, its organization and management, and the services it provides. The website includes a summary of the approved Operating Budgets. This website may be accessed at <http://www.hcpss.org/>

C. Obligations of HCPSS

1. HCPSS shall pay no costs or other amounts incurred by any entity in responding to this RFP or prior to the effective date of the contract entered into for the services provided. HCPSS reserves the right, in their sole discretion, to select qualified responses to this RFP without discussion of responses with respondents. HCPSS reserves the right to reject any or all submitted responses. All submittals will become a part of the HCPSS official procurement files, and will be available for public inspection.

D. Respondent Obligations

1. Submittals must identify any proposed subcontractors, and outline the contractual relationship between Consultant and each joint respondent or subcontractor. Future additional or substitute subcontractors must be approved by HCPSS in advance of service award. An individual with authority to bind each proposed subcontractor or joint respondent must sign a statement to the effect that the subcontractor or joint respondent has read and agrees to abide by Consultant's obligations under the Contract. The Consultant's submittals must include originals of these statements.
2. Consultant will be the sole point of contract responsibility. HCPSS will look solely to Consultant for performance of the contract. Consultant will indemnify and hold harmless HCPSS from any claim asserted by or against Consultant, Consultant's subcontractors or joint respondents.
3. Although not detailed in this document, HCPSS reserve the right to negotiate a contract amendment with the Consultant for additional services that may be required.

E. Respondent Understanding of RFP

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

F. Deadline for Submission of Responses

1. To be considered, submittals shall be submitted electronically via email in their entirety (all pages) in PDF format no later than the time and date specified in the Notice to Bidders to BidsandProposals@hcpss.org, in order to be considered for this project/service.

G. Right to Amend, Modify or Withdraw RFP

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

H. Issuing Office

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

Douglas Pindell
Director of Purchasing
Howard County Public School System
10910 Clarksville Pike
Ellicott City, Maryland 21042
410 971-8944

dpindell@hcpss.org

<https://purchasing.hcpss.org/business-opportunities>

2. Written questions must be received prior to or no later than the last day for questions date and time provided in this document. HCPSS will make every effort to provide a timely response to questions.

I. Open Records

1. Following the award and execution of the Contract, responses to this RFP are subject to release as public information unless HCPSS has determined that parts of the submittal are confidential. It is recommended that respondents consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information.
2. In the event HCPSS receives a public information request for records related to this RFP, the school system may contact respondents if it believes a portion of this submittal could be considered confidential under the Maryland Public Information Act or other applicable state and federal law. Once contacted, respondents will be asked to submit in writing specific

detailed reasons, including any relevant legal authority, stating why it believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. Final decisions for releasability are the responsibility of HCPSS based on available information at the time of receipt of the public information request.

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

J. Written Questions and Official Responses

1. Inquiries concerning this RFP must be in writing and received by the Issuing Office no later than the date and time specified in this RFP. Telephone inquiries will not be accepted. Questions may be submitted by e-mail to the Director of Purchasing, Douglas Pindell, dpindell@hcpss.org to inquiries of a general nature that can be addressed by referring the requestor to information already provided in the RFP document will be addressed directly with that requestor. Responses to inquiries of a specific nature that are not addressed in the RFP or would be beneficial for all potential firms to have will be addressed in an written addendum. HCPSS reserves the right, in its sole discretion, to determine whether a request is of a general or specific nature.
2. If a respondent discovers any ambiguities, conflicts, discrepancies, exclusionary specifications, omissions, or other errors in this RFP, respondent must immediately notify the Issuing Office. If a respondent fails to so notify the Issuing Office, such respondent submits a response at its own risk and under such conditions. If such respondent is awarded a contract, then it is not entitled to additional compensation, relief, or time by reason of the error or its later correction.

K. Clarifications and Addenda

1. Should a Bidder find discrepancies in the bid documents, or should they be in doubt as to the meaning or intent of any part thereof, they must request clarification in writing from the issuing Office Representative, no later than the last day for questions specified in these documents, and the Purchasing Representative for the solicitation will respond by issuing a written Addendum to the Contract. Failure to request such clarification is a waiver to any claim by the Bidder for expenses made necessary by reason of later interpretation of the RFP document's by HCPSS. Request shall include the RFP number and title.
2. HCPSS reserves the right to change the contents of this solicitation. Changes will be made in the form of written addenda and posted to the HCPSS Purchasing web site at, <https://purchasing.hcpss.org/business-opportunities>.
3. It is the bidder's sole responsibility to monitor the Purchasing web site prior to submitting their bid and acknowledge receipt of said addenda on the proper bid form. Failure to do so may result in non-receipt of important information and may not relieve such bidder from any obligation under his/her proposal submittal.

L. Time

1. The times stated in this document refer to the Eastern Time Zone.
2. HCPSS' regular office hours are 8:30 a.m. to 4:00 p.m., Monday through Friday, except for holidays.

M. Contract Period

1. This contract shall begin upon award by the Board of Education. The initial term of this agreement is for one (1) year beginning upon award. HCPSS reserves the right to renew the contract for four (4) additional one (1) year periods pending available funding.
2. Any contract awarded pursuant to this Request for Proposal shall be conditioned upon successful performance of the contractor and annual appropriation made by the Board of Education of Howard County of funds sufficient to pay compensation due the successful Offeror under the contract after the initial fiscal year. The contract shall provide that if such an appropriation is not made in any fiscal year, and the Board lacks funds from other sources to pay the compensation due under the contract, the Board shall be entitled, at the beginning of or during such fiscal year, to terminate the contract.
3. If the contract should not be renewed or no additional renewal periods issued, any previously assigned work will be completed under the existing contract terms.

N. Inclement Weather or other unanticipated HCPSS Closings

1. In the event that Howard County Public Schools are closed for students on the scheduled Proposal due date, but the Purchasing Office located in the Administrative/Central Offices are open then the proposals will be due as specified in the original documents. In the event the Schools have a delayed opening on the date the proposals are due, the proposal date and time will not change. In the event that the HCPSS Administrative/Central Offices are closed as the result of inclement weather or for other unanticipated reasons, Bids will be due on the next day that the Administrative Central Office is officially open, at the same time specified. It is the bidder's responsibility to check the closure announcements.

O. Contract Documents

1. Contract Documents consist all bid documents, the specifications and scope of work, the 100% bid documents and any applicable addenda, and any additional documentation issued. All of these materials and documents associated to this solicitation will be included in the Contract(s) which the Board of Education awards as a result of this solicitation and will become the contract. The contractor, by submitting its proposal, agrees that if awarded the contract that it will be bound under the contract to all the Terms and Conditions of the contract for any future services awarded under this contract.

P. Signing of Forms

1. The Proposal, if submitted by an individual, shall be signed by the individual; if submitted by a partnership, they shall be signed by such member or members of the partnership as have authority to bind the partnership; if submitted by a corporation, they shall be signed by an officer, and attested by the corporate secretary or an assistant corporate secretary. If not signed by an officer there must be attached a copy of that portion of the by-laws or a copy of the board resolution, duly certified by the corporate secretary, showing the authority of the person so signing on behalf of the corporation. Signatures shall be under seal, i.e.: indicated

by word "(Seal)" following signature of individual and partner bidders, and indicated by affixing the Corporate Seal at corporate signatures.

Q. Submission Of Proposal

1. 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. Bids that contain either more than one file, or files larger than 75MB, shall be inserted into an e-folder and compressed in a .zip file.
2. Email subject lines, Folder names and File names shall include: "Bid Number, 044.20.B3 and Company Name". In the body of the email please include Bidder's contact person's email and cell phone number for contacting purposes if/when necessary.
3. 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. 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. Bidders will be notified by email.

R. Late Proposals

1. Proposals received after the date and time prescribed shall not be considered for contract award.

S. Description of Services and Contractor Duties

1. Video
 - a. An instant replay solution allowing for review from up to two angles. Coaches can use a camera, an iPad or an iPhone to record plays for instant review by everyone on the sideline and in the press box. The portable router acts as the bridge between all recording and viewing devices, no internet or computer needed. It integrates seamlessly with the existing platform, allowing for immediate upload of all video after the game.
 - b. A fully automated camera system built to record and upload scheduled events all on its own. With a secure mount designed to fit most indoor facilities, Focus can integrate with multiple accounts to capture an entire organization's games and practices, saving coaches and ADs the trouble of finding volunteers or expensive professionals
 - c. Allows a user to connect a camera to a computer and cut the video into distinct clips (with associated data) as the game is being played.
 - d. Allows a user to import video from a DVD directly within the video editor, without the use of a third-party converter. DVD capture also automatically cuts the DVD into clips, with each clip representing a play.
2. Analyse
 - a. Allows users to review, analyze and distribute video using a web-based platform.

- b. Gamebreaker and Sportscode allows users to conduct advanced, customizable analysis from their laptop or, via Coda, a compatible mobile device.
- c. Volleyball-specific web-based platform permits teams to analyze and share video from an exclusive library of matches, complete with crucial volleyball-centric data.
- d. Coaches can log in to the web platform to create detailed play diagrams for offense, defense and special teams, all linked directly to their video.
- e. Maximum 24-hour turnaround on full game breakdowns with a 90% accuracy rating. Completed breakdowns automatically generate interactive reports, including VPS scores for player and team performance. Coaches can then choose to add, edit or delete stats and create custom playlists.
- f. A free individual performance and analysis tool offering slow-motion playback, notes and drawings, community feedback, roster integration and side-by-side comparisons. Available for Android and iOS devices. Free upgrade to Elite available with a subscription.
- g. Automatically converts game video into distinct clips, often based on how the user pressed record and stop at the beginning and end of each play, or by algorithms designed to recognize the beginning of a new play.
- h. Allows a user to merge up to four angles of video with the click of a button. Coaches can view a play recorded from the press box or bleachers immediately followed by a clip of the same play recorded from a camera in the end zone.
- i. A feature in the Video Editor built to automatically synchronize clips from all angles.

3. Connect

- a. Allows a single user to distribute video analysis from Sportscode to connected devices in seconds, all over a private, portable network.
- b. Through platform, users can export video to DVD, save video as a .wmv or .avi file, or publish clips and breakdown data to highly-secured off-site servers.
- c. Allows the user to share video with all other teams in the league simultaneously.

4. Core features available through the web-based distribution platform:

- 1. **Unlimited accounts for players and coaches:** Each team has an unlimited number of accounts at their disposal. Typically, all coaches and players have their own accounts for access to all team tools.
- 2. **Access from anywhere:** Any user can access all of the tools the service provides from absolutely anywhere an internet connection is available. Free mobile apps for Android and iOS allow users to log in from most phones and tablets. The system also works on many browsers including Internet Explorer, Firefox and Safari on both PCs and Macs.
- 3. **Simultaneous online data breakdown:** One of the most tedious activities is entering breakdown information after a game with all coaches can enter data for a single game at the same time. The service intelligently merges all data entered from multiple computers into one master copy.
- 4. **Stats and reports:** Once breakdown data has been completed, the service allows the user to prepare a number of reports to analyze and spot tendencies within the data.
- 5. **Custom reports:** The service provides a full suite of reports already

prepared for the user, with the flexibility for a coach to build their own reports to see more specific information. Users can interact with any report by clicking on a statistic to view video associated with that number. Reports can also be printed for use during the game.

6. **The ability to create and share notes:** All users can pause the video at any time and make notes, either as text or ink, to point out the highs and lows of a given play. Once these notes are made, they can be shared with other coaches and players for review. This allows coaches to communicate with players, and vice versa, even when they aren't in the same room.

7. **Filter data:** All users can filter video based on the complete breakdown, with the option to save those filters to use again at a later time. The filtered clips can also be saved as a new playlist and instantly shared to anyone on the team. The recipient is notified via email that a new playlist was shared, and can click the link in the email to view the playlist.

8. **Film exchange:** Any team that uses the service can exchange an unlimited amount of video with other schools using the same service. After the exchange is made, the video is automatically added to the recipient's video library. Coaches can choose exactly what data, if any, is shared with the video, and an escrow system ensures that both teams share the appropriate games before access is granted to either team.

9. **Highlight pages:** Each player has his or her own page on which they can display the plays they've tagged as personal highlights. With the click of a button, he or she can share that highlight reel with family, friends and recruiters. Players can also order a DVD or downloadable file to save all of their highlights from the service.

10. **Recruiting:** All highlight video can be sent directly to colleges digitally. The service to receive is free for all college coaches with a verified email address, making it easier for players to be seen by any college that may have interest

11. **Presentations:** Coaches can build PowerPoint-like presentations within the service. The feature includes the ability to quickly insert video, images and play cards directly into the slides and share the presentation with other members of the team.

12. **Unlimited installs of uploading tools:** There is no limit to the number of times a team can install an uploading tool. Each coach can have a copy installed on their work computer, their home computer and any other system they would like. This means video can be published to the web platform from virtually anywhere.

5. Additional features and functionality - Optional

1. **Support:** All coaches receive world-class phone, chat and email support.

2. **Free updates:** Software programs are constantly being improved. Updating to the newest version of a program can often be a costly and time-consuming experience. All updates are free and automatic (no matter how big or small it may be).

3. **Training sessions:** Training sessions are offered online in a group setting. Individual training sessions can also be scheduled via email.

4. **All sports offered:** The suite works for all sports, with pricing options for one or several packages.

5. **Team allotments:** With the purchase of the service, the varsity, junior varsity and freshman teams have their own library for storing video, reports, highlights, etc.

6. **Team messaging:** Teams can stay connected through messages and

attachments sent directly and delivered via email or text.

7. **app:** Every user with a valid login has access to the free apps for Android and iOS. Within that app, they can view, exchange and break down video, as well as access playbook and live tagging/uploading.

SECTION II
SUBMITTAL FORMAT

A. Introduction

1. Submittals must be organized as described in in Section 2.B. below. **Submittals not organized in this manner are subject to disqualification.** Conciseness and clarity of content are emphasized and encouraged. Vague and general submittals will be considered non-responsive and disqualified. Submittals must be complete; failure to include all required information may result in disqualification. Submittal pages must be numbered and contain an organized, paginated table of contents corresponding to the sections and pages of the submittal.

B. General Organization of Submittal Contents

1. Submittals must be organized as follows:
 - a. Transmittal Letter
 - b. Table of Contents
 - c. Executive Summary
 - d. Submittal Requirements-(See Section III)
 - e. Minority Outreach, MBE Participation Schedule
 - f. Insurance certificate, (See Appendix C)
 - g. Affidavit (See Appendix D)
 - h. Cost Proposal Sheet (See Appendix F)

C. Transmittal Letter

1. Respondents must submit with their submittals a transmittal letter that identifies the entity submitting the submittal, all principals, and includes a commitment by that entity to provide the services required by HCPSS. The transmittal letter must state that the submittal is valid for 120 days from the deadline for delivery of submittals. **Any submittal containing a term of less than 120 days for acceptance from this deadline will be rejected as non-responsive.**
2. The transmittal letter must be signed by a person legally authorized to bind respondent to the representations in the response. In the case of a joint submittal, each party must sign the transmittal letter. Respondent also must indicate, in its transmittal letter, why it believes it is the most qualified respondent to provide the requisite services.
3. The transmittal letter must include a statement of acceptance of the terms and conditions as specified in Section V of this RFP and of the contract resulting from this RFP (a copy of the HCPSS Standard Contract appears as Appendix E). If a respondent takes exception to any of the proposed terms and conditions or the Standard Contract, those exceptions must be noted in the transmittal letter; however, failure to accept those terms and conditions may result in disqualification of the submittal. Respondents are encouraged to submit any questions with regard to terms and conditions and the Standard Contract prior to the deadline set in this RFP for the submission of questions.

D. Table of Contents

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

E. Executive Summary

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

F. Submittal Requirements

1. Please refer to Section III. Submittal Requirements

G. Subcontractor Information

1. Respondent must provide statements from each of its proposed subcontractors, signed by an individual authorized to legally obligate each subcontractor, attesting to the fact that it will provide the services as represented in the submittal.
2. Subcontractors are required to submit ownership information similar to that required of respondents in Section 2.C. above. Respondent must disclose, at HCPSS request, any information regarding subcontractors.

H. Minority Outreach-MBE Participation Schedule

1. Certified Minority Business Enterprises are encouraged to respond to this solicitation notice. Minority Business Enterprise participation shall be as defined by the procedures established for State of Maryland funded public school construction projects.
2. Respondents should include in their response the plan and/or efforts made to achieve MBE participation with the expectation of a 25% subcontracting goal.

I. Conflict of Interest

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

3. In submitting a submittal, a respondent affirms that it has not given, nor intends to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement.
4. Additionally, by submitting a submittal, respondent represents and warrants that if awarded the Contract, the review would not put respondent in a position of having to review and/or evaluate its own work in a past consulting or business engagement with the system. In any event, such existing and/or past relationships with the system must be disclosed in the submittal.
5. By submitting a submittal, the respondent agrees that, if selected, the Consultant will be independent and not be unduly influenced by any group or individuals, public or private, to include the HCPSS, Maryland State Department of Education, Maryland State Government, or any of its respective employees, members, or representatives.

J. Cost Proposal

1. Please refer to Section III. K., and Appendix F.

SECTION III
SUBMITTAL REQUIREMENTS

A. Statement Of Qualifications Section Instructions

1. The Statement of Qualifications (SOQ) must include a description of relevant organizational staff experience. Qualified respondents must use the following format. Proposals are to be straightforward, concise presentations without extraneous material.
2. An official authorized to bind the firm must sign the Response. The Response must be valid for no less than one hundred-twenty (120) consecutive calendar days from the Response submittal date. All Responses become the property of Howard County Public School System.
3. Responses must be a complete response to the RFP and shall be limited to thirty (30) single-sided pages, excluding attachments.

B. Qualifications to include;

1. Contractor's name, address, phone number, and contact person.
2. Company in business under the same company name for the past five years.
3. Must be in "good standing" with the State of Maryland.
4. Statement of the Contractor's experience in the provision of the specified platform.
5. Copies of license(s) to conduct business in the State of Maryland.
6. Three letters of professional reference.
7. List of professional memberships and/or affiliations.
8. Certification that the Contractor is not listed on the System for Award Management (SAM) under the Excluded Parties Listing System (EPLS) federal registry.

C. Service Description

1. Statement of the philosophy and objectives of the proposing firm.
2. Copy of training or other reference to materials provided to use the proposed platform.
3. Outline of contents of any available reports.
4. Brief description of ability to create reports, ad hoc reports or custom reports.

D. Business Plan

1. Description of target markets, growth plans or other information to support firms ability to sustain a robust platform.

E. Financial Information/Capability

1. Every consultant or joint venture will be required to submit a financial statement, and other financial data, upon request, in a separate sealed envelope labeled "Financial Statement and Data." Requested information shall be provided **within 48 hours of the request.**
2. List any affiliated organizations, name, address, relationship, and officers.
3. Provide most recent audit or certified financial statements.
4. List funds available to the agency:
 - a. in banks. Include bank name, address, phone number and amount.
 - b. by loans. Include service, address, phone number, and amount.
 - c. by sale of assets. Include description, market value, and amount of mortgages or liens.
 - d. other. Please describe.
5. Provide list of bank references.
6. If the Contractor or any affiliate has declared bankruptcy within the past ten years, give the date, place, and under what name.
7. Provide a response to the following: Does any member of the Howard County Public School System or any officer or employee who exercises any functions or responsibilities in connection with the Request for Proposal have any direct or indirect personal interest in the provider? Provider may attach any additional material as evidence of financial capability.

NOTE: Any material submitted which is considered confidential shall be so noted.

F. Computer Capabilities

1. Identify knowledge and experience with various types and levels of computer programs.

G. State of Maryland Child Sexual Abuse and Sexual Misconduct Release Affidavit (Attachment G)

H. Minority Outreach, MBE Participation Schedule

1. The respondent shall provide the name, address, MDOT Certification number, etc. for all MBE Contractors the respondent intends to utilize for the service of this contract.

I. Insurance Requirements (Appendix C)

1. The Consultant has in force, or shall obtain, and will maintain insurance for the full term of the contract (including any executed renewals) in not less than the amounts specified and accordance with the requirements contained in APPENDIX C, INSURANCE REQUIREMENTS.

J. Affidavit and Non-Collusion Certification (Appendix D).

K. Cost Proposal Sheet (Appendix F)

1. Consultants shall submit a fee structure utilizing the Cost Proposal Sheet.

SECTION IV

SUBMITTAL EVALUATION AND SELECTION PROCESS

A. Introduction

1. This part details the submittal evaluation and selection process for submissions.

B. Submittal Evaluation and Selection

1. The HCPSS will evaluate submittals on the basis set forth in this section. A contract may be awarded to the Contractor(s) whose submittal best meets HCPSS/ requirements and needs at the time of the award.
2. Submittals shall comprehensively address all of the desired services outlined in the Request for Proposal and shall demonstrate the successful performance of similar contracts by the contractor making the submittal, and shall offer the most cost effective submittal for the desired services.
3. Submittals shall be evaluated by a Selection Advisory Committee that may request additional technical assistance from any source. The Committee shall first review each submittal for compliance with requirements of the Request for Proposal. The Committee may recommend that the HCPSS waive minor irregularities in order to assure quality of service in the remaining areas and if it determines that, the decision is in the best interests of HCPSS.
4. **Only the firms whose proposal has achieved the required 70% minimum or better technical score will be considered for award.** HCPSS reserves the right to make an award with or without negotiations or request best and final offers or to make an award without further review.
5. Based on the results of the preliminary evaluation, the highest rated offerors may be invited by the Director of Purchasing to make oral presentations to the Selection Advisory Committee. This committee shall then conduct a final evaluation of the proposals. The Selection Advisory Committee shall then negotiate a contract with the highest rated offeror. At this time, the offeror and the Selection Advisory Committee may negotiate any changes desired in the offer if deemed in the best interest of HCPSS. If a satisfactory contract cannot be negotiated with the highest qualified offeror, negotiations shall be formally terminated. Negotiations shall then be undertaken with the second rated offeror and so on.
6. The Director of Purchasing may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.
7. Offerors are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of the Director of Purchasing, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Hence, proposals should be submitted initially on the most complete and favorable terms from a technical standpoint which offerors are capable of submitting to HCPSS. Should proposals submitted require additional clarification and/or supplementary information, offerors should be

prepared to submit such additional clarification and/or supplementary information, in a timely manner, when so requested.

8. Proposals which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of this Request for Proposal shall be classified as "acceptable". Proposals found not to be acceptable shall be classified, as "unacceptable" and no further discussion concerning same shall be conducted.

C. Basis For Award

1. The Howard County Public School System reserves the right to award the contract in the aggregate, by individual service, or any combination, whichever is in the best interest of the HCPSS or to make multiple awards in a primary, secondary manner depending on the capacity of the awarded vendors to service the school system.
2. A Selection Advisory Committee has been established to review and evaluate all proposals submitted in response to this Request for Proposal. The Committee shall conduct a preliminary evaluation of all proposals based on the information provided with the statement of qualifications, and the evaluation criteria listed below.
3. The Committee will use the following criteria and weighing in preparing its technical evaluation of each qualifying submittal as follows:

| | | |
|----|----------------------|----|
| A. | Qualifications | 20 |
| B. | Service Description | 35 |
| C. | Business Plan | 5 |
| D. | Financial Capability | 5 |
| E. | Costs | 35 |

SECTION V

TERMS AND CONDITIONS

A. CONTRACT AWARD

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

B. WAIVER OF RIGHT TO BID ON OTHER CONTRACTS

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

C. INITIATION OF WORK

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

D. RESPONSIBILITY FOR CLAIMS AND LIABILITY

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

E. BILLING AND PAYMENT

The Contractor shall submit invoices to the participating schools, **Attn: Principal _____**.

- a) Name of school
- b) Description of work along with quantities
- c) Start date and completion date
- d) Total due

F. INSURANCE

The Consultant has in force, or shall obtain, and will maintain insurance for the full term of the contract (including any executed renewals) in not less than the amounts specified and accordance with the requirements contained in APPENDIX C, INSURANCE REQUIREMENTS.

The awarded consultant shall reimburse, indemnify and hold harmless the Board for all loss to the Board, including attorney's fees and cost resulting from negligence of the contractor in the performance of this contract, and for all loss to the Board resulting from non-performance thereof, except those losses otherwise specifically excluded by the Board.

SUBCONTRACTING OR ASSIGNMENT

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

G. CHANGES ALTERATIONS, OR MODIFICATIONS IN THE SERVICES

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

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

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

H. DELAYS AND EXTENSIONS OF TIME

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

I. REMEDIES AND TERMINATION

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

by the Consultant, shall at HCPSS's option, become HCPSS property. HCPSS shall pay the Consultant fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Consultant's breach.

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

4. **Termination for Convenience of HCPSS** - HCPSS may terminate all or any part of the work required under this contract for the convenience of HCPSS. In the event of such termination, the contract manager shall determine the costs the Consultant has incurred to the date of termination and such reasonable costs associated with the termination. HCPSS shall pay such costs as determined by the contract manager to the Consultant together with reasonable profit reasonably earned by the Consultant to the time of termination but not to include any profit not earned as of the date of termination.
5. **Obligations of Consultant upon Termination** - Upon notice of termination as provided in Paragraphs C and D above, the consultant shall:
 - a) Take immediate action to orderly discontinue its work and demobilize its work force to minimize the occurrence of costs.
 - b) Take such action as may be necessary to protect the property of HCPSS, place no further orders or subcontract, assign to HCPSS in the manner and to the extent directed by HCPSS all of the right, title and if ordered by HCPSS possession and interest of Consultant under the orders or subcontracts terminated.
 - c) Deliver to HCPSS all materials, equipment, data, drawings, specifications, reports, estimates, and such other information accumulated by the Consultant which has been or will be reimbursed under this agreement after taking into account any damages that may be payable to HCPSS. Title to such items shall be transferred to HCPSS.
6. Remedies Not Exclusive - The rights and remedies contained in this general condition are in addition to any other right or remedy provided by law, and the exercise of any of them is not a waiver of any other right or remedy provided by law.

J. RESPONSIBILITY OF CONSULTANT

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

4. The rights and remedies of HCPSS provided for under this contract are in addition to any rights and remedies provided by law.

K. DISPUTES; GOVERNING LAW

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

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

L. EXAMINATION OF RECORDS

The Consultant agrees that the auditor of HCPSS or any of their duly authorized representatives shall, have four (4) years after the final renewal expiration date under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Consultant involving transactions related to this contract.

M. DISSEMINATION OF INFORMATION

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

N. CONTINGENT FEE PROHIBITION

The Consultant warrants that they have not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the consultant, to solicit or secure this agreement, and that they have not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this agreement.

For breach or violation of this warranty, HCPSS shall have the right to terminate this agreement without liability, or, at its discretion, to deduct from the contract price or consideration, or percentage, brokerage fee, gift or contingent fee.

O. MULTI-YEAR CONTRACTS CONTINGENT UPON APPROPRIATIONS

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

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

P. COMPLIANCE WITH LAW

The consultant hereby represents and warrants:

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

Q. STAFF

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

R. OWNERSHIP AND USE OF PROGRAM MATERIALS

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

S. ADHERENCE TO SCHOOL SYSTEM POLICIES AND STATE AND FEDERAL REGULATIONS

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

T. OPTIONAL USE OF CONTRACT

The Mid-Atlantic Purchasing Team (MAPT) is the title of the agreement between the Metropolitan Washington Council of Governments and the Baltimore Metropolitan Council to aggregate the purchasing volumes in the Maryland, Virginia and Washington D.C. regions. A lead agency format is used to accomplish this work, and neither the lead agency nor MWCOG or BMC are compensated through the contract.

Participating entities, through their participation, agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the participating entity. Participating entities may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.

The supplier agrees 1) this contract shall be governed by and construed in accordance with the laws of the State in which the participating entity officially resides; 2) the regional coordinators of cooperative purchasing in MWCOG and BMC shall be provided reasonable contract usage reporting on demand and without further approval of contract participants; 3) contract obligations rest solely with the participating entities only; and 4) significant changes in total contract value may result in further negotiations of contract pricing for the participating entities.

U. SEX OFFENDER NOTIFICATION

See Attachment G

Maryland law requires certain sex offenders to register with the local law enforcement agency; See Maryland Annotated Code, Criminal Procurement Article, §11-704. One of the purposes of this law, found in Article 27§ 792, is to inform school systems when a Registered Sex Offender is residing or working in the area. When the sex offender registers, the local police are required to notify the Superintendent of Schools, and the Superintendent, in turn, is required to send a notice to school principals.

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

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

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

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

V. CRIMINAL HISTORY BACKGROUND CHECKS (Also see Attachment G)

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, must 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.

W. ETHICS REGULATIONS

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

X. DEBARMENT STATUS

By submitting their proposal, the bidder(s), certify that they are not currently debarred by the State of Maryland or another governmental entity from submitting bids or proposals on contracts for the type of products or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

Y. ASSIGNMENTS

The Contractor may not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Howard County Public School System. Unless the performance is expressly waived in writing by the Howard County Public School System, an assignment does not release the Contractor from responsibility for performance of this contract. Assignment or subcontracting without the written approval of the Howard County Public School System will be cause for termination.

Z. SUBCONTRACTORS

In the event that some or all of the professional services under this agreement are assigned to one or more subcontractors with the permission of the HCPSS, the contractor must advise the HCPSS Contract Administrator of the current names and addresses of all subcontractors and shall verify that all subcontractors adhere to all requirements and responsibilities under this contract including, but not limited to, professional licensure and insurance requirements. Contractors and its subcontractors shall remain jointly and severally liable to the Board for any breaches, act, or omissions committed by a subcontractor. Nothing contained in these contract documents shall create any contractual relation between any subcontractor and the Howard County Public School System.

AA. TOBACCO FREE AND ALCOHOL/DRUG FREE ENVIRONMENT

The Board of Education of Howard County maintains a tobacco, alcohol/drug free environment. The sale or use of tobacco, alcohol or drugs, in any form, or related product, is prohibited in school buildings and grounds at all times. Persons found violating this policy will be requested to remove the product and themselves from school premises. Repeated use or sale of tobacco on HCPSS property, or any use or sale of alcohol, misuse of other drugs, or any use of illegal drugs by a contract employee while servicing this contract or while on HCPSS property will result in a prohibition of that employee from servicing the HCPSS contract. Repeated instances of violations by contract employees may result in a default ruling and lead to contract termination.

BB. RIGHT TO ASSIGN WORK

The school system reserves the right to obtain separate contracts through its normal procurement process according to the best interests of the school system.

CC. INDEMNIFICATION

The Awarded Contractor shall be responsible for any loss, personal injury, expense, death and/or any other damage which may occur by reason of Contractors acts, negligence, willfulness or failure to perform any of its obligations under this agreement. Furthermore any acts on the part of any agent, director, partner, servant or employee of the Contractor are deemed to be the Contractors acts. Contractor agrees to indemnify and hold harmless the Howard County Public School System and its Board of Trustees, Employees, Agents and Students from any claim, damage, liability, expense, and/or loss, including defense costs and attorney fees, arising directly or indirectly out of the Contractor's performance under this agreement. The indemnification obligation of the successful Contractor shall include, but shall not be limited to injuries to individuals and property of individuals who are not parties to the contract. In addition, the indemnification obligation of the successful Contractor shall cover the acts or omissions of any subcontractors hired by the successful Contractor. Furthermore, the indemnification obligation of the successful Contractor shall survive termination of the contract for any reason.

DD. PERMITS, CODES AND LAWS

All work shall be in accordance with all State, County, Federal, and Governmental rules, regulations and laws. The contractor is responsible for assuring that all of their employee and services provided under the contract follow and comply with any such requirements pertaining and applicable to the service being provided under this contract. All costs to comply with these requirements shall be paid by the contractor and included in the contractors Bid price.

EE. RIGHT TO STOP WORK

If HCPSS determines, either directly or indirectly, that the Contractors performance is not within the specifications, terms or conditions of this bid and/or that the quality of the job is unacceptable, HCPSS has the right to stop work. The stoppage of work shall continue until the default has been corrected and/or corrective steps have been taken to the satisfaction of HCPSS. HCPSS also reserves the right to e-bid this contract if it is decided that performance is not within the specifications as set out.

FF. LICENSES AND QUALIFICATIONS

Bidders must be licensed to do business in the State of Maryland and shall submit proof upon request.

HCPSS reserves the right to require that the contractor demonstrate that it has the skills, equipment and Other resources to satisfactorily perform the nature and magnitude of work necessary to complete the project within the proposed contract schedule.

GG. NON-DISCRIMINATION IN EMPLOYMENT

The HCPSS does not discriminate based on race, color, creed, national origin, religion, physical or mental disability, age, gender, marital status, or sexual orientation in matters affecting employment or in providing access to programs. For more information, contact the Equity Assurance Office of the Howard County Public School System at 10910 Route 108, Ellicott City, MD 21042 or call 410-313-6654.

HH. BINDING AGREEMENT

This agreement supersedes any and all understandings or agreements, either oral or written, between the Board and the contractor, and constitutes the entire binding agreement upon the parties and their respective successors.

II. INDEPENDENT CONTRACTS

It is expressly understood and agreed that this Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partner, joint venture, or association between the parties.

JJ. PRICE ADJUSTMENTS

The Howard County Public School System will only consider adjustments on labor rates based only upon federal minimum wage increases and decreases in the Consumer Price Index (CPI-W), Baltimore Region, as published by the Bureau of Labor Standards. Requested increases above a 10% cap will not be considered. In order to receive consideration for a price increase, the Contractor must submit to The Howard County Public School System, sixty (60) days prior to the contract expiration date, a statement of any change in the hourly rate wage actually to be paid to its employees during the renewal term. Adjustments will be calculated by comparing the current index with the previous year's index 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.

The Howard County Public School System will also consider adjustments based on fees outside of the control of the Contractor, such as manufacturer price increases. However, such increases will be a "pass through" to the Howard County Public School System with no mark up allowed. For such changes to be considered by the Howard County Public School System, documentation from the manufacturer (or any other applicable party) assessing a cost increase must accompany a written request from the Contractor. The Howard County Public School System will then review the request and advise the Contractor of approval or disapproval of the price change request. Price increase requests will not be considered if not accompanied with the proper information.

KK. CONTRACTOR PERFORMANCE/EVALUATION SCORECARD

Upon completion of a project/service or at any time during the project/service, the awarded contractor shall receive a performance evaluation scorecard rating the contractor's performance on the project/service, see Appendix A. The evaluation scorecard will become part of the contractor's permanent file. A sample Contractor Performance/Evaluation Scorecard is included with the bid documents.

The evaluation scorecard shall include the following performance indicators; Quality of Work, Responsiveness, Professionalism, Resources, Schedule Management, Quality Control, Deficiency Resolution, Submittal Management, Training, Appearance, Security, Safety, Utility Conservation,

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

A contractor shall have up to 3 weeks after notification to appeal, challenge or otherwise dispute the scorecard results. After the 3-week period, the scorecard shall be considered final and accepted by the contractor.

A contractor receiving a 70% or less overall evaluation scorecard rating for a project/service may be disqualified for bidding on any future project/service with the HCPSS for a period of three (3) years and/or for the remaining contract term including renewal options.



FAST FACTS Howard County Public School System

10910 Clarksville Pike • Ellicott City, MD 21042 • 410-313-6600 • www.hcpss.org
Michael J. Martirano, Ed.D., Superintendent

Our Vision

Every student and staff member embraces diversity and possesses the skills, knowledge and confidence to positively influence the larger community.

Our Mission

HCPSS ensures academic success and social-emotional well-being for each student in an inclusive and nurturing environment that closes opportunity gaps.

Our System

77 Schools

- 42 elementary schools
- 20 middle schools
- 12 high schools
- 3 education centers

Total Enrollment: 58,868

- Pre-K: 1,360
- Elementary (K-5): 25,499
- Middle (6-8): 13,838
- High (9-12): 18,171
- Special School: 117

**Official count (9/30/19)*

Operating Budget FY20

\$901.3 million

Capital Budget FY20

\$56.6 million

Per Pupil Budgeted Expenditure FY20

\$85.22 per day/\$15,340 per year

Our Staff

- 4,820 classroom teachers, 77% of whom hold a master's degree or above
- Total staff: 8,608 (10/18-10/19)

Staff Diversity[†]

| | |
|-----------------------|-----|
| Total Staff | 27% |
| New Teachers | 34% |
| School Administrators | 30% |

[†]Proportion representing minority groups for the time period of 10/16/18 to 10/15/19.

Our Students

Race/Ethnicity FY20

| | |
|------------------------|-------|
| Asian | 22.7% |
| Black/African American | 24.2% |
| Hispanic/Latino | 12.0% |
| White | 34.5% |
| Other | ≤5.0% |
| Two or more races | 6.3% |

Students Receiving Special Services FY19

| | |
|--------------------------|-------|
| Free/Reduced-price Meals | 23.8% |
| English Learners | 5.9% |
| Special Education | 9.8% |

Attendance Rate FY18

All Grades ≥95%

Gifted and Talented Program FY19

Percentage of students who have participated in Gifted and Talented Education Program offerings:
K-Grade 1: GT talent development instruction provided to all students

| | |
|-------------|-----|
| Grades 2-5 | 56% |
| Grades 6-8 | 57% |
| Grades 9-12 | 66% |

Graduation Rate FY18: 92%**

***4-year adjusted cohort*

Class of 2019

36 National Merit Finalist scholarships

HCPSS Performance on State Tests

| Measure | FY18 Results | | | FY19 Results | | |
|--|--------------|-------|-------|--------------|-------|-------|
| | ES | MS | HS | ES | MS | HS |
| Percent Proficient Mathematics | 57.5% | 55.2% | 66.9% | 56.7% | 53.7% | 69.9% |
| Percent Proficient English Language Arts | 56.5% | 57.9% | 60.2% | 57.8% | 60.5% | 70.7% |
| Percent Proficient Science | --- | --- | --- | 42.6% | 53.9% | --- |

SAT Scores and Participation (Senior Class Only)

| School Year | Number | Percent Participating | Mean Scores | | |
|-------------|--------|-----------------------|-----------------------------------|-------------|-----------------|
| | | | Evidenced-based Reading & Writing | Mathematics | Composite Score |
| 2018-2019 | 3,155 | 80.4% | 596 | 606 | 1202 |
| 2017-2018 | 3,133 | 80.5% | 599 | 607 | 1206 |
| 2016-2017 | 3,075 | 81.9% | 592 | 593 | 1184 |

Advanced Placement Test Results

| School Year | Number of Exams Taken | Students taking an AP Exam | Exams with Score of 3 | Exams with Score of 4 | Exams with Score of 5 |
|-------------|-----------------------|----------------------------|-----------------------|-----------------------|-----------------------|
| 2018-19 | 11,198 | 28.5 | 27.5 | 27.9 | 27.1 |
| 2017-18 | 11,358 | 29.7% | 26.3% | 28.1% | 27.1% |
| 2016-17 | 11,353 | 30.2% | 27.0% | 27.3% | 25.4% |

The Maryland School Report cards for HCPSS can be found at: <https://reportcard.msde.maryland.gov>

Our Classrooms

Class Size Targets

| Grade Level | Teacher/student ratio |
|--------------|-----------------------|
| Kindergarten | 1:22 |
| Grades 1-2 | 1:20 |
| Grades 3-5 | 1:26 |
| Middle | 1:21 |
| High | 1.4:28 |

Ratio of computers to students: 1:2

Classrooms with internet access: 100%

APPENDIX A

CONTRACTOR PERFORMANCE/EVALUATION SCORECARD

Upon completion of a project or at any time during the project, the awarded contractor shall receive a performance evaluation scorecard rating the contractor's performance on the project. The evaluation scorecard will become part of the contractor's permanent file. A sample Contractor Performance/Evaluation Scorecard is included with the bid documents.

The evaluation scorecard shall include the following performance indicators; Quality of Work, Responsiveness, Professionalism, Resources, Schedule Management, Quality Control, Deficiency Resolution, Submittal Management, Training, Appearance, Security, Safety, Utility Conservation, Disruptions, Quality of Materials, Emergency Response, Hazardous Materials, Innovation, Teamwork, Cost Management, Billing, Compliance.

A contractor shall have up to 3 weeks after notification to appeal, challenge or otherwise dispute the scorecard results. After the 3-week period, the scorecard shall be considered final and accepted by the contractor.

A contractor receiving a 70% or less overall evaluation scorecard rating for a project may be disqualified for bidding on any future projects with the HCPSS for a period of three (3) years and/or for the remaining contract term including renewal options.

Name of Contractor: _____

Name of Project: _____ Contract/Bid Number: _____

Reviewed by: _____ Department: _____

Please take a moment to tell us about this contractor's performance. We will summarize all the information we obtain about each contractor and provide it to them. Supporting documentation shall be required to support any scores noted on the performance evaluation scorecard.

HOW SATISFIED. Please tell us **how satisfied** you are with the **performance** of the contractor named above. Circle a 10 if you are highly satisfied with their performance on a measure. Circle a 1 if you are highly dissatisfied with their performance on a measure. Circle a number in between to show different degrees of satisfaction. Circle **N/A** for any performance indicators that do not apply to the project. There are no right or wrong answers; just tell us how you feel.

A contractor receiving a 70% or less overall evaluation scorecard rating for a project may be disqualified for bidding on any future projects with the HCPSS for a period of three (3) years and/or for the remaining contract term including renewal options. The contractor shall be notified of their performance status after each project.

| Satisfaction with the contractor's performance: | Highly Dissatisfied | Highly Satisfied |
|---|------------------------|---------------------|
| 1. Quality of Work. The contractor's ability to do the job right the first time. | 1 2 3 4 5 6 7 8 9 10 | N/A |
| 2. Responsiveness. The contractor's ability to adapt to changes and meet unusual needs. | 1 2 3 4 5 6 7 8 9 10 | N/A |
| 3. Professionalism. The courtesy and standards of conduct maintained by the contractor and his or her employees. | 1 2 3 4 5 6 7 8 9 10 | N/A |
| 4. Resources. The contractor's ability to provide his or her employees with the tools, parts, and supplies needed to do the job. | 1 2 3 4 5 6 7 8 9 10 | N/A |
| 5. Schedule Management. The contractor's ability to show up when scheduled and complete the work on time. | 1 2 3 4 5 6 7 8 9 10 | N/A |
| 6. Quality Control. The contractor's ability to identify problems and deficiencies before you do. | 1 2 3 4 5 6 7 8 9 10 | N/A |

APPENDIX A

CONTRACTOR PERFORMANCE/EVALUATION SCORECARD

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|----|-----|
| 7. Deficiency Resolution. The contractor's ability to rapidly correct deficiencies in his or her work. | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | N/A |
| 8. Submittal Management. The contractor's ability to provide submittals In a timely and efficient manner. | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | N/A |
| 9. Training. The contractor's ability to provide employees well-trained in all aspects of their jobs. | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | N/A |
| 10. Appearance. The contractor's ability to keep uniforms, tools, and vehicles clean so as to portray a positive image. | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | N/A |
| 11. Security. The contractor's ability to safeguard your facilities and assets. | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | N/A |
| 12. Safety. The contractor's ability to keep the workplace safe and comply with OSHA requirements. | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | N/A |
| 13. Utility Conservation. The contractor's ability to use only the water, gas, electricity, and air conditioning needed to do the job. | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | N/A |
| 14. Disruptions. The contractor's ability to keep interruptions to the operations of your firm or agency to a minimum. | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | N/A |
| 16. Quality of Materials. The contractor's ability to use high quality parts and supplies. | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | N/A |
| 17. Emergency Response. The contractor's ability to rapidly restore normal operations after an emergency, power outage, or severe weather. | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | N/A |
| 18. Hazardous Materials. The contractor's ability to properly handle hazardous materials. | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | N/A |
| 19. Innovation. The contractor's ability to use new materials and adopt new methods to increase effectiveness. | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | N/A |
| 20. Teamwork. The contractor's ability to be a team player in order to assist in accomplishing the objectives of your firm or agency. | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | N/A |
| 21. Cost Management. The reasonableness of the contractor's costs, especially for contract changes. | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | N/A |
| 22. Billing. The contractor's ability to present correct and properly documented invoices. | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | N/A |
| 23. Compliance. The contractor complied with all rules, requests, regulations And requirements. This includes compliance with instructions Regarding interactions with students, staff and others. | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | N/A |



**APPENDIX G
INSTRUCTIONAL PLATFORM
RFP #005.21.B1**

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

This is an agreement between [REDACTED] ("VENDOR", or "Company") and the Howard County Public School System ("HCPSS," "System," or "CLIENT") for term beginning on MONTH #, 2020 and to terminate with the agreement for services.

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: For any data shared under the services of the Instructional Platform, RFP #005.21.B1
- B. Definition of "CLIENT DATA":** Under this agreement, CLIENT DATA is defined as: (1) all Personally Identifiable Information (PII) contained in a student's "education record" as defined by the Family Educational Rights and Privacy Act (FERPA) (34 CFR Part 99); and (2) other non-public information that include, but are not limited to: personally identifiable personnel data, personally identifiable student data, personally identifiable metadata, and personally identifiable user content.
- C. Data Collection and Use:** VENDOR will collect and use CLIENT DATA only for the purpose of fulfilling its duties and providing services under this Agreement as defined in Section A, and for improving services under this Agreement.
1. **Specific CLIENT DATA Shared Under this Agreement**
 - i. Information associated with maintaining authentication between VENDOR and CLIENT, e.g. public/private keys, LTI secret, OATH keys.
 - ii. Information associated with maintaining a user's profile, e.g. username, email address, first name, last name, source IP address, or cookies.
 - iii. A user's status within the service, e.g. number of questions answered, time elapsed in lesson, student's score.
- D. Education Records:** If VENDOR will have access to "education records" as defined under the Family Educational Rights and Privacy Act (FERPA) (34 CFR Part 99), the VENDOR acknowledges that for the purpose of this Agreement it will be designated as a 'school official' with 'legitimate educational interests' and will use the data only for the purpose of fulfilling its duties under this Agreement.
- E. Data De-Identification:** VENDOR may use de-identified Data for product development or other internal purposes only. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to: name, ID numbers, date of birth, demographic information, location

July 2019

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

APPENDIX C

INSURANCE REQUIREMENTS

1 - General Insurance Requirements:

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

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

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

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

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

1.5 - The Board of Education of Howard County Maryland and its elected or appointed officials, agents and employees are to be named as an additional insured under all coverages except Workers compensation and business automobile liability, and the certificate of insurance, or the certified policy, if requested, 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 \$1,000,000 per occurrence, \$1,000,000 annual aggregate including all of the following:

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

- vii. Explosion, collapse, or underground (XCU) hazards (confirmation of underground hazard coverage 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 \$1,000,000 per accident; uninsured motorist coverage at minimum statutory limits.

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

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

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.

BID/PROPOSAL AFFIDAVIT

**COBRA, Retiree and Leave of Absence Administration and Billing Services
BID #006.021.B1**

Date: _____

Bidder: _____

ADDENDA

Receipt of the following Addenda is acknowledged:

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

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

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.

**APPENDIX E
STANDARD CONTRACT**

AGREEMENT FOR PROFESSIONAL SERVICES

AGREEMENT # 006.21.B1

THIS AGREEMENT is entered into this ____ Day of _____ 2020, effective as of this date, by and between the Board of Education of Howard County (hereinafter referred to as the "Board") and _____ Contractor, (hereinafter referred to as the "Contractor").

RECITALS

WHEREAS, the Contractor submitted a proposal to RFP #006.21.B1 issued by the Board and has been selected to perform professional services in accordance with the terms and conditions expressed in the RFP;

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

WHEREAS, this Agreement shall be administered by the Contract Manager or such other persons designated by The Board of Education.

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

ARTICLE I - CATEGORY OF WORK AND SERVICES

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

Request for Proposal No. 006.21.B1, and _____ (contractor name) proposal dated _____ date.

ARTICLE II - TERMS AND CONDITIONS

Contractor agrees to perform the work and services required under this Agreement in accordance with RFP #006.21.B1, whose provisions for professional services are incorporated herein by reference.

ARTICLE III - TERM OF AGREEMENT

The term of agreement shall begin upon award for a period of three (3) years. The contract will have the ability to renew for two (2) years, one (1) year at a time. Funding after the first fiscal year will be subject to budget authority and appropriation. Either party may terminate the agreement by submitting a written notice to the other party 60 days prior to the expiration of the contract.

ARTICLE IV - PAYMENTS AND SCHEDULE OF PAYMENTS

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

ARTICLE 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.

BOARD OF EDUCATION OF HOWARD COUNTY

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

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

Firms Signature: _____ Date _____
Authorized Person at Firm

Print Name

Typed Title

Company Name

Address

City, State Zip

Telephone Fax

WITNESS: By: _____ Date _____
Signature

Print Name

APPENDIX F

COST PROPOSAL SHEET

RFP #006.21.B1

Please submit your proposal for the cost to provide the services included in this RFP.

The Cost Proposal should clearly define your pricing, noting any inclusions or exclusions, volume/quantity breaks, additional one-time or recurring costs and any other pricing so that all information is provided and defined.

The proposal should be an annual lump sum price to include all services in accordance with the RFP per high school.



EDUCATION ARTICLE 6-113.2 AFFIDAVIT

A. AUTHORITY

I HEREBY AFFIRM THAT:

I, (print name) _____ possess the legal authority to make this Affidavit on behalf of

_____ (Name of company).

B. SCREENING APPLICANTS FOR EMPLOYMENT UNDER A HOWARD COUNTY PUBLIC SCHOOL SYSTEM (HCPSS) CONTRACT

Effective July 1, 2019, Maryland Law requires contractors to screen all applicants for a position involving direct contact with minors as defined in Section 6-113.2 of the Education Article, Maryland Annotated Code (“statute”).

Screening requires the applicant to submit to the contractor the following:

1. Contact information of:
 - The current employer
 - All former school employers; and
 - All former employers of the applicant in which the applicant was employed in a position involving direct contact with minors.
2. Written consent form signed by applicant to release all records relating to child sexual abuse or sexual misconduct.
3. A written statement of whether the applicant:
 - Has been the subject of a child sexual abuse or sexual misconduct investigation by any employer, arbitrator, county board, state licensing agency, law enforcement agency, or child protective services agency, unless the investigation resulted in any of the findings listed in Section 6-113.2(B)(3)(i)(1-5), of the statute.
 - Has ever been disciplined, discharged, non-renewed, or asked to resign from employment, or has ever resigned from, or otherwise separated from, any employment while allegations of child sexual abuse or sexual misconduct were pending or were under investigation, or due to an adjudication or findings of child sexual abuse or sexual misconduct; or
 - Has ever had a license, professional license, or certificate suspended, surrendered, or revoked while allegations of child sexual abuse or sexual misconduct were pending or under investigation, or due to an adjudication or findings of child sexual abuse or sexual misconduct.

Before hiring an applicant for a position involving direct contact with minors, the Contractor shall:

1. Review an applicant’s employment history by contacting employers listed by the applicant and requesting dates of employment and answers to questions regarding child sexual abuse or sexual misconduct required by the statute; and

2. Request a report from the Maryland State Department of Education regarding the applicant's eligibility for employment or certification status to determine whether the applicant a) holds a valid and active certification appropriate for the position and is otherwise eligible for employment; and b) has been the subject of professional discipline related to child sexual abuse or sexual misconduct.

If the information from an applicant's employer includes an affirmative response to the child sexual abuse or sexual misconduct questions, and the Contractor wants to further consider the applicant for employment, the Contractor shall request additional information from the employer including records related to the child sexual abuse or sexual misconduct.

Contractor shall conduct the employment history review of the applicant: 1) at the time of initial hiring of the employee; or 2) before the employee is assigned to work for a school entity in a position involving direct contact with minors.

Contractor shall maintain a record of each employee's employment history review required by the statute; and provide to HCPSS access to the employee's records upon request.

Before assigning an employee to perform work for HCPSS in a position involving direct contact with minors, Contractor shall provide notice to HCPSS of any affirmative responses to the child sexual abuse or sexual misconduct questions required by the statute.

Contractor may not assign an employee to perform work for HCPSS in a position involving direct contact with minors if HCPSS objects to the assignment after receiving notice required by the statute.

Notwithstanding any other remedies available under the Contract, Contractor may be subject to disciplinary action by the Maryland State Department of Education for willful violations of the statute.

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the requirements of Section 6-113.2 of the Education Article, Annotated Code of Maryland. In addition, I am aware of the attached Terms of Service that include Sex Offender Background checks.

Violations of any of these provisions may result in immediate termination for cause.

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

Date: _____

By: _____ (printed name of Authorized Representative and affiant)

_____ (signature of Authorized Representative and affiant)

STATE OF MARYLAND
CHILD SEXUAL ABUSE AND SEXUAL MISCONDUCT RELEASE

Pursuant to Section 6-113.2 of the Education Article, Annotated Code of Maryland

Contractor Information

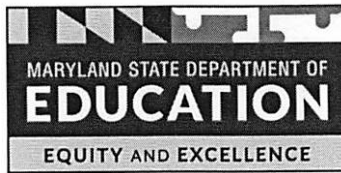
Prior to officially offering employment to an applicant, the State of Maryland requires the local school board, nonpublic schools, or contractors to gather additional background information from an applicant's current/former employers in reference to child sex abuse or sexual misconduct investigations. In accordance with the law, each applicant must answer background questions and provide contact information for each place of employment in their work history.

The following steps will be required to successfully complete the process:

1. Determine how many past employers the applicant has worked for since he/she was 18.
2. The applicant must complete a Release Form {provided by MSDE} for each current/former employer.
3. The contractor must send this form directly to the current/previous employers.
4. The current/former employer has 20 days to respond with completed forms back to the contractor.
5. Once all forms are successfully completed and include favorable answers, contact the Office of Investigations with candidates who are eligible for hire.
 - a. The names of each candidate must be provided in writing (via email to the Howard County Public School System designee).
6. The contractor must keep these forms on file for each employee hired on or after 7/1/19.

Howard County Public School System will not hire anyone (permanent, temporary, or contractual) on or after 7/1/19 that has not completed the child sex abuse/sexual misconduct background check. This process must be completed for each new applicant.

MSDE has provided some guidance. Attached, is a list of common questions and answers, as well as SB541. The official Release Form has not been provided by MSDE yet. We will notify you when the form is available or you can periodically check www.marylandpublicschools.org for updates.



MSDE Guidance for Md. Code, Educ. 6-113.2 (House Bill486- Child Sexual Abuse and Sexual Misconduct Prevention)

The Maryland State Department of Education (MSDE) offers this guidance to assist public and nonpublic schools and contracting agencies with implementing the provisions of Md. Code, Educ. 6-113.2. The guidance does not include all of the statute's requirements, nor does it constitute legal advice. Schools and contracting agencies should consult with their legal counsel in addressing the requirements of the statute.

GENERAL INFORMATION

1. What employers are covered by the law?

A local board of education, nonpublic school, or contracting agency (defined as an entity that contracts with a county board or nonpublic school to provide a service to a school or the students of a school).

2. When does the law take effect?

July 1, 2019. Anyone who is an "applicant" for a position on or after July 1, 2019 is covered by the law. Employers do not need to follow the law's provisions for individuals who applied to positions prior to July 1, 2019.

3. What does the law require of employers and applicants for employment?

The law requires a county board, nonpublic school, or contracting agency to require an applicant for a position involving direct contact with minors to submit:

- 1) The contact information of the current employer, all former school employers, and all former employers of the applicant in which the applicant was employed in a position involving direct contact with minors;
- 2) A written consent form authorizing a current or former employer to release all records relating to child sexual abuse or sexual misconduct involving the applicant; and
- 3) A written statement of whether the applicant has:
 - a) been the subject of a child sexual abuse or sexual misconduct investigation by any employer, arbitrator, county board, state licensing agency, law enforcement agency, or child protective services agency (unless certain exceptions, detailed in the law, are met)
 - b) been disciplined, discharged, non-renewed, or asked to resign from an employer, or has ever resigned or otherwise separated from employment while allegations of child sexual abuse or sexual misconduct were pending or were under investigation, or due to an adjudication or findings of child sexual abuse or sexual misconduct;
 - c) ever had a license or certificate suspended, surrendered, or revoked while allegations of child sexual abuse or sexual misconduct were pending or under investigation or due to an adjudication or findings of child sexual abuse or sexual misconduct.



4. What does the law require of prospective employers?

The law requires that a county board, nonpublic school, or contracting agency shall:

- 1) Review an applicant's employment history by contacting the current employer, all former school employers, and all former employers in which the applicant had direct contract with minors to request dates of employment and answers to the questions posed to applicants in question #3 (above).
- 2) Request a report from the MSDE regarding whether the applicant holds an active and valid certificate and has ever been the subject of professional discipline related to child sexual abuse or sexual misconduct.

5. What does the law require of current and former employers?

Within 20 days of receiving a request from a prospective employer, a current or former employer shall send the information required in question #3 (above) using a form approved by the MSDE. A current or former employer may also be required to produce additional information on an applicant (see #9 below).

6. Where can I find the employment history review form approved for use by the MSDE?

A copy of the form is attached to this guidance or can be found online at www.marylandpublicschools.org.

7. When must a prospective employer request the background information?

The law requires that a prospective employer review the applicant's employment history before hiring an applicant. See #20 for guidance on hiring an employee if a current or former employer has not responded to the request for information.

8. Does a current or former employer ever have to provide more information than what is required on the form?

Yes. If a prospective employer decides to further consider an applicant for employment after learning that a current or former employer has provided an affirmative response to one of the questions listed in #3, the prospective employer shall request additional information, including all records related to child sexual abuse or sexual misconduct. The current or former employer must provide this additional information within 60 days to both the prospective employer and the applicant.

9. Can an employer request more information from an applicant than is required under the law?

Yes. The law does not restrict a school or contracting agency from conducting further investigations of prospective employees or requesting applicants to provide additional background information.



10. Do the background information review requirements apply to current employees?

The requirements apply only to applicants for positions. Employers are not required to request background information on current employees. The law is silent on whether current employees who apply for new positions with the same employer where they would have direct contact with minors (thus becoming 'applicants' for a position) must complete the background information review. The MSDE encourages employers to apply the background information review requirements to all applicants for positions.

11. If an employer has already completed a background information review on an employee, must the employer request that same information if the employee becomes an applicant for a new position?

No. If a background information review has already been completed for all previous employers, there is no need to conduct a new one.

12. Must all former employers be contacted for background information?

The bill does not have a time limit on how far back in an employee's history one must go to retrieve background information. The MSDE recommends contacting all current employers, former school system employers, and former employers supplied by the applicant where an applicant had direct contact with minors.

13. What if a former employer is no longer in business?

A prospective employer should document all attempts to reach the former employer. If the former employer is out of business and no records are available, the prospective employer should document this information in the employee's personnel file.

14. Information does not have to be reported if a law enforcement agency found that the allegations were "unfounded." What does that mean?

Because law enforcement does not necessarily announce that allegations are "unfounded/" prospective employers can consider the closing of an investigation to be the equivalent to "unfounded" charges.

15. Information does not have to be reported if a child protective services agency "ruled out" the allegations. What if the agency screens them out without an investigation?

This may be considered the equivalent of "ruled out" for purposes of the law.

16. How does a prospective employer receive information about an employee's "eligibility for employment or certification status" from the MSDE?

The law requires the MSDE to indicate whether an applicant "holds a valid and active certification appropriate for the position and is otherwise eligible for employment." The MSDE has information on whether an individual is certified in Maryland and in what areas, and whether there has ever been disciplinary action on a certificate, such as a suspension or revocation. It is ultimately up to the



individual employer to determine whether to hire an employee based on the certification information provided by the MSDE.

For local school systems, the MSDE will make this information available through the Education Information System (EIS). Access can be granted under certain conditions, to trained local school system staff. Nonpublic schools and contracting agencies may contact the MSDE directly to obtain this information for applicants. If an applicant has never held a certificate, the MSDE will indicate that information in its response. A form requesting this information is available on the MSDE website at www.marylandpublicschools.org.

17. What must a prospective employer do if a current or former employer does not return the background information form? Can a prospective employer still hire the employee?

The law does not prohibit hiring an employee solely because a current or former employer has failed to report the background information requested. The prospective employer must, however, document each attempt to contact the current or former employer. MSDE recommends using multiple methods, if available, including regular mail, e-mail, phone, or fax, in an attempt to reach the employer. If, after three documented attempts, the current or former employer still has not responded, the prospective employer may hire the employee, but should note what information is missing from the employee's background. The prospective employer must also report the violation of the law to the MSDE for further action.

18. May a prospective employer begin training an employee prior to receiving the answers to the background information review?

Yes, but an applicant may not be hired until the prospective employer has either received answers to the questions from all current/former employers covered by the law or completed the process described in #17.

19. Are the employment history reviews required under this law considered to be public records?

No. "Information and records about an applicant received by a county board, nonpublic school, or contracting agency" under Md. Code, Educ. 6-113.2 are not a public record for purposes of the Maryland Public Information Act (PIA).

20. Can a former employer be held liable for disclosing information as part of an employment history review?

No. A person acting in good faith may not be held liable for disclosing any information or records related to child sexual abuse or sexual misconduct about a current or former employee unless the person acts with actual malice or intentionally or recklessly disclosed false information. This immunity is in addition to any other immunities provided by law.



21. Can a prospective employer use digital signatures or digital forms to comply with the law?

Yes. The MSDE is in the process of developing guidance for best practices involving digital signatures. Any system should be a secure and reliable form of receiving the background review information.

22. Can a prospective employer charge an applicant for processing the background review forms?

The law is silent in this regard and the MSDE has no position. It is up to individual employers to decide whether to charge a fee with the application.

23. Can a prospective employer require an applicant to forward the forms to current and former employers?

While a prospective employer may have an applicant forward the background information review forms to current or former employers, the responses to the form should go directly to the prospective employer. Prospective employers should not accept completed forms from an applicant on behalf of current or former employers.

NONPUBLIC SCHOOLS

24. What types of nonpublic schools must comply with the law?

The law applies to all types of nonpublic schools in Maryland. The law does not distinguish between nonpublic schools that are MSDE-approved and those that are not.

CONTRACTING AGENCIES AND SUBSTITUTES

25. Does the law apply to substitutes?

Yes. The law requires an employment history review of applicants for substitute positions involving direct contact with minors before the initial hiring of the substitute employee or placement on an approved substitute employee list. The completion of an employment history review in one county does not relieve another county of also conducting an employment history review of a substitute. A contracting agency may perform the employment history review for a substitute employee and its review may be used by all prospective employers of a substitute.

26. When does a contracting agency have to conduct an employment history review?

A contracting agency shall conduct an employment history review at the time of initial hiring of the employee or before the employee is assigned to work for a school entity in a position involving direct contact with minors.

27. How long is an employment history review conducted by a contracting agency valid?

As long as the employee continues to be employed by the hiring contracting agency.



28. Must a contracting agency keep records in connection with the employment history review?

Yes, a contracting agency must maintain a record of each employee's employment history review and, on request of the school entity to which an employee is assigned, provide access to the contracting agency's records of that employee.

29. Must a contracting agency inform a school entity of affirmative responses to questions posed in the employment history review?

Yes. Before assigning any employee to work in a school entity in a position involving direct contact with minors, a contracting agency shall provide notice to the school entity of any affirmative responses.

30. Can a school object to a contracting agency placing a specific employee at the school?

Yes. The contracting agency must provide information about whether the employee has any history of child sexual abuse or sexual misconduct as discovered in the employment history review. Based on that information, a school may object to the assignment of a particular employee in a position involving direct contact with minors.

FAILURE TO COMPLY WITH THE LAW

31. What happens to an applicant who provides false information related to child sexual abuse or sexual misconduct?

The individual may face professional discipline in the form of termination or denial of employment and may also face suspension, revocation, or denial of a professional license issued by the MSDE. The MSDE is in the process of developing regulations related to this provision.

32. What happens to a current or former employer who does not provide the information and records required under the law?

The current or former employer may face civil penalties or professional discipline for willful violations of the law's requirements. The MSDE is in the process of developing regulations to address this provision. A current or former employer shall not be held liable for failing to respond if the laws of the State in which the employer is located prohibit the release of that information or disclosure is prohibited by a contract entered into on or before June 30, 2019. The MSDE plans to initially send warning letters to current and former employers who are not complying with the law to make them aware of the law's requirements.

33. What should a prospective employer do if it learns that an applicant has provided false information or encounters a current or former employer that refuses to respond to the background information form?

The violation of the law should be reported to the MSDE along with all relevant documents or other information.



34. What if an employer becomes aware that an employee provided false information after the employee has been hired or learns of pre-employment allegations of child abuse or sexual misconduct after hire?

The employer may make any employment offer contingent on the results of the background information review and/or take whatever employment action it deems necessary. In addition, false information provided by an applicant or employee should be reported to the MSDE.