



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

**Request for proposal (RFP)**  
**SUPPLIMENTAL STUDENT PHOTOGRAPHY SERVICES**

Solicitation Number: 046.23.B7  
Bid Issued Date: 12/9/22  
Pre-Proposal Conference: N/A  
Question Deadline: 12/19/22  
Proposal Due Date and Time: 1/6/23 by 12:00 p.m.

Return To: **Howard County Public School System**  
Office of Purchasing  
Attn: Stuart Feldman  
10910 Clarksville Pike  
Ellicott City, MD 21043

Anticipated Contract Start: 3/1/22

**NOTE: MINORITY & SMALL BUSINESS ENTERPRISES AND VETERAN-OWNED BUSINESSES ARE ENCOURAGED TO RESPOND TO THIS RFP.**

This proposal must be signed by an offeror authorized to make a binding commitment for the firm submitting the proposal. By submitting a proposal in response to this RFP, the offeror selected for award agrees that it shall comply with all federal, State, and local laws, and HCPSS policies and regulations applicable to its activities under the resulting contract. Any offeror 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](http://www.dat.maryland.gov)

Your signature on this page provides HCPSS your acknowledgment and acceptance of the terms and conditions contained in the Request for Proposals and will abide by all its terms and conditions. Unauthorized exceptions, amendments, or deviations in the response may result in disqualification of the submittal.

Offeror Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Federal ID or Social Security Number: \_\_\_\_\_ MDOT MBE Certification #: \_\_\_\_\_

MD Dept. of Assess. & Taxation #: \_\_\_\_\_ eMaryland Marketplace #: \_\_\_\_\_

DGS Small Business Certification # (if any): \_\_\_\_\_

Signature of Offeror: \_\_\_\_\_

Printed Name, Title, and Date: \_\_\_\_\_



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**NO BID REPLY FORM**

Sealed Proposals For: 046.23.B7 Supplemental Student Photography Services

Offeror: \_\_\_\_\_

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

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

- \_\_\_\_\_ 1. We do not wish to submit a proposal under the terms and conditions of the RFP document. Our objections are:  
\_\_\_\_\_  
\_\_\_\_\_
- \_\_\_\_\_ 2. We do not feel we can be competitive.
- \_\_\_\_\_ 3. We cannot submit a proposal because of the marketing or franchising policies of the manufacturing company.
- \_\_\_\_\_ 4. We do not wish to sell to The Howard County Public School System. Our objections are:  
\_\_\_\_\_
- \_\_\_\_\_ 5. We do not sell the item(s)/service(s) requested in the specific specifications.
- \_\_\_\_\_ 6. Other: \_\_\_\_\_  
\_\_\_\_\_

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## **Section I: GENERAL INFORMATION**

### **1.1 PURPOSE**

The Howard County Public School System (HCPSS) issued this Request for Proposal (RFP) to solicit submittals from qualified, professional vendors, to supply supplemental student photography services for the Howard County Public School System (HCPSS). The goal is to solicit for additional vendors to add to the current student photography services contract who will be able to provide the required services as needed.

### **1.2 BACKGROUND**

The Howard County Public School System (HCPSS) currently serves 58,000 students across 77 schools and is located between the metropolitan areas of Baltimore, MD and Washington, DC. While it is a suburban system in many respects, parts of the area are becoming more urbanized with an influx of students and families from the two major metropolitan areas (many of whom relocate to Howard County because of the outstanding reputation of the school system).

Respondents to this solicitation are encouraged to review the data contained in HCPSS' website for a better understanding of HCPSS, its organization and management, and the services it provides. The website includes a summary of the approved Operating Budgets. This website may be accessed at <http://www.hcpss.org/>.

### **1.3 GENERAL**

The Howard County Board of Education, hereinafter referred to as the Howard County Public School System or HCPSS, is soliciting competitive sealed proposals to contract with a company to obtain a Contract Management System for use throughout HCPSS as more fully described herein. Services shall be performed in accordance with the specifications, terms, general conditions, and attachments. **If further information is required, contact the Buyer Stuart Feldman at [stuart\\_feldman@hcpss.org](mailto:stuart_feldman@hcpss.org).** *The buyer is the only person authorized to answer questions regarding this RFP. Offerors should not rely on information obtained from any source other than the named buyer. Offerors are responsible for monitoring the HCPSS Purchasing website for any amendments to the RFP. Failure of any offeror to receive any such Addenda or interpretation may not relieve such offeror from obligation under his/her proposal as submitted.*

HCPSS intends to award a one-year contract with five (5), one-year options to multiple vendors.

Offerors are responsible for reviewing and understanding this solicitation. To that end, prospective offerors may submit questions to the HCPSS Buyer named above.

- Questions must be in writing and submitted via email.
- Questions must be received in the Office of Purchasing by **12/19/23, at 1:00 p.m. EST**
- Questions received after this date will be answered only if time permits.
- The Buyer will distribute a written summary of responses to timely-received questions to all prospective bidders known to have received a copy of this RFP.
- Oral communications are not binding.

Under no circumstances are offerors, 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. **Offerors failing to comply with this requirement may be disqualified.**

#### **1.4 PRE-PROPOSAL CONFERENCE**

There will be no pre-proposal conference.

#### **1.5 NO OBLIGATION**

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

#### **1.6 RESPONDENT OBLIGATIONS**

Subcontractors will not be accepted for this solicitation.

Offeror will be the sole point of contract responsibility. HCPSS will look solely to Offeror for performance of the contract.

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

#### **1.7 PROPOSAL INSTRUCTIONS**

**Proposals must be submitted electronically.** Electronic proposal submissions in PDF format must be submitted via email to [BidsandProposals@hcpss.org](mailto:BidsandProposals@hcpss.org). The time of the HCPSS email system receipt is the time the electronic submittal is RECEIVED by the Howard County Public School System – NOT the time you send the email. HCPSS is not responsible for technical failures that result in a late submission. Proposals 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 offerors submit separate emails labeled No.1, No.2, etc.

**Email subject lines, Folder names and File names shall include: “Bid Number, 044.23.B7 and Company Name”.** In the body of the email please include Bidder’s contact person’s email and cell phone number for contacting purposes if/when necessary.

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.

#### **1.8 RIGHT TO AMEND, MODIFY OR WITHDRAW RFP**

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

#### **1.9 REJECTION/CANCELLATION OF RFP**

This solicitation is subject to cancellation when determined by the Director of Procurement and Materials Management to be in the best interest of HCPSS. Additionally, to ensure fair competition and to permit a determination of the lowest responsive proposal from a responsible offeror, HCPSS may reject proposals that include omissions, alterations of form, or that are conditional or irregular in any respect, or reject non-responsible offerors that show a risk of default.

#### **1.10 PRICE GUARANTEE**

The Offeror warrants that the proposal shall be effective for a period of not less than 120 days from the date proposals are due. NOTE: For the successful offeror, prices shall remain firm over the duration of the contract.

#### **1.11 EXCEPTIONS**

If an offeror takes any exceptions to the terms and conditions of the RFP, an offeror shall notify HCPSS in writing not later than ten calendar days (Saturdays and Sundays included) before proposals are due.

Failure to take exceptions within the timelines indicated shall be construed by HCPSS as full acceptance of the stated terms and conditions. Exceptions and/or modifications to the terms and conditions of the RFP are not accepted and an integral part of any awarded contract unless they have been agreed to in writing by an authorized HCPSS representative.

### **1.12 REQUIRED DOCUMENTS**

The required documents for this RFP include an original, unaltered, executed solicitation document including any addenda issued by HCPSS, completed bid/proposal affidavit, financial statement, completed Qualifications/Experience Affidavit, completed Price Proposal Work Sheet, and any other documents requested. Failure to do so may cause rejection of the proposal. Acceptable documents for compliance with the mandatory Financial Statement requirement include the Offeror's:

- Latest Balance Sheet and Income Statement prepared by an independent accounting firm;
- Annual Report;
- Dun & Bradstreet complete Business Report; or,
- Other financial documents determined to be acceptable by the Director of Procurement and Materials Management.

### **1.13 TIME**

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

### **1.14 SIGNING OF FORMS**

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

If awarded a contract for these services, the contractor agrees to sign the Standard Contract Agreement for Professional Services (See sample Appendix E) and the Employee Data Sharing Agreement (See Appendix B).

### **1.15 LATE PROPOSALS**

Late proposals will not be accepted. It is the sole responsibility of the Offeror to ensure that their proposal is submitted on or before the date and time specified in the solicitation. Late proposals will be rejected and returned unopened or destroyed at the Offeror's request.

### **1.16 PROPOSAL WITHDRAWAL**

No proposal may be withdrawn after it is submitted to HCPSS unless the Offeror makes a written request to the buyer before the time set for receipt of proposals, or if HCPSS fails to award or issue a notice of intent to award, or the Offeror provides clear and convincing evidence that a mistake in the price proposal has been made, *and only then with the approval of the HCPSS Director of Procurement and Materials Management.*

### **1.17 PROTESTS**

This contract shall be subject to the provisions of the Howard County Board of Education Policies and Regulations.

### **1.18 COOPERATIVE PURCHASING CLAUSE**

In accordance with State Finance and Procurement Article, Sect. 13-110, Maryland Annotated Code, HCPSS reserves the right to extend the terms of any contract resulting from this proposal to public bodies, subdivisions, school districts, community colleges, colleges, and universities including nonpublic schools.

The Contractor agrees to notify HCPSS of those entities that request to use any contract resulting from this proposal and provide usage information to HCPSS, if requested.

Howard County Public School System assumes no authority, liability, or obligation, on behalf of any other public or non-public entity that may enter into a cooperative agreement associated with the contract resulting from this proposal. All purchases and payment transactions will be made directly between the contractor and the requesting entity.

### **1.19 ERRORS IN PROPOSALS**

Failure of the offeror to thoroughly understand all aspects of the solicitation before submitting their proposal will not act as an excuse to permit withdrawal of their proposal nor secure relief or plea of error.

Neither law nor regulation makes allowances for errors or omissions on the part of the offeror.

### **1.20 BUSINESS REGISTRATION**

Offerors that are Maryland businesses must be in good standing with the State Department of Assessments and Taxation. Your business status can be verified at <https://egov.maryland.gov/BusinessExpress/EntitySearch>. Out-of-State offerors must be in good standing with their home state authority.

Offerors that fail to comply with these requirements may be rejected as not responsible.

### **1.21 COMPETITIVE SEALED PROPOSAL PROCESS**

- a. Offerors shall submit all requirements as set forth in the RFP.
- b. Letter of Transmittal – the offeror shall include a Letter of Transmittal, signed by the person authorized to legally bind the offeror to the proposal. The letter shall specifically state that the offeror shall complete all services set forth in the proposal within the proposed time limits to the satisfaction of HCPSS. The letter shall be concise and need not repeat any of the detailed information set forth in the proposal.
- c. The HCPSS buyer will review each submission. Offerors whose technical offers are determined to be not responsive, or offerors determined to be not responsible shall be rejected and timely notified.
- d. Qualified proposals shall be evaluated by an evaluation committee in accordance with the specifications and evaluation criteria contained herein. Technical proposals classified by the evaluation committee as not responsive, or Offerors determined as not responsible shall be rejected and timely notified.
- e. The evaluation committee, after an initial review of the responses, may elect to conduct discussions for the purpose of ensuring a complete understanding of HCPSS requirements and Offeror's technical proposal.
- f. Upon completion of the evaluation, and discussions, if held, the evaluation committee shall make a recommendation to the Director of Procurement and Materials Management. The said recommendation shall be based on the highest evaluated score considering the evaluation criteria set forth in the RFP. Recommendation of award shall be made to the firm receiving the highest evaluated total score.
- g. When in the best interest of HCPSS, the buyer may permit offerors who have submitted acceptable proposals to submit written best and final offers.
- h. The contract award may be subject to approval by the Howard County Board of Education. Upon approval of the Board, the unsuccessful offerors will be notified.

### **1.22 IRREGULARITIES**

HCPSS reserves the right to waive any minor mistakes in the solicitation or proposal. HCPSS reserves the right to negotiate or modify any element of the solicitation to ensure that the best possible arrangements for achieving the stated purpose are obtained.

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.

HCPSS reserves the right to change the contents of this solicitation. Changes will be made in the form of written addenda and posted to the HCPSS Purchasing web site at, <https://purchasing.hcpss.org/business-opportunities>.

It is the Offeror's sole responsibility to monitor the HCPSS Purchasing website prior to submitting their proposal and acknowledge receipt of said addenda on the proper bid form. Failure to do so may result in non-receipt of important information and may not relieve such Offeror from any obligation under his/her proposal submittal.

### **1.23 ACCESS UNDER PUBLIC RECORDS ACT**

All information submitted as part of this proposal is subject to release under the Maryland Public Information Act (MPIA). If you would like the Howard County Public School System to consider redactions in the event that your proposal is subject to a MPIA request, submit a proposed MPIA copy including justifications for each redaction and under what specific exemption that justification is qualified for redaction.

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

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

### **1.24 eMaryland MARKETPLACE ADVANTAGE REGISTRATION**

Awarded bidders are required to register on eMaryland Marketplace Advantage at <https://procurement.maryland.gov> within five days following notice of award. Maryland law requires local and state agencies to post award notices on eMaryland Marketplace Advantage This cannot be done without the awarded bidder's self-registration in the system. Registration is free. Failure to comply with this requirement may be considered grounds for default. It is recommended that any interested bidder register with eMaryland Marketplace Advantage regardless of the award outcome for this procurement as it is a valuable resource for bid notification for municipalities throughout Maryland.



## **Section II: MANDATORY TERMS AND CONDITIONS**

### **2.1 CONTRACT AWARD**

It is the intent of The Howard County Public School System (hereinafter "HCPSS" or the "Board") to award to the lowest responsive and responsible Bidder(s) meeting specifications. HCPSS retains the right to award in aggregate, item-by-item, group-by-group, in full or in part, make multiple awards, partial awards, to increase or decrease quantities where quantities are shown and may reject any bid which indicates any omission, contains alteration of form or additions, or imposes conditions, or offers alternate items and may make any award which is deemed in the best interest of the HCPSS or to make no award at all at its sole discretion.

The HCPSS shall be the sole authority as to whether Bidder's offer meets specifications or are an approved equal and further reserves the right to reject any or all proposals or waive any informality which may appear to be in its best interest. HCPSS further reserves the right to consider information other than price when evaluating bids. A contract may be awarded to the provider(s) whose proposal best meets HCPSS requirements and needs at the time of award and whose fee structure is in the best interest of HCPSS.

HCPSS reserves the right to make an award with or without negotiations or to request best and final offers or to make award with or without further review.

In the event of tie bids where all factors are equal, award shall be made to one of the tie bidders in the following order of preference: Howard County based Bidder, the out of county Bidder but incorporated in Maryland, and then the out of state based Bidder. In the event a tie bid still exists, the Director of Procurement and Materials Management or their designee, shall conduct a coin toss for selection of the potential Award Bidder(s) or seek a geographical, proportional or divided award of contract, whichever is in the best interest of HCPSS.

### **2.2 CONTRACT DOCUMENTS**

Contract Documents consist of all solicitation documents, the specifications and scope of work and any applicable addenda, and any additional documentation issued. All materials and documents associated with this solicitation will be included in the Contract(s) which the Board of Education awards because of this solicitation and will become the contract. The offeror, by submitting its proposal, agrees that if awarded the contract that it will be bound under the contract to all the Terms and Conditions of the Contract Documents for any future goods and/or services awarded under this contract.

If Offeror's proposal is accepted and awarded, it will become incorporated and an integral part of the contract. However, Bidder's terms and conditions, unless expressly accepted by HCPSS, shall be excluded from the contract documents.

### **2.3 ORDER OF PRECEDENCE**

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

- |              |                                  |
|--------------|----------------------------------|
| <u>2.3.1</u> | Section III: Specifications      |
| <u>2.3.2</u> | Section II: Terms and Conditions |
| <u>2.3.3</u> | Section I: General Information   |
| <u>2.3.4</u> | Appendices                       |

### **2.4 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.

### **2.5 INITIATION OF WORK**

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

### **2.6 RESPONSIBILITY FOR CLAIMS AND LIABILITY**

The Offeror shall be responsible for any personnel injury, loss of life, and damage to or loss of property arising from or related to Offeror's activities or those of its subcontractors, agents, or employees in connection with the goods and/or services required under this agreement. The Offeror 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 attorney's fees arising out of or resulting from its negligent or wrongful performance or failure of performance of the services of the Offeror under this agreement or the activities conducted or required to be conducted by the Offeror under this agreement, including its subcontractors, agents, or employees.

## **2.7 BILLING AND PAYMENT**

The awarded bidder shall submit invoices to the Howard County Public School System, (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
- b) Name of school
- c) Description of work along with quantities
- d) Start date and completion date
- e) Itemized breakdown of project costs to include labor and materials.
- f) Total due

## **2.8 INSURANCE**

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

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

## **2.9 SUBCONTRACTING OR ASSIGNMENT**

It is mutually understood and agreed that awarded bidder(s) shall not assign, transfer, convey, sublet, or otherwise dispose of their contract or their rights, title or interest, therein, or their power to execute such contract in whole or in part to any other person, firm, or corporation, without the previous written consent of the HCPSS' Purchasing Director, but in no case shall such consent relieve the contractor from their obligation, or change the terms of the contract or purchase order.

Assignment or subcontracting without the written approval of HCPSS will be cause for termination.

If some or all the services and/or goods under this solicitation are permitted to be subcontracted, the bidder shall identify all proposed subcontractor/sub-consultant who will be furnishing services and/or under the terms of this solicitation. Subcontractor/sub-consultants shall conform in all respects to the applicable provisions specified for the prime contractor and shall be subject to approval by HCPSS. If a subcontractor/sub-consultant is determined to be unacceptable by HCPSS, the contractor shall substitute an acceptable subcontractor/sub-consultant with no change in any contract unit prices or overall contract sum. If a firm fails, within a timely manner, to propose another subcontractor/sub-consultant to which HCPSS has no objection, HCPSS reserves the right to reject the proposal. The Contractor will use only those subcontractor/sub-consultants approved by HCPSS. All subcontractor/sub-consultants shall comply with all federal and state laws and regulation which are applicable to the services covered by the subcontractor and shall include all terms and conditions set forth herein which apply with equal force to the subcontractor/sub-consultant, as if they were the contractor referred to herein. The Contractor is responsible for the contract performance, whether subcontractor/sub-consultants are used.

## **2.10 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 awarded bidder or in the contract cost thereof.

If such changes cause an increase or decrease in the awarded bidder's cost of, or time required for, performance of any service under this contract, whether or not changed by an order or amendment, an equitable adjustment shall be

made, and the contract shall be modified in writing accordingly. Any claim of the awarded bidder(s) for adjustment under this clause must be asserted in writing with 30 days from the date of receipt by the awarded bidder(s) 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 awarded bidder(s) shall be furnished without prior written authorization of HCPSS.

## **2.11 DELAYS AND EXTENSIONS OF TIME**

The awarded bidder(s) shall execute the work continuously and diligently and no charges or claims for damages shall be made by the awarded bidder(s) 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 may be granted only for excusable delays such as delays beyond the control and without the fault or negligence of the awarded bidder(s).

## **2.12 REMEDIES AND TERMINATION**

- a. **Correction of Errors, Defects, and Omissions** - The awarded bidder(s) 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 awarded bidder(s) of this responsibility.
- b. **Set-Off** - HCPSS may deduct from and set-off against any amounts due and payable to the awarded bidder(s) any back-charges or damages sustained by HCPSS by virtue of any breach of this agreement by the awarded bidder(s) to perform the services or any part of the services in a satisfactory manner. Nothing herein shall be construed to relieve the awarded bidder(s) 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 awarded bidder(s) for damages and HCPSS may affirmatively collect damages from the awarded bidder(s).
- c. **Termination for Cause** - If the awarded bidder(s) 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 providing thirty (30) days' written notice to the awarded bidder(s). The notice shall specify the acts of omissions relied on as cause for termination. All finished or unfinished supplies and services provided by the awarded bidder(s), shall at HCPSS's option, become HCPSS property. HCPSS shall pay fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by awarded bidder'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.
- d. **Termination for Convenience** - HCPSS may terminate all or any part of the work required under this contract for the convenience of HCPSS by providing ninety (90) days' written notice. In the event of such termination, the contract manager shall determine the costs the awarded bidder has incurred to the date of termination. The awarded bidder(s) shall not be reimbursed for any anticipatory profits which have not been earned up to the date of termination. The awarded bidder(s) agrees that the awarded bidder(s) does not have the right to termination for convenience.
- e. **Termination for Non-Appropriation of Funds:** HCPSS may terminate this contract, in whole or in part, due to insufficient funding with thirty (30) days' written notice to the awarded bidder(s). HCPSS shall pay for all the purchases and services, if any, incurred up to the date

of the termination notice.

- f. **Obligations of Awarded Bidder(s) upon Termination** - Upon notice of termination as provided above, the awarded bidder(s) shall:
- a) Take immediate action to orderly discontinue its work and demobilize its work force to minimize the occurrence of costs.
  - b) Take such action as may be necessary to protect the property of HCPSS, place no further orders or subcontract, and 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 awarded bidder(s) under the orders or subcontracts terminated.
  - c) Deliver to HCPSS all materials, equipment, data, drawings, specifications, reports, estimates, and such other information accumulated by the awarded bidder(s) 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.
- g. **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.

## **2.13 BIDDER RESPONSIBILITIES AND WARRANTIES**

- a. The awarded bidder(s) (also referred to herein as "Consultant") shall perform the services with that standard of care, skill, and diligence normally provided by a consultant, or professional in the performance of services similar to the services hereunder.
- b. 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.
- c. HCPSS's review, approval, or acceptance of, nor payment for, any of the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the 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.
- d. Consultant warrants 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.
- e. Consultant warrants 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.
- f. Consultant warrants 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.
- g. Consultant warrants 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.
- h. The Vendor agrees that the equipment or supplies furnished under this award and or contract shall be covered by the most favorable commercial warranties the vendor gives to

any customer for such equipment or supplies and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the HCPSS by any other clauses of the contract. All equipment shall in the very least carry a standard factory warranty against defects in parts and workmanship for the time period stated in the product warranty specifications and/or for one (1) year from date of acceptance

- i. Consultant warrants 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.

#### **2.14 DISPUTES; GOVERNING LAW AND VENUE**

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 laws of the State of Maryland and nothing in these Contract Documents shall be interpreted to preclude the parties from seeking, after completion or termination of the agreement, any and all remedies provided by law. Any lawsuits arising out of such Contract Documents shall be filed in the appropriate state court of competent jurisdiction located in Howard County, Maryland.

#### **2.15 EXAMINATION OF RECORDS**

The Consultant agrees that the auditor of HCPSS or any of their duly authorized representatives shall, have five (5) 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.

#### **2.16 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.

#### **2.17 NON-HIRING OF OFFICIALS AND EMPLOYEES**

No official or employee of HCPSS whose duties as such official or employee include matters relating to or affecting the subject matter of this contract, shall during the pendency and term of this contract and while serving as an official or employee of HCPSS become or be an employee of the contractor or any entity that is a subcontractor on this contract.

#### **2.18 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.

#### **2.19 OWNERSHIP AND USE**

All materials, including but not limited to training documents, program and software, diagnostic equipment and energy information systems furnished by Offeror 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.

All documents, materials or data developed as a result of this contract shall be the property of HCPSS. Therefore, HCPSS has the right to use and reproduce any documents, materials, and data, including confidential information,

used in, or developed as a result of this contract. HCPSS may use this information for its own purposes or use it for reporting to state or federal agencies. The awarded bidder(s) must keep confidential and warrants that it has title to or right of use of all documents, material, or data used or developed in connection with this contract

## **2.20 ADHERENCE TO SCHOOL SYSTEM POLICIES AND STATE AND FEDERAL REGULATIONS**

The Offeror and any Sub-Offeror personnel assigned to this project must be cognizant and always abide by School System policies and operating procedures. 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.

## **2.21 SEX OFFENDER NOTIFICATION**

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

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

Each contractor shall screen their workforces to ensure that a Registered Sex Offender does not perform work at a county public school and 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 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 immediate termination of the contract for cause.

Additionally, § 6-113 of the Education Article further requires 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 all assigned employees comply with the requirements.

## **2.22 CRIMINAL HISTORY BACKGROUND CHECKS**

All employees, agents, or representatives of the awarded bidder(s) 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 HCPSS. Such persons, if requested by the school system, must provide fingerprints and other required information to facilitate such a check, as well as pay for 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.

## **2.23 ETHICS**

The Board of Education of Howard County has adopted an Ethics policy. Required by state statute, 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.

In accordance with Board Policy 2070-Ethics, offerors are hereby notified that the giving or offering of a gift or series of gifts to a Board official or employee is improper and may result in disqualification from future work on the grounds that the Offeror is no longer a responsible Offeror.

## **2.24 DEBARMENT STATUS**

By submitting their proposal, the offeror(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.

## **2.25 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 termination of the contract for cause.

## **2.26 INDEMNIFICATION**

The Awarded Bidder(s) shall be responsible for any loss, personal injury, expense, death and/or any other damage which may occur by reason of its acts, negligence, willfulness, or failure to perform any of its obligations under this agreement. Furthermore, any acts on the part of any agent, director, partner, servant, or employee of the Contractor are deemed to be the Contractor's acts.

The Contractor agrees to indemnify and hold harmless the Howard County Public School System and its Board, employees, agents, representatives, 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 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 Contractor shall cover the acts or omissions of any permitted subcontractors hired by the Contractor. Furthermore, the indemnification obligation of the Contractor shall survive termination of the contract for any reason.

## **2.27 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 contractor's Bid price.

## **2.28 RIGHT TO STOP WORK**

If HCPSS determines, either directly or indirectly, that the Contractor's 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.

## **2.29 NON-DISCRIMINATION**

In the execution of the obligations and responsibilities hereunder, included, but not limited to hiring or employment made possible by or relating to the Contract Documents, or the provisions of goods and services provided, the awarded bidder(s) shall not discriminate against persons on the basis of race, color, creed, national origin, political affiliation, religion, physical or mental disability, age, gender, marital status, or sexual orientation. 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.

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

### **2.30 INDEPENDENT CONTRACTOR**

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. The awarded bidder(s) will not be entitled to and expressly disclaims any right to worker's compensation, retirement, insurance, or other benefits afforded to employees of HCPSS.

### **2.31 PRICE ADJUSTMENTS**

HCPSS 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 5% 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 HCPSS 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 markup 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.

### **2.32 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.

### **2.33 ANTI-BRIBERY**

Awarded bidder(s) warrants that neither it nor any of its officers, directors, or partners nor any of its employees who are directly involved in obtaining or performing contracts with any public body has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the federal government.

### **2.34 IDENTIFICATION**

All Bidder personnel, working in or around buildings designated under this contract, at all times shall wear and display a visible photo-ID card with them while on the school system's premises. The Bidder shall determine and provide additional personal protective equipment required for the safe performance of work. Protective clothing, equipment, and devices shall, as a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used. Vehicles used by the Bidder must be identified in accordance with State and local regulations and, if applicable, be labeled with an appropriate license number identifying the company's business license.



## **Section III: SPECIFICATIONS**

### **3.1 BACKGROUND**

The Howard County Public School System is seeking additional vendors to provide supplemental student photographic services that meet the project needs outlined below.

Interested vendors are encouraged to provide a detailed proposal outlining the approach and services that may be offered to HCPSS for this endeavor. Qualified vendors will be asked to perform product demonstrations. Such demonstrations will be based upon the HCPSS functional needs and requirements. A contract may be awarded to the Contractor(s) whose submittal best meets HCPSS/ requirements and needs at the time of the award.

The submittal of a proposal does not guarantee an award of contract.

### **3.2 TECHNICAL RESPONSE**

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

#### **A. Offeror Qualifications and Experience**

1. Established firm for past five years.
2. Employees trained and certified and/or licensed in their respective fields.
3. Familiar, by experience, with state and local government practices, procedures, laws, and regulations.
4. Licensed to do business in the state of Maryland.
5. Positive references from other K-12 school systems and/or government organizations.

#### **B. Company Profile**

1. Company profile, to include:
  - (a) How long in business under current name.
  - (b) Business contact information.
  - (c) Resume of lead person(s) for this contract to include related experience.
  - (d) Manpower breakdown - number of personnel by specialty.
  - (e) Description of pertinent facilities and equipment to include office space by square footage and indicate own or lease.
  - (f) Licensed to work in the state of Maryland.
  - (g) The ideal firm would have offices located within a 50-mile radius of HCPSS Central Office.
  - (h) 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.
  - (i) Certification that the Contractor is not listed on the System for Award Management (SAM) under the Excluded Parties Listing System (EPLS) federal registry.
  - (j) Statement the firm is in "Good Standing" with the Maryland Treasury Office. See link for details: <https://egov.maryland.gov/businessexpress/entitysearch>
  - (k) Completed Appendix E - Education Article 6-113
  - (l) Statement of ability to comply with the insurance requirements

**C. Interpretation**

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

**D. Cost and Fee Structure**

Contractors shall submit a fee structure utilizing the Cost Proposal – Section VII.

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

**3.3 FINANCIAL RESPONSIBILITY**

Every Offeror may be required to submit a financial statement upon request, and other financial data requested or required within 24 hours after request.

**A. Financial Statement**

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

**B. Other Financial Data**

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

**3.4 FUNCTIONAL REQUIREMENTS (Scope of Work)**

The Howard County Public School System is seeking a list of vendors to provide student photographic service that meets the project needs outlined below.

**3.4.1 General Specification Requirements**

- a. Contractor(s) agrees to provide a sufficient number of personnel who are suitably qualified and experienced and acceptable to HCPSS to perform the required services.
- b. The Contractor represents that it has carefully screened its employees and subcontractors and guarantees that all employees and subcontractors (if any) will conduct themselves in a responsible, courteous, and professional manner. HCPSS, in its sole and absolute discretion, shall have the right to direct the Contractor to remove any of its personnel (including subcontractors) from the schools for any reason.
- c. The Contractor shall provide experiences representative(s) to work with school personnel and to answer questions regarding photographic production or financial matters.
- d. The Contractor's representative shall meet in-school with each principal or designee prior to photo sessions to agree upon specific dates and/or resolve any logistical or contractual issues.
- e. The Contractor shall work each principal or designee to schedule all pictures to allow the least amount of interruption to classroom activities.
- f. The Contractor must be able to schedule in-school consultation whenever it is deemed necessary by the school.
- g. All photos shall be taken with state-of-the art professional quality photographic equipment.
- h. All portraits shall be taken by highly trained professional photographers who have the desire to present the students with an outstanding portrait.
- i. The Contractor shall provide a sufficient number of cameras to allow completion photographs within the time period deemed acceptable by each principal and should indicate the number cameras they will assign per student membership. For example, one camera per 250 students.
- j. The quality of all photos shall be superior, meet all yearbook publication requirements (uniform, sizing/cropping, pose, head size, background, color, and/or attire), and must be deemed satisfactory to

students, parents, and publication staff and/or advisors. The Contractor shall provide an unconditional money back guarantee of all work to the school and parents who order student portrait packages. Refunds shall be provided within 30 days.

- k. Students and or/parents are under no obligation to purchase portrait packages. All students shall be photographed for yearbook publication purposes at no charge to the school, students, or parents. This information must be started on all applicable materials sent to student and parents.
- l. The Contractor shall provide a local or toll-free telephone number and office hours for school and parent use.
- m. The Contractor shall provide a minimum of two (2) compact discs to each school with all student and faculty pictures contained therein. Pictures shall be saved as a nine-digit student identification number in jpg format. Sizes should be between 20-50KB each. The format for any student information provided will be in Microsoft Excel.
- n. The Contractor shall provide initial and reminder fliers, order forms, and posters for "picture day" in a timely manner. These fliers should include price information and the Contractor's name and telephone number.
- o. The Contractor shall pay commissions to schools within thirty (30) days of receipt of payment by parents. At the time payment is made to the school, the firm shall provide a full and complete accounting to the school to substantiate how the commission was derived. Bonus payments will be made within thirty days after contract execution by the school.
- p. Principals shall have the authority to negotiate changes in the specific services to be received by their schools as long as the changes do not result in increases in either prices or commissions.
- q. No Contractor shall have the authority to release, disclose, sell, or otherwise use student names, addresses, ages, grade, teacher, school, email, phone number, image/photograph, source IP address, or cookies under any circumstances and may only use this information for purposes required under this contract. Failure to comply with this requirement shall be considered contract default and may be cause for termination and/or legal action.
- r. All prices shall be F.O.B. Destination and include all charges incurred in fulfilling the terms of this contract.
- s. Unless otherwise noted in this RFP, the Contractor may **not** charge, or threaten to charge fees for retaking pictures, regardless of the reason for the retake. Imposing or threatening to impose such retake charges shall be considered contract default and may be cause for contract termination.
- t. The Contractor shall replace all defective products without cost to the school, including shipping costs.
- u. Awarded Contractor(s) shall provide an annual usage report of services provided and commissions paid during each school year (august-June) identified by school location. A copy of the report must be submitted to the Purchasing Office no later than July 30<sup>th</sup> of each year.

### 3.4.2 Elementary School Requirements

#### a. Elementary Fall Portraits

- 1. The Contractor shall take individual color photographs of all students. All students must be photographed for school, purposes, regardless of purchase.
- 2. Individual color photos shall be taken I September or October. The specific date must be approved by each principal.
- 3. The Contractor must offer the pre-paid packages defined in the portrait package pricing included with this RFP. Other photographic options and packages may be negotiated with individual principals so long as the packages are defined in this RFP are offered as available options.
- 4. The initial photo session must be followed with a make-up date within 45 days for absent students and for lost, unacceptable, or damages negatives or pictures. The specific make-up date must be approved by each principal. There will be no charge, or threat to charge for retakes.
- 5. The Contractor shall identify the students photographed during the initial and retake sessions and label packages with student names for school use.
- 6. Pictures and retakes must be delivered within thirty (30) days of the photo date.

7. The Contractor must specify the type of equipment, photographic paper, and supplies to be used.
  8. The Contractor shall provide each school with six (6) 1.5" x 1.5" adhesive-backed, labeled, individual photos of students and faculty, at no charge, regardless of purchase. These photos must be on one strip for ease of placement on folders, rolodexes, etc.
- b. Elementary Spring Portraits
1. The Contractor shall incorporate class group pictures with optional individual pictures. Additionally, a staff group photo will be taken.
  2. Class color photos shall be taken in March or April with a student individual photo session. The specific date must be approved by each principal.
  3. Class and staff group photos shall be taken by a Contractor on a "pre-paid" or "speculation orders" basis at the discretion of each principal.
  4. Class photos shall include the name of the school, teacher, school year date (for example, 2013-2014), and the names of those photographed in order of appearance.
  5. A book of all group photos shall be provided to each school at no charge.
  6. Spring photos shall be delivered by May 1 of each year unless otherwise approved by the principal.
- c. Faculty Portraits
1. The Contractor shall schedule faculty portraits on a day approved by the principal.
  2. The initial photo session shall be followed by a make-up day (s) designated by the principal for lost, unacceptable, or damaged negatives or for faculty not photographed during the regular shoot. The make-up day(s) will be scheduled within thirty (30) days of the initial shoot. There will be no charge for retakes if the pictures are unacceptable or the negative is damaged. The specific make-up dates must be approved in advance by the principal.
  3. The Contractor shall provide the school with one (1) 3" x 5" black and white finished glossy print for school use.
  4. The Contractor shall provide an alphabetical listing of photographed faculty within ten (10) days.
  5. The Contractor shall photograph every faculty member for the yearbook at no charge, whether they purchase pictures or not.
  6. The Contractor must offer faculty members the pre-paid picture packages.
- d. Yearbook and/or Memory Books
1. School principals shall have the sole decision to select the Contractor of their choice each school year for yearbook services.
  2. The Contractor shall provide experienced representatives who will work on a regular basis with school yearbook staff and/or volunteers to provide training sessions and to answer any questions regarding production or financial matters pertaining to the services required.
  3. The Contractor must be available to schedule in-school yearbook consultation whenever deemed necessary by a school principal.

### 3.4.3 Secondary School Requirements

#### a. Middle School Fall Portraits

1. The Contractor shall take individual color photographs of all students. All students must be photographed for school purposes, regardless of purchase.
2. Individual color photos shall be taken in September or October. The specific date must be approved by each principal.
3. The Contractor must offer retouching at the parents/students' request and delineate retouching charges on the portrait packages they submit with their proposals.
4. The name of the Contractor's development laboratory must be provided.
5. The Contractor shall provide a minimum of two (2) cameras for the initial photo session.
6. The Contractor shall provide at least three (3) candid photo days and one (1) night activity to obtain club pictures, school events, color pictures for yearbook, etc. The days for these shoots must be scheduled with the principal in advance.
7. The Contractor must offer pre-paid packages defined in the portrait package pricing included with their RFP response. Other photographic options and packages may be negotiated with individual principals as long as the packages defined in this RFP are offered as available options.
8. The initial photo session must be followed within forty-five (45) days with a make-up date for absent students, lost, unacceptable, or damaged negatives or pictures.
9. The Contractor shall provide 2" x 3" black and white glossies, color, and/or electronic photos (to be specified by principal) of all students and staff to the yearbook advisor in alphabetical order by grade at no charge.
10. The Contractor shall provide a typed and alphabetized list of all students by grade to the yearbook advise and/or school administration within three (3) weeks of picture day.
11. The Contractor shall identify the students photographed during the initial and retake sessions and label the packages with student names or ID numbers for school use.
12. Pictures and retakes must be delivered within thirty (30) days of the photo date.
13. The Contractor must specify the type of equipment, photographic paper, and supplies to be used.
14. The Contractor must provide one (1) four-color ID card for every student in alphabetical order as soon as possible after picture date.

#### b. Middle School Spring Portraits

1. The Contractor shall incorporate class group pictures with individual pictures. Additionally, a staff group photo will be taken.
2. Class or color photos shall be taken in April or May with a student individual photo session. The specific date must be approved by each principal.
3. Class and staff group photos can be on a pre-paid or speculation basis as determined by the principal.
4. Contractors must sign and submit portrait packages and prices as part of their proposals.
5. Class photos shall include the name of the school, teacher, and school year date (for example, 2022-2023).
6. A book of all group photos shall be provided to each school at no charge.
7. Spring photos shall be delivered by May 1 of each year unless otherwise approved by the principal.

#### c. High School - Underclass Portraits

1. The Contractor must offer optional retouching at the parents/students' request and delineate retouching charges on the portrait package process submitted with their proposal.
2. The initial photo session must be followed by a make-up day/days designated by the yearbook advisor for absent students, lost, unacceptable, or damaged negatives. These make-up days will be within thirty days

of the initial shoot. There will be no charge or threat of charge for retakes if the pictures are unacceptable or the negative is damaged. The specific make-up dates must be approved by the yearbook advisor. The Contractor shall mail all finished portraits directly to students within three (3) weeks of the initial make-up shoots.

3. The Contractor shall provide the school with two (2) black and white finished, glossy prints, color prints, and/or digital photos (to be specified by the yearbook advisor) of each student and faculty member for the yearbook. All finished portraits shall be mailed directly to the students within three (3) weeks of the initial make-up shoot.
  4. The Contractor shall photograph every student for the yearbook at no charge whether or not they are purchasing pictures.
  5. The Contractor must offer pre-paid packages defined in the portrait package pricing included with this RFP. Other photographic options and packages may be negotiated with the individual principals as long as the packages defined in the RFP are offered as available options.
  6. The Contractor must label and identify individual photographs as directed by the yearbook advisor.
  7. The Contractor must provide a typed, alphabetical list of all photographed students sorted as directed by the yearbook advisor within ten days.
  8. The Contractor must provide one (1) four-color ID card as soon as possible after picture day.
- d. High School – Senior Class Portraits
1. The Contractor shall provide students with a minimum of eight (8) proofs from which to make a selection and photograph all seniors in the yearbook providing them with an expanded sitting option that allows a variety of backgrounds and pose options. **The Contractor shall include one standard sitting pose (pose and attire to be specified by the yearbook advisor) for the yearbook at no charge and will provide tuxedos, drapes, caps, and gowns at no charge.**
  2. The Contractor must submit photographic packages and prices as part of their proposals. The pricing packages submitted in response to the RFP must be offered to parents/students. The HCPSS Data Processing Department will provide the Contractor with a mailing list of all seniors to be photographed for the yearbook in Microsoft Excel format. The Contractor must schedule appointments and mail notification cards to each senior at least three (3) weeks prior to the shoot date specified by the yearbook advisor.
  3. The Contractor shall provide each school with two (2) sets (color or black and white at each school's discretion) finished glossy prints for the yearbook. Print size, pose, background color, head size, and/or attire will be specified by each school. These photographs will be placed in individual envelopes with an alphabetical listing of the seniors photographed, as well as a listing of missing glossies. On or before the date designated by the yearbook advisor; glossies will be delivered to the yearbook advisor so that all publication deadlines are satisfactorily met.
  4. The Contractor shall mail senior proofs by first class mail, postage prepaid, at their expense, within ten (10) days of the photo session.
  5. The Contractor shall mail all finished portraits proofs by first class mail, postage prepaid, at their expense, within six (6) weeks of the photo session.
  6. The Contractor shall retouch all purchased photos on the negative as required at no additional charge.
  7. Use of each school's facilities for regular and make-up phot sessions will be provided for senior portraits. The Contractor must provide adult assistants to collect all money and to process paperwork.
  8. For any additional takes or other problems, the Contractor must provide a location for the photo sessions that is convenient for all students. The location must be approved in advance by the principal.
  9. The Contractor shall provide each school with their choice of loaner digital camera and memory card or unlimited photographic supplies, including but not limited to color (Kodak, Agfa, Fuji, and/or Clark) and black and white (Kodak, Lifford) film of ISOs ranging from 100 to 3200, darkroom supplies (polycontrast Kodak photo paper), developing and processing chemicals, (Kodak or Lifford), and loaner cameras, lenses, and flashes for yearbook production at no charge. For yearbook production purposes, firms must supply the same type and quality of film of film to a school during the contract period. Changing film during

the year will cause yearbook production problems. This should not be taken to mean that firms must supply the film to all schools.

10. The Contractor shall supply unlimited candid shoots of school activities throughout the calendar year. Dates to be coordinated with, and approved by, the yearbook advisor.
11. The Contractor shall deliver candid prints and a minimum of two (2) CDs suitable for reproduction to the school within 48 hours. Exact size, custom color candid prints will be determined by the yearbook advisor and will be provided at no charge. The yearbook advisor will determine the size and composition of the photographs.
12. The Contractor shall process photographs taken by students for the yearbook at no charge and will provide emergency 24-hour processing if considered necessary at the request of the yearbook advisor.
13. The Contractor shall provide pickup and delivery services for the yearbook advisor twice per week or upon request and will also provide postage free mailing envelopes to the yearbook staff.
14. The Contractor shall redo any work that does not satisfactorily meet publication requirements as specified by the yearbook advisor.
15. The Contractor will provide and collect senior directory cards listing name, address, telephone number, nickname(s), school activities, and the following statement "all information subject to editorial approval" at the time of sitting and upon request.
16. The Contractor must provide one (1) four-color ID card as soon as possible after picture day which must be in alphabetical order, as well as an alphabetical list of ID cards.

e. Faculty Portraits

1. The Contractor shall schedule faculty portraits on a day designated by the yearbook advisor.
2. The initial photo session shall be followed by a make-up day/days designated by the yearbook advisor for lost, unacceptable, damaged negatives, or for faculty not photographed during the regular shoot. The make-up day/days will be scheduled within thirty (30) days of the initial shoot. There will be no charge for retakes if the pictures are unacceptable or the negative is damaged. The specific make-up dates must be approved in advance by the yearbook advisor.
3. The Contractor shall provide the school with one black and white finished, glossy print for the yearbook.
4. The Contractor shall provide a typed alphabetical listing of photographed faculty within ten (10) days.
5. The Contractor shall photograph every faculty member for the yearbook at no charge, whether or not they are purchasing pictures.
6. The Contractor must offer the pre-paid picture package defined in this RFP for Underclass portraits to faculty members.
7. The Contractor must provide one (1) four-color rolodex card for every staff member in alphabetical order as soon as possible after picture day.

f. Special Occasion Photographs Note to Contractors: Some schools may include some or all of the following photography services in other contracts, i.e., yearbooks. If this is the case, they may not utilize this contract for these services.

1. Dance/Event Pictures

- a. The number of dances/events for each school will be determined by the principal. The specific dance/event dates will be provided by the principal to the Contractor at least thirty (30) days in advance.
- b. The Contractor shall be present at the dance/event at the time designated by the principal to take portraits of attendees.
- c. The Contractor must submit photographic packages and prices as part of their proposals. A signed copy of the portrait package prices shall be included in their response to this RFP.
- d. The Contractor shall mail all finished portraits directly to students within three (3) weeks.

- e. The Contractor must take candid pictures during the dances/events and provide the school with color or black and white (at the school's discretion) finished, glossy prints for the yearbook.
2. Panoramic Senior Class Pictures
- a. The Contractor shall take a panoramic picture of the senior class.
  - b. The time, date, and location of the pictures shall be determined by the principal and provided to the Contractor at least thirty (30) days prior to picture date.
  - c. The Contractor shall mail proofs to the principal within one (1) week.
  - d. The Contractor shall mail pictures directly to students within four (4) weeks after notification by the principal that the proof is acceptable.
  - e. The Contractor must submit photographic packages and prices as part of their proposals. A signed copy of the portrait package prices shall be included with their response to this RFP.
  - f. The Contractor shall provide the principal and/or yearbook advisor with one 8" x 24" or 12" x 24" and 10" x 30" digital image at no charge.
3. High School Sports Pictures
- a. The Contractor must provide two (2) cameras and two (2) photographers for two (2) days during each session, fall winter, and spring. The specific dates to be mutually agreed upon between the Contractor and principal.
  - b. The Contractor shall provide a make-up day and will be available to all students involved with in-season activities.
  - c. The Contractor shall retouch all purchased photos on the negative as required at no additional charge.
  - d. The Contractor must submit photographic packages and prices as part of their proposals. A signed copy of the portrait package prices shall be included with their response to this RFP.
  - e. The Contractor shall provide one (1) 8" x 10" color team picture per team, one (1) 4" x 6" black and white or color team picture for the yearbook and one (1) each individual black and white picture (waist up) of varsity football, varsity fall cheerleaders, and varsity drill team to the principal at no charge. Specific portrait size will be mutually agreed upon by the Contractor and principal.
  - f. The Contractor shall distribute pictures to students within three (3) weeks of picture days.
  - g. The Contractor shall provide pictures to the principal within one (1) week of picture days and spring team pictures to the principal within 48 hours.
  - h. The Contractor shall provide a typed alphabetical listing of all individually photographed students by sport or activity to the principal.
4. Senior Graduation Pictures
- a. The Contractor shall photograph each graduate at the graduation ceremony and mail them a free color proof.
  - b. The Contractor must have a representative present for at least one (1) rehearsal.
  - c. The Contractor shall mail proofs and photographs directly to students within two (2) weeks of graduation date.
  - d. Time, date, and location of graduation ceremonies shall be provided to the Contractor by the principal at least ninety (90) days prior to graduation date.
  - e. The Contractor shall photograph guest speakers and dignitaries for promotional purposes at no extra charge.
  - f. The Contractor shall provide one free 8" x 10" overview photograph of the ceremony to the school at no additional charge.
  - g. The Contractor's photographer(s) must be appropriately dressed to reflect the occasion.



## 5. Senior Graduation Commencement Video/DVD

- a. The Contractor shall produce a commencement video and provide each graduate an opportunity to order a DVD copy.
- b. The Contractor must have representatives available at each commencement to accept orders for DVD copies.
- c. The Contractor shall provide each school and the commencement committee with a complimentary copy of the DVD for each commencement ceremony.
- d. HCPSS shall provide the Contractor with the graduates' permanent addresses and email addresses in a Microsoft Excel format, provide mailing labels or allow the Contractor to have order cards filled out for mailing purposes at the rehearsal or prior to the ceremony.

### 3.4.4 Submittal Information

- a. HCPSS seeks to supplement current established contracts with highly qualified photography studios to provide students, parents, community, and HCPSS with high quality film and/or digital images for schools and personal memory albums of the students and staffs' public school experience. Services will be provided for two grade levels: elementary and secondary (middle and high) and will include the ability to segment by grade, group, or student organization. Services may be required throughout the school year with fall and spring being the busiest time period. Specialty services such as panoramic, 3D, or other features may be required.
  - b. By submitting a proposal ad offering services herein, the Submitter acknowledges that all data information, images, and any other information collected and/or provided by HCPSS shall be for the sole purpose, use, and in compliance with all Board of Education policies, practices, and requirements. All information provided shall remain the property of HCPSS.
  - c. Bidders may retain any information/images collected for a period of one (1) year after the school year in which the information/images have been collected. This is for the sole purpose of allowing parents the opportunity to order reprints, etc. only and not for distribution, reselling, or any other release of student data or images to any outside entities.
  - d. Bidders will work with yearbook and memory book firms, students, school sponsors/editors/administrators, and other groups to assist in the formatting, production, and publication of quality documents.
  - e. Bidders will coordinate with Central Office administration and School Accountability Office to access the appropriate student information by school to identify students and staff properly and safely.
  - f. Bidders must identify what types of digital and non-digital formats they can accept. This must include any computer operating systems or software requires to interact with provided files.
  - g. Bidders must indicate their ability to work with various yearbook and other publishers of memory-type books and/or booklets. This must include any restrictions or limitations they may have in working with third party entities. Bidders must include a listing of studio locations and/or other third party entities that they will accept images from to be included in a single school/group photo file. Bidders must acknowledge and affirm their ability to comply with all Board of Education policies, regulations, procedures regarding the safe and secure collection, storage, and release of student information.
  - h. Submit a sample of school and/or parent contract. The contract must clearly identify the key elements of the sales, commissioning, cost/fees, of the engagement of the Bidder.
  - i. Business Profile
1. Company
    - i. Years in Business
    - ii. Years Servicing K12 School Systems
    - iii. Number of Studio Locations
    - iv. Type and Capabilities of Equipment Owned or Used

v. Financial-Bidders need only supply one copy of the following with their proposal submission:

1. Public Companies

- a. Annual reports for the last three years
- b. History and description of the company
- c. Recent reports from securities analysts
- d. Published reports about the company

2. Private Companies

- a. Financial statements or tax forms from the last three years
- b. History and description of the company
- c. Published reports about the company, if any
- d. Credit rating/report, letter from bank/suppliers

3. Personnel: Provide a list of key technical people in the Contractor's organization. Provide the names and qualifications of personnel who would service HCPSS under this contract and experience working in a K12 environment.

**3.5 CONTRACT COMPLETION AND RENEWAL**

3.5.1 At the sole option of HCPSS, and subject to acceptable performance and available funds, this contract shall begin upon award by the Board of Education, anticipated to be January 12, 2022, for a one-year term, and will include five, one-year renewal options. Automatic renewals are prohibited. Contract renewals must be authorized by and coordinated through the Purchasing Office.

Any contract awarded pursuant to this Request for Proposal, if applicable, shall be conditioned upon and in accordance with the Section II: Mandatory Terms and Conditions.

**3.6 HCPSS REPRESENTATIVE FOR CONTRACT ADMINISTRATION**

**Note: The Buyer listed on page 1 is the sole point of contact for this RFP until the contract is awarded.**

**3.7 CONFIDENTIALITY**

Contractor shall ensure the complete confidentiality of any and all information provided by HCPSS and gathered and developed by Contractor in the performance of this Contract. The material gathered, used, and developed shall not be provided to any other party without the expressed written approval of the Director of Procurement and Materials Management.

**3.8 INSTRUCTIONS**

a. RFP Preparation

- 1. One (1) complete set of RFP, consisting of instructions, terms, and conditions, procurement specifications, RFP signature sheet, no RFP reply form, General Provisions, all attachments, all affidavits, and any plans or drawings made part of the RFP, and all addenda.
- 2. The remaining documents consisting of all pages in the RFP, terms, and conditions, any plans, drawings, or extraneous matter is to be retained by the Bidder and will form part of the contract resulting from this solicitation.
- 3. It is the Bidder's responsibility to examine and understand all parts of the RFP including all sections of the bidding documents, any addenda, drawings, or reference matter.

b. Contract Period

- 1. All contract terms shall begin upon award by the Board of Education
- 2. The contract term may be extended for an additional five (5) one-year terms subject to satisfactory funding and performance.

c. Contract Documents

1. Contract Documents consist of the Terms and Conditions of the RFP Proposal, the Procurement Specifications, RFP Response Sheet, the RFP Signature Sheet, Attachment A - General Provisions, Attachment B – Insurance, Attachment C – Confidential Information, Attachment D – Data Security & Privacy, Attachment E – Family Educational Rights & Privacy Act “FERPA”, Attachment F – Sex Offender Requirement, and any applicable drawings and addenda issued.
2. All of these materials will be included in the Contract which The Board of Education awards as a result of this solicitation and will be among the Contract documents. The Bidder, by submitting its RFP, agrees that if awarded the Contract that it will be bound under the Contract to all the Terms and Conditions of the Contract.

d. Issuing Office

1. The issuing office is:  
Howard County Public School System  
Purchasing Office Attn: Stuart Feldman  
10910 Clarksville Pike, Ellicott City, Maryland 2104  
Email: [stuart\\_feldman@hcpss.org](mailto:stuart_feldman@hcpss.org)  
Phone: (410) 313-1568  
Fax: (410) 313-6789
2. The Issuing Office shall be the sole point of contact with HCPSS for purposes of preparation and submittal of the RFP Price.

e. Pre-Submission Meeting

1. A pre-submission conference will not be held
2. Items affecting the scope of work or conditions of the bid shall be the subject of the addenda.
3. Questions and Inquiries  
Any questions and inquiries from Bidders regarding the meaning or interpretation of the RFP, or any part thereof, must be submitted in writing (written emails from the Bidder's office are acceptable) to Stuart Feldman ([stuart\\_feldman@hcpss.org](mailto:stuart_feldman@hcpss.org)) at the Purchasing Office of The Howard County Public School System, 10910 Clarksville Pike, Ellicott City, Maryland 21042.

f. Due Date and Time

1. RFP responses must arrive at the Purchasing Office by the time and date specified on the cover of this document in order to be considered. The envelope shall have the Bidder's name, the RFP name and number **PROMINENTLY** displayed, together with the words "**RFP**".
2. RFP responses shall be delivered to the Purchasing Office, Department of Education of Howard County, 10910 Clarksville Pike, Ellicott City, Maryland 21042. HCPSS recommends against use of mail or delivery services that will not guarantee delivery directly to the Purchasing Office. RFPs delivered to the HCPSS central mailroom or front desk will not be considered "received" until they arrive at the Purchasing Office. HCPSS will not waive delay in delivery resulting from a delay on the part of a mail or delivery carrier. **Late RFP submissions will not be accepted for any reason.**

g. Bid Bonds

Not applicable for this solicitation.

h. Withdrawal of RFP Proposal Submissions

1. RFP proposal submissions may be withdrawn by written, facsimile, telegraphed, or email notice if received by the HCPSS Purchasing Office prior to the date and time specified for the return of the RFP. Telephone calls, for the purpose of withdrawing a RFP will not be accepted.
2. RFP responses cannot be withdrawn after the published closing time for receipt of the RFP Responses.

i. Proposal Submission Errors

1. Failure of the Bidder to thoroughly understand all aspects of the issued RFP will not be an excuse to permit withdrawal of their RFP response or secure relief or plea of error.
2. Neither law nor regulation makes allowance for errors or omissions on the part of the Bidders.

j. Samples

1. When requested, samples shall be delivered to the HCPSS prior to the scheduled RFP response opening. Samples are not required when none are requested. Samples shall be properly labeled to indicate name of Bidder, date of RFP opening, RFP number, and item number. In the event the Purchasing Office requests a sample after the RFP response opening, the sample shall be delivered within ten (10) days of request for award consideration. Delivery shall be to: HCPSS Purchasing Office.
2. In the event a sample is consumed or destroyed in the evaluation process, HCPSS shall be held harmless and not liable for any cost of sample(s).
3. Samples from the awarded Bidder may be held during the contract performance period as a standard of quality and will be available for return upon contract completion.

k. Ethics Regulations

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

l. Signature to RFP Response

The section titled "RFP SIGNATURE SHEET" shall be completed to provide all the information requested and signed by the person or persons legally authorized to sign contracts.

m. Taxes

The Howard County Public School System is Maryland Sales Tax exempt. Except for Maryland Sales Tax, all prices quoted shall be firm and include any additional fees and charges for the term of the contract.

n. Bidder Qualifications

1. Bidders may be required to furnish satisfactory evidence that they are qualified dealers or manufacturers of the items listed, or regularly engaged in performing the services on which they are replying to the RFP, and in both cases maintain a regularly established place of business. An authorized representative of HCPSS may visit any prospective Bidder's place of business to determine his ability, capacity, reliability, financial stability, and other factors necessary to perform the contract.
2. Bidders must be licensed to do business in the State of Maryland.
3. HCPSS reserves the right to require that the Bidder demonstrate that it has the skills, equipment, and other resources to satisfactorily perform the nature and magnitude of work.

o. Basis for Award

1. Contract award will be made by the Board of Education based on the evaluation criteria listed in Section 4.3.3 HCPSS Evaluation Criteria.
2. HCPSS hereby reserves the right to select the particular response to this RFP, which it believes will best serve its business and operational requirements, considering the evaluation criteria set forth in this document.
3. HCPSS hereby reserves the right to make an award of the RFP for all items, or any parts, thereof, to one or more Bidders, as set forth in detail under the information furnished in this document. HCPSS further reserves the right to consider information other than price when evaluating RFP responses.
4. In the event of a tie where all factors are equal, award shall be made to the Howard County Bidder, the out of County Bidder but incorporated in Maryland, and the Bidder not incorporated in Maryland, in that order of preference. If Bidders within one of these geographical designations are equal as to all factors of consideration, the award shall be made by the toss of a coin.
5. The Board of Education of Howard County reserves the right to reject any or all RFP responses, to make partial

awards, to waive any irregularity, to increase or decrease quantities where quantities are shown and may reject any RFP which indicates any omission, contains alteration of form or additions, or imposes conditions or offers alternate items and may make any award which is deemed in the best interest of HCPSS.

6. The following evaluation criteria in Section 4.3.3 will be used by HCPSS to evaluate all Bidder responses to this RFP.

p. Price Adjustments

The Howard County Public School System will consider adjustments based on reasonable requests, Consumer Price Index indicators and other documented or justified adjustments.

q. Quantities

The school system makes no guarantee that any or all of the photography work will be assigned to the selected Bidder.

r. Clarifications and Addenda

1. Should a Bidder find discrepancies in the RFP documents, or should they be in doubt as to the meaning or intent of any part thereof, they must, no later than seven (7) days (Saturdays, Sundays and holidays excluded) prior to the RFP due date, request clarification in writing (written emails from the Bidder's office are acceptable) from the HCPSS Issuing Office, who will issue a written Addendum to the RFP. Failure to request such clarification is a waiver to any claim by the Bidder for expense made necessary by reason of later interpretation of the RFP documents by HCPSS. Requests shall include the RFP number and name.

2. Oral explanations or instructions will not be binding; only written addenda will be binding. Any Addenda resulting from these requests will be posted on the HCPSS Purchasing website, <https://purchasing.hcpss.org/business-opportunities>, no later than two days prior to the RFP due date. It is the Bidder's responsibility to check this site frequently for posted addenda. The Bidder shall acknowledge the receipt of all addenda on the Form of RFP.

s. Resolution of Disputes

1. RFP rejection for non-responsiveness and/or non-responsibility shall be made using the criteria guidelines as stated in the Instructions to Bidders, Terms and Conditions, and Technical Specifications.
2. After RFP opening and RFP review, but prior to RFP award, if a Bidder's entire RFP response is declared to be non-responsive and/or non-responsible, the Bidder will be notified as to the reason(s) for rejection.
3. Protests shall be filed in writing to the Purchasing Office within two days after notification.
4. Protests shall include the basis for the protest or appeal, complete in all respects, with relief sought, and whether the protester wishes to have a hearing with respect to the protest or appeal.
5. Protests shall be addressed to Howard County Department of Education, 10910 Clarksville Pike, Ellicott City, Maryland 21042, Attn.: Purchasing Office, labeled "Protest". The written protest shall include as a minimum the following:
  - i. Name and address of the protester
  - ii. Appropriate identification of the RFP
  - iii. Supporting exhibits, evidence, and/or documents to substantiate any claims
  - iv. Suggested remedies

t. Multi-Agency Participation

1. Under §5-112, Paragraph (3) of the Education Article of the Annotated Code of Maryland HCPSS may with Board of Education approval participate in contracts for goods or commodities that are awarded by other public agencies or by intergovernmental purchasing organizations if the lead agency for the contract follows the public Bidding procedures. HCPSS therefore reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. A copy of the contract pricing and

the RFP requirements incorporated in this contract will be supplied to requesting agencies.

2. Each participating jurisdiction or agency shall enter into its own contract with the Award Bidder(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Award Bidder(s).

u. Procurement Card

The Howard County Public School System utilizes a Purchasing Card Program. Purchases resulting from this solicitation may be made through Visa credit card. Bidders are prohibited from charging any additional costs/fees above and beyond the established contract prices to process such orders. Bidders lacking Visa capability should contact the Purchasing Office.

v. Minority Business Enterprise Participation

It is the goal of The Howard County Public School System that Maryland Department of Transportation certified minority business enterprise firms participate in a minimum of twenty-five percent (25%) of the total dollar value of this procurement.

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## **Section IV: TECHNICAL PROPOSAL EVALUATION CRITERIA**

### **4.1 Introduction**

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

### **4.2 Submittal Evaluation and Selection**

4.2.1 The HCPSS will evaluate submittals on the basis set forth in this section. Qualified vendors will be asked to perform product demonstrations. Such demonstrations will be based upon the HCPSS functional needs and requirements. A contract may be awarded to the Contractor(s) whose submittal best meets HCPSS requirements and needs at the time of the award.

4.2.2 Submittals shall comprehensively address all 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.

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

4.2.4 **Only the firms whose proposal has achieved the required 70% minimum, or better technical score will be considered for award.** HCPSS reserves the right to make an award with or without negotiations or request best and final offers or to make an award without further review.

4.2.5 Based on the results of the preliminary evaluation, the highest rated offerors may be invited by the Director of Procurement and Materials Management to make oral presentations to the Selection Advisory Committee. This committee shall then conduct a final evaluation of the proposals. The Selection Advisory Committee shall then negotiate a contract with the highest rated offeror. At this time, the offeror and the Selection Advisory Committee may negotiate any changes desired in the offer if deemed in the best interest of HCPSS. If a satisfactory contract cannot be negotiated with the highest qualified offeror, negotiations shall be formally terminated. Negotiations shall then be undertaken with the second rated offeror and so on.

4.2.6 The Director of Procurement and Materials Management may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.

4.2.7 Offerors are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of the Director of Procurement and Materials Management, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Hence, proposals should be submitted initially on the most complete and favorable terms from a technical standpoint which offerors are capable of submitting to HCPSS. Should proposals submitted require additional clarification and/or supplementary information, offerors should be prepared to submit such additional clarification and/or supplementary information, in a timely manner, when so requested.

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

**4.3 Basis for Award**

4.3.1 The Howard County Public School System reserves the right to award the contract in the aggregate, by individual service, or any combination, whichever is in the best interest of the HCPSS or to make multiple awards in a primary, secondary manner depending on the capacity of the awarded vendors to service the school system.

4.3.2 A Selection Advisory Committee has been established to review and evaluate all proposals submitted in response to this Request for Proposal. The Committee shall conduct a preliminary evaluation of all proposals based on the information provided with the statement of qualifications, and the evaluation criteria listed below.

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

A numeric evaluation system based on 100 evaluation points will be used to score the **proposals**. The maximum points awarded for each category are listed below.

<b>Price (50% of Weight)</b>	<b>Score</b>	<b>Weight</b>	<b>Weighted Score</b>
Lowest Cost to Students/Parents	0-10	20%	0
Commissioning Structure	0-10	10%	0
Signing Bonus	0-10	10%	0
Photographic Package Sampling			
*Wallet			
*5 x 7			
*8 x 10			
*Special Features Such as Panoramic, 3D, etc.			
Range of Complimentary School Offered Packages and Sitting Options	0-10	10%	0
<b>Subtotal</b>		<b>50%</b>	0
<b>Service Requirements (50% of Weight)</b>			
Variety of Packages-Range and Depth of Package Offerings Such as Memory/Yearbook Portraits, School, Sponsored Athletics, and Events	0-10	10%	0
Capability to Offer Various Media Formats Such as Cloud Access, DVD, and Other Digital Formats	0-10	5%	0
Ability to Interface with Various Yearbook and Other Publisher of Memory Album Firms	0-10	10%	0
Ability to Comply with Student Security and Confidentiality Requirements	0-10	10%	0
Online Ordering and Access Capabilities	0-10	5%	0
School Contract Compliance with Board Requirements and/or Limited Exceptions	0-10	5%	0
Parent Contract Degree of Simplicity and Restrictions or Limitations	0-10	5%	0
<b>Subtotal</b>		<b>50%</b>	0
<b>Total</b>		<b>100%</b>	



**Score = Ranges from 0 if Bidder's response did not meet criteria to 10 if Bidder's response completely met criteria**

**Weight = Ranges from 0% for least overall importance to 100% for most overall importance.**

**Weighted Score = Score x weight to take into account Bidder meeting criteria used for final Bidder proposal selection.**

HCPSS may request additional information about or clarification of Technical Offers.

HCPSS hereby reserves the right to solicit best and final offers only from four Offerors receiving the highest evaluated scores.

HCPSS hereby reserves the right to negotiate or modify any element of the Technical Offer to ensure that the best possible arrangements for achieving the stated purpose are obtained.

***Remainder of This Page Intentionally Blank***

## **Section V: TECHNICAL PROPOSAL FORMAT**

**Note: No pricing information is to be included in the Technical Proposal.**

When submitting a technical proposal, the following minimum information must be provided. Please note that your proposal, if considered responsive, will be rated against other responsive submissions and the evaluation criteria described under Section IV. Technical Proposal Criteria. Financial statements are to be included in the technical proposal – not the price proposal. **Proposals that do not contain the following information may be rejected.**

### **1. FORMAT OF TECHNICAL PROPOSAL**

The Technical Proposal shall include the following documents and information in the order specified as follows. Each section of the Technical Proposal should be separated by a TAB as detailed below:

#### **g.1 Executive Summary (Submit under TAB A)**

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

#### **g.2 Title Page and Table of Contents (Submit under TAB B)**

The Technical Proposal should begin with a Title Page bearing the name and address of the Offeror and the name and number of this RFP. A Table of Contents should follow the Title Page for the Technical Proposal, organized by section, subsection, and page number.

#### **g.3 Transmittal Letter (Submit under TAB C)**

Offerors must submit with their submittals a transmittal letter that identifies the entity submitting the submittal, all principals, and includes a commitment by that entity to provide the services required by HCPSS. **The transmittal letter must state that the submittal is valid for 120 days from the deadline for delivery of submittals. Any submittal containing a term of less than 120 days for acceptance from this deadline will be rejected as non-responsive.**

The transmittal letter must be signed by a person legally authorized to bind the Offeror to the representations in the response. In the case of a joint submittal, each party must sign the transmittal letter. The Offeror also must indicate, in its transmittal letter, why it believes it is the most qualified respondent to provide the requisite services. The transmittal letter must include a statement of acceptance of the terms and conditions as specified in this RFP and of the contract resulting from this RFP (a copy of the HCPSS Standard Contract appears as Appendix E. If an Offeror takes exception to any of the proposed terms and conditions or the Standard Contract; those exceptions must be noted in the transmittal letter; however, failure to accept those terms and conditions may result in disqualification of the submittal. Offerors are encouraged to submit any questions with regard to terms and conditions and the Standard Contract prior to the deadline of this RFP for the submission of questions.

#### **g.4 An original, unaltered, executed solicitation document including any addenda issued by HCPSS (Submit under Tab D).**

**g.5 Offeror Response to RFP Requirements and Proposed Work Plan (Submit under TAB E)**

The Offeror shall address each Scope of Work requirement in its Technical Proposal and describe how its proposed services will meet or exceed the requirement(s). The Offeror shall give a definitive **section-by-section** description of the proposed plan to meet the requirements of the RFP, i.e., a Work Plan. The Work Plan shall include the specific methodology and techniques to be used by the Offeror in providing the required services as outlined in RFP *Scope of Work*.

**g.6 Experience and Qualifications of Proposed Staff (Submit under TAB F)**

The Offeror shall include a completed and accurate Qualification/Experience Affidavit.

The Offeror shall identify the number and types of staff proposed to be utilized under the Contract.

The Offeror shall describe in detail how the proposed staff's experience and qualifications relate to their specific responsibilities, including any staff of proposed subcontractor(s), as detailed in the Work Plan. The Offeror shall include individual resumes for the Key Personnel.

**g.7 Equal Employment Opportunity Practices (Submit under TAB H)**

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.

**g.8 Conflict of Interest (Submit under TAB I)**

Each Offeror must disclose any existing or potential conflict of interest relative to the performance under the Contract. Examples of potential conflicts may include an existing business or personal relationship between Offeror, its principal, or any affiliate or subcontractor, with HCPSS or any other entity or person involved in any way in the Contract.

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

**2. OFFEROR'S QUALIFICATIONS AND CAPABILITIES (Submit under Tab F)**

The Offeror shall include information on past experience with similar projects and/or services.

The Offeror shall describe how its organization can meet the requirements of this RFP and shall include the following information:

1. The number of years the Offeror has provided the similar services;
2. The number of clients/customers and geographic locations that the Offeror currently serves;
3. The names and titles of headquarters or regional management personnel who may be involved with supervising the services to be performed under this Contract;
4. The Offeror's process for resolving billing errors; and
5. An organizational chart that identifies the complete structure of the Offeror, including any parent company, headquarters, regional offices, and subsidiaries of the Offeror.

6. The organizational chart that identifies the complete structure of the Offeror, including any parent company, headquarters, regional offices, and subsidiaries of the Offeror.

**3. PRICE PROPOSAL**

Under separate sealed cover from the Technical Proposal, the Offeror shall submit an original unbound copy and an electronic version in Microsoft Word or Microsoft Excel of the Price Proposal. The Price Proposal shall contain all price information in the format specified in the Section VII.

Price proposals are to be fully loaded prices that include, but are not limited to, all labor, profit/overhead, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in the solicitation. No other amounts will be paid to the Contractor.

It is imperative that prices entered on the Price Proposal Form are correct and accurately calculated by the Offeror. Incorrect entries or inaccurate calculations by the Offeror may cause the Proposal to be rejected.

Except as instructed on the Price Proposal Form, nothing shall be entered on or attached to the Price Proposal Form that alters or proposes conditions or contingencies on the prices. Alterations and/or conditions may cause the Proposal to be rejected.

***Remainder of This Page Intentionally Blank.***

**Section VI: TECHNICAL & PRICE**  
**PROPOSAL FORM**

RFP# 046.23.B7

Supplemental Student Photography Services

**RFP RESPONSR PRICE SHEET**

**Bidder Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Stuart Feldman  
Purchasing Office  
Howard County Public School System  
10910 Clarksville Pike  
Ellicott City, MD 21042

The undersigned hereby submits a RFP response price to provide all labor, materials, equipment, and supervision to complete the services set forth in RFP# 046.23.B7. The entire RFP response document, including Terms and Conditions, Procurement Specifications, General Provisions, RFP Response Price Sheet, RFP Signature Sheet, and any addenda or drawings added, will be part of any resulting contract.

**I. PRICE**

**1. Cost of Various Packages to Students/Parents (attach additional sheets as necessary) \$** \_\_\_\_\_

**2. Commission Structure** \$ \_\_\_\_\_

**3. Signing Bonus** \$ \_\_\_\_\_

**4. Cost for Individual Prints:**

Wallet  
5 x 7  
8 x 10, etc. \$ \_\_\_\_\_

**5. Special Features Such as Panoramic, 3D, etc.** \$ \_\_\_\_\_

**6. Range of Complimentary School Offered Packages and Sitting Options** \$ \_\_\_\_\_  
(attach additional sheets as needed)

**Total of Items 1 through 6** \$ \_\_\_\_\_

**II. REFERENCES**

**Bidders should provide three (3) organization references where your company has provided similar service. HCPSS will contact these references for verification.**

**1. Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**2. Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**3. Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**III. BIDDER INFORMATION**

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Number of Years in Business

\_\_\_\_\_  
Street Address

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

\_\_\_\_\_  
Telephone#

\_\_\_\_\_  
Fax#

\_\_\_\_\_  
Web Address

**IV. CONTACT INFORMATION FOR CONTRACT ADMINISTRATION**

In the event your firm receives a contract as a result of this RFP response, please designate an employee whom HCPSS may contact during the contract period for contract administration issues or questions.

Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

\_\_\_\_\_

Fax \_\_\_\_\_

Email \_\_\_\_\_

Cell Phone \_\_\_\_\_

eMaryland Advantage (eMMA) Vendor ID No. \_\_\_\_\_

**THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM**

**RFP 046.23.B7**

**RFP SIGNATURE PAGE**

**A. BIDDER'S CERTIFICATION**

1. I/we hereby certify to furnish and deliver supplies, equipment, or services in accordance with specifications and stipulations contained herein, and at the RFP prices quoted. I/we certify that this RFP response is made without any previous understanding, agreement, or connection with any person, firm, or corporation submitting a RFP response for the same supplies, materials, or equipment and is in all respects fair and without collusion or fraud.
2. I/we certify that this RFP response is made without having contacted any employee within The Howard County Public School System unless such contacts were previously authorized by the Purchasing Officer.
3. I/we certify that this RFP response is genuine and not collusive or sham, that said Bidder has not colluded, conspired, connived, and agreed, directly or indirectly, with any Bidder or person to submit a sham RFP response or to refrain from responding to this RFP and is not in any manner, directly or indirectly, sought by agreement of collusion, communication, or conference with any person to fix the RFP response prices of the affidavit or any other Bidder, or to fix overhead, profit, or cost element of this RFP response price, or that of any Bidder, or to secure any advantage against the Board of Education of Howard County or any other person interested in the proposed contract, and that all statements in this RFP response are true.
4. I/we 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 Annotated 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 five years, or a fine not exceeding \$5,000.00, or both.
5. I hereby certify that I am authorized to sign for the Bidder.

**B. BIDDER DISQUALIFICATION – BRIBERY**

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



Submitted by: \_\_\_\_\_

**(Bidder Name)**

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

\_\_\_\_\_  
**(City, State, Zip)**

\_\_\_\_\_  
**(Telephone Number)**

\_\_\_\_\_  
**(Person Authorized to Sign RFP Responses)**

\_\_\_\_\_  
**(Title of Authorized Representative)**

\_\_\_\_\_  
**(Signature of Authorized Representative)**

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

**APPENDIX A**  
**Qualifications/Experience Affidavit**

**Submitted by:**

---

Information furnished in response to this Affidavit and any verification made by HCPSS provides a basis for determining the responsibility of Offerors. If the experience or background of the Offeror is deemed insufficient or the Offeror's references inadequate, the Offeror may be determined not responsible, and its proposal rejected.

Offeror shall have at least 5 years' experience in providing work similar **in scope and complexity** to those described herein. The most recent experience must be within the past 48 months. HCPSS may consider relevant individual experience of key personnel when assessing the responsibility of the Offeror.

1. How many years has your firm been in the business of providing similar services/scope of work under your present legal name? \_\_\_\_\_ Years of relevant experience.

1a. Under a different legal name? \_\_\_\_\_ Years of relevant experience.

2. List at least three contracts/references similar to the work described herein, in which your organization has completed within the last five years (include company names, firm or government agency, address, contact person, phone number and email address). At least one contract must have been awarded within the past 24 months.

A. Project:

Beginning and End Date of Contract:

Address:

School District or Organization:

Contact Person: \_\_\_\_\_

Phone Number:

B. Project:

Beginning and End Date of Contract:

Address:

School District or Organization:

Contact Person: \_\_\_\_\_

Phone Number:

C. Project:

Beginning and End Date of Contract:

Address:

School District or Organization:

Contact Person: \_\_\_\_\_

Phone Number:

3. What is your Dunn and Bradstreet Rating? \_\_\_\_\_

4. How many people does your company currently employ on a:

A. Full-Time basis? \_\_\_\_\_ B. Part-Time basis? \_\_\_\_\_

5. Has your organization performed any contract, not included in #2 above, for any unit of the State of Maryland or Howard County Government over the last five years? (Please list names, addresses, dates and the government employee responsible for accepting the work).

6. Has your company or any of its officers or employees ever been found guilty of any criminal act in regard to the performance of a government contract or subjected to any penalty or liquidated damages arising out of poor or non-performance? Explain.

7. Has your company ever been suspended or debarred from bidding on contracts by the Board of Public Works or any other local, state or federal organization for any reason? Explain.

8. Has your company ever filed for bankruptcy/receivership or any other similar defalcation? Explain.

The signatory of this form hereby affirms that the information as set forth is accurate, truthful, and complete, to the best of his/her knowledge and belief.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

Name of Organization: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Title: \_\_\_\_\_

## APPENDIX B

### 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”). This agreement is valid for the entirety of the contractual arrangement between the VENDOR and HCPSS.

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: to provide school-based mental health services at schools throughout the Howard County Public School System (HCPSS) as assigned. Goals for the school-based mental health services are: 1) to provide programs that address early intervention and prevention services for students and families in need, and 2) to increase access to ongoing mental health services for HCPSS students and families in a non-stigmatizing environment.
- 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 Education Record only for the purpose of fulfilling its duties under this Agreement.
  - E. **Data De-Identification:** VENDOR may use de-identified Data for product development or other internal purposes only. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to: name, ID numbers, date of birth, demographic information, location information, and school ID. Furthermore, VENDOR agrees not to attempt

to re-identify de-identified Data.

- F. **Data Mining, Marketing and Advertising:** Except as indicated in Section E above, VENDOR is prohibited from mining CLIENT DATA for any purposes other than those agreed to by the parties. **Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited. Any and all forms of advertisement, directed towards children, parents, guardians, or District Employees will be strictly prohibited unless allowed with express written consent of the District.**
- G. **Modification of Terms of Service:** VENDOR will not change how CLIENT DATA are collected, used, or shared under the terms of this Agreement in any way without advance notice to the CLIENT. This Agreement is the entire agreement between the CLIENT (including all District end users) and the VENDOR. All other agreements or understandings, whether electronic, click-through, verbal or in writing, with District Employees or other End Users shall be null and void.
- H. **Data Sharing:** VENDOR will not share CLIENT DATA with or disclose it to any third party, except to affiliated subcontractors, agents, or third-party service providers of the VENDOR as required to fulfill the purpose of this agreement, without prior specific and informed written consent of the CLIENT, except as required by law.
- I. **Data Storage:** CLIENT DATA will not be stored outside of the United States without prior, specific, and informed written consent from the CLIENT.
- J. **Data Deletion:** Upon termination or completion of the Services hereunder and at the request of the CLIENT, VENDOR will delete the CLIENT DATA, provided that VENDOR may maintain archival copies for audit purposes and dispute resolution purposes. If VENDOR maintains archival copies of CLIENT DATA, VENDOR shall remain under the contractual obligations of this agreement regarding the maintenance and use of CLIENT DATA. This Section shall survive the termination of this Agreement.
- K. **Terms, Data Transfer, Survival and Destruction:** The CLIENT may immediately terminate the Agreement if the CLIENT determines the VENDOR has breached this Agreement. The Agreement will automatically terminate at the expiration date. However, the VENDOR's obligations shall survive termination of this Agreement until ALL CLIENT Data has been returned and/or securely removed or destroyed. VENDOR will ensure that all Data in its possession and in the possession of any subcontractors, or agents to which the VENDOR may have transferred Data, are destroyed.
- L. **Rights and License:** All goods, products, materials, documents, reports, writings, video images, photographs, papers and intellectual property of any nature including software or computer images prepared by the VENDOR (or subcontractors) for the CLIENT or from CLIENT-provided material will not be disclosed to any other person or entity and remains the property of the CLIENT. All student-produced work remains the property of the CLIENT or that eligible student. The VENDOR has a limited, nonexclusive license to the data described herein solely for the purpose of performing its obligations as outlined in the Agreement. This Agreement does not give VENDOR any rights, implied or otherwise, to CLIENT Data, content, or intellectual property, except as expressly stated in the Agreement, including any right to sell or trade CLIENT Data. VENDOR will not use CLIENT's NAME or CLIENT DATA in any publications, without prior and specific writing authorization from the CLIENT. No part of this clause will prevent the VENDOR from sharing its open educational resources developed for public distribution on its platform.

- M. **Access:** Except as otherwise expressly prohibited by law, the VENDOR will immediately notify the CLIENT of any subpoenas, warrants, or other legal orders, demands or requests, including Audits, and governmental requests and demands, received by the VENDOR seeking CLIENT Data. If the CLIENT receives a similar request, the CLIENT will promptly provide the VENDOR with a copy of official request and the records or information required by the CLIENT to respond.
- N. **Security Controls and Risk Management:** VENDOR will store and process CLIENT Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to: 1) ensure the security and confidentiality of CLIENT DATA; 2) protect against any anticipated threats or hazards to the security or integrity of CLIENT DATA; 3) protect against unauthorized access to or use of CLIENT DATA that could result in substantial harm or inconvenience to any customer or to any client employee and/or student; and 4) dispose of CLIENT DATA Information in a secure manner.
1. To comply with the safeguard obligations generally described above, VENDOR has (a) designated an employee to coordinate its information security program, (b) identified reasonably foreseeable internal and external risks to the security, confidentiality, and integrity of CLIENT DATA that could result in the unauthorized disclosure, misuse, alteration, destruction, or other compromise of such data, and assessed the sufficiency of any safeguards in place to control these risks, and (c) designed and implemented information safeguards to control the risks identified through the risk assessment, and regularly tests or otherwise monitors the effectiveness of safeguards' key controls, systems and procedures.
  2. VENDOR will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. VENDOR will also have a written incident response plan, to include prompt notification of HCPSS in the event of a security or privacy breach (as hereinafter defined), 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 (a "BREACH") unless it is determined by law enforcement that such notification would impede or delay their investigation. VENDOR shall have actual or constructive knowledge of a BREACH if VENDOR actually knows there has been a BREACH or if VENDOR has reasonable basis in facts or circumstances, whether acts or omissions, for its belief that a BREACH 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 BREACH. VENDOR shall promptly take appropriate action to mitigate such risk or potential problem at VENDOR's expense. In the event of a BREACH, 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 CLIENT Data, and institute appropriate measures to prevent any recurrence of the problem as soon as is commercially practicable.

- P. **Employee and Subcontractor Qualifications:** VENDOR shall ensure that its employees and all subcontractors who have potential access to CLIENT DATA possess all needed qualifications to comply with the terms of this Agreement. Further, all employees and subcontractors are subject to the same FERPA compliance in relation to the 'school official' designation and shall be trained that the re-disclosure of PII and/or confidential information will violate federal and state laws and may result in criminal and/or civil penalties.
- Q. **Governing Law:** This agreement shall be governed by and construed in accordance with the laws of Maryland, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the appropriate Maryland Court. VENDOR will comply with Maryland Education Code ANN. § 4-131, "Operators of School Internet Web sites, Online Services, Online Applications, and Mobile Applications." VENDOR agrees to be bound as an "operator" under the law regardless of the VENDOR's exemptions that may exist in Maryland Education Code ANN. § 4-131(a)(3).
- R. **Compliance:** In addition to complying with FERPA and the Maryland Education Code cited above, the VENDOR shall ensure that its products and services comply with the Federal Protection of Pupil Rights Act (34 CFR Part 98), the Federal Children's Internet Protection Act (47 CFR 54.520), and the Federal Children's Online Privacy and Protection Act (16 CFR Part 312).
- S. **Indemnification:** VENDOR agrees to indemnify and hold harmless the Board of Education of Howard County for any damages or costs, including reasonable attorney's fees, which arise out of any negligence or misconduct by VENDOR, its agents and employees concerning its obligations under the terms of this Data Sharing Agreement.
- T. **Limitation of Liability:** VENDOR shall be liable for any and all damages, costs and attorneys' fees which CLIENT may incur as a result of any claims, suits and judgments against CLIENT which arise out of any breach of this Agreement of the VENDOR, its employees, servants, representatives or agents under the term of this Agreement.
- U. **Monitoring:** VENDOR agrees to allow CLIENT the ability to audit VENDOR's use of CLIENT DATA to ensure compliance with the terms of the Agreements.

***Signatures are on the next page.***



CLIENT:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name Title

\_\_\_\_\_  
Date

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

VENDOR:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Address

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

**APPENDIX C**  
**INSURANCE REQUIREMENTS**

**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
- \$ 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

**PROPOSAL AFFIDAVIT**  
**Supplemental Student Photography Services 046.23.B7**

Date: \_\_\_\_\_

Bidder: \_\_\_\_\_

**CONTACT FOR INSIDE CONTRACT ADMINISTRATION**

In the event your organization receives a contract as a result of this Invitation for Bid, please designate an inside person whom we may contact during the period of the contract for prompt contract administration:

Name _____	Title _____
Address _____	Phone _____
_____	Fax _____
e-mail _____	Pager/cellular _____

**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.

**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 Form of Proposal on behalf of and as authorized by the bidder named below.

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

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

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

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

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

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

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

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

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

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

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

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

( ) Corporation

( ) Partnership

( ) Individual

( ) Other

**APPENDIX E  
STANDARD CONTRACT**

**AGREEMENT FOR PROFESSIONAL SERVICES**

AGREEMENT # 020.23.B5

THIS AGREEMENT is entered into this \_\_\_\_ Day of \_\_\_\_\_ 2022, effective as of this date, by and between the Board of Education of Howard County (hereinafter referred to as the "Board") and \_\_\_\_\_ Contractor, (hereinafter referred to as the "Contractor").

**RECITALS**

WHEREAS, the Contractor submitted a proposal to RFP #020.23.B5 issued by the Board and has been selected to perform professional services in accordance with the terms and conditions expressed in the RFP;

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

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

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

**ARTICLE I - CATEGORY OF WORK AND SERVICES**

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

Request for Proposal No. 020.23.B5, and \_\_\_\_\_ (contractor name)  
proposal dated \_\_\_\_\_ date.

**ARTICLE II - TERMS AND CONDITIONS**

Contractor agrees to perform the work and services required under this Agreement in accordance with RFP #020.23.B5, whose provisions for professional services are incorporated herein by reference.

**ARTICLE III - TERM OF AGREEMENT**

The term of agreement shall begin upon award for a period of one (1) years. The contract will have the ability to be renewed for up to five (5) years, one (1) year at a time. Funding after the first fiscal year will be subject to budget authority and appropriation and performance.

**ARTICLE IV - PAYMENTS AND SCHEDULE OF PAYMENTS**

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

**ARTICLE V - INSURANCE**

The Contractor agrees to and has complied with the insurance requirements set forth in the RFP.



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

Accepted by:

Contractor Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Witness: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

**BOARD OF EDUCATION OF HOWARD COUNTY**

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Antonia Watts Date  
Chair  
Board of Education of Howard County

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Robert Bruce  
Director of Procurement and Materials Management  
Howard County Public School System

**APPROVED FOR LEGAL FORM AND SUFFICIENCY\***  
(Subject to Execution by a Duly Authorized Representative and  
Chair of the Board of Education of Howard County)

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**OFFICE OF GENERAL COUNSEL**

\*Approval of Legal Form and Sufficiency Does not Convey Approval or  
Disapproval Of the Substantive Nature of this Transaction.  
Approval is Based Upon Typeset Document- All Modifications Require Re-Approval.

**APPENDIX F**  
**EDUCATION ARTICLE 6-113.2 AFFIDAVIT**

**A. AUTHORITY**

I HEREBY AFFIRM THAT:

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

\_\_\_\_\_ (Name of company).

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

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

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

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

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

1. Review an applicant's employment history by contacting employers listed by the

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

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

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

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

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

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

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

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the requirements of Section 6-113.2 of the Education Article, Annotated Code of Maryland.

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

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

Date: \_\_\_\_\_

By: \_\_\_\_\_ (Printed Name of Authorized Representative and affiant)

\_\_\_\_\_  
(Signature of Authorized Representative and affiant)

## APPENDIX G

### EMPLOYEE DATA SHARING AGREEMENT: APPLICABLE TO HOWARD COUNTY PUBLIC SCHOOL SYSTEM USERS AND VENDORS

This Amendment is an agreement between [Name of Company] ("\_\_\_\_\_", "VENDOR", or "Company") and the Howard County Public School System ("HCPSS," "System," or "CLIENT") for term beginning on \_\_\_\_\_ and ending on \_\_\_\_\_.

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 Terms of Service (TOS) of all agreements between the parties ("Current Contracts") are hereby modified by this Amendment as they pertain to HCPSS's use of the Company's Site and/or Services.

- A. **Definition of "Data"**: Non-public information, including all Personally Identifiable Information (PII), and information related to students, employees, metadata, and user content.
- B. **Definition of "Personally Identifiable Information" (PII)**: Information that reasonably could lead to identification of an individual either directly or in conjunction with other available information, including, but is not limited to, a person's name and/or identification number, date of birth, race/ethnic or other demographic information, personal address, and identification of school or other work location.
- C. **Definition of Employee Data**: Information pertaining to an individual employee's, agent's, contractor's, or subcontractor's personal information, financial information, social security number, health insurance, work performance, demographic data, evaluations, family data, education, training, professional licenses and all other similar information of a confidential nature prohibited from public disclosure, unless otherwise available under applicable state and federal laws and regulations.
- D. **Definition of Confidential Information**: *Information, not generally known, and proprietary to VENDOR or CLIENT or to a third party for whom VENDOR or CLIENT is performing work, including, without limitation, information concerning any patents or trade secrets, confidential or secret designs, processes, formulae, source codes, plans, devices or material, research and development, proprietary software, analysis, techniques, materials or designs (whether or not patented or patentable), directly or indirectly useful in any aspect of the business of VENDOR or CLIENT. Confidential Information includes all information which VENDOR or CLIENT acquires or becomes acquainted with during the period of the Agreements, whether developed by VENDOR, CLIENT or others, which VENDOR or CLIENT has a reasonable basis to believe to be Confidential, such as data that is personally identifiable to an individual employee, agent or contractor and information within the definition of "Employee Data." The parties agree that the following will be treated as "Confidential Information": (i) all database information ("Data") provided by or on behalf of CLIENT to VENDOR; (ii) all information provided by VENDOR to CLIENT pertaining to the Services; (iii) all information which is labeled as such in writing and prominently marked as "Confidential," "Proprietary" or words of similar meaning by either party; or (iv) business information of a party which a reasonable person would understand under the circumstances to be confidential.*
- E. **Data Collection and Use**: VENDOR will only collect and use CLIENT Data for the purpose of fulfilling its duties and providing services under the Current Contracts and this Agreement (hereinafter collectively referred to as "the Agreements"), and for improving services under the Agreements.

1. Specific Data Shared Under this Agreement

- i. Xxx
- ii. Yyy
- iii. Zzz

- F. **Use of Confidential Information:** In performing services under the Agreements, VENDOR and CLIENT may be exposed to and will be required to use certain “Confidential Information”, as defined below. VENDOR and CLIENT along with their employees, agents or representatives will not, use, directly or indirectly, such Confidential Information for purposes other than the purposes outlined in the Agreements.
- G. **Maintenance of Confidentiality:** Any Confidential Information acquired or received by either party (the “Recipient”) in the course of the Agreements will not be disclosed or transferred to any person or entity other than to employees of a party and, as to VENDOR, for the purpose of performing its obligations under the Agreements. Confidential Information received under the Agreements will be treated with the same degree of care and security as each party uses with respect to its own Confidential Information, but not less than a reasonable degree of care. The parties agree to use Confidential Information only for the purpose of performance of the Agreements and to make no copies except as necessary for performance of the Agreements. Any confidential information and copies thereof made by a party, or any representative of a party, shall be completely and promptly destroyed at the conclusion of contract performance except as set forth in paragraph G.2 below.
1. Each party acknowledges that unauthorized disclosure or use of the Confidential Information by a party may irreparably damage the other party in such a way that adequate and/or complete compensation could not be obtained from damages in an action at law alone. Accordingly, the actual or threatened unauthorized disclosure or use of any Confidential Information by the Recipient shall give the other party the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys’ fees). Each party hereby waives the posting of a bond with respect to any action for injunctive relief.
  2. Upon termination or completion of the Services hereunder, upon request of CLIENT, VENDOR will deliver to CLIENT (in a VENDOR format) CLIENT’s Confidential Information as housed in VENDOR production database(s), provided that VENDOR may maintain archival copies for audit purposes and dispute resolution purposes and VENDOR may retain copies of Confidential Information on back-up media in which such Data is co-resident with other employment and income data. VENDOR shall remain under its contractual obligation of confidentiality and security to CLIENT and such obligations shall survive termination of the Agreement. This Section shall survive the termination of each of the Current Agreements and this Agreement.
- H. **Data De-Identification:** VENDOR may only use de-identified CLIENT Data for product development, research, or other internal purposes. De-identified Data will have all PII removed. Furthermore, VENDOR agrees not to attempt to re-identify de-identified Data.
- I. **Data Mining, Marketing and Advertising:** VENDOR is prohibited from mining PII 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 HCPSS employees, agents, and contractors or their families is prohibited. Any and all forms of advertisement, directed towards HCPSS students, parents, guardians, HCPSS employees, agents, and contractors is strictly prohibited unless allowed with express written consent of HCPSS.**
- J. **Modification of Terms of Service:** VENDOR will not change in any way how Data are collected,

used, or shared under the terms of the Agreements without advance notice to and written consent from CLIENT. The Agreements are the entire agreements between CLIENT (including all CLIENT end users) and the VENDOR. All other agreements or understandings, whether electronic, click-through, verbal or in writing, with HCPSS employees or other end users are superseded by this Employee Data Sharing Agreement.

- G. **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.
- K. **Data Storage:** CLIENT Data will not be stored outside of the United States without prior, specific and informed written consent from CLIENT.
- L. **Terms, Data Transfer, Survival and Destruction:** CLIENT may immediately terminate this Data Sharing Agreement if CLIENT determines VENDOR has breached the Agreements. Each of the Agreements will automatically terminate at their expiration date, except for VENDOR's continuing obligations set for in G.2 above.
- M. **Rights and License in and to Data:** All goods, products, materials, documents, reports, writings, video images, photographs, papers, and intellectual property of any nature including software or computer images prepared by 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. VENDOR has a limited, nonexclusive license to CLIENT Data solely for the purpose of performing its obligations as contained in the Agreements. The Agreements do not give VENDOR any rights, implied or otherwise, to CLIENT Data, content, or intellectual property, except as expressly stated in the Agreements, including any right to sell or trade such Data.
- N. **Access:** Unless expressly prohibited by law, VENDOR will notify CLIENT as soon as possible, but in no event later than 10 calendar days of receipt by VENDOR, of any subpoenas, warrants, or other legal orders, demands or requests, including audits, and governmental requests and demands, received by VENDOR seeking CLIENT Data. If CLIENT receives a similar request, VENDOR will promptly supply CLIENT with copies of records or information if required by CLIENT to respond.
- O. **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 PII and Confidential Information; 2) protect against any anticipated threats or hazards to the security or integrity of Confidential Information; 3) protect against unauthorized access to or use of Confidential Information; and 4) dispose of PII and Confidential Information in a secure manner.
  - 1. To comply with VENDOR security control and confidentiality obligations, 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 Information that could result in the unauthorized disclosure, misuse, alteration, destruction, or other compromise of such information, 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 security controls, systems and procedures.
  - 2. VENDOR will remediate any identified security vulnerabilities in a timely manner. VENDOR also will have a written incident response plan, to include prompt notification of HCPSS in the event of a breach of security, as well as best practices for responding to a breach of PII and/or Confidential Data. The VENDOR agrees to share its incident response plan upon request.

- P. **Data Breaches:** When VENDOR has actual or constructive knowledge of a breach which affects CLIENT's Data (an "Incident") VENDOR shall notify CLIENT in writing, as soon as commercially practicable, but not later than forty-eight (48) hours after the Incident, unless it is determined by law enforcement that such notification would impede or delay their investigation. If such a determination is made by Law enforcement, then 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 have actual or constructive knowledge of an Incident if VENDOR, through an employee or agent, has actual knowledge that there has been an Incident or if VENDOR, through an employee or agent, has reason to believe that an Incident has occurred, based on facts or circumstances, including unexpected or unexplained acts or omissions. The VENDOR shall promptly take appropriate action, at VENDOR's expense, to remediate the Incident and mitigate future risk of a future Incident. In the event an Incident damages or causes loss of CLIENT Data, VENDOR shall, at its sole cost and expense, fully repair or restore the CLIENT Data, including, without limitation any and all Confidential Information, and institute appropriate measures to prevent any recurrence of the problem as soon as is commercially practicable.
- Q. **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 the Agreements. Further, all employees and subcontractors as agents of VENDOR are subject to the same compliance with federal and state employment laws as VENDOR and should receive appropriate training, including confidentiality requirements contained in the Agreements and in federal and state laws.
- R. **Sex Offender Requirement:** Maryland law requires certain sex offenders to register with the local law enforcement agency. See Maryland Annotated Code, Criminal Procedure Article, §11-704. One of the purposes of this law, is to inform school systems when a Registered Sex Offender is residing or working in the area. When the sex offender registers, the local police are required to notify the Superintendent of Schools, and the Superintendent, in turn, is required to send a notice to school principals.

Maryland Law requires that any person who enters a contract with a county board of education or a non-public school "may not knowingly employ an individual to work at a school" if the individual is a registered sex offender. See §11-722 Criminal Procedure Article. An employer who violates this requirement is guilty of a misdemeanor and if convicted may be subject to up to five years imprisonment and/or a \$5,000 fine. As a contractor working for HCPSS, you are prohibited from employing Registered Sex Offenders to work on projects for the school system if they are required or permitted to perform delivery, installation, repair, construction, or any other kind of services **on HCPSS property**.

VENDOR shall screen its workforces 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 any personnel whose work may involve entering school property. The term "work force" is refers to all of the VENDOR's employees and to subcontractors and/or independent contractors VENDOR engages to perform work required by the Agreements. This is a material provision of the Agreements with VENDOR and violation of this provision may cause HCPSS to take action against VENDOR up to and including termination of the Agreements.

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.

VENDOR shall submit to HCPSS a listing of any employees assigned to perform work under the Agreements and shall certify that the necessary criminal history records checks have been conducted and that each employee complies with the requirements.

- S. **Governing Law:** The Agreements 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 the Agreements shall be brought solely in the appropriate Maryland Court.
- T. **Compliance:** In addition to complying with the confidentiality requirements herein and the Maryland Code sections cited above, VENDOR shall ensure that it complies with federal and state laws protecting the privacy of employee personnel records, including an employee's personal information included in the definition of "personal information" in the General Provision Article, Section 4-101.
- 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.
- V. **Indemnification:** VENDOR agrees to indemnify and hold harmless CLIENT, and its members, trustees, employees, agents, officers, and officials, from and against any and all liabilities, taxes, tax penalties, interest, losses, penalties, damages, and expenses of any kind, nature, or character, including costs and attorney fees, arising out of or relating to any and all claims, liens, damages, obligations, actions, suits, judgments, settlements, or causes of action in connection with or arising out of the acts or omissions of either Party or its employees, subcontractors, or agents under the Agreements. This provision expressly applies to, but is not limited in application to, matters and circumstances involving or implicating the unauthorized use of any trade secrets, or United States patent or copyright infringement, or any liability resulting from the unauthorized disclosure of PII or Confidential Information, or a breach of the obligations contained in this Data Sharing Agreement, including those obligations set forth in paragraph S above. The indemnities set forth herein will survive the expiration or termination of the Agreements.

CLIENT agrees to indemnify and hold harmless VENDOR, and its members, trustees, employees, agents, officers, and officials, from and against any and all liabilities, taxes, tax penalties, interest, losses, penalties, damages, and expenses of any kind, nature, or character, including costs and attorney fees, arising out of or relating to any and all claims, liens, damages, obligations, actions, suits, judgments, settlements, or causes of action arising out of the intentional or malicious acts of CLIENT or its employees, subcontractors, or agents under the Agreements. This provision expressly applies to, but is not limited in application to, matters and circumstances involving or implicating the unauthorized use of any trade secrets, or United States patent or copyright infringement or any liability resulting from the unauthorized disclosure of PII or Confidential Information or a breach of the obligations contained in this Data Sharing Agreement. Nothing herein shall be construed to abrogate, impair, or waive any defense, liability or damages limitation, or governmental immunity of the Howard County Public School System, the Board of Education of Howard County, or their officers and employees pursuant to Maryland law or otherwise. The indemnities set forth herein will survive the expiration or termination of the Agreements.



## APPENDIX H CONTRACTOR PERFORMANCE/EVALUATION SCORECARD

Price proposals are to be fully loaded prices that include, but are not limited to, all labor, profit/overhead, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in the solicitation. No other amounts will be paid to the Contractor.

It is imperative that prices entered on the Price Proposal Form are correct and accurately calculated by the Offeror. Incorrect entries or inaccurate calculations by the Offeror may cause the Proposal to be rejected.

Except as instructed on the Price Proposal Form, nothing shall be entered on or attached to the Price Proposal Form that alters or proposes conditions or contingencies on the prices. Alterations and/or conditions may cause the Proposal to be rejected.

NOTE: Amendments to solicitations often occur prior to the proposal due date and sometimes within as little as 24 hours prior to the time proposals are due. It is the Offeror's responsibility to frequently visit our website, [www.hcpss.org](http://www.hcpss.org) to obtain amendments. Completion of this Price Proposal Work Sheet indicates that you have read this section and checked the website for any amendments to this solicitation.

Pricing shall be provided per Student, per License, and by District. AACPS reserves the right to award the option that is in its best interest.

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

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

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

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

**Name of Contractor:** \_\_\_\_\_

**Name of Project:** \_\_\_\_\_ **Contract/Bid Number:** \_\_\_\_\_

**Reviewed by:** \_\_\_\_\_ **Department:** \_\_\_\_\_

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

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

## APPENDIX H CONTRACTOR PERFORMANCE/EVALUATION SCORECARD

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

Satisfaction with the contractor's performance:

	Highly Dissatisfied										Highly Satisfied										
1. <b>Quality of Work.</b> The contractor's ability to do the job right the first time.	1	2	3	4	5	6	7	8	9	10	N/A										
2. <b>Responsiveness.</b> 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. <b>Professionalism.</b> 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. <b>Resources.</b> The contractor's ability to provide his or her employees with the tools, parts, and supplies needed to do the job.	1	2	3	4	5	6	7	8	9	10	N/A										
5. <b>Schedule Management.</b> The contractor's ability to show up when scheduled and complete the work on time.	1	2	3	4	5	6	7	8	9	10	N/A										
6. <b>Quality Control.</b> The contractor's ability to identify problems and deficiencies before you do.	1	2	3	4	5	6	7	8	9	10	N/A										
7. <b>Deficiency Resolution.</b> The contractor's ability to rapidly correct deficiencies in his or her work.	1	2	3	4	5	6	7	8	9	10	N/A										
8. <b>Submittal Management.</b> 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. <b>Training.</b> The contractor's ability to provide employees well-trained in all aspects of their jobs.	1	2	3	4	5	6	7	8	9	10	N/A										
10. <b>Appearance.</b> The contractor's ability to keep uniforms, tools, and vehicles clean so as to portray a positive image.	1	2	3	4	5	6	7	8	9	10	N/A										
11. <b>Security.</b> The contractor's ability to safeguard your facilities and assets.	1	2	3	4	5	6	7	8	9	10	N/A										
12. <b>Safety.</b> The contractor's ability to keep the workplace safe and comply with OSHA requirements.	1	2	3	4	5	6	7	8	9	10	N/A										
13. <b>Utility Conservation.</b> The contractor's ability to use only the water, gas, electricity, and air conditioning needed to do the job.	1	2	3	4	5	6	7	8	9	10	N/A										
14. <b>Disruptions.</b> The contractor's ability to keep interruptions to the operations of your firm or agency to a minimum.	1	2	3	4	5	6	7	8	9	10	N/A										
16. <b>Quality of Materials.</b> The contractor's ability to use high quality parts and supplies.	1	2	3	4	5	6	7	8	9	10	N/A										
17. <b>Emergency Response.</b> The contractor's ability to rapidly restore normal operations after an emergency, power outage, or severe weather.	1	2	3	4	5	6	7	8	9	10	N/A										

## APPENDIX H

### CONTRACTOR PERFORMANCE/EVALUATION SCORECARD

- |   |                                 |
|---|---------------------------------|
| <p>18. <b>Hazardous Materials.</b> The contractor's ability to properly handle hazardous materials.</p>   | <p>1 2 3 4 5 6 7 8 9 10 N/A</p> |
| <p>19. <b>Innovation.</b> The contractor's ability to use new materials and adopt new methods to increase effectiveness.</p>  | <p>1 2 3 4 5 6 7 8 9 10 N/A</p> |
| <p>20. <b>Teamwork.</b> The contractor's ability to be a team player in order to assist in accomplishing the objectives of your firm or agency.</p>   | <p>1 2 3 4 5 6 7 8 9 10 N/A</p> |
| <p>21. <b>Cost Management.</b> The reasonableness of the contractor's costs, especially for contract changes.</p>   | <p>1 2 3 4 5 6 7 8 9 10 N/A</p> |
| <p>22. <b>Billing.</b> The contractor's ability to present correct and properly documented invoices.</p>  | <p>1 2 3 4 5 6 7 8 9 10 N/A</p> |
| <p>23. <b>Compliance.</b> The contractor complied with all rules, requests, regulations And requirements. This includes compliance with instructions Regarding interactions with students, staff, and others.</p> | <p>1 2 3 4 5 6 7 8 9 10 N/A</p> |

SAMPLE

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

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**Please return the completed survey by email to: [stuart\\_feldman@hcpss.org](mailto:stuart_feldman@hcpss.org)**

Thank you for your prompt assistance.