



Office of Purchasing  
10910 Clarksville Pike, Ellicott City  
Maryland 21042-6198  
(410) 313-6722, fax (410) 313-6789

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April 21, 2021

To All Interested Professional Services Contractors:

The Howard County Public School System (HCPSS) invites your submittals to provide virtual psychological and educational assessments for the Howard County Public School System as specified in the attached Request for Proposals (RFP) No. 029.21.B1.

RFP documents may be obtained on Wednesday, April 21, 2021 at the Howard County Department of Education, Purchasing Office website <https://purchasing.hcpss.org/business-opportunities>.

**Submittals shall be submitted electronically via email in their entirety (all pages) in PDF format no later than May 6, 2021 at 3:00 PM** to [BidsandProposals@hcpss.org](mailto: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., Friday, April 30, 2021 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,

A handwritten signature in black ink that reads "D Pindell".

Douglas Pindell  
Director of Purchasing



Office of Purchasing  
10910 Clarksville Pike, Ellicott City  
Maryland 21042-6198  
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THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM  
10910 Clarksville Pike (MD Route 108)  
Ellicott City, Maryland 21042

**NO BID REPLY FORM**

Sealed Bid For: Virtual Educational and Psychological Assessments for Students K-21

Bid Number: 029.21.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.

Unfortunately, we must offer a "No Bid" at this time because:

- \_\_\_\_\_ 1. We do not wish to participate in the bid process.
- \_\_\_\_\_ 2. We do not wish to bid under the terms and conditions of the Request for Sealed Bid document. Our objections are:  
\_\_\_\_\_
- \_\_\_\_\_ 3. We do not feel we can be competitive.
- \_\_\_\_\_ 4. We cannot submit a bid because of the marketing or franchising policies of the the company.
- \_\_\_\_\_ 5. We do not wish to sell to The Howard County Public School System. Our objections are:  
\_\_\_\_\_
- \_\_\_\_\_ 6. We do not sell the item(s)/service(s) requested in the specific specifications.
- \_\_\_\_\_ 7. Other: \_\_\_\_\_
- \_\_\_\_\_ 8. We wish to remain on the Bidders' List.
- \_\_\_\_\_ 9. We wish to be removed from the Bidders' List for the above stated commodity.

**REQUEST FOR PROPOSALS**  
**FOR**  
**PROFESSIONAL SERVICES**

**RFP No. 029.21.B1**

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

April 21, 2021

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**PART I**  
**GENERAL INFORMATION**

**1.0 Purpose**

The Howard County Public School System (HCPSS) issued this Request for Proposals (RFP) to solicit submittals from independent contractors from qualified professionals to conduct virtual psychological and/or educational assessments for students K to 21.

**1.1 Background**

The school system operates 77 schools with additional office locations in a suburban area. Enrollment is 57,000 students. For more information on the Howard County Public School System, please visit <http://www.hcpss.org/aboutus/>.

**1.2 Obligations of HCPSS**

The school system 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. The school system reserves the right to reject any or all submitted responses. All submittals will become a part of the school system official procurement files, and will be available for public inspection.

**1.3 Respondent Obligations**

Qualified Offerors are invited to submit responses in accordance with this RFP. Submittals must address all specifications. The Offeror will be liable, both individually and severally, for the performance of all obligations under the contract, and will not be relieved of non- performance of any subcontractor.

Although not detailed in this document, HCPSS reserves the right to negotiate a contract amendment with the Contractor for additional services that may be required.

**1.4 Schedule of Events**

HCPSS currently anticipate that the selection of a Contractor(s) and execution of the Contract(s) will proceed according to the following schedule:

April 21, 2021	Issuance of RFP
May 2021	Deadline for Submission of responses (3:00 p.m. local time) – see Invitation letter for specific dates. Late submittals will not be considered.
May-June 2021	Contract Execution (or as soon thereafter as practical)

The above dates are subject to change.

## **1.5 Contact**

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

## **1.6 Respondent Understanding of RFP**

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

## **1.7 Deadline for Submission of Responses**

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.

## **1.8 Right to Amend, Modify or Withdraw RFP**

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

## **1.9 Issuing Office**

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

Douglas Pindell  
Director of Purchasing  
Howard County Public School System  
10910 Clarksville Pike  
Ellicott City, Maryland 21042  
410-971-8944 (m)  
dpindell@hcpss.org

Written questions must be received prior to or no later than the date provided in the invitation. HCPSS will make every effort to provide a timely, written response to questions.

## **1.10 Open Records**

Following the award and execution of the Contract, responses to this RFP are subject to release as public information unless HCPSS has determined that parts of the submittal are confidential. It is recommended that respondents consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information.

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

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

Copyrighted submittals are unacceptable and will be disqualified as non-responsive. All submittals become the property of HCPSS.

### **1.11 Written Questions and Official Responses**

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

### **1.12 Time**

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

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

### **1.13 Copies**

Offerors must submit one (1) electronic signed original.



## PART II

### SUBMITTAL FORMAT

#### 2.1 Introduction

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

#### 2.2 General Organization of Submittal Contents

Submittals must be organized as follows:

- a. Transmittal Letter
- b. Executive Summary
- c. Table of Contents
- d. Submittal Information
- e. Cost Proposal (See Appendix C)
- f. Affirmative Action Certification

#### 2.3 Transmittal Letter

Offerors 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.**

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

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

#### 2.4 Executive Summary

Offerors must provide an executive summary of their submittals and represent that Offerors' 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. Offerors must identify any services that are provided beyond those specifically requested. If Offeror is providing services that do not meet the specific requirements of this RFP, but in the opinion of respondent are equivalent or superior to those specifically requested, any such differences must be noted in the executive summary. However, failure to provide the services specifically required may result in disqualification of the submittal.

## **2.5 Table of Contents**

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

## **2.6 Respondent Identifying Information**

Each Offeror must provide the following identifying information:

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

### **2.6.1 Subcontracting Information**

This section refers to the opportunities of the Offeror to utilize other firms to provide non- direct services such as uniform rental, supplies or other outsourced services. Offeror must include a plan of how such subcontracted services will be utilized.

### **2.6.2 Equal Employment Opportunity Practices**

HCPSS is committed to assisting firms that are majority owned by minorities and women. Offerors must state in its submittal whether it is majority owned by minorities and/or women. Offerors are expected to make every effort to meet or exceed the goal of 25 percent participation by organizations majority owned by Native American/Alaskans, Asian/Pacific Islanders, Blacks, Hispanics, persons with disabilities, and/or women as certified by the Maryland Department of Transportation, the certifying agency in Maryland.

### **2.6.3 Conflict of Interest**

Each Offeror 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 Offeror, its principal, or any affiliate or subcontractor, with HCPSS or any other entity or person involved in any way in the Contract.

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

### **2.7 Submittal Requirements**

Please refer to Part III, below.

### **2.8 Cost Proposal**

Please refer to Section 4.2 and Appendix C, below.

## PART III

### SUBMITTAL AND CONTRACT REQUIREMENTS

#### 3.1 Technical Response

The Offeror should prepare their response to the Request for Proposal as described below. For rating purposes the submittal will be evaluated for the following distinct parts.

##### A. Offeror Qualifications

1. Established Agency/Contracting firm for past three years.
2. Employees trained and certified and/or licensed in their respective fields.
3. Familiar, by past experience, with state and local government practices, procedures, laws, and regulations.
4. Licensed to do business in the state of Maryland.

##### B. Submittals

1. Company profile, to include:
  - (a) How long in business under current name.
  - (b) Business contact information.
  - (c) Resume of lead person(s) for this contract to include related experience.
  - (d) Manpower breakdown - number of personnel by specialty.
  - (e) Description of pertinent facilities and equipment to include office space by square footage and indicate own or lease.
  - (f) Licensed to work in the state of Maryland and for operating any testing device requiring licensing.
  - (g) Statement as to business and/or principals' involvement in any legal action pending or resolved regarding failure to perform or other action in the state of Maryland during the previous three years, furnish details and outcome.
  - (h) Statement of ability to comply with the insurance requirements.
  - (i) Certification that the Contractor is not listed on the System for Award Management (SAM) under the Excluded Parties Listing System (EPLS) federal registry.
  - (j) Statement the firm is in "Good Standing" with the Maryland Treasury Office. See link for details: <https://egov.maryland.gov/businessexpress/entitysearch>
  - (k) Completed Appendix E - Education Article 6-113

##### C. Interpretation

1. A narrative expansion of the understanding of the desired services as defined in these bid documents by the Offeror.

##### D. Management Team and Approach

1. The Offeror shall briefly explain their management and approach to providing quality educational and/or psychological virtual assessments to the school system.
2. The Offeror shall outline and provide supporting documentation that covers their hiring and retention practices.
3. The Offeror must acknowledge and comply with appropriate licensing and certification requirements.

4. The Offeror shall explain what orientation or professional development programs are provided to their staff and how they plan to communicate these programs to their staff assigned to HCPSS.
5. The Offeror must include their staff/employee handbook or other manuals that address their policies and procedures for scheduling and completing assessments, assigning staff and providing backup staff in order to maintain services/coverage by certified and/or licensed staff in the event their assigned staff are not able to perform.
6. Manpower breakdown - number of personnel by specialty and experience level.
7. Examples of resumes of staff anticipated to be assigned to this contract or at least a representation of the quality and experience of staff to be assigned.

E. **Cost/Fee Structure**

Contractors shall submit a fee structure utilizing the Proposal Total Sheet – **Appendix C**.

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

**3.2. Computer Capabilities**

Identify knowledge and experience with various types and levels of computer and technology programs, including ability to provide virtual assessment of the staff to be assigned to complete the assessments

**3.3 Financial Information**

Every Offeror may be required to submit a financial statement upon request, and other financial data requested or required, **within 48 hours** of the request in a separate sealed envelope labeled “Financial Statement and Data.”

A. **Financial Statement**

One copy of said statement is sufficient for each firm. The financial statement must be certified by the owner, partner, or officer of the firm, or by a certified public accountant. Financial statements will not be required, at submittal deadline time, from firms who are individuals, or from firms who are proposed for less than \$10,000 of services. However, the school system reserves the right to solicit this information at any time, if said information is deemed relevant.

B. **Other Financial Data**

Any other financial data that is specifically requested by the school system or deemed appropriate by the Offeror shall be submitted in single copy and included within the Financial Statement and Data envelope.

**3.4 Scope of Work to be Performed**

3.4.1 The successful vendor’s **core business** is to provide licensed and/or certified practitioners to deliver virtual psychological and/or educational assessments to students K-21.

3.4.2 The successful vendor shall be required to provide or perform the following tasks.

*Not all vendors are required to provide all assessors being requested. Single service providers may also apply. Responses must identify areas of assessments.*

3.4.2.1 To employ one or more licensed and/or certified education and/or psychological assessors to provide virtual assessment services as requested by HCPSS.

- 3.4.2.2 To maintain direct responsibility as employer of all personnel designated in this contract for fingerprinting and background check - See Education Article 6.113, attached Appendix E required to be signed., payment of wages, and other compensation, reimbursement of expenses and compliance with federal, state, and local tax withholdings, worker's compensation, social security and other obligations imposed on the employment of such personnel, including compliance with OSHA regulations. See Appendix E for details.
- 3.4.2.3 To provide educational and/or psychological virtual assessments as needed to the students of the HCPSS according to all state laws, as they apply. Assessments must include standardized formal assessments specifically designed to answer the diagnostic question(s) included in the special education evaluation process.
- 3.4.2.4 To provide all administrative and supervisory services in order to maintain the effective delivery of virtual assessment services to students of the HCPSS.
- 3.4.2.5 To maintain accurate time logs to reflect time spent reviewing files, completing assessments, and writing reports.
- 3.4.2.6 To provide back-up plan, to include back-up staff, when Contractor's staff are absent, if greater than a one week period. Staff providing back-up service will have to have been fingerprinted and had a background check in order to provide services/coverage by certified and/or licensed staff.
- 3.4.2.7 To send an itemized invoice for services rendered on a monthly basis.
- 3.4.2.8 To provide certification of insurance (worker's compensation, liability, etc.), which shows that Contractor carries insurance covering any staff performing work on HCPSS's premises.
- 3.4.2.9 To process criminal background checks for all staff placed in school system contracts. HCPSS will also require all providers working with students to complete fingerprinting and criminal background check.
- 3.4.2.10 To maintain the confidentiality of HCPSS's proprietary information, See Appendix F Data Sharing Agreement.
- 3.4.2.11 Access for state and/or federal agencies or their representatives to books, documents, and records as follows:
  - (a) Until the expiration of five (5) years after the furnishing of the services to be provided hereunder, the Firm shall make available, upon written request of the Secretary of the United States Department of Health and Human Services ("Secretary") or upon written request of the Comptroller General of the United States ("Comptroller General") any books, documents and records of the Firm that are necessary to certify the nature and extent of such cost incurred by the HCPSS hereunder,
  - (b) If the Firm carries out any of his duties under this agreement through a subcontract with a value or cost of ten thousand dollars (\$10,000.00) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that, until the expiration of five (5) years, the furnishing of such services pursuant to such subcontract, the related organization shall make available upon written request to the secretary, or upon request to the Comptroller General, or any of their duly authorized representatives, the subcontract and any books,

documents and records of any such organization that are necessary to verify the nature and extent of such cost;

- (c) This paragraph has been included pursuant to the requirements of Section 952 of the Omnibus Reconciliation Act of 1980 (42 U.S.C. 1391Y) (4) (1) and the regulations promulgated there under, contained in 42 C.F.R. 420.300, et seq. ("The Regulations "). The terms "books, documents and records" and "related organizations" shall have the meaning subscribed to then in The Regulations.

- 3.4.2.12 All documentation of services including but not limited to students' therapy logs, progress reports, Individual Education Program, therapy plans, and evaluations are in compliance with applicable state and federal requirements and HCPSS guidelines.
  - 3.4.2.13 The Contractor and its employees (Therapists/Teachers), will maintain the confidentiality of the Provider's proprietary information. See Appendix F – DATA SHARING AGREEMENT.
  - 3.4.2.14 To establish a work agreement with HCPSS that addresses the specific student needs that may include specific times for services, payment amounts and limited hours of services under the responsibility of HCPSS.
  - 3.4.2.15 Firms under this agreement shall be required to disclose to HCPSS any relationship, professional or private, with staff, parents or others that could impact decisions or service levels to students.
  - 3.4.2.16 HCPSS reserves the right to refuse any assessor that has or may have a private/professional relationship with a student at a school where they would be placed.
  - 3.4.2.17 Follow FERPA and COPPA privacy and security guidelines
- 3.4.3 The preferred contractor would be able to provide the following services.
- 3.4.3.1 Dedicated cloud-based platform for assessment.
  - 3.4.3.2 Access to digital standardized assessment tools.

### **3.5 Howard County Public School System Responsibilities**

- 3.5.1 Cooperation with the Firm to ensure that the assessment services meet all state and federal requirements.
- 3.5.2 Orientation to the HCPSS's policy and procedures regarding student treatment and documentation.
- 3.5.3 Adequate notice of cancellation of services must be submitted in writing no less than thirty (30) calendar days prior to the date of discontinuation of service.
- 3.5.4 To maintain confidentiality of the Provider's proprietary information, i.e. fees.

- 3.5.5 HCPSS will notify the vendor of student assignments as early as possible. For areas that require multiple vendors, services will be utilized on a rotational basis based on need, availability or the best interest of the student.
- 3.5.6 HCPSS will provide fingerprinting cards to vendors in order to access criminal justice background checks on the direct providers at no cost to HCPSS.

### **3.6 Contract Completion and Renewal**

- 3.6.1 This contract shall begin on upon award by the Board of Education, anticipated to be **May 15, 2021-May 14, 2022**
- 3.6.2 Automatic contract renewals are prohibited. Contract renewals must be authorized by and coordinated through the Purchasing Office. The County reserves the right to renew the contract for four (4) additional years, one (1) year at a time.
- 3.6.3 Any contract awarded pursuant to this Request for Proposal shall be conditioned upon an annual appropriation made by the Board of Education of Howard County of funds sufficient to pay compensation due the successful Offeror under the contract. 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. In that event, the Board shall not be obligated to make any payments under the contract beyond the amount properly appropriated for contract payments in the immediate prior fiscal year. The Board shall provide the successful Offeror with written notice of contract termination due to the non-appropriation of funds at least thirty (30) calendar days before the effective date of the termination. However, the Board's failure to provide such notice shall not extend the contract into a fiscal year in which funds for contract payments have not been appropriated.
- 3.6.4 Participates in student conferences and meetings as required.
- 3.6.5 Provides input regarding their staff performance to HCPSS staff as appropriate.
- 3.6.6 Ongoing Agency Evaluations, at least annually, the Agency and the staff assigned to HCPSS.

### **3.7 Insurance**

- 3.7.1. The Service Provider shall not commence services until the Service Provider has obtained at the Service Provider's own expense all of the insurance as required hereunder and such insurance has been approved by the Board. Approval of insurance required of the Service Provider will be granted only after submission to the Board of original certificates of insurance signed by authorized representatives of the insurers or, at the Board's request, certified copies of the required insurance policies.
  - A. Insurance as required hereunder shall be in force throughout the term of the Contract and for two years after final payment by Board for services rendered under this Contract in accordance with the insurance requirements below. Original certificates signed by authorized representatives of the insurers or, at the Board's request, certified copies of insurance policies, evidencing that the required insurance



is in effect, shall be maintained with the Board throughout the term of the Contract and for two years after final payment by Board for services rendered under this Contract.

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

Board, then the Service Provider shall bear all reasonable costs properly attributable thereto.

### 3.7.2. Service Provider's Liability Insurance

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

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

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

insurance shall include coverage for all of the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. Insurance or self-insurance provided to the Board and Board's elected and appointed officials, officers, consultants, agents and employees as specified herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the Board and Board's elected and appointed officials, officers, consultants, agents and employees shall be excess of and non-contributory with insurance or self-insurance provided to the Board and Board's elected and appointed officials, officers, consultants, agents and employees as specified herein.

C. If any liability insurance purchased by the Service Provider has been issued on a "claims made" basis, the Service Provider must agree to comply with the following additional conditions:

- i. The Service Provider shall maintain each such "claims made" coverage and shall provide certificate(s) of insurance evidencing each such "claims made" coverage for a period of two years after final payment for services rendered under the Contract. Such certificate(s) shall evidence a retroactive date no later than the beginning of the services provided under this Contract; **or**

- ii. The Service Provider shall purchase an extended (minimum two years) reporting period endorsement for each such "claims made" policy in force as of the date of final acceptance and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself. Such certificate or copy of the endorsement shall evidence a retroactive date no later than the beginning of the services provided under this Contract.

#### 3.7.4. Indemnification

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

#### 3.7.5. Waiver of Subrogation

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

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

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

negligence of the Board and its elected and appointed officials, officers, volunteers, agents and employees. The Service Provider shall advise its insurers of the foregoing.

#### 3.7.7. Damage to Property of the Service Provider and its Invitees

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

### 3.8 Data Sources

HCPSS shall provide the successful Offeror all available data possessed by the school system that relates to this contract. However, the successful Offeror is responsible for all costs for acquiring other data or processing, analyzing or evaluating County data.

### 3.9 General Provisions

3.9.1 HCPSS and the awarded vendor agree to the following conditions:

- 3.9.1.1 To render services in accordance with laws, professional ethics and standards of practice promulgated by relevant licensing boards and professional organizations.
- 3.9.1.2 Not to solicit for employment or temporary hire the agency's staff, contracted by Vendor, during the term of this contract and for twelve months following termination of this contract.
- 3.9.1.3 To directly and immediately bring contract/personnel quality assurance concerns to the attention of each agency's administration prior to any discussion with either agency's staff.
- 3.9.1.4 That Vendor is an independent agency, and therefore Vendor is responsible for all taxes and legal requirements of employment for its staff.
- 3.9.1.5 No Agency may be utilized by the HCPSS that are listed on the federal government's "Excluded Parties List System" of suspended or debarred entities at any during the contract term. This is a requirement of OMB Circular A-133 Compliance Supplement.

### 3.10 Changes

- 3.10.1 HCPSS may, at any time, by written order, require changes in the services to be performed by the successful Offeror. If such changes cause an increase or decrease in the successful Offerors cost of, or time required for, performance of any services under this contract, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. The Director of Purchasing must approve all work that is beyond the scope of this Request for Proposal.
- 3.10.2 No services for which an additional cost or fee shall be charged by the successful Offeror shall be furnished without the prior written authorization of the Director of Purchasing.

### **3.11 Contractor Performance/Evaluation Scorecard**

- 3.11.1 Upon completion of a 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.
- 3.11.2 The evaluation scorecard shall include the following performance indicators; Quality of Work, Responsiveness, Professionalism, Resources, Schedule Management, Quality Control, Deficiency Resolution, Submittal Management, Training, Appearance, Security, Safety, Billing, and Compliance.
- 3.11.3 A contractor shall have up to 3 weeks after notification to appeal, challenge or otherwise dispute the scorecard results. After the 3-week period, the scorecard shall be considered final and accepted by the contractor.
- 3.11.4 A contractor receiving a 60% or less overall evaluation scorecard rating (after any appeals or adjustments) for a project will be disqualified for bidding on any future projects with the HCPSS for a period of three (3) years and/or for the remaining contract term including renewal options. See Exhibit B for the Contractor Performance/Evaluation scorecard.

### **3.12 Americans with Disabilities Act Requirements**

- 3.12.1 The Howard County Public School is fully committed to the Americans with Disabilities Act (ADA) which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities and services. HCPSS government contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any County contractual agreement must make the same commitment.
- 3.12.2 Your acceptance of this contract acknowledges your commitment and compliance with ADA.

### **3.13 Price Adjustments**

- 3.13.1 Pricing is firm for the first year after award of a contract. Thereafter, annual price adjustments will be considered. The Howard County Public School System will consider adjustments based on the following conditions:
  - Labor rates based upon federal minimum wage increases and decreases in the Consumer Price Index (CPI-W), Baltimore Region, as published by the Bureau of Labor Standards (increases above a 10% cap will not be considered). Adjustments will be calculated by comparing the current index with the previous index available when contract was established so as to determine the change in index points. The point change will then be divided by the price index to obtain the percentage of change. The percentage of change will then be multiplied by .75 to obtain the adjustment to be applied to the current prices.
- 3.13.2 In order to receive consideration for a price increase, the contractor must submit to The Howard County Public School System 90 days prior to contract expiration, a statement of any change in price to be applied.
- 3.13.3 Price increase requests will not be considered if not accompanied with the proper information.

### **3.14 Optional Use of Contract**

- 1. The Howard County Public School System may extend the terms, conditions, and prices of this contract to the Howard County government, Howard County library, the Howard Community

College, The University System of Maryland and Affiliated Institutions, other State of Maryland public, private and parochial schools and to those jurisdictions who are members of the Baltimore Regional Cooperative Purchasing Committee (BRCPC), a standing committee of the Baltimore Metropolitan Council (BMC). Each of the agencies shall issue their own purchasing documents. The Howard County Public School System assumes no obligation on behalf of these agencies.

2. The Howard County Public School System shall not be a party to any contract entered into by any of the agencies under this paragraph, and shall have no duties toward the agencies or the vendor.

**PART IV**  
**SUBMITTAL EVALUATION AND SELECTION**  
**PROCESS**

**4.1 Introduction**

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

**4.2 Cost Proposal**

The respondent must utilize the format provided in Appendix C in submitting a cost proposal in response to this RFP. The cost proposal must be included in each copy of the submittal. Any re-worked version of Appendix C that is intended to be a substitute for Appendix C, that is provided by a respondent may be determined as non-responsive, and may result in the submittal’s disqualification.

Respondent must include in its cost proposal all travel and accommodation expenses associated with travel, and all other out-of-pocket expenses required under this contract. All such costs will be at the expense of Contractor.

**4.3 Submittal Evaluation and Selection**

The HCPSS will evaluate submittals on the basis set forth in this section. A contract may be awarded the Contractor(s) whose submittal best meets HCPSS requirements and needs at the time of the award. HCPSS reserves the right to extend the scope of work and terms and conditions to additional firms as the need occurs.

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. Resumes of staff anticipated to be assigned to HCPSS must be included. If no staff identified, then representations of the typical educational and psychological assessors to be assigned must be included.

The Committee will use the following criteria and weighing in preparing its technical evaluation of each qualifying submittal as follows:

Qualifications of the Firm	30
Qualifications of the Individuals Proposed	20
Analytic Approach and Fees	50



**PART V**  
**PAYMENT**

**5.1 Payments**

HCPSS will make every effort to pay the Contractor within thirty (30) days of acceptance of an approved invoice for actual hours worked. Notwithstanding any other provision of this RFP, all invoices must be accompanied with documentation that details the number of hours expended.

**APPENDIX A**  
**GENERAL PROVISIONS**

**I. CONTRACT AWARD**

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

**II. ORDER OF PRECEDENCE**

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

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

**III. WAIVER OF RIGHT TO BID ON OTHER CONTRACTS**

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

**IV. PUBLIC INFORMATION ACT NOTICE**

Offerors should give specific attention to the identification of those portions of their submittals that they deem to be confidential, proprietary information or trade secrets and provide any justification of why such materials, upon request, should not be disclosed by HCPSS. Blanket requests for the entire submittal to be held confidential will not be accepted.

HCPSS shall determine, in their sole discretion, which (if any) portions of the Offeror’s submittals shall be confidential.

**V. INITIATION OF WORK**

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

**VI. RESPONSIBILITY FOR CLAIMS AND LIABILITY**

The Contractor shall be responsible for any personnel injury, loss of life, and damage to or loss of property arising from or related to Contractor’s activities or those of its subcontractors, agents, or employees in connection with the services required under this agreement. The Contractor shall indemnify and 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 Contractor under this agreement or the activities conducted or required to be conducted by the Contractor under this agreement, including its subcontractors, agents, or employees.

## VII. CHANGES ALTERATIONS, OR MODIFICATIONS IN THE SERVICES

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

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

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

## VIII. REMEDIES AND TERMINATION

A. ***Termination for Default*** - If the Contractor fails to fulfill its obligations under this contract properly and on time, otherwise violates any provision of the contract, HCPSS may terminate the contract by written notice to the Contractor. The notice shall specify the acts of omissions relied on as cause for termination. All finished or unfinished supplies and services provided by the Contractor, shall at HCPSS's option, become HCPSS property. HCPSS shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach.

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

B. ***Termination for Convenience of HCPSS*** - HCPSS may terminate all or any part of the work required under this contract for the convenience of HCPSS. In the event of such termination, the contract manager shall determine the costs the Contractor has incurred to the date of termination and such reasonable costs associated with the termination. HCPSS shall pay such costs as determined by the contract manager to the Contractor together with reasonable profit reasonably earned by the Contractor to the time of termination but not to include any profit not earned as of the date of termination.

C. ***Termination for Breach*** – HCPSS may terminate all or any part of the work without cause or justification if the Contractor fails to provide the appropriate staff as required and without proper notification. In addition, offsetting payments may be withheld if HCPSS incurs additional costs over and above the Contractor's contract rates.

D. ***Correction of Errors, Defects, and Omissions*** - The Contractor agrees to perform work as may be necessary to correct errors, defects, and omissions in the services required under this agreement without undue delays and without cost to HCPSS. This may include but is not inclusive of incomplete documentation, incomplete assessments, lack of compliance with the Individual Education Program, etc. The acceptance of the work set forth herein by HCPSS shall not relieve the Contractor of the responsibility. The Contractor agrees that failure to properly and timely submit reports/documentation, etc. as required or needed will result in a withholding of 10% of the most recent invoice. This is a liquidation fee and not a penalty. The amount withheld will be paid in accordance with the standard payment terms upon the acceptable delivery of the required reports/documentation.

Assessment that is not paired with appropriate documentation will not be accepted. If there is no documentation then there is no proof of assessment. The Contractor is responsible for the make-up of undocumented assessments at the Contractor's expense.

Assessments that are not completed are the responsibility of the Contractor. Should the assessor be unable to complete the assessment, it is the responsibility of the Contractor to provide an appropriate assessor to complete the work.

- E. ***Obligations of Contractor upon Termination*** - Upon notice of termination as provided in Paragraphs C and D above, the Contractor shall:
1. Take immediate action to orderly discontinue its work and demobilize its work force to minimize the occurrence of costs.
  2. Take such action as may be necessary to protect the property of HCPSS, place no further orders or subcontract, assign to HCPSS in the manner and to the extent directed by HCPSS all of the right, title and if ordered by HCPSS possession and interest of Contractor under the orders or subcontracts terminated.
  3. Deliver to HCPSS all materials, equipment, data, drawings, specifications, reports, estimates, and such other information accumulated by the Contractor which has been or will be reimbursed under this agreement after taking into account any damages that may be payable to HCPSS. Title to such items shall be transferred to HCPSS.
- F. ***Remedies Not Exclusive*** - The rights and remedies contained in this general condition are in addition to any other right or remedy provided by law, and the exercise of any of them is not a waiver of any other right or remedy provided by law.

#### IX. RESPONSIBILITY OF CONTRACTOR

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

#### X. DISPUTES; GOVERNING LAW

Except as otherwise provided in these contractual documents, any claim, dispute, or other matter in question concerning a question of fact shall initially be referred to the HCPSS contract manager. Any claim, dispute, or other matter in question concerning a question of fact referred to the contract manager that is not disposed of by agreement shall be referred to the Director of Purchasing, HCPSS, who shall

reduce his decision to writing and mail or otherwise furnish a copy to the Contractor. The decision of HCPSS shall be final and conclusive.

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

XI. EXAMINATION OF RECORDS

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

XII. DISSEMINATION OF INFORMATION

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

XIII. NON-HIRING OF EMPLOYEES

No employee of the Board of Education of Howard County or any department, commission, or agency or branch thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contract, shall, while such employee, become or be an employee of the party or parties hereby contracting with said HCPSS, or any department, commission, agency or branch thereof.

XIV. CONTINGENT FEE PROHIBITION

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

XV. COMPLIANCE WITH LAW

The Contractor hereby represents and warrants:

- A. That it is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified.
- B. That it is not in arrears with respect to the payment of any monies due and owing the county or state, of any department or agency thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this agreement.

- C. That it shall comply with all federal, state, and local law, ordinances and legally enforceable rules and regulations applicable to its activities and obligations under this agreement.
- D. That it shall procure, at its expense, all licenses, permits, insurance, and governmental approval, if any, necessary to the performance of its obligations under this agreement.
- E. That the facts and matters set forth hereafter in the "Contract Affidavit" which is attached to this agreement and made a part hereof are true and correct.

XVI. OWNERSHIP AND USE OF PROGRAM MATERIALS

All materials, including but not limited to training documents, program and software 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.

XVII. ADHERENCE TO SCHOOL SYSTEM POLICIES

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

**APPENDIX B  
STANDARD CONTRACT  
AGREEMENT FOR PROFESSIONAL  
SERVICES**

AGREEMENT # 029.21.B1

THIS AGREEMENT is entered into this \_\_\_\_ Day of \_\_\_\_\_ 2021, effective as of this date, by and between the Board of Education of Howard County (hereinafter referred to as the "Board") and

\_\_\_\_\_ Contractor, (hereinafter referred to as the "Contractor").

**RECITALS**

WHEREAS, the Contractor submitted a proposal to RFP #029.21.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. 029.21.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 #029.21.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 one (1) years. The contract will have the ability to renew for four (4) years, one (1) year at a time. Funding after the first fiscal year will be subject to budget authority and appropriation.

**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: \_\_\_\_\_  
Chao Wu, Ph.D., Chair Date  
Board of Education of Howard County

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

Firms Signature: \_\_\_\_\_  
Authorized Person at Firm Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Typed Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State Zip

\_\_\_\_\_  
Telephone Fax

WITNESS: By: \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name





# FORM FOR COST PROPOSAL

## Rates and description of services

### **Educational Assessment**

\$ \_\_\_\_\_

Included in this rate: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

### **Psychological Assessment**

\$ \_\_\_\_\_

Included in this rate: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

### **Psycho-Educational Assessment**

\$ \_\_\_\_\_

Included in this rate: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

## Please also include rates and description for:

Itemized list of assessments

Itemized list of other services/implementation of assessments (e.g., consultation w/ teacher and/or parent, assessment preparation, technology, dedicated platform, infrastructure for assessment, availability of digital assessment, etc.)

## Other Costs:

Please identify any other costs: For example

Agency fee \$ \_\_\_\_\_

Overhead \$ \_\_\_\_\_

Attach additional sheets if necessary

**APPENDIX D**

**AFFIDAVIT  
Virtual Assessment Services  
BID #029.21.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 or 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.

**NOTICE**

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

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

This bid/proposal must be signed by a bidder authorized to make a binding commitment for the firm submitting the bid/proposal. By submitting a bid/proposal in response to this solicitation, the bidder selected for award agrees that it shall comply with all federal, State, and local laws, and the Board of Education of Howard County Maryland policies and regulations applicable to its activities under the resulting contract. Any bidder selected for award, including businesses outside of the State, must comply with registration/verification requirements of the Maryland Department of Assessments and Taxation. **www.dat.maryland.gov as directed by the Purchasing Office.**

Your signature on this page provides and the Board of Education of Howard County Maryland your acknowledgment and acceptance of the terms and conditions contained in the solicitation. When this page is executed by an authorized officer of the Howard County Public School System, these specifications, terms and general conditions, and price(s) bid shall become a legally binding contract between the successful bidder and the Howard County Public School System.

\_\_\_\_\_  
(Signature of Bidder)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Bidder Name Printed)

\_\_\_\_\_  
(Title of Bidder)

SUBSCRIBED AND SWORN to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

NOTARY  
PUBLIC

Name\_\_\_\_\_

Seal:

My Commission Expires\_\_\_\_\_

\_\_\_\_\_  
(Legal Name of Company)

\_\_\_\_\_  
(Web Address/URL)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip)

\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(Fax)

\_\_\_\_\_  
(E-mail address)

Contractor's License Number # \_\_\_\_\_

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

( ) Corporation      ( ) Partnership      ( ) Individual      ( ) Other



**APPENDIX E**

**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)



## APPENDIX F



### **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 the term beginning on the effective date of the contract services and ending on contract termination.

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 through its digital platform: any data related to this contract.
- 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, research, or other internal purposes. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to: name, ID numbers, date of birth, demographic

information, location information, and school ID. Furthermore, VENDOR agrees not to attempt to re-identify de-identified Data.

- F. **Data Mining, Marketing and Advertising:** Except as indicated in Section E above, VENDOR is prohibited from mining CLIENT DATA for any purposes other than those agreed to by the parties. **Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited. Any and all forms of advertisement, directed towards children, parents, guardians, or District Employees will be strictly prohibited unless allowed with express written consent of the District.**
- G. **Modification of Terms of Service:** VENDOR will not change how CLIENT DATA are collected, used, or shared under the terms of this Agreement in any way without advance notice to the CLIENT. This Agreement is the entire agreement between the CLIENT (including all District end users) and the VENDOR. All other agreements or understandings, whether electronic, click-through, verbal or in writing, with District Employees or other End Users shall be null and void.
- H. **Data Sharing:** VENDOR will not share CLIENT DATA with or disclose it to any third party, except to affiliated subcontractors, agents, or third-party service providers of the VENDOR, 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 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 school system. All student-produced work remains the property of the school system 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 supply the CLIENT with copies of 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 have undergone appropriate background screening and possess all needed qualifications to comply with the terms of this Agreement. Further, all employees and subcontractors are subject to the same FERPA compliance in relation to the 'school official' designation, and should receive training that the re-disclosure of PII and/or Confidential Information will violate federal and state laws and may result in criminal and/or civil penalties.
- 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 FERPA obligations under this section.
- 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 negligence or misconduct 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.***

HCPSS:

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



assets (technology, equipment, materials, etc).	1	2	3	4	5	6	7	8	9	10	N/A
12. <b>Safety.</b> The contractor’s ability to keep the workplace safe and comply with OSHA, and all school system requirements including child sex offender and criminal background checks.	1	2	3	4	5	6	7	8	9	10	N/A
13.. <b>Billing.</b> The contractor’s ability to present timely, correct and properly documented invoices.	1	2	3	4	5	6	7	8	9	10	N/A
14. <b>Compliance.</b> 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

**Please summarize the contractor’s overall performance based on the scores for the performance indicators noted above:**

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Thank you for your prompt assistance. As part of your quality improvement process, you may wish to discuss the results of your survey with your contractor.

**Please return the completed survey by email to: [emily\\_kinsler@hcpss.org](mailto:emily_kinsler@hcpss.org) or fax (410) 313-7046**