



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

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## REQUEST FOR PROPOSAL

### HCPSS Drug Prevention and Education

RFP #037.23.B6

The Howard County Public School System (HCPSS) invites your submittals to HCPSS Opioid Drug Prevention and Education, and Education Services for Howard County Public School System as specified in the attached Request for Proposals (RFP) No. 037.23.B6.

RFP documents may be obtained on **December 7, 2022** at the Howard County Department of Education, Purchasing online website at [www.hcpss.org/about-us/purchasing/current-bids/](http://www.hcpss.org/about-us/purchasing/current-bids/).

The Purchasing Office's contact for this solicitation is Mr. Afua Tisdale, [afua\\_tisdale@hcpss.org](mailto:afua_tisdale@hcpss.org).

Submittals shall be clearly marked "**RFP**", "**HCPSS Opioid Drug Prevention and Education- RFP #037.23.B6**" and submitted electronically via email in their entirety (all pages) in PDF format no later than **December 28, 2022 at 11:00 A.M.** to [BidsandProposals@hcpss.org](mailto:BidsandProposals@hcpss.org). 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 exceed 75MB, it is recommended that bidders submit separate emails labeled No.1, No.2, etc for each Volume (Technical Volume I and Cost – Volume II). Late Proposals will not be accepted. It is the submitting Firms responsibility to ensure that Proposals are received prior to the scheduled time.

It is the submitting firm'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 submitting firm ascertain if they have received all the addenda issued prior to submitting their proposal. Failure of any submitting firm to receive any such Addenda or interpretation may not relieve such submitting firm from obligation under his/her proposal as submitted.

All questions shall be directed, in writing, no later than **2:00 P.M., December 16, 2022** to Ms. Afua Tisdale, Procurement Specialist, [afua\\_tisdale@hcpss.org](mailto:afua_tisdale@hcpss.org). The Howard County Public School System is under no obligation to respond to any questions that are received after the cutoff date and time. Only answers provided via addenda issued by the HCPSS will be binding. Under no circumstances are firms, 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. **Firms failing to comply with this requirement may be disqualified.**

The Board reserves the right to waive any informalities in, or to reject any or all Proposals

Certified Minority Business Enterprises are encouraged to respond to this solicitation notice.

Please return the attached NO BID REPLY FORM if your firm does not bid this project. This form may be faxed to (410) 313-6789.

Afua Tisdale, CPPB  
Procurement Specialist

**HCPSS OPIOID DRUG PREVENTION AND EDUCATION  
RFP # 037.23.B6**

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

<b>ISSUE DATE:</b>	<u>December 7, 2022</u>
<b>SEALED BID FOR:</b>	<u>HCPSS OPIOID DRUG PREVENTION AND EDUCATION</u>
<b>RFP NUMBER:</b>	<u>RFP # 037.23.B6</u>
<b>PRE-BID DATE:</b>	<u>None</u>
<b>PRE-BID TIME:</b>	<u>December 14, 2022, at 3:30 PM (See Section 2.1 for additional information)</u>
<b>QUESTIONS DUE</b>	<u>December 16, 2022 at 2:00 PM, in writing (See "Notice to Bidders" for Instructions)</u>
<b>CONTRACT DURATION</b>	<u>4.5 months and beginning on or about January 17, 2023. No option renewals.</u>
<b>PROPOSAL DUE DATE:</b>	<u>December 28, 2022</u>
<b>BID DUE TIME:</b>	<u>11:00 A.M.</u>
<b>BUYER:</b>	<u>Ms. Afua Tisdale phone: 410-313-1559 fax: 410-313-6789 email: <a href="mailto:afua_tisdale@hcpss.org">afua_tisdale@hcpss.org</a></u>

**REQUEST FOR PROPOSALS**  
**FOR**  
**HCPSS OPIOID DRUG PREVENTION AND EDUCATION**

**RFP No. 037.23.B6**

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

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## **PART I –GENERAL INFORMATION**

### **1. OBJECTIVE**

The Howard County Public School System (HCPSS) has issued this Request for Proposals (RFP) to solicit proposals from qualified Offerors to decrease opioid use among students by working with the Howard County Health Department to conduct a needs and assets assessment of its middle and high schools and provide additional training, technical assistance, and resources to school-based staff to expand and improve opioid education and prevention activities.

#### **1.1 BACKGROUND**

The mission of the Howard County Public School System (HCPSS) is to ensure academic success and social-emotional well-being for each student in an inclusive and nurturing environment that closes opportunity gaps. HCPSS was awarded *The Howard County Public School System Youth Opioid Education & Prevention Program Grant* on July 1, 2022.

Funding is allocated to conduct the needs and assets assessment, employ facilitators to strengthen the knowledge and skills of school-based staff to improve education and prevention efforts, and provide resources and technical assistance to schools to identify and address root causes of opioid and other substance use among students. The contractor will also be responsible for facilitating a review of the findings with select staff from HCPSS and incorporating the findings into a final report to be shared with the HCPSS schools and community. The findings will be used to create interventions, programs and support for students and families within the school systems. The total contract amount cannot exceed \$50,000.

#### **1.2 Contractor Requirements: General Requirements**

The contractor will prepare a *Needs and Assets Assessment for The Howard County Public School System (HCPSS)*. The assessment will establish baseline opioid and other substance use within the Howard County adolescent community, and inform HCPSS to create relevant prevention and intervention resources and supports at each of the 20 HCPSS middle schools and 13 HCPSS high schools/education centers by May 31, 2023. The assessment will identify current state (use and community prevention and treatment efforts) compared to evidence-based need for prevention responses, including opioids, in the 20 middle schools and 13 high schools/education centers.

#### **1.3 Contractor Requirements: Scope of Work**

The contractor, supported by HCPSS, will

- 1.3.1 Gather all available state, local Howard County Health Department (HCHD) and system (HCPSS) specific **Quantitative and Qualitative data** from the Needs and Assets Assessment.

##### **A. Quantitative Data**

1. Conduct initial analysis of district- and school-level student drug use data using **state and local** - Youth Risk Behavior Surveys (YRBS), **local** Howard County Health Department's Bureau of Behavioral Health (HCHD BBH) data and needs assessments, and HCPSS **school system** discipline data. Create summary documents to share with school-based staff.
2. Data will be disaggregated by school and student groups (race/ethnicity, gender, socio-economic level)

##### **B. Qualitative Data**

1. Gather stakeholder input (ie. Students, families, staff, administrators) regarding student substance use and root causes. 2. Data will be disaggregated by school and student groups (race/ethnicity, gender, socio-economic level)

### **C. Literature Review**

1. Review evidence-based practices regarding current school system models in and outside of Maryland. We are seeking guidance on how HCPSS needs (as determined by the collection of data) can be met by evidence-based practices being successfully implemented in other school systems.

Data will be captured with the support of HCPSS and will be organized by the Contractor as follows by **March 31, 2023**:

- 1.3.2 Gather all available data regarding opioid and other substance use prevention and response services, policies, and programming in Howard County Public School Systems and Howard County agencies. Data will be captured with the support of HCPSS and will be organized as follows by **March 31, 2023**:
  - a. Highlight key successes and gaps in opioid and other substance use prevention and response services, policies, and programming in Howard County Public School Systems and Howard County agencies.
    1. Data will be disaggregated by agreed-upon demographic and substance variables.
- 1.3.3 The contractor, upon completion of the needs assessment findings (Section 1.3.1 and 1.3.2), will facilitate a review of the findings with select reviewers identified by HCPSS by April 30, 2023. The Contractor will incorporate feedback into the final report (Section 1.4.4). Notes and recommendations from reviewer feedback will be documented and contained in an appendix of the needs assessment final report.
- 1.3.4 The contractor will write the *HCPSS Middle and High School Opioid and other substance use Education and Prevention Needs Assessment Report*.

The final report will:

  - a. Include *Drug Use Needs and Assets Documents* and feedback from select reviewers that can be distributed via hard copy and on HCPSS and school websites.
  - b. Include an executive summary of the needs assessment and top line recommendations for strategies and resources needed to address the gaps in opioid and other drug use prevention and response.
  - c. Address in detail questions presented in **Appendix A: Prevalence and Incidence of Opioid and Other Drug Use Among HCPSS Middle and High School Aged Students** as a final deliverable that will be submitted by **May 31, 2023**.

### **1.4 Organizational Capacity and Experience**

- 1.4.1 The Offeror shall have experience performing similar types of work of size and scope.
- 1.4.2 The Offeror shall have experience in data collection with preference in school data collection aggregation of multiple data sources.
  - a. Preferred experience in collecting substance use data with young people..
- 1.4.3 The Offeror must provide adequate staffing to complete the statement of work as outlined in Section 1.3
- 1.4.4 The Offeror shall have the ability to report data in a clear and concise format (electronic and hard copy for the education of the Howard County Public School System stakeholder groups – students, staff, parents/community).

### **1.5 Contractor Requirements: General**

### *Invoicing*

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

- a) Purchase Order Number
- b) Name of school service was provided
- c) Description of the services
- d) Service date(s)
- e) Total Due

1.5.1 The Contractor shall submit invoices/reports in accordance with the following schedule:

- A. Invoice 1/2 of the contract total upon completion and acceptance of the needs assessments findings due March 31, 2022
- B. Submit final invoice for the remaining balance (½ of contract total) upon completion and acceptance of the HCPSS *High School Opioid and other substance use Education and Prevention Needs Assessment Report* due May 31, 2022, as outlined in Section 1.3.4

1.5.2 Payment of invoices shall only be paid upon completion and acceptance of each deliverable as outlined in Section 1.32 and 1.34.

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## **PART II – BIDDERS/OFFERORS INSTRUCTIONS**

### **2.1 Pre-Proposal Conference**

- 2.1.1 A Pre-Proposal Conference will be held on the date and time specified on the cover page of the Request for Proposal. The meeting will be held virtually using the weblink provided below. Staff from the HCPSS will be available to answer questions on the scope of the work to assist Offerors in the preparation of submittals. Attendance is not mandatory; however, it is strongly encouraged to attend in order to facilitate better preparation of their proposals.

## Microsoft Teams meeting

**Join on your computer, mobile app or room device**

[Click here to join the meeting](#)

Meeting ID: 224 289 848 374

Passcode: Pdbuwi

[Download Teams](#) | [Join on the web](#)

**Or call in (audio only)**

[+1 301-960-8312,88400240#](#) United States, Silver Spring

Phone Conference ID: 884 002 40#

- 2.1.2 Items of clarification, and items affecting the scope of work of the RFP, may be the subject of the meeting.

## 2.2 Questions

The Howard County Public School System is under no obligation to respond to any questions that are received after the cutoff date and time. Only answers provided via addenda issued by the HCPSS will be binding. Under no circumstances are firms, 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. **Firms failing to comply with this requirement may be disqualified.**

## 2.3 DUE DATE AND TIME

- 2.3.1 Proposals must arrive at the Purchasing Office by the time, date and location specified in the Request for Proposal in order to be considered for this project. If a Bidder includes supplemental documents such as brochures they must attach a copy of all the supplemental materials to the Original and the copy.

- 2.3.2 LATE SUBMISSIONS CANNOT BE ACCEPTED. Any proposal received after the time and date specified, or at a different location will not be opened or given any consideration. HCPSS recommends against the use of mail or delivery services that will not guarantee delivery directly to the Purchasing Office. Bids delivered to the 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 in delay on the part of a carrier.

## 2.4 INCLEMENT WEATHER OR OTHER UNANTICIPATED HCPSS CLOSINGS

- 2.4.1 In the event that Howard County Public Schools are closed for students on the scheduled bid due date, but the Purchasing Office located in the Administrative/Central Offices are open then the bids will be due as specified in the original documents. In the event the Schools have a delayed opening on the date bids are due, the bid date and time will not change. In the event that the
- 2.4.2 HCPSS Administrative/Central Offices are closed as the result of inclement weather or for other unanticipated reasons, Bids will be due on the next day that the Administrative/Central Office is announcements.

## 2.5 CONTRACT DOCUMENTS:

Contract Documents consist of The General Provisions of Bid Proposal, Terms and conditions, the Solicitation Specifications and scope of work, the 100% bid documents and any applicable addenda issued. All of these materials



and documents associated to this solicitation will be included in the Contract(s) which The Board of Education awards as a result of this solicitation and will become the contract. The Bidder, by submitting its bid, agrees that if awarded the Contract that it will be bound under the Contract to all the Terms and Conditions of the Contract.

## **2.6 SIGNING OF FORMS:**

The Bid, 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 a 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 the word “(Seal)” following signature of individual and partner bidders, and indicated by affixing the Corporate Seal at corporate signatures.

## **2.7 CLARIFICATIONS AND ADDENDA**

- 2.7.1 Should an Offeror find discrepancies in the RFP documents, or should they be in doubt as to the meaning or intent of any part thereof, they must request clarification in writing from the Issuing Office Representative, no later than the last day for questions specified in the bidding document, and the Purchasing Representative for the solicitation will respond by issuing a written Addendum to the Contract. Failure to request such clarification is a waiver to any claim by the Bidder for expenses made necessary by reason of later interpretation of the bid documents by the HCPSS. Requests shall include the bid number and name.
- 2.7.2 Oral explanations or instructions will not be binding; only written Addenda will be binding. HCPSS reserves the right to amend or modify 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>.
- 2.7.3 It is the bidder's sole responsibility to monitor the Purchasing web site prior to submitting their bid and acknowledge receipt of said addenda on the proper bid form. Failure to do so may result in non- receipt of important information and may not relieve such bidder from any obligation under his/her bid submittal.
- 2.7.4 The Bidder shall acknowledge the receipt of all addenda on the Information and Cost Proposal form (Appendix C).

## **2.8 ERRORS IN BIDS**

- 2.8.1 Failure of the bidder to thoroughly understand all aspects of the Invitation for Bid before submitting their bid will not act as an excuse to permit withdrawal of his bid nor secure relief or plea of error.
- 2.8.2 Neither law nor regulation makes allowance for errors or omissions on the part of the bidders.

## **2.9 TERMS OF CONTRACT**

By submitting a response to this solicitation, a contractor affirms acceptance of all terms and conditions contained in the conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, and any addenda and agrees that these bidding documents will become the contract for any future projects awarded under this contract.

## **2.10 CONFIDENTIALITY**

Bidders should give specific attention to the identification of those portions of their submittal which they deem to be confidential, proprietary information or trade secrets, and provide any justification of why such materials, upon request, should not be disclosed by HCPSS under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6 of the Annotated Code of Maryland. Contractors must clearly indicate each and every section that is deemed to be confidential, proprietary, or a trade secret. It is not sufficient to preface your technical offer with a proprietary statement. Bid prices will be opened publicly.

## **2.11 CANCELLATION OF THE SOLICITAION**

HCPSS reserves the right to cancel this Bid Solicitation, in whole or in part at the sole discretion of the Purchasing Representative if they determine it is in the best interest of HCPSS.

## **2.12.1 MODIFICATIONS AND WITHDRAWAL OF PROPOSAL BIDS**

2.12.1 Withdrawal of, or modifications to bids are effective only if written notice thereof is filed to the Purchasing Office prior to the time bids are due. A notice of withdrawal or modification to a bid must be signed by an officer with the authority to commit the company.

2.12.2 No withdrawal or modifications will be accepted after the time bids are due.

## **2.13 OPENING PROCEDURES**

2.13.1 Sealed Proposals will be opened at the Department of Education at the designated time and place. The Purchasing Officer for The Howard County Public School System shall designate the time and place on the bid forms for the opening of sealed bids.

2.13.2 During the period of evaluation, no offeror shall contact any member or employee of The Howard County Public School System concerning award. Such action may result in the bidder's offer being removed from evaluation and rendered non-responsive.

## **2.14 BASIS FOR AWARD**

2.14.1 It is the intent of The Howard County Public School System to award a contract in accordance with the evaluation and selection process outlined in this document. The awarded provider shall be determined to have provided the highest ranked responsive and responsible proposal and a fee structure that is in the best interest of HCPSS. The Howard County Public School System 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 Howard County Public School System or to make no award at all at its sole discretion.

2.14.2 The Howard County Department of Education shall be the sole authority as to whether Bidders 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.

2.14.3 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.

- 2.14.4 In the event of tie bids 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 the state of 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.

## **2.15 CONTRACT MANAGER**

The Howard County Public School System's Contract Manager for any awarded contract under this solicitation will be Ms. Kami Wagner, (Coordinator, Student Support Programs) of the Howard County Public Schools (410) 313-7178. She shall be responsible for the day-to-day administration of the contract upon award. All communications regarding the this contract is to be directed to Kami Wagner (or his designee) only. No instructions, directions, and information are to be given to the Contractor by any other HCPSS personnel.

## **2.16 ISSUING OFFICE**

- a) The Issuing Office is:

The Howard County Public School System  
Purchasing Office (Portable Unit #177)  
10910 Clarksville Pike  
Ellicott City, Maryland 21042  
Attn: Afua Tisdale  
(410) 313-1559  
[Afua\\_tisdale@hcpss.org](mailto:Afua_tisdale@hcpss.org)

- b) The Issuing Office Purchasing Representative above shall be the sole point of contact with HCPSS for purposes of preparation and submittal of Offer.

## **2.17 QUESTIONS AND INQUIRIES**

- 2.17.1 For purposes of preparation and submittal of the Bid, please direct all questions in writing to Ms. Afua Tisdale, [afua\\_tisdale@hcpss.org](mailto:afua_tisdale@hcpss.org) of the Issuing Office.
- 2.17.2 Items affecting the scope of work or conditions of the contract shall be subject to the conditions of Addenda.
- 2.17.3 Under no circumstances are Vendors, including third party vendors or their staff, to contact any other Howard County Public Schools staff or related constituency for purposes associated with this solicitation, including but not limited to obtaining or providing information. Vendors failing to comply with this requirement may be disqualified.

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## **PART III – TERMS AND CONDITIONS**

### **3.1 CONTRACT**

If this bid/proposal is accepted and awarded, it shall become the contract document that governs the administration of the contract. All portions of this bid, including but not limited to the General Conditions, any addenda, amendments, modifications, specification, drawings, or any extraneous matter incorporated by reference, will be applicable to any contract(s) as a result of this solicitation.

### **3.2 BIDDER'S QUALIFICATIONS**

Offeror/Bidders may be required to furnish satisfactory evidence that they are qualified and have appropriately trained and Licensed employees and regularly engaged in performing the services on which they are bidding, and in both cases maintain a regularly established place of business. An authorized representative of The Howard County Public School System may visit any prospective contractor's place of business to determine his ability, capacity, reliability, financial stability, and other factors necessary to perform the contract.

### **3.3 ETHICS REGULATIONS**

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

### **3.4 DEPARMENT STATUS**

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

### **3.5 TERMINATION FOR DEFAULT**

When the Contractor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of The Howard County Public School System. Failure on the part of the Contractor to fulfill contractual obligations shall be considered just cause for termination of the contract and the Contractor is not entitled to recover any costs incurred by the Contractor up to the date of termination. Notification shall be in writing and shall be issued 30 days prior to termination date. In the event of default of contract, The Howard County Public School System may procure services from other sources. The Contractor found in default will be held responsible for all costs incurred.

### **3.6 TERMINATION DUE TO FUNDING**

The contractual obligation of the Board of Education under any resulting contract is contingent upon the availability of appropriated funds.

### **3.7 TERMINATION FOR CONVENIENCE**

The Howard County Public School System may terminate this contract, in whole or in part, without showing just cause upon giving written notice to the Contractor. The Howard County Public School System shall pay all reasonable costs associated with termination of the contract. However, the Contractor shall not be reimbursed for any anticipatory profits which have not been earned up to the date of termination.

### **3.8 TAXES**

- 3.8.1 The Howard County Public School System is tax exempt, and the price quoted shall not include federal excise taxes, state or local taxes, or use taxes.
- 3.8.2 The bidder is responsible for all taxes, including but not limited to sales and use taxes on the purchase of the bidder's equipment and materials, or any equipment and materials supplied to the Board of Education on the project.
- 3.8.3 Provider shall be responsible for any employment taxes payable with respect to the compensation of the personnel it provides to HCPSS under any contract agreement.

### **3.9 BILLING AND PAYMENT**

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

- a) Purchase Order Number
- b) Name of school service was provided
- c) Description of the services
- d) Service date(s)
- e) Total Due

### **3.10 FUNDING**

The contractual obligation of the Board of Education under any resulting contract is contingent upon the availability of appropriated funds.

### **3.11 INSURANCE REQUIREMENTS**

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

### **3.12 ASSIGNMENTS**

- 3.12.1 The Contractor may not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Howard County Public School System. Unless the performance is expressly waived in writing by the Howard County Public School System, an assignment does not release the Contractor from responsibility for performance of this contract. Assignment or subcontracting without the written approval of the Howard County Public School System will be cause for termination.
- 3.12.2 HCPSS acknowledges that some of the staff utilized by the provider may be independent subcontractors, not employees of the provider.

### **3.13 SUBCONTRACTORS**

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

### **3.14 TOBACCO FREE AND ALCOHOL/DRUG FREE ENVIRONMENT**

- 3.14.1 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.
- 3.14.2 Repeated use or sale of tobacco on HCPSS property, or any use or sale of alcohol, misuse of other drugs, or any use of illegal drugs by a contract employee while servicing this contract or while on HCPSS property will result in a prohibition of that employee from servicing the HCPSS contract. Repeated instances of violations by contract employees may result in a default ruling and lead to contract termination.

### **3.15 CRIMINAL HISTORY BACKGROUND CHECKS**

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

### **3.16 CHILD SEX OFFENDER NOTIFICATION**

- 3.16.1 Sex Offender Requirement: Maryland law requires certain sex offenders to register with the local law enforcement agency; See Maryland Annotated Code, Criminal Procedure Article, §11-704. One of the purposes of this law, is to inform school systems when a Registered Sex Offender is residing or working in the area. When the sex offender registers, the local police are required to notify the Superintendent of Schools, and the Superintendent, in turn, is required to send a notice to school principals.
- 3.16.2 As a contractor working for Howard County Public School System (HCPSS), we require that you do not employ Registered Sex Offenders to work on projects for our school system if they, as a result, are required to perform delivery, installation, repair, construction or any other kind of services on HCPSS property. Further, Maryland Law that became effective June 22, 2006, requires that any person who enters a contract with a county board of education or a non-public school "may not knowingly employ an individual to work at a school" if the individual is a registered sex offender; See §11-722 Criminal 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.
- 3.16.3 Each contractor shall screen their work-forces to ensure that a Registered Sex Offender does not perform work at a county public school and also ensure that a subcontractor and independent contractor conducts screening of its personnel who may work at a school. The term "work force" is intended to refer to all of the contractor's direct employees and subcontractors and/or independent contractors it uses to perform the work. Violations of this provision may cause HCPSS to take action against the contractor up to and including termination of the contract.

- 3.16.4 Effective July 1, 2015, amendments to § 6-113 of the Education Article of the Maryland Code further require that a contractor or subcontractor for a local school system may not knowingly assign an employee to work on school property with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of, or pled guilty or nolo contendere to, a crime involving a sexual offense, child sexual abuse and crimes of violence.
- 3.16.5 The contractor shall submit to HCPSS a listing of any employees assigned to perform under this agreement and certify that the necessary criminal history records checks have been conducted and that each employee complies with the requirements.

### **3.17 MINORITY BUSINESS ENTERPRISE PARTICIPATION**

Certified Minority Business Enterprises are encouraged to respond to this solicitation notice. Minority Business Enterprise participation shall be as defined by the procedures established for State of Maryland funded public school construction projects.

### **3.18 RIGHT TO ASSIGN WORK**

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

### **3.19 RESPONSIBILITY OF OFFERORSS**

The Contractor its employees are assumed to be skilled in their trade, and is solely responsible for compliance with health and safety regulations, performing the service in a safe and competent manner for the work as outlined in these Documents.

### **3.20 SPECIFICATIONS AND SCOPE OF WORK**

The specifications listed herein may or may not specify all technical requirements which are needed to achieve the end result. When accepting the award, the bidder assumes the responsibility of accomplishing the task requested in this document. Any omission of parts, products, processes, etc. in the specifications are the responsibility of the bidder and HCPSS will not bear the responsibility of their omission. If omissions in the specifications are discovered and these omissions will impact the contract price then it is the responsibility of the bidder to note these omissions in writing to the purchasing representative, prior to accepting the award. If these omissions are not properly noted in writing prior to award then the bidders silence is deemed as full and complete acceptance and any additional costs will be borne by the bidder.

### **3.21 REFERENCES**

The Howard County Public School System reserves the right to contact any references available in order to evaluate product/service. Cited references must be able to confirm, without reservation, your company's ability to provide the level of service/product mandated in this solicitation. References from other public-school systems or governmental agencies are preferred. Howard County Board of Education also reserves the right to request additional references as needed and to reject any bid based on an unsatisfactory reference.

### **3.22 CONTRACT CHANGES**

- 3.22.1 After the award of the contract, questions regarding deviations from the specifications or terms and conditions shall be directed to the Procurement Representative for the contract. If a need is found for an item through the development of new menus, new items, or through the inadvertent omission of an item normally included in a bid of this type, the Procurement Representative shall have the right to at any time

without notice to sureties, if any, by written order designated or indicated to be a change order, make any changes in the scope of this contract including but not limited to change:

- A. In any specifications (including reports, drawings, and designs);
- B. In the method or manner of completion of the scope of the agreement;
- C. In any HCPSS-furnished facilities, equipment, material, services, or site; or
- D. Directing acceleration in the completion of the scope of the agreement.

3.22.2 Any amendment or modification to this Agreement shall be made in writing, signed by both parties, and addressed to the Contract manager.

### **3.23 INDEMNIFICATION**

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

### **3.24 RESOLUTION OF DISPUTES**

- 3.24.1 Bid rejection for non-responsiveness and/or non-responsibility shall be made using the criteria guidelines as stated in the General Provisions of Bid Proposal, Terms and Conditions, and Technical Specifications if any.
- 3.24.2 After bid opening and bid review, but prior to bid award, if a Bidder's entire bid is declared to be nonresponsive and/or non-responsible, the Bidder will be notified as to the reason(s) for rejection.
- 3.24.3 Protests shall be filed in writing to the Purchasing Office within two days after notification.
- 3.24.4 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.
- 3.24.5 Protests shall be addressed to Howard County Department of Education, 10910 Clarksville Pike, Ellicott City, Maryland 21042, Attn: Robert Gill, Purchasing Specialist, labeled "Protest". The written protest shall include as a minimum the following:
  - a) Name and address of the protester
  - b) Appropriate identification of the bid
  - c) Supporting exhibits, evidence, and/or documents to substantiate any claims.
  - d) Suggested remedy(ies).

### **3.25 PERMITS, CODES, AND LAWS**

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



### **3.26 BEHAVIOR OF CONTRACTOR EMPLOYEES**

Howard County Public School System (HCPSS) is committed to providing a work and study environment that is free from discrimination and harassment on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, handicap, pregnancy, or status as a disabled veteran or veteran of the Vietnam era. Behavior contrary to this philosophy, which has the purpose or effect of creating an intimidating, hostile, or offensive environment, will not be tolerated by HCPSS, and it is the Contractor's responsibility to ensure that such behavior by its employees, agents, and subcontractors does not occur. The policy extends to maintaining an environment free from sexual harassment. Therefore, sexual advances or sexual remarks, requests for sexual favors, and other verbal or physical conduct of a sexual nature must not be condoned or permitted by the Contractor. This prohibition extends to such harassment within the employment context as well as harassment of students, staff, and visitors to the HCPSS. It should be assumed that all sexual behavior by the Contractor's employees, agents, and subcontractors on any campus or facility of HCPSS, whether owned, operated, maintained or leased by the HCPSS, is improper and unwelcome. Contractor will also ensure that all or their representatives who work with HCPSS users exhibit a high degree of professionalism in their dealings with those users. The Contractors employees and subcontractors shall be subject to and comply with all applicable HCPSS rules, regulations and policies which shall include those regulations relating to safety, security and campus parking. If deemed necessary, HCPSS reserves the right to demand the removal of any of the Contractor's employees/subcontractors from duty on its premises as a result of their violation of the standards set forth herein.

### **3.27 NON-COLLUSION**

By signing and submitting a Bid/Proposal under this solicitation , the offeror certifies that it has neither agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the bid or offer being submitted herewith; Bidder also certifies that it has not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price proposal of the Bidder or offeror herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the bid or offer is submitted.

### **3.28 PRIME CONTRACTOR SUPERVISORY RESPONSIBILITIES**

The contractor shall be responsible for supervising and directing the work under this contract and all subcontractors that they may utilize, using best skill and attention. Subcontractors who perform work under this contract shall be responsible for the acts and omissions of their subcontractors and of persons employed by them as they are for the acts and omissions of their own employees. The contractor will be responsible for ensuring that the supervisor or lead worker, including subcontractors, can communicate with HCPSS staff in English in fulfilling the terms of the contract.

### **3.29 RIGHT TO STOP WORK**

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

### **3.30 PROPOSAL FIRM FOR 120 DAYS**

Proposal Bid prices shall remain firm for one hundred twenty (120) calendar days from the date of opening.

### **3.31 PRICE ADJUSTMENTS**

Pricing is firm for the first year after the award of the contract. Thereafter, annual price adjustments may be considered, but shall be limited to the same cost of living increases provided in the HCPSS Teacher Association negotiated agreement (HCEA).

### **3.32 LICENSES AND QUALIFICATIONS**

- 3.32.1 Bidders must be licensed to do business in the State of Maryland and shall submit proof upon request.
- 3.32.2 HCPSS reserves the right to require that the contractor demonstrate that it has the skills, equipment and other resources to satisfactorily perform the nature and magnitude of work necessary to complete the project within the proposed contract schedule.

### **3.33 SIGN-IN REQUIRED AT HCPSS BUILDINGS**

Contractors will be required to sign-in and sign-out with the Front Office at each Site upon arrival. As well, contract employees shall conduct themselves in a professional manner while on The Howard County Public School System's premises. Any employee found to disregard the nature of the school system's surroundings shall be removed from the premises and may be prohibited from further servicing the HCPSS contract.

### **3.34 IDENTIFICATION**

All contractor personnel, working in or around buildings designated under this contract, shall have a valid driver's license or photo ID in their possession at all times and wear distinctive uniform clothing while on the school system's premises.

### **3.35 UNIT COSTS ON QUOTES UNDER THIS CONTRACT**

- 3.35.1 Unit Costs are to be all inclusive. The cost of all labor, material, equipment, supervision, travel time and mileage, waste disposal, overhead, and profit is to be included in the total quote prices in the response to this bid. Travel time shall be borne by the Contractor.
- 3.35.2 Incentive payments or premium payments made to any employees by the Contractor either as permanent employee pay, subsistence or other pay in excess of the wage shall be at the expense of the Contractor and must be included as part of the quoted rates shown on the Bid Price.

### **3.36 CONTRACTOR INSURANCE**

Contractor represents and warrants that for the duration of this contract they are covered under applicable general liability insurance and workers compensation insurance coverage. Evidence of insurance shall be provided to the contract administrator prior to the commencement of work under this contract.

### **3.37 NON-DISCRIMINATION IN EMPLOYMENT**

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

- 3.37.2 Provider must also warrant that it does not discriminate in its employment or community programs with regard to race, color, creed, religion, marital status, sex, sexual preference, age, national origin, physical or mental disability.

### **3.38 MARYLAND LAW PREVAILS**

The provider shall at all times comply with any legal or regulatory conditions or standards applicable to the providers services. This agreement shall be construed and enforced in accordance with the laws of the state of Maryland.

### **3.39 AUDIT AND RECORDS**

The contractor shall maintain records and documents relating to the performance of the contract and keep all such records and documents for five (5) years after the completion of the contract, and shall make such records available for inspection and audit by authorized representatives of the HCPSS.

### **3.40 BINDING AGREEMENT**

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

### **3.41 INDEPENDENT CONTRACTS**

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

### **3.42 HOLD HARMLESS**

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

### **3.43 CONTRACTOR PERFORMANCE/EVALUATION SCORECARD**

- 3.43.1 Upon completion of a service or at any time during the contract, the awarded contractor may receive a performance evaluation scorecard rating the contractor's performance. The evaluation scorecard will become part of the contractor's permanent file.
- 3.43.2 The evaluation scorecard shall include the following performance indicators; Quality of Work, Responsiveness, Professionalism, Resources, Schedule Management, Quality Control, Deficiency Resolution, Submittal Management, Training, Appearance, Security, Safety, Utility Conservation, Disruptions, Quality of Materials, Emergency Response, Hazardous Materials, Innovation, Teamwork, Cost Management, Billing, and Compliance.
- 3.43.3 A contractor shall have up to 3 weeks after notification to appeal, challenge or otherwise dispute the scorecard results. After the 3-week period, the scorecard shall be considered final and accepted by the contractor.
- 3.43.4 A contractor receiving a 60% or less overall evaluation scorecard rating (after any appeals or adjustments) for a project will be disqualified for bidding on any future projects with the HCPSS for a period of three (3) years and/or for the remaining contract term including renewal options.

### **3.44 BILLING AND PAYMENTS**

3.44.1 All invoices are to be submitted to:  
Julie Knauer  
Howard County Public Schools  
10910 Route 108  
Ellicott City, MD 21042

3.44.2 Invoices shall be itemized, including dates of service, and should fully describe the services provided. The invoice shall include, at a minimum, a reference to the contract and the Purchase order numbers and a description/title of the contract or purchase order, the full contract value, the basis for billing, the Federal Employer's Identification Number or Social Security Number and the name and address of the proper invoice recipient.

3.43.3 After HCPSS review and approval, the invoice shall be submitted to the Accounts Payable Department for payment with terms of Net 30.

3.43.4 Payment in full will only be made upon completion of the full terms and conditions of the contract.

### **3.45 Third Party Beneficiary**

This Agreement shall not create any rights, including without limitation, third party beneficiary rights, in any person, including students, or entity not a party to this Agreement.

### **3.46 Independent Contracts**

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

### **3.47 Confidentiality**

Provider and its personnel shall keep confidential, in accordance with law, all confidential and all medical information that is obtained as the result of the performance of the services described in this Agreement

### **3.48 Waiver of Subrogation**

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

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

Service Provider hereby acknowledges its status as an independent contractor while performing services on behalf on the Board and that the Board's workers compensation coverage or self-insurance is not intended to and will not respond to cover any medical or indemnity loss arising out of injury to the Service Provider or its employees during the Service Provider's performance of services for the Board. To the fullest extent permitted by law, the Service

Provider specifically waives any right of recovery against the board and its elected and appointed officials, officers, volunteers, agents and employees for personal injury (and any resulting loss of income) suffered during the performance of services as an independent contractor for the Board. Such waiver shall apply regardless of the cause of origin of the injury, loss or damage, including the negligence of the Board and its elected and appointed officials, officers, volunteers, agents and employees. The Service Provider shall advise its insurers of the foregoing.

### **3.50 Damage to Property of the Service Provider and its Invitees**

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

### **3.51 Americans with Disabilities Act Requirements**

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

3.52 Your acceptance of this contract acknowledges your commitment and compliance with ADA.

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## **PART IV – PROPOSAL SUBMITTAL FORMAT**

## 4.1 General Organization of Technical Submittal Contents

### 4.1.1 Submittals must be organized as follows

Two Part Submission – Offeror's shall submit Proposals in separate volumes

Volume 1 – Technical Proposal

Volume 2 – Cost Proposal Sheet – Appendix C

**A. Introduction** Offerors shall submit proposals in the format as outlined below in Section 4.2. Failure to submit in this format may be cause for rejection of the proposal. Conciseness and clarity of content are emphasized and encouraged. Submittals that are not organized in this manner or that are vague and/or general will be scored accordingly or deemed non-responsive and disqualified. Submittal pages must be numbered and contain an organized, paginated table of contents corresponding to the sections and pages of the submittal. Respond to all items or indicate “NA” if not applicable. Failure to respond to all questions may result in the rejection of the proposal. The Howard County Public School System will not consider incomplete proposals.

### **B. Volume 1 – Technical Proposal Submittal Contents**

#### **1. Transmittal Letter**

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

#### **2. Table of Contents**

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

#### **3. Executive Summary**

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

4. **Submittal Requirements** (See Section 4.3)

- a. Please refer to Section 4.3

5. **Insurance certificate**, (See Appendix A)

6. Subcontractor Information

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

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

7. **Affidavit** (See Appendix E)

8. Employee Data Sharing Agreement (See Appendix G)

9. Student Data Sharing Agreement (See Appendix H)

10. **Conflict of Interest**

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

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

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

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

- e. By submitting a submittal, the respondent agrees that, if selected, the respondent 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.

#### 4.1.2 QUALIFICATIONS TO PROVIDE SERVICE

- a. Provider's name, address, phone number, and contact person.
- b. Statement of the Provider's experience in the provision of Services as described herein.
- c. Copies of license(s)/certificates to conduct business in the State of Maryland.
- d. List of professional staff/providers including key personnel that would be providing service to HCPSS employees, including the resumes, and licensing and/or certification qualifications for identified service providers.
- e. List of agencies or organizations with whom the provider has worked and the nature of the relationship.

- f. At least three completed Experience/Reference Forms (Appendix D). Experience must be over the past five (5) years.
- g. An Organizational chart that identifies the complete structure of the Offeror.
- h. List of professional memberships and/or affiliations.

#### **4.1.3 TECHNICAL RESPONSE TO RFP and WORK PLAN**

- a. The Offeror shall address each RFP requirement (RFP Section 1) in its Technical Proposal with a cross reference to the requirement and describe how its proposed services, including the and services of any proposed subcontractor(s), will meet or exceed the requirement(s). methodology and objectives of the provider.
- b. The Offeror shall provide past performances and evidence of ability to gather quantitative and qualitative data points.
- c. The Offeror shall provide examples of their ability to report data in a clear and concise format (electronic and hard copies)<sup>4</sup>. The specific methodology, techniques, and number of staff to be used by the Offeror in providing the required goods and services as outlined in RFP Section 1,
- d. Timeline for start-up and implementation schedule including a timeline for meeting deliverables<sup>6</sup>. The Offeror shall provide an Implementation Schedule with it's Proposal
- 7. Statement of proposed insurance coverage as outlined in these documents.

#### **C. VOLUME 2 - COST PROPOSAL SHEET**

- 1. Offerors shall submit Appendix C – Cost/Fee Structure Proposal as a separate file and labeled Volume 2 – Cost Proposal Sheet. Only the top firms whose proposal has achieved the required 70% minimum, or better technical score will have the Cost Proposal Sheet evaluated.
- 2. The respondent must utilize the format provided in Appendix C in submitting a cost proposal in response to this RFP. The cost proposal must be included the email submission as a separate file. Any re-worked version of Appendix C that is intended to be a substitute for Appendix C, that is provided by a respondent may be determined as non-responsive and may result in the submittal's disqualification.
- 3. Respondent must include in its cost proposal all expenses associated with vending services, and all other out-of-pocket expenses required to perform this service. All such costs will be at the expense of the contractor.

#### **4.1.4 Financial Submission**

***Only upon request***, every contractor will be required to submit a financial statement, and other financial data, in a separate sealed envelope labeled "Financial Statement." Requested information shall be provided within 48 hours of the request.

##### **4.1.4.1 Financial Statement**

- A. Two copies of said statement are 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**

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

##### **4.1.4.2 Financial Submittal Requirement**



In the Financial Statement and Data envelope, the consultant must submit a letter addressed to the school system setting forth the evidence that:

- a. That the contractor has financial capacity to provide the services; and,
- b. The contractor has measures of protecting the school system against errors and omissions. Failure of the contractor to submit satisfactorily to this requirement may result in the school system rejecting the submittal.

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## 5.1 SUBMITTAL EVALUATION AND SELECTION

5.1.1 HCPSS will evaluate proposals on the basis set forth in this section. A contract may be awarded to the Offeror(s) whose proposal best meets HCPSS requirements and needs at the time of the award and whose fee structure is in the best interest of HCPSS. Proposals shall comprehensively address all the desired services outlined in the Request for Proposal and Description of Services shall demonstrate the successful performance of similar contracts by the Provider making the proposal and shall offer the most cost-effective proposal for the desired services.

5.1.2 Proposals shall be evaluated by an Evaluation and Selection Committee (the "Committee"), which may request additional technical assistance from any source. The Committee shall first review each proposal for compliance with requirements of the Request for Proposal. The Committee may 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.

5.1.3 Once the technical scores have been tabulated only those who achieve at least 70% of the available technical points will be placed on the short list of technically approved providers. Each of the short-listed providers will proceed to the second phase of the evaluation. The Cost Proposal Sheet – Appendix C of those responsible Offerors will be reviewed by the committee and scored based on a maximum of 20 points. Cost Proposal Sheets shall only be viewed from approved short-listed offerors that have been selected by HCPSS Evaluation Committee to proceed to the second phase. Those offerors not achieving at least 70% of the available technical points will not be considered further.

a. The total technical points and the total Cost Proposal Sheets points for each short-listed provider will be added together. The basis of award will be to the responsive and responsible Provider that has the highest combined total points (Technical Submittals, Cost Proposal Sheet).

5.1.4 Based on the results of the preliminary evaluation, the highest rated Offerors may be invited by the Purchasing department 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 bidder(s). At this time, the bidder 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 bidder(s), negotiations shall be formally terminated. Negotiations shall then be undertaken with the second rated bidder and so on.

5.1.6 The Purchasing department may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.

5.1.7 Bidders are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of the Purchasing department, 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 bidders are capable of submitting to HCPSS. Should proposals submitted require additional clarification and/or supplementary information, bidders should be prepared to submit such additional clarification and/or supplementary information, in a timely manner, when so requested.

5.1.8 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.

5.1.9 Debriefing of unsuccessful bidders shall be conducted upon written request submitted to the Purchasing Office within a reasonable time. A debriefing shall be scheduled at the earliest feasible time AFTER CONTRACT AWARD by the Board of Education. The debriefing shall be limited to a discussion of the unsuccessful bidder's technical offer only and shall provide information on areas in which it was deemed weak or deficient.

## 5.2 Basis for Award

5.2.1 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.

5.2.2 The school system will select the best-qualified contractor to provide stated services to the HCPSS.

5.2.3 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.

5.2.4 The following factors shall be considered in the selection in the selection for services under this RFP:C

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

Technical Evaluation Criteria	Percentage
Qualifications to Provide Service (Q1 a-c)	30%
Technical Response to RFP and Workplan (Q2, Q3, Q4 a-b)	50%
<b>Total Technical</b>	<b>80</b>

5.2.5 The Committee will use the following criteria in preparing its technical evaluation of each qualifying proposal:

- A. **Qualifications to Provide Service** **30 Total (10 points each for a-c)**
1. (Q1) Describe in detail previous experience with similar projects (ie. Data collection and reporting, experience collecting data from and for students, experience collecting, and interpreting substance use data) to include:
    - a. Experience reporting data in a timely and efficient manner(ie. Sample reports, references from past performance)
    - b. Experience presenting data in a timely and efficient manner as determined by the evaluators (ie. Sample presentations, references from past performance)
    - c. Experience working with substance use data and/or school-age populations (ie. Sample reports, presentations, references from past performance)
- B. **Technical Response to RFP and Workplan** **50 total**
1. (Q2) Submit a Detailed Plan/Timeline for meeting requirements stated in the scope of work (15 points)
  2. (Q3) Plan articulates ability to communicate and collaborate with HCPSS staff and schools to meet requirements (15 points)
  3. (Q4) Submit a plan for data collection and literature review that details:
    - a. Methods of data collection and literature review (15 points)

b. Experience (if any) using data and literature reviews to inform future practices/recommendations. (5 points)

5.2.6 The committee will use the following criteria in weighing of the Cost Proposal Sheet for top firms whose technical proposal has received the required 70% minimum or better technical score:

A. Total cost to provide service – 20%

5.3 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 respondent making the submittal and shall offer the most cost-effective submittal for the desired services.

5.4 HCPSS reserves the right to make an award with or without negotiations or to request best and final offers or to make an award without further review. Qualified agencies may be requested to provide an oral presentation to the Committee limited to 20 minutes in length.

**Remainder of This Page Intentionally Blank.**

# **APPENDIX A** **HOWARD COUNTY PUBLIC SCHOOLS** **CONTRACTOR PERFORMANCE/EVALUATION SCORECARD**

Upon completion of the contract or at any time during the contract, the awarded HCPSS contractor may receive a performance evaluation scorecard rating the contractor's performance. The evaluation scorecard will be completed by the contract manager or his designee and 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 60% 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 contract. There are no right or wrong answers; just tell us how you feel.

**A contractor receiving a 60% or less overall evaluation scorecard rating 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	2	3	4	5	6	7	8	9	10		N/A	
1	2	3	4	5	6	7	8	9	10		N/A	
1	2	3	4	5	6	7	8	9	10		N/A	
1	2	3	4	5	6	7	8	9	10		N/A	
1	2	3	4	5	6	7	8	9	10		N/A	
1	2	3	4	5	6	7	8	9	10		N/A	
1	2	3	4	5	6	7	8	9	10		N/A	

- Quality of Work.** The contractor's ability to do the job right the first time.
- Responsiveness.** The contractor's ability to adapt to changes and meet unusual needs.
- Professionalism.** The courtesy and standards of conduct maintained by the contractor and his or her employees.
- Resources.** The contractor's ability to provide his or her employees with the tools, parts, and supplies needed to do the job.
- Schedule Management.** The contractor's ability to show up when scheduled and complete the work on time.
- Quality Control.** The contractor's ability to identify problems and deficiencies before you do.
- Deficiency Resolution.** The contractor's ability to rapidly correct deficiencies in his or her work.

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
18. <b>Hazardous Materials.</b> The contractor's ability to properly handle hazardous materials.	1	2	3	4	5	6	7	8	9	10	N/A
19. <b>Innovation.</b> The contractor's ability to use new materials and adopt new methods to increase effectiveness.	1	2	3	4	5	6	7	8	9	10	N/A
20. <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.	1	2	3	4	5	6	7	8	9	10	N/A
21. <b>Cost Management.</b> The reasonableness of the contractor's costs, especially for contract changes.	1	2	3	4	5	6	7	8	9	10	N/A
22. <b>Billing.</b> The contractor's ability to present correct and properly documented invoices.	1	2	3	4	5	6	7	8	9	10	N/A
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.	1	2	3	4	5	6	7	8	9	10	N/A

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

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**Please return the completed survey by email to: [afua\\_tisdale@hcpss.org](mailto:afua_tisdale@hcpss.org)**

**APPENDIX B**  
**AGREEMENT FOR PROFESSIONAL SERVICES**

AGREEMENT # 037.23.B6

THIS AGREEMENT is entered into this \_\_\_\_\_ Date, 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 #037.23.B6 issued by the Board and has been selected to perform professional services in accordance with the terms and conditions expressed in the RFP;

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

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

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**

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

Request for Proposal \_\_\_\_\_, RFP No. 037.23.B6, dated \_\_\_\_\_, 2022; and \_\_\_\_\_ (contractor name) proposal dated \_\_\_\_\_.

**ARTICLE II - TERMS AND CONDITIONS**

Contractor agrees to perform the work and services required under this Agreement in accordance with RFP #037.23.B6, whose provisions for professional services are incorporated herein by reference. Contractor shall diligently ensure compliance with the criminal background requirement for employees assigned to the work under this agreement.

**ARTICLE III - TERM OF AGREEMENT**

The initial term of agreement shall begin on \_\_\_\_\_, 2022 and terminate on May xx, 2023; however HCPSS will have the option to unilaterally extend the agreement for up to five additional one-year terms under the same terms and conditions. Contract renewals shall be contingent upon adequate fiscal appropriations as per the RFP.

**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 item IV PAYMENTS.

**ARTICLE VI - 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.

APPROVED:

**BOARD OF EDUCATION OF HOWARD COUNTY:**

By: \_\_\_\_\_  
Robert Bruce, Director of Purchasing  
of Schools (Signature and Date)

WITNESS:

By: \_\_\_\_\_  
Board of Education Chair (Signature and Date)

**CONTRACTOR:**

APPROVED:

By: \_\_\_\_\_  
Signature and Date

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

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

\_\_\_\_\_  
Address

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

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



**APPENDIX C  
INFORMATION AND COST PROPOSAL**

**A. GENERAL**

1. Offeror's Name: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

2. Person Responsible for completing this form:

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

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

**B. 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 \_\_\_\_\_

**C. RECEIPT OF ADDENDA**

**Submitting provider must acknowledge receipt of all addenda issued below:**

Addendum: \_\_\_\_\_ Dated: \_\_\_\_\_

Received: ☐

Addendum: \_\_\_\_\_ Dated: \_\_\_\_\_

Received: ☐

Addendum: \_\_\_\_\_ Dated: \_\_\_\_\_

Received: ☐

Addendum: \_\_\_\_\_ Dated: \_\_\_\_\_

Received: ☐

Addendum: \_\_\_\_\_ Dated: \_\_\_\_\_

Received: ☐

#### **D. FORM FOR COST PROPOSAL**

Personnel (Including Subcontractor/Consultant) Costs:

1. Rate per Assessment per school cost:

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

2. Hourly Rate for additional work/services as needed – all inclusive of overhead, profit and other fees/costs:

Hourly Rate

Person A (Name and Qualifications) \_\_\_\_\_

Person B (Name and Qualifications) \_\_\_\_\_

Person C (Name and Qualifications) \_\_\_\_\_

Person D (Name and Qualifications) \_\_\_\_\_

3. Other Costs:

Please identify any other possible costs involved in the providing of services required in this RFP.

Total Cost and Not to Exceed Amount \$\_\_\_\_\_

#### **E. ITEMS FOR BID SUBMISSION CHECK LIST**

The proposal submission package should include the following:

_____	Provide all required information in accordance with Part IV (Submittal Format)
_____	Fully completed Appendix C (Information and Cost Proposal) <b>Only Upon</b>
<b>Request</b>	
_____	At least Three fully completed Appendix D (Experience/Reference Form)
_____	Full Signed Appendix E (Affidavit)

\*\*Note – Proposals Submittals must include One Original (Marked Original) and Three copies (Marked Copy) in a sealed envelope with the completed envelope label below.

## Appendix C.1

### THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM

#### BID SIGNATURE SHEET

##### A. Bidder's Certification

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

##### B. Vendor/Contractor Disqualification - Bribery

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

Submitted by:

\_\_\_\_\_  
(company name)

\_\_\_\_\_  
(person authorized to sign bids)

\_\_\_\_\_  
(title of authorized representative)

\_\_\_\_\_  
(signature of authorized representative)

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

**APPENDIX D  
EXPERIENCE/REFERENCE FORM**

**A total of three (3) Experience/Reference Forms must be provided with your submittal paperwork**

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

1. Customer Name: \_\_\_\_\_
2. Customer Address: \_\_\_\_\_
3. Contact Name and Title: \_\_\_\_\_
4. Contact Person Phone #: \_\_\_\_\_
5. Contract Persons E-mail Address: \_\_\_\_\_
6. How many year of service: \_\_\_\_\_
7. Commencement Date: \_\_\_\_\_ Termination date: \_\_\_\_\_
8. Is this contract renewable?    yes ☐    no ☐
9. If yes to the above, was the contract renewed? And if not, why not? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
10. Annual Dollar amount of contract: \_\_\_\_\_
11. What was the nature of your service and list any similarities to HCPSS requirements:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Cited references must be able to confirm, without reservation, your company's ability to provide the level of service mandated in this solicitation. Contact information is to be accurate. HCPSS will not be responsible for errors, non-working numbers or persons that are no longer employed by the firm or do not respond. Howards County Board of Education reserves the right to reject any bid based on an unsatisfactory reference. The Board of Education also reserves the right to request additional references as needed.

**APPENDIX E  
AFFIDAVIT**

**DRUG EDUCATION AND PREVENTION  
RFP #037.23.B6**

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

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

**AFFIDAVIT**

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

Statutory Affidavit and Non-Collusion Certification

I, \_\_\_\_\_, being duly sworn, depose and state:

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

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

---

(you may attach an explanation as necessary)

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

#### **CONFLICT OF INTEREST – FINANCIAL DISCLOSURE STATEMENT**

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

A. "Financial interest" means: (1) Ownership of any interest as the result of which the owner has received, within the past three years, or is presently receiving, or in the future is entitled to receive, more than \$1000 per year; or

(2) Ownership of more than three percent of a business entity, by a Board member or school system employee.

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

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

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

#### **DISCLOSURES:**

Attach as necessary.

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 \_\_\_\_\_, 2020.

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

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

**APPENDIX F**  
**NO BID REPLY FORM**



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

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

**NO BID REPLY FORM**

Sealed Bid For: HCPSS Drug Education and Prevention

Bid Number: 037.23.B6

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_
- \_\_\_\_\_ 2. We do not feel we can be competitive.
- \_\_\_\_\_ 3. We can not submit a bid because of the marketing or franchising policies of the manufacturing company.
- \_\_\_\_\_ 4. We do not wish to do business with 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: \_\_\_\_\_

\_\_\_\_\_



**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 work-forces to ensure that a Registered Sex Offender does not perform work at a county public school and also ensure that a subcontractor and independent contractor conducts screening of its 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

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

This is an agreement between [REDACTED] ("VENDOR", or "Company") and the Howard County Public School System ("HCPSS," "System," or "CLIENT"). 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: **identify the specific service the vendor will be providing.**
- 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.

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