



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

October 15, 2021

To All Interested Professional Services Consultants:

The Howard County Public School System (HCPSS) invites your proposal to provide professional consulting services for facilitation of school boundary review (also known as attendance area adjustments or redistricting). This project is assigned to Office of School Planning of the Howard County Public School System as specified in the attached Request for Proposals (RFP) No. 007.22.B1. Proposals are to be submitted to the Howard County Department of Education, Purchasing Office, 10910 Clarksville Pike, Ellicott City, Maryland 21042, until **3 PM November 12, 2021.**

RFP documents may be obtained on Friday, October 15, 2021 at the Howard County Department of Education, Purchasing Office website <https://purchasing.hcpss.org/business-opportunities>. 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.

Submittals shall be submitted electronically via email in their entirety (all pages) in PDF format no later November 12, 2021 at 3:00 PM to BidsandProposals@hcpss.org. Bids that contain either more than one file, or files larger than 75MB, shall be inserted into an e-folder and compressed in a .zip file. To ensure delivery, if file size cumulatively exceeds 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.

A virtual pre-submission conference will be held on **October 27, 2021 at 3:00 p.m.** Howard County Public School System staff will explain the scope of work and answer questions that will assist in the preparation of submittals. Attendance is not mandatory; however, it is strongly encouraged. The information to attend is as follows:

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

[+1 301-960-8312](tel:+13019608312), 313608103# United States, Silver Spring

Phone Conference ID: 313 608 103#

[Find a local number](#) | [Reset PIN](#)

All questions should be directed, in writing, no later than 12:00 P.M., Friday, October 29, 2021 to the contact below. 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, appearing to read "D Pindell", is written over a light gray rectangular background.

Douglas Pindell
Director of Purchasing

REQUEST FOR PROPOSALS
FOR
PROFESSIONAL CONSULTANT SERVICES

RFP No. 007.22.B1

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

October 15, 2021

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PART I GENERAL INFORMATION

1.1 Purpose

The Howard County Public School System (HCPSS) issued this Request for Proposals (RFP) to solicit submittals from qualified, professional independent consultants to facilitate school boundary review as assigned to Office of School Planning of the Howard County Public School System as specified in the attached Request in accordance with the instructions and subject to the requirements hereinafter set forth.

1.2 Background

The School System operates 77 schools (42 elementary schools, 20 middle schools, 12 high schools, and three special schools), with additional office locations in a suburban area. Enrollment is approximately 57,000 PreK to Grade 12 students. For more information on the Howard County Public School System, please visit <http://www.hcpss.org/aboutus>

Respondents to this solicitation are encouraged to review the data contained in HCPSS' website for a better understanding of HCPSS, its organization and management, and the services it provides.

HCPSS presently uses in-house enrollment projections, GIS layers, capacity analysis and facility information system.

1.3 Obligations of HCPSS

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

1.4 Respondent Obligations

Qualified consultants are invited to submit responses in accordance with this RFP. Submittals must address all specifications. The Consultant 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.

Submittals must identify any subcontractors, and outline the contractual relationship between Consultant and each joint respondent or subcontractor. An individual with authority to bind each proposed subcontractor or joint respondent must sign a statement to the effect that the subcontractor or joint respondent has read and agrees to abide by Consultant's obligations under the Contract. The Consultant's submittals must include originals of these statements.

Consultant will be the sole point of contract responsibility. HCPSS will look solely to Consultant for performance of the contract. Consultant will indemnify and hold harmless HCPSS from any claim asserted by or against Consultant, Consultant's subcontractors or joint respondents.

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

1.5 Schedule of Events

HCPSS currently anticipate that the selection of a consultant and execution of the Contract will proceed according to the following schedule:

October 15, 2021	Issuance of RFP
November 12, 2021	Deadline for Submission of responses (See invitation letter for specific date and time) <u>Late submittals will not be considered.</u>
December 2021	Contract Execution (or as soon thereafter as practical)

The above dates are subject to change.

1.6 Contact

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

1.7 Respondent Understanding of RFP

By submitting a signed submittal, a respondent represents that it fully understands this RFP and will abide by its terms and conditions, including those appearing as 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 Consultant prior to or during the pre-submittal conference. Unauthorized exceptions, amendments, or deviations in the response may result in disqualification of the submittal.

1.8 Deadline for Submission of Responses

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

1.9 Right to Amend, Modify or Withdraw RFP

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

1.10 Issuing Office

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

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

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

1.11 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 costs 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.

1.12 Written Questions and Official Responses

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

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

1.13 Time

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

HCPSS' regular office hours are 8:30 a.m. to 4:30 p.m., Monday through Friday, except for holidays. Building Services regular office hours are 6:30 a.m. to 4:00 p.m.

1.14 Copies

Respondents must submit one (1) electronic signed original.

1.15 Contract Period

1. This contract shall begin upon award by the Board of Education. The initial term of this agreement is for one (1) year beginning anticipated to begin on December 2021. HCPSS reserves the right to renew the contract for one (1) additional period pending available funding.
2. Any contract awarded pursuant to this Request for Proposal shall be conditioned upon successful performance of the contractor and annual appropriation made by the Board of Education of Howard County of funds sufficient to pay compensation due the successful Offeror under the contract after the initial fiscal year. The contract shall provide that if such an appropriation is not made in any fiscal year, and the Board lacks funds from other sources to pay the compensation due under the contract, the Board shall be entitled, at the beginning of or during such fiscal year, to terminate the contract.
3. If the contract should not be renewed or no additional renewal periods issued, any previously assigned work will be completed under the existing contract terms.

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. Respondent Information
- e. Submittal Information
- e. Cost Proposal (See Appendix D)
- f. Affidavit (See Appendix E)

2.3 Transmittal Letter

Respondents must submit with their submittals a transmittal letter that identifies the entity submitting the submittal, all principals, and includes a commitment by that entity to provide the services required by HCPSS. The transmittal letter must state that the submittal is valid for **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 respondent to the representations in the response. In the case of a joint submittal, each party must sign the transmittal letter. Respondent also must indicate, in its transmittal letter, why it believes it is the most qualified respondent to provide the requisite services.

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

2.4 Executive Summary

Respondents must provide an executive summary of their submittals and represent that respondents' submittals address all of the requirements of this RFP. The executive summary must not exceed three pages, and must represent a full and concise summary of the contents of the submittal. The executive summary must not include any information concerning the cost of the submittal. Respondents must identify any services that are provided beyond those specifically requested. If respondent is providing services that

do not meet the specific requirements of this RFP, but in the opinion of respondent are equivalent or superior to those specifically requested, any such differences must be noted in the executive summary. However, failure to provide the services specifically required may result in disqualification of the submittal.

2.5 Table of Contents

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

2.6 Respondent Identifying Information

Each respondent must provide the following identifying information:

- a. name and address of business entity submitting the submittal;
- b. all principals;
- c. type of business entity (i.e., corporation, partnership);
- d. state of incorporation or organization and principal place of business;
- e. name and location of major offices and other facilities that relate to respondent's performance under this RFP;
- f. name, address, business and home telephone number, and fax number of respondent's principal contact person regarding the Contract;
- g. respondent's Federal Employer Identification Number;
- h. full name and address for each member, partner, and employee of respondent (and any subcontractors) who will perform services on this project; and
- i. statement regarding the financial stability of respondent (see 3.3), including the ability of respondent to perform the requisite services and additional services included in its response.

2.6.1 Subcontractor Information

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

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

2.6.2 Minority Business 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 respondent must disclose any existing or potential conflict of interest relative to the performance under the Contract. Examples of potential conflicts may include an existing business or personal relationship

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

Each respondent must reveal any past or existing relationship between respondent, its principal, employees, or any affiliate or subcontractor, with any state agency, entity, state employee, or other person in any way involved in the state's procurement and/or contracting processes. HCPSS reserves the right, in its sole discretion, to determine if such relationship constitutes a conflict of interest.

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

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

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

2.7 Submittal Requirements

Please refer to Part III, below.

2.8 Cost Proposal

Please refer to Section 4.2 and Appendix D, below.

2.9 Scope of Work

The selected firm will provide leadership in coordination, engagement, analysis for the 2022 boundary review process, with support and coordination from staff.

Project Orientation and Data Collection:

- Review and understand criteria used as planning parameters for attendance area adjustments per Board of Education (Board) Policy 6010 (e.g., capacity utilization, small feeds, neighborhood continuity, etc.)
- Discuss details of project tasks and scope of boundary review
- Communicate with HCPSS leadership regarding goals and priorities for the process
- Discuss roles, functions, and responsibilities for HCPSS and consultant staff
- Prepare for compliance with HCPSS Data Privacy and data suppression requirements.
- Identify needed data from HCPSS including but not limited to polygon boundaries [planning units], school attendance boundaries, school locations, feeders, capacities, projections and demographic data
- Plan to obtain required data from HCPSS offices and other sources
- Establish secure data transfer and ongoing data security protocols
- Identify roles of consultant and HCPSS staff related to data collection, maintenance, and management

- Must have ability to use HCPSS planning units
- Must maintain compatibility with ESRI platform
- Final data deliverables should be clean, in prescribed file formats, and accompanied by documentation

Task 1: Board of Education Boundary Review Process

- Attend Board work sessions
 - Facilitate goal and strategy discussions
 - Collect and evaluate scenarios and requested alternatives from the Board
 - Present results of scenario testing to Board
 - Respond to questions
 - Ability to model changes to boundary plans and provide basic analysis at work sessions
 - Facilitate development of and reporting on the final Board boundary adjustment plan for SY 2023-2024
- Attend public hearings as needed
 - Receive and analyze community feedback and submitted boundary scenarios
 - Support the Board with public engagement during its deliberation process

Task 2: Coordinate Community Engagement and Stakeholder Feedback

- Coordinate with Offices of School Planning (OSP) and Public Information to develop communication plan to inform residents of process and how to remain involved
- Support connections with diverse audiences
- Engage HCPSS students to provide input to the Superintendent's recommendation
- Conduct stakeholder meetings for in-person input regarding existing plans and priorities to support development of the Superintendent's recommendation
- Report results from all engagement, and findings, to Superintendent/Designee
- Conduct community information and goal/prioritization meetings
- Data-driven reporting on community-suggested scenarios
- Develop and implement strategies to solicit input from underrepresented communities
- Solicit community engagement using written, in-person, virtual, and spatially-enabled methods

Task 3: Coordinate Superintendent Recommendation

- Present findings and accompanying data from community engagement and Attendance Area Committee (AAC) to Superintendent/Designee and Board
- Translate findings into opportunities to develop alternative scenarios
- Receive feedback from Superintendent/Designee
- Advise Superintendent in preparation of recommendation to Board, prepare accompanying data and reports
- Attend Board meeting(s) to present the Superintendent recommendation and/or provide support during the presentation

Task 4: Facilitate Attendance Area Committee (AAC)

- Create agendas
- Facilitate AAC meetings to:
 - Orient AAC to goals, process, Policy 6010 – School Attendance Areas, group norms, code of conduct and role
 - Engage all AAC participants in multi-faceted planning exercises

- Conduct a comprehensive review of boundary study criteria from the Feasibility Study
- Develop group consensus
- Develop advisory report for Superintendent from AAC consensus

Task 5: Provide Impartial Analysis of School Boundary Alternatives

- Generate boundary scenarios based on direction from staff, Superintendent or Board
- Create required and extemporaneous paper and digital reports/maps
- Make scenario data available for public use while adhering to HCPSS Data Privacy policy
- Evaluate plan options to compare scenarios against policy criteria
- Solicit and analyze plan ideas from the community using online mapping or similar tools.
- Provide raw GIS (ESRI compatibility) and tabular data to OSP at agreed-upon intervals to ensure concurrence and consistency

Task 6: Projection Consultation/Data Validation

- Review data provided by OSP for consistency and accuracy
- Provide guidance to OSP in development of enrollment projections considering short- and long-term enrollment impacts of the Covid-19 Pandemic

Expected Project Timeline:

1. Project Orientation & Projection Consultation: December 2021 – February 2022
2. Data collection & Validation: February – April 2022
3. Community input for Feasibility Study: March – April 2022
4. Staff Feasibility Study: April – June 2022
5. Attendance Area Committee: June – July 2022
6. Community Engagement for Superintendent Recommendation.: June – July 2022
7. Superintendent Recommendation: July – September 2022
8. Board of Education Hearings and Work Sessions: September – November 2022
9. Boundaries adopted: November 24, 2022
10. Final reports and data delivered: December 3, 2022

PART III

SUBMITTAL REQUIREMENTS

3.1 Technical Issues

The consultant 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. Qualifications of the Firm and Individuals

1. Established school planning firm with experience in leading school boundary review projects. Expertise in community engagement strategies, impartial analysis and reporting, committee facilitation, and support of the Board of Education review and approval process is required. Additional expertise in student enrollment projections is desired.
2. Ability to attend meetings in Ellicott City, Maryland and otherwise coordinate online using online meeting software, FTP, email, phone.
3. Familiar, by past experience, with state and local government practices, procedures, laws, and regulations.
4. Methodologies in accordance with state-of-the-art practices; and accredited, certified, and/or are in accordance with industry standards.
5. Licensed to do business in the state of Maryland.

B. Additional Qualifications

Clearly identify the following:

1. How long in business under current name.
2. Resume of business principals, including certifications and related experience.
3. Resume of lead person(s) for this project, to include related experience.
4. Manpower breakdown - number of personnel by specialty, number of office workers, number of field supervisors, number of field workers.
5. References for similar projects of similar size completed, to include contact person's name and telephone number.
6. Sample of plans (1), reports (1) or other related documents.
7. Statement of principals' ownership or investment in other corporations, partnership, or businesses of any nature - state name of business, nature of business, principals' involved, and nature of involvement.
8. Statement as to business and/or principals' involvement in any legal action pending or resolved regarding failure to perform in the state of Maryland during the previous three years, furnish details and outcome.
9. Statement of ability to comply with the insurance requirements identified under **Appendix C**.
10. Statement of compliance and agreement with the Data Sharing Agreement, **Attachment F**.
11. Statement of "Good Standing" with the Maryland Treasury Office.

Submittals must document qualifications and experience related to the following topics as they apply to completion of tasks outlined in section 2.9 Scope of Work:

1. Typical school planning processes as related to operations and facility planning
2. School Boundary Review and Scenario testing

3. Community Engagement focusing on strategies to provide equitable opportunities for access and input in school planning projects
4. Facilitation of advisory committees and elected body deliberations
5. Data management, analysis, and reporting in school boundary review processes
6. Utilization of spatial data and techniques for analysis and communication of plans
7. Performance of duties in high-profile, contentious situations
8. Expertise with enrollment projections and student demographics

C. Management Team and Approach

1. Identify key personnel with applicable responsibilities and project team compositions and their place in the firm's organizational structure.
2. Identify the systems and approaches utilized by the firm.
3. The length of time the team has worked together.

E. Cost/Fee Structure

1. Outline methods or philosophy that will be utilized to control project costs. This should include specific cost control methods, automation techniques, and the expected use of professional vs. nonprofessional personnel.
2. Consultants shall submit a fee structure utilizing the Form for Cost Proposal – **Appendix D**

F. Affidavit (Appendix E).

3.2. Computer Capabilities

Firm assumes responsibility to provide all needed technology to complete scope of work.

3.3. Financial Information

Every consultant or joint venture will be required to submit a financial statement, and other financial data requested or required, within 48 hours of the request.

A. Financial Statement

One copy of said statement is sufficient. 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 \$25,000 of services. However, the school system reserves the right to solicit this information at any time, if said information is deemed relevant.

B. Insurance Requirements (Appendix C)

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

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 D 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 D that is intended to be a substitute for Appendix D, 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 to perform under this project. All such costs will be at the expense of Consultant.

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 whose submittal best meets HCPSS/ requirements and needs at the time of the award.

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.

Submittals shall be evaluated by an Evaluation and Selection Committee that may request additional technical assistance from any source. The Committee shall first review each submittal for compliance with requirements of the Request for Proposal. The Committee may recommend that the HCPSS/ waive minor irregularities in order to assure quality of service in the remaining areas and if it determines that the decision is in the best interests of HCPSS.

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

Qualifications of the Firm	20
Qualifications of the Individuals Proposed	20
Analytic Approach and Work plan	30
Cost	30

HCPSS reserves the right to make an award with or without negotiations or to request best and final offers or to make an award without further review. Qualified agencies may be requested to provide an oral presentation to the Selection Committee.

PART V
PAYMENTS

5.1 Payments

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

APPENDIX A TERMS AND CONDITIONS

A. CONTRACT AWARD

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

B. WAIVER OF RIGHT TO BID ON OTHER CONTRACTS

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

C. INITIATION OF WORK

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

D. RESPONSIBILITY FOR CLAIMS AND LIABILITY

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

E. BILLING AND PAYMENT

The Contractor shall submit invoices to the Howard County Department of Education, (Name of Department), 10910 Clarksville Pike, Ellicott City, MD 21042, Attn: (Name of Contact), at the completion of each job. Invoices must contain the following information:

- a. Purchase Order Number, if applicable
- b. Name of school
- c. Description of work along with quantities
- d. Start date and completion date
- e. Itemized breakdown of project fees to include labor and materials.
- f. Total due

F. INSURANCE

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

G. SUBCONTRACTING OR ASSIGNMENT

The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and their respective successors and assigns, provided any such General Provisions for Professional Services successor to the consultant, whether such successor or assign be an individual, a partnership, or a corporation, is acceptable to HCPSS and

neither this agreement or the services to be performed thereunder shall be subcontracted, or assigned, or otherwise disposed of, either in whole or in part, except with the prior written consent of HCPSS.

H. CHANGES ALTERATIONS, OR MODIFICATIONS IN THE SERVICES

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

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

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

I. DELAYS AND EXTENSIONS OF TIME

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

J. REMEDIES AND TERMINATION

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

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

4. ***Termination for Convenience of HCPSS*** - HCPSS may terminate all or any part of the work required under this contract for the convenience of HCPSS. In the event of such termination, the contract manager

shall determine the costs the Consultant has incurred to the date of termination and such reasonable costs associated with the termination. HCPSS shall pay such costs as determined by the contract manager to the Consultant together with reasonable profit reasonably earned by the Consultant to the time of termination but not to include any profit not earned as of the date of termination.

5. Obligations of Consultant upon Termination - Upon notice of termination as provided in Paragraphs C and D above, the consultant shall:

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 Consultant 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 Consultant which has been or will be reimbursed under this agreement after taking into account any damages that may be payable to HCPSS. Title to such items shall be transferred to HCPSS.
4. 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.

K. RESPONSIBILITY OF CONSULTANT

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

L. DISPUTES; GOVERNING LAW

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

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

M. EXAMINATION OF RECORDS

The Consultant agrees that the auditor of HCPSS or any of their duly authorized representatives shall, have four (4) years after the final renewal expiration date under this contract, have access to and the right to examine any

directly pertinent books, documents, papers, and records of the Consultant involving transactions related to this contract.

N. DISSEMINATION OF INFORMATION

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

O. CONTINGENT FEE PROHIBITION

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

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

P. MULTI-YEAR CONTRACTS CONTINGENT UPON APPROPRIATIONS

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

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

Q. COMPLIANCE WITH LAW

The consultant hereby represents and warrants:

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

R. STAFF

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

S. OWNERSHIP AND USE OF PROGRAM MATERIALS

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

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

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

U. OPTIONAL USE OF CONTRACT

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

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

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

V. SEX OFFENDER NOTIFICATION

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

As a contractor working for Howard County Public School System (HCPSS), we require that you do not employ Registered Sex Offenders to work on projects for our school system if they, as a result, are required to perform delivery, installation, repair, construction or any other kind of services **on HCPSS property**. Further, Maryland Law that became effective June 22, 2006, requires that any person who enters a contract with a county board of

education or a non-public school "may not knowingly employ an individual to work at a school" if the individual is a registered sex offender; See §11-722 Criminal Procurement Article. An employer who violates this requirement is guilty of a misdemeanor and if convicted may be subject to up to five years imprisonment and/or a \$5,000 fine.

Each contractor shall screen their work-forces to ensure that a Registered Sex Offender does not perform work at a county public school and also ensure that a subcontractor and independent contractor conducts screening of its personnel who may work at a school. The term "work force" is intended to refer to all of the contractor's direct employees and subcontractors and/or independent contractors it uses to perform the work. Violations of this provision may cause HCPSS to take action against the contractor up to and including termination of the contract. Effective July 1, 2015, amendments to § 6-113 of the Education Article of the Maryland Code further require that a contractor or subcontractor for a local school system may not knowingly assign an employee to work on school property with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of, or pled guilty or nolo contendere to, a crime involving a sexual offense, child sexual abuse and crimes of violence. The Contractor shall submit to HCPSS a listing of any employees assigned to perform under this agreement and certify that the necessary criminal history records checks have been conducted and that employee complies with the requirements.

W. CRIMINAL HISTORY BACKGROUND CHECKS

All employees, agents, or representatives of the awarded Contractor who will be performing work on any phase of the contract arising out of this Bid may be subject to a criminal history background check by the school system. Such persons, if requested by the school system, must provide fingerprints and other required information to facilitate such a check, as well as the necessary fees to obtain such a check from the federal or state government. At the completion of a background check, the school system may, at its sole discretion, decide that a particular employee, agent, or representative of the Contractor be barred from school system property.

X. ETHICS REGULATIONS

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

Y. DEBARMENT STATUS

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

Z. ASSIGNMENTS

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

AA. SUBCONTRACTORS

In the event that some or all of the professional services under this agreement are assigned to one or more subcontractors with the permission of the HCPSS, the contractor must advise the HCPSS Contract Administrator of the current names and addresses of all subcontractors and shall verify that all subcontractors adhere to all

requirements and responsibilities under this contract including, but not limited to, professional licensure and insurance requirements. Contractors and its subcontractors shall remain jointly and severally liable to the Board for any breaches, act, or omissions committed by a subcontractor. Nothing contained in these contract documents shall create any contractual relation between any subcontractor and the Howard County Public School System.

BB. TOBACCO FREE AND ALCOHOL/DRUG FREE ENVIRONMENT

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

CC. RIGHT TO ASSIGN WORK

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

DD. INDEMNIFICATION

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

EE. PERMITS, CODES AND LAWS

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

FF. RIGHT TO STOP WORK

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

GG. LICENSES AND QUALIFICATIONS

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

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

HH. NON-DISCRIMINATION IN EMPLOYMENT

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

II. BINDING AGREEMENT

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

JJ. INDEPENDENT CONTRACTS

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

KK. PRICE ADJUSTMENTS

The Howard County Public School System will only consider adjustments on labor rates based only upon federal minimum wage increases and decreases in the Consumer Price Index (CPI-W), Baltimore Region, as published by the Bureau of Labor Standards. Requested increases above a 10% cap will not be considered. In order to receive consideration for a price increase, the Contractor must submit to The Howard County Public School System, sixty (60) days prior to the contract expiration date, a statement of any change in the hourly rate wage actually to be paid to its employees during the renewal term. Adjustments will be calculated by comparing the current index with the previous year's index so as to determine the change in index points. The point change will then be divided by the price index to obtain the percentage of change. The percentage of change will then be multiplied by .75 to obtain the adjustment to be applied to the current prices.

The Howard County Public School System will also consider adjustments based on fees outside of the control of the Contractor, such as manufacturer price increases. However, such increases will be a "pass through" to the Howard County Public School System with no mark up allowed. For such changes to be considered by the Howard County Public School System, documentation from the manufacturer (or any other applicable party) assessing a cost increase must accompany a written request from the Contractor.

The Howard County Public School System will then review the request and advise the Contractor of approval or disapproval of the price change request. Price increase requests will not be considered if not accompanied with the proper information.

LL. CONTRACTOR PERFORMANCE/EVALUATION SCORECARD

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

The evaluation scorecard shall include the following performance indicators; Quality of Work, Responsiveness, Professionalism, Resources, Schedule Management, Quality Control, Deficiency Resolution, Submittal

Management, Training, Appearance, Security, Safety, Utility Conservation, Disruptions, Quality of Materials, Emergency Response, Hazardous Materials, Innovation, Teamwork, Cost Management, Billing, Compliance. A contractor shall have up to 3 weeks after notification to appeal, challenge or otherwise dispute the scorecard results. After the 3-week period, the scorecard shall be considered final and accepted by the contractor. A contractor receiving a 70% or less overall evaluation scorecard rating for a project/service may be disqualified for bidding on any future project/service with the HCPSS for a period of three (3) years and/or for the remaining contract term including renewal options.

APPENDIX B
STANDARD CONTRACT

AGREEMENT FOR PROFESSIONAL SERVICES

AGREEMENT # 007.22.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

_____, (hereinafter referred to as the "Contractor").

RECITALS

WHEREAS, the Contractor submitted a proposal to RFP #007.22.B1 issued by the Board and has been selected to provide the software and 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. 007.22.B1, and _____proposal dated ____ 2021.

ARTICLE II - TERMS AND CONDITIONS

Contractor agrees to perform the work and services required under this Agreement in accordance with RFP #007.22.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) year. The contract will have the ability to renew for one (1) additional year. 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.

ARTICLE VI – STUDENT DATA SHARING AGREEMENT

The Student Data Sharing Agreement shall be herein incorporated by reference.

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

BOARD OF EDUCATION OF HOWARD COUNTY

Signature: _____ Date _____
Chao Wu, Ph.D., Chair
Board of Education of Howard County

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

Firms Signature: _____ Date _____
Authorized Person at Firm

Print Name

Typed Title

Company Name

Address

City, State Zip

Telephone Fax

WITNESS: By: _____ Date _____
Signature

Print Name

APPENDIX C

General Insurance Requirements

1.1 - The Consultant shall not commence any operations or services on behalf of the Board of Education of Howard County (the "Board") under this Contract until the Consultant has obtained at the Consultant'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 Consultant 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.

1.2 - Insurance as required hereunder shall be in force throughout the term of the Contract. 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.

1.3 - The Consultant shall require all Subcontractors to maintain during the term of the Contract insurance to the same extent required of the Consultant herein unless any such requirement is expressly waived or amended by the Board in writing. The Consultant shall furnish Subcontractors' certificates of insurance to the Board immediately upon request.

1.4 - 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 thirty (30) days prior written notice has been given to the Board

1.5 - No acceptance and/or approval of any insurance by the Board shall be construed as relieving or excusing the Consultant from any liability or obligation imposed upon the Consultant by the provisions of this Contract.

1.6 - If the Consultant does not meet the insurance requirements of this Contract, the Consultant 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 Consultant must comply with the insurance requirements as specified in this Contract.

1.7 - 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 the Board grants specific approval for an exception.

1.8 - Any deductibles or retentions in excess of \$10,000 shall be disclosed by the Consultant, and are subject to the Board's written approval. Any deductible or retention amounts elected by the Consultant or imposed by the Consultant's insurer(s) shall be the sole responsibility of the Consultant.

1.9 - If the Board is damaged by the failure or neglect of the Consultant to purchase and maintain insurance as described and required herein, without so notifying the Board, then the Consultant shall bear all reasonable costs properly attributable thereto.

2 - Consultant's Insurance

2.1 - The Consultant shall purchase and maintain the following insurance coverages at not less than the limits specified below or required by law, whichever is greater:

2.1.1 - 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; and
- iii. Contractual liability including protection for the Consultant from bodily injury and property damage claims arising out of liability assumed under this Contract.

2.1.2 - 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, then hired and non-owned autos only); and
- ii. Automobile contractual liability.

2.1.3 - If the Consultant has any employees, 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.

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

2.1.5 - Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:

\$ 1,000,000	per occurrence;
\$ 1,000,000	aggregate for other than products/completed operations and auto liability;
	and
\$ 1,000,000	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. Employers liability.

2.1.6 - Professional liability (or errors or omissions liability) insurance or its equivalent with minimum limits of:

\$	1,000,000	each claim or wrongful act; and
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\$ 2,000,000 annual aggregate.

2.2 - The Board of Education of Howard County and its elected and appointed officials, officers, employees and authorized volunteers shall be named as additional insureds on the Consultant's commercial general liability insurance with respect to liability arising out of the services provided under this Contract by Consultant.

2.3 - Insurance or self-insurance provided to the Board and its elected and appointed officials, officers, employees and authorized volunteers under any Consultant's liability insurance or self-insurance required herein 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 Consultant's liability insurance policies required herein.)

2.4 - Insurance or self-insurance provided to the Board and its elected and appointed officials, officers, employees and authorized volunteers 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, employees and authorized volunteers shall be excess of and non-contributory with insurance or self-insurance provided to the Board and its elected and appointed officials, officers, employees and authorized volunteers as specified herein.

2.5 - If any liability insurance purchased by the Consultant has been issued on a "claims made" basis, the Consultant must comply with the following additional conditions:

2.5.1 - The Consultant shall agree to provide certificates of insurance evidencing such claims made coverages for a period of one year after final payment by the Board for Consultant's services under this Contract. Such certificates shall evidence a retroactive date no later than the earlier of the date of this Contract or the commencement of Consultant's services under this Contract; or

2.5.2 - The Consultant shall purchase an extended (minimum one year) reporting period endorsement for each such "claims made" policy in force as of the date of final payment by the Board for Consultant's services under this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself. Such certificate or copy of the endorsement shall evidence a retroactive date no later than the earlier of the date of this Contract or the commencement of Consultant's services under this Contract.

Indemnification

To the fullest extent permitted by law, Consultant 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, losses, damages, expenses, including reasonable attorneys' fees and all other costs connected therewith, cause of action or liability arising out of or connected to the services provided by Consultant under this Contract, provided that any such claim, loss, damage, expense, cause of action or liability is caused in whole or in part by any negligent act or omission of the Consultant or any of the Consultant's employees, agents, officials or volunteers or anyone for whose acts the Consultant may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. This obligation to indemnify, defend and hold Board of Education of Howard County, its elected and appointed officials, agents, employees, and authorized volunteers harmless shall survive the termination of this Agreement.

Waiver of Subrogation

To the fullest extent permitted by law, the Consultant 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 Consultant under this Contract. 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, consultants, agents and employees. The Consultant shall advise its insurers of the foregoing.

**Acknowledgment of Consultant's Independent Contractor Status and
No Coverage for Consultant under Board's Workers Compensation Coverage**

Consultant 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 Consultant or its employees during the Consultant's performance of services for the Board.

Damage to Property of the Consultant and its Invitees

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

APPENDIX D

FORM FOR COST PROPOSAL

I. FEE STRUCTURE

Task 1 BOE Boundary Review Process \$ _____ lump sum

Work Classification

Hourly Rate*

Principal \$ _____

Project Manager \$ _____

Senior Planner \$ _____

Planner \$ _____

Developer\$ _____

GIS Technician \$ _____

Communications/Outreach Specialist \$ _____

Administrative Support \$ _____

Other (Specify): _____ \$ _____

(Attach additional sheets if necessary)

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

Task 2 Community Engagement \$ _____ lump sum

Work Classification

Hourly Rate*

Principal \$ _____

Project Manager \$ _____

Senior Planner \$ _____

Planner \$ _____

Developer\$ _____

GIS Technician \$ _____

Communications/Outreach Specialist \$ _____

Administrative Support \$ _____

Other (Specify): _____ \$ _____

(Attach additional sheets if necessary)

Task 3 Superintendent Recommendation \$ _____ lump sum

Work Classification

Hourly Rate*

Principal	\$ _____
Project Manager	\$ _____
Senior Planner	\$ _____
Planner	\$ _____
Developer\$ _____	
GIS Technician	\$ _____
Communications/Outreach Specialist	\$ _____
Administrative Support	\$ _____
Other (Specify): _____	\$ _____

(Attach additional sheets if necessary)

Task 4 Coordinate AAC

\$ _____ lump sum

Work Classification

Hourly Rate*

Principal	\$ _____
Project Manager	\$ _____
Senior Planner	\$ _____
Planner	\$ _____
Developer\$ _____	
GIS Technician	\$ _____
Communications/Outreach Specialist	\$ _____
Administrative Support	\$ _____
Other (Specify): _____	\$ _____

(Attach additional sheets if necessary)

Task 5 Boundary Scenario Analysis

\$ _____ lump sum

Work Classification

Hourly Rate*

Principal	\$ _____
Project Manager	\$ _____
Senior Planner	\$ _____

Planner	\$ _____
Developer\$ _____	
GIS Technician	\$ _____
Communications/Outreach Specialist	\$ _____
Administrative Support	\$ _____
Other (Specify): _____	\$ _____

(Attach additional sheets if necessary)

Task 6 Enrollment Projection Consultation & Impartial Data Validation

\$ _____ lump sum

Work Classification

Hourly Rate*

Principal	\$ _____
Project Manager	\$ _____
Senior Planner	\$ _____
Planner	\$ _____
Developer\$ _____	
GIS Technician	\$ _____
Communications/Outreach Specialist	\$ _____
Administrative Support	\$ _____
Other (Specify): _____	\$ _____

(Attach additional sheets if necessary)

APPENDIX E

**AFFIDAVIT
BID #007.22.B1**

Date: _____

Bidder: _____

ADDENDA

Receipt of the following Addenda is acknowledged:

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

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

AFFIDAVIT

Special Instructions: An authorized representative of the bidder shall complete the following affidavit in accordance with these bid documents and insert an answer to paragraphs 1 and 3.

Statutory Affidavit and Non-Collusion Certification

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

1. **I am the _____ (officer) and duly authorized representative of the organization named _____ whose address is _____ and that I possess the authority to make this affidavit and certification on behalf of myself and the firm for which I am acting.**
2. Except as described in Paragraph #3 below, neither I, nor to the best of my knowledge, the above firm, nor any of its officers, directors, or partners, or any of its employees who are directly involved in obtaining or performing contracts with any public bodies has:
 - (a.) Been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state of the federal government;
 - (b.) Been convicted under the laws of the state, another state, or the United States of: a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
 - (c.) Been convicted of a criminal violation of an antitrust statute of the State of Maryland, another state, or the United States;
 - (d.) Been convicted of a violation of the Racketeer Influenced and Corrupt Organization Act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract;
 - (e.) Been convicted of any felony offenses connected with obtaining, holding, or maintaining a minority business enterprise certification, as prohibited by Section 14-308 of the State Finance and Procurement Article;

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

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

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

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

(you may attach an explanation as necessary)

4. I affirm that this firm will not knowingly enter into a contract with a public body under which a person or business debarred or suspended under Maryland State Finance and Procurement Title 16, subtitle 3, Annotated Code of Maryland, as amended, will provide, directly or indirectly, supplies, services, architectural services, construction-related services, leases of real property, or construction.
5. I affirm that this proposal or bid to the Board of Education of Howard County Maryland is genuine and not collusive or a sham; that said bidder has not colluded, conspired, connived and agreed, directly or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding and is not in any manner, directly or indirectly, sought by agreement of collusion or communication or conference, with any person to fix the bid prices of the affidavit or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that if any bidder, or to secure an advantage against the Board of Education of Howard County Maryland or any other person interested in the proposed contract; and that all statements in the proposal or bid are true. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the Board of Education of Howard County Maryland may terminate any contract awarded and take any other appropriate action.
6. I affirm that this firm will not knowingly employ an individual to work at a school if the individual is a Registered Sexual Offender, pursuant to section 11-722 (C) of the Criminal Procedure Article of the Annotate Code of Maryland. A firm or person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding 5 years or a fine not exceeding \$5,000 or both.

CONFLICT OF INTEREST – FINANCIAL DISCLOSURE STATEMENT

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

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

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

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

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

3. No Board of Education member or school system employee, or their Qualified Relative, is negotiating or has any arrangement concerning prospective employment with the company or its holding company or a subsidiary.

DISCLOSURES:

Attach as necessary.

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

This is an agreement between _____ ("VENDOR", or "Company") and the Howard County Public School System ("HCPSS," "System," or "CLIENT") for 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: data provided under 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.

CLIENT:

By:

Signature

Printed Name

Title

Date

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

VENDOR:

By:

Signature

Printed Name

Title

Date

Vendor Name

Address

City, State

Zip Code

APPENDIX G

CONTRACTOR PERFORMANCE/EVALUATION SCORECARD

Name of Contractor: _____

Type of Service Provided: _____ **Dates of Service:** _____

Reviewed by: _____ **Department:** _____

Please take a moment to tell us about this contractor's performance. We will keep your individual responses confidential, but we will summarize all the information we obtain about each contractor and provide it to them.

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

A contractor receiving a 60% or less overall evaluation scorecard rating 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.

Satisfaction with the contractor's performance:

[illegible]

2. Responsiveness. The contractor's ability to adapt to changes and meet unusual needs.	1	2	3	4	5	6	7	8	9	10	N/A
------------------------------------------------------------------------------------------------	---	---	---	---	---	---	---	---	---	----	-----

3. Professionalism. The courtesy and standards of conduct maintained by the contractor and his or her employees.	1	2	3	4	5	6	7	8	9	10	N/A
-------------------------------------------------------------------------------------------------------------------------	---	---	---	---	---	---	---	---	---	----	-----

4. Resources. The contractor's ability to provide his or her employees with the resources needed to complete the job.	1	2	3	4	5	6	7	8	9	10	N/A
------------------------------------------------------------------------------------------------------------------------------	---	---	---	---	---	---	---	---	---	----	-----

5. Schedule Management. The contractor's ability to provide staff in the requested timeline and with the appropriate licensure.	1	2	3	4	5	6	7	8	9	10	N/A
----------------------------------------------------------------------------------------------------------------------------------------	---	---	---	---	---	---	---	---	---	----	-----

6. Quality Control. The contractor's ability to respond effectively to problems when presented with them.	1	2	3	4	5	6	7	8	9	10	N/A
------------------------------------------------------------------------------------------------------------------	---	---	---	---	---	---	---	---	---	----	-----

7. Deficiency Resolution. The contractor's ability to rapidly correct deficiencies in his or her employees work.	1	2	3	4	5	6	7	8	9	10	N/A
-------------------------------------------------------------------------------------------------------------------------	---	---	---	---	---	---	---	---	---	----	-----

8. Submittal Management. The contractor's ability to provide submittals in a timely and efficient manner.	1	2	3	4	5	6	7	8	9	10	N/A
------------------------------------------------------------------------------------------------------------------	---	---	---	---	---	---	---	---	---	----	-----

9. Training.	The contractor's ability to provide employees with professional development opportunities.	1	2	3	4	5	6	7	8	9	10	N/A
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- | | | | | | | | | | | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|---|---|---|---|---|---|---|----|-----|
| 10. Appearance. The contractor's ability to dress in an appropriate manner for working with students, staff, and families | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | N/A |
| 11. Security. The contractor's ability to safeguard your facilities and assets (technology, equipment, materials, etc). | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | N/A |
| 12. Safety. The contractor's ability to keep the workplace safe and comply with OSHA, 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.. Billing. 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. Compliance. The contractor complied with all rules, requests, regulations And requirements. This includes compliance with instructions Regarding interactions with students, staff and others. | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | N/A |

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

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.