



102 S. Hickory Avenue
Bel Air, Maryland 21014

**REQUEST FOR QUALIFICATIONS
RFQu #24-GS-032**

Out of School Time Services

Issue Date: June 17, 2024

Questions Due: June 28, 2024

Due Date and Time: July 22, 2024

Submit Proposals to:

bids@hcps.org

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RFQu #24-GS-032
Out of School Time Services

1. **PURPOSE**

- 1.1 The Board of Education of Harford County Public Schools (HCPS) is issuing this Request for Qualifications (RFQu) for the purpose of soliciting proposals from qualified consultants to provide Out-of-School Time (OST) enrichment programs to students attending Harford County Public School. OST is supervised programming before school, after school, and during summer breaks. These programs organize activities that help students develop social skills, regularly attend school, improve academically, and, most importantly, have fun. It is HCPS' intent to pre-qualify OSTs capable of providing on-site services, with a focus on supporting students living in higher poverty communities with limited access to enrichment programs. Services shall be continuously available and on-demand. The number of partnerships created will be dependent on the number of qualified proposals received.
- 1.2 Harford County Public Schools is the 8th largest school district in Maryland. HCPS has nearly 38,000 students, 39% of students are eligible to receive free/reduced meals. Most of these students attend Title I and/or Community Schools situated along the route 40 corridor in Harford County.
- 1.3 It is the intent of this specification to provide the prospective offeror(s) with complete information relative to the total performance of any resultant contract. Offerors are obligated to read and understand all parts of this request for qualifications and to obtain clarification of any part not thoroughly understood.

2. **CONTRACT PERIOD**

- 2.1 The contract term shall be agreed upon by both parties, included in the Professional Services Agreement and fully executed. (See attached sample.)
- 2.2 The initial term of this contract shall be for approximately one year and shall begin on or about **October 1, 2024**, through **September 30, 2025**.
- 2.3 Harford County Public Schools reserves the right, if mutually agreed upon, to renew this contract under the same terms and conditions for five (5) additional, 1-year periods.
- 2.4 An offeror submitting a response to this solicitation, automatically accepts the possible renewals as a condition of award and acknowledges that all terms and conditions remain unchanged.

3. **CONTRACT DOCUMENT**

This RFQu and the agreed upon Professional Services Agreement (PSA) shall serve as the Contract. Offerors will be expected to sign the PSA within fifteen (15) business days of receipt. If any offeror wishes to take exception to any provision of the agreement or the RFQu, all such exceptions shall be stated specifically and in writing. Offerors are further advised that under certain circumstances the provisions of a proposal can be subject to negotiation.

4. **SCOPE OF SERVICES**

- 4.1 This RFQu will allow HCPS to build an on-call list of one or many OST service providers to deliver programming to specific schools. Consultants will be required to provide the following services:
 - 4.1.1 Homework assistance and communication with teachers about students' progress.
 - 4.1.2 Provider will provide snacks and will apply with HCPS to the USDA After-School Meal Program, also known as the At-Risk Afterschool Meals component of the Child and Adult Care Food Program (CACFP), the program is available to afterschool care programs that

operate in areas where at least 50% of the children are eligible for free or reduced-price meals.

- 4.1.3 Plan and provide youth development programs, after surveying parents and students interests, including but not limited to: hands-on learning activities; team sports and playground games; activities focused on social skills; student-led community service projects; music, art, drama, film, etc. depending on students' interest.
- 4.1.4 Collaborate with the Office of Family and Community Partnerships, the Title I Office, and the HCPS Community Schools leadership and staff in planning and implementing programs.
- 4.1.5 Establish relationships and partnerships with Harford County community partners to provide support for students and families, as needed (i.e. housing, food, clothing, mental and physical health referrals etc.).
- 4.2 The contracted services shall be provided in a variety of locations throughout the district, including but not limited to all 55 schools, with a focus to support students living in higher poverty communities with limited access to enrichment programs. It is HCPS' intent to pre-qualify OSTs capable of providing on-site services, with a focus on supporting students living in higher poverty communities with limited access to enrichment programs. Travel will be necessary. Items such as tolls, parking, and mileage are **not** considered billable.
- 4.3 Student transportation home from the program will be required.
- 4.4 Prior to commencement of the Contract, the Consultant shall provide a single point of contact.
- 4.5 The Offeror will ensure all staff pass criminal background checks. The results of all background checks and fingerprinting required shall be provided to HCPS prior to commencing any work with HCPS students. The Offeror will be responsible for the cost of background checks.

5. **PROPOSED TIMELINE**

Date	Description
June 17, 2024	RFQu Project Posted to HCPS Website
June 28, 2024	Question Deadline - due before 2:30 PM (EST)
July 9, 2024	Addenda released (if necessary) Addenda addressing questions received prior to the question deadline will be posted on HCPS website.
July 22, 2024	Submittals Due before 12:00 PM (EST) E-Mail to: bids@hcps.org Subject: RFQu #24-GS-032 - Out of School Time Services
August 5, 2024	Evaluate Submittals
August 12 – Aug 23, 2024	Interviews with firms, if needed, exact times and dates to be determined
September 9, 2024	Board Approval
October 1, 2024	Tentative Contract Start Date

* These dates are subject to change.

6. **OFFEROR REQUIREMENTS / QUALIFICATIONS**

- 6.1 Out of School Time Requirements:
 - 6.1.1 Weekly Out-of-School activities offered.
 - 6.1.2 Ability to hire, monitor and train highly qualified Out-of-School staff.
 - 6.1.3 Updates on students' progress, attendance, and engagement, as requested by administrators.
 - 6.1.4 Parent engagement activities, including orientation, and family nights.
 - 6.1.5 Minimum five (5) years' experience in providing high quality OST programming.
- 6.2 Knowledge of available community services related to at-risk populations, and how to best make connections.
- 6.3 Knowledge of Community School model, and experience working in a Community School.
- 6.4 Demonstrate experience in presenting information (written and verbal) to a variety of audiences to include, but not limited to community, business, governmental, families, students, etc. in both English and designated language.
- 6.5 Company should be able to discuss the internal processes in place to address the quality of work, internal audits, record-keeping, client communication, performance reviews, problem resolution, security/confidentiality protocols.
- 6.6 Provide evidence of consistently high standards, professionalism, customer attentiveness, and industry knowledge.
- 6.7 Offeror must be considered in "Good Standing" (all fees, taxes, and penalties owed to Maryland are paid). Visit the following website to ensure compliance: <https://egov.maryland.gov/BusinessExpress/EntitySearch> (HCPS bears no responsibility for accuracy, legality or content of the external site or for that of subsequent links. Contact the external site for answers to questions regarding its content). Any respondent not considered in "Good Standing" may be deemed non-responsible.
- 6.8 Proposer must not have any "Exclusions" (respondent cannot be debarred or suspended). If the indicator box is "green" and states "Entity" this vendor is not suspended or debarred. If a respondent's name does not appear after searching, the respondent does not have an "Exclusion". Visit the following website to ensure compliance: <https://sam.gov/SAM/pages/public/index.jsf> (HCPS bears no responsibility for accuracy, legality or content of the external site or for that of subsequent links. Contact the external site for answers to questions regarding its content). If the indicator box is "purple" and states "Exclusion" the respondent may be deemed non-responsible.

7. **PROPOSAL EVALUATION**

- 7.1 Along with the fulfillment of the RFQu, any legal requirements and Proposer's proposal submissions, the following criteria will be utilized to evaluate those proposals:
 - 7.1.1 Responsiveness to the RFQu.
 - 7.1.2 Experience and qualifications of the assigned individuals/firms.
 - 7.1.3 Approach and understanding of needs.
 - 7.1.4 Appropriateness of proposed fee structure.
 - 7.1.5 Anticipated value and quality of services received.

- 7.2 HCPS reserves the right to request clarification of and/or additional proposal information that may be required for evaluation of proposals. As noted above, however, this does not include the negotiation of the terms of any proposal.
- 7.3 The contract, if awarded, will be awarded to the offerors whose proposals are deemed to be the most advantageous to HCPS based on the factors stated above.
- 7.4 Offerors are advised that in the event of receipt of an adequate number of proposals, which require no clarification or supplementary information, such proposals may be evaluated without further discussions. Therefore, initial proposals should be submitted on the most complete and favorable terms and conditions. Should proposals submitted require additional clarification or supplementary information, such information shall be submitted in a timely manner.
- 7.5 In determining the qualifications of an offeror, HCPS will consider the Offeror's record and performance of any prior contracts with HCPS or other public bodies, including but not limited to the Offeror's providing similar programs/services to HCPS, other schools, or school districts. HCPS reserves the right to reject the proposal of any Offeror if the investigation discloses that the Offeror, in HCPS' opinion, has not properly performed such prior contracts or has habitually and without just cause neglected the payment of bills or has otherwise disregarded its obligations to subcontractors or employees.
- 7.6 After review of proposals, HCPS, at its sole discretion, may ask individual offerors to make oral presentations, informal telephone interviews or demonstrations without charge to HCPS.
- 7.7 HCPS reserves the right to negotiate or modify any element of the proposal to ensure that the best possible arrangement for achieving the stated purpose is obtained.
- 7.8 Proposals shall be evaluated, and the offeror notified of the results.

8. **TERMINATION OF CONTRACT**

8.1 Termination for Default

- 8.1.1 If the Provider fails to fulfill its obligations under this contract properly and on time, otherwise violates any provision of the Contract, HCPS may terminate the Contract by written notice to the Provider. The notice shall specify the acts of omissions relied on as cause for termination.
- 8.1.2 All finished or unfinished supplies and services provided by the Provider, shall at HCPS' option, become HCPS property. HCPS shall pay the Provider fair and equitable compensation for satisfactory performance prior to receipt of Notice of Termination, less the amount of damages caused by Provider's breach.
- 8.1.3 If the damages are more than the compensation payable to the Provider, the Provider will remain liable after termination and HCPS can affirmatively collect damages.

8.2 Termination for Convenience

HCPS may terminate all or part of the work required under this contract for the convenience of HCPS with ninety (90) days notification. In the event of such termination, the Contract Administrator shall determine the costs the Provider has incurred to the date of termination and such reasonable costs associated with the termination. HCPS shall pay such costs as determined by the Contract Administrator to the Provider together with reasonable profit reasonably earned by the Provider to the time of termination but not to include any profit not earned as of the date of termination.

9. **RFQu COORDINATOR**

Upon release of this RFQu, all communications should be directed in email to the RFQu Coordinator listed below. Unauthorized contact regarding this RFQu with other HCPS employees may result in disqualification. Any oral communication will be considered unofficial and non-binding on the School District. Questions regarding this document must be submitted to the following RFQu Coordinator:

Name: Geoffrey Sudzina

Email: Geoffrey.Sudzina@hcps.org

10. **SUBMITTAL RESPONSE**

All proposals shall be emailed to bids@hcps.org. Mark subject line – **RFQu #24-GS-032 Out of School Time Services**. Only electronic submittals will be accepted. It is the Offeror(s) responsibility to verify that the Proposal has been received, prior to the due date. 'Read Receipts' are not sufficient. Offeror(s) may contact the Procurement Agent listed within the solicitation, by email or phone, to confirm receipt of bids.

11. **RESPONSE FORMAT**

Request for Qualifications should be prepared simply and provide the information requested.

11.1 Offerors shall submit the following:

11.1.1 Proposal

11.1.2 Required Documentation

11.1.3 Cost Information

11.2 If confidential materials are submitted, offerors are requested to submit one (1) additional electronic copy of their submittal for the purposes of Freedom of Information Requests. The redacted electronic copy shall be marked "**Redacted Copy**". It is understood that this copy may be made available to any requesting party without prior consent or approval from the originator. Blanket requests for the entire proposal to be held confidential will not be considered.

12. **OFFERORS COST TO DEVELOP REQUEST FOR QUALIFICATIONS**

Costs for developing responses to this RFQu are the obligation of the Offeror and shall not be chargeable in any manner to HCPS.

13. **ADDITIONAL INFORMATION**

13.1 This RFQu imposes no contractual obligation whatsoever on the part of HCPS or Offeror.

13.2 Offeror is to submit electronically a complete "Proposal" that contains original signatures (no signature photocopies or signature stamps permitted) for HCPS analyzation purposes.

13.3 HCPS reserves the right to reject any or all proposals or not award a contract.

13.4 If an offeror discovers any ambiguity, conflict, omission or other error in the specifications, offeror shall immediately notify the Purchasing Department of such error and request clarification of the document. Offeror understands that the only official answer or position of HCPS will be the one stated in writing by the RFQu Coordinator, or in their absence an authorized representative.

14. **SUBMITTAL REQUIREMENTS**

Proposals for this Request for Qualifications should include the following:

14.1 **Tab 1 – Background**

Provide general background information regarding your firm, including a summary of previous experiences with the implementation of similar solutions of the same scope and size.

14.2 **Tab 2 – Experience of Personnel**

14.2.1 List of personnel, including subcontractors that will be dedicated to this contract.

14.2.2 Provide resumes describing formal education and experience of staff.

14.2.3 Submit the names of ALL team members and their proposed roles in the process.

14.3 **Tab 3 – Qualifications and Capabilities**

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

14.3.2 The number of years the Offeror has provided similar services.

14.3.3 The number of clients/customers and geographic locations that the Offeror currently serves.

14.3.4 The Offerors approach and methodology of how the services herein addressed will be provided and submit any applicable artifacts.

14.3.5 Provide a list of current schools Offeror provides OST services, and student outcome data for each.

14.3.6 Demonstrate knowledge and competency of the processes and procedures related to special education.

14.3.7 Provide information on the knowledge of available community services related to at-risk populations, non-native English speakers and how to best make connections.

14.3.8 Provide information on the knowledge of COMAR through the MSDE lens.

14.3.9 Provide information on the knowledge of Blueprint for Maryland's Future, Concentration of Poverty grant.

14.3.10 Demonstrate experience conducting comprehensive needs assessments used to design high quality OST programming.

14.3.11 Demonstrate experience in presenting information (written and verbal) to a variety of audiences to include, but not limited to community, business, governmental, families, students, etc. in both English and designated language.

14.3.12 Discuss the internal processes in place to address the quality of work, internal audits, record-keeping, client communication, performance reviews, problem resolution, security/confidentiality protocols.

14.3.13 Provide evidence of consistently high standards, professionalism, customer attentiveness, and industry knowledge.

14.4 Tab 4 - Sample

Submit an electronic sample of a current OST program (website link). Failure to submit a sample may deem your submission non-responsive.

14.5 Tab 5 – References

14.5.1 Provide a minimum of three (3) reference letters from schools that your institution has provided or is providing services similar in scope to the RFQu. HCPS reserves the right to ask for additional references.

14.5.2 Reference letters shall be current, dated within one (1) year of this request.

14.5.3 The reference from the client must be provided on their letterhead, and include details regarding your firm's role, level of service provided, etc.

14.5.4 One (1) reference from Harford County Public Schools may be considered.

14.5.5 Please include current contact information for all references, including name, phone number, and e-mail address.

14.6 Tab 6 - Required Documents

14.6.1 Conflict of Interest Disclosure Form.

14.6.2 Employment of Sex Offenders and Other Criminal Offenders Affidavit.

14.6.3 State of Maryland Anti Bribery Affidavit.

14.6.4 Certification Regarding U.S. Government Debarment, Suspension, Ineligibility, and Voluntary Exclusion.

14.6.5 Student Data Privacy Requirements.

14.6.6 Evidence General Liability, Professional Liability, Automobile Liability and Worker's Compensation Insurance (if applicable).

14.6.7 Provide any exceptions to HCPS's Terms and Conditions. (Failure to indicate any exceptions shall be interpreted as the Offerors intent to fully comply with all HCPS Terms and Conditions).

SIGNATURE SHEET
(To be submitted with Proposal)

I/We agree to provide the services in accordance with the accompanying requirements and all conditions, provisions, attachments, and any addenda to this RFQu.

_____ Company	_____ Authorized Representative (print)
_____ Address	_____ Signature
_____ Address, continued	_____ Title (print)
_____ Name of Firm's Contract Administrator	_____ Phone Number of Authorized Representative
_____ Phone Number of Firm's Contract Administrator	_____ E-mail Address of Authorized Representative
_____ E-mail Address of Firm's Contract Administrator	_____ Federal I.D. Number

Acknowledgement of Addenda (if issued)

I/We acknowledge receipt of the following Addenda:

- No. _____, Dated _____
- No. _____, Dated _____
- No. _____, Dated _____

 Company Name

**HARFORD COUNTY PUBLIC SCHOOLS
 102 SOUTH HICKORY AVENUE
 BEL AIR, MD 21014**

COST INFORMATION

RFQu #24-GS-032

HCPS Out of School Time Services

Description	Hourly Labor Rate Range (Based upon the Number of Years of Experience)			
	\$	/hr	to	\$
Out of School Time (OST) Services				

Number of years of experience providing OST programming (minimum of 5 years is required)	
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ADDITIONAL INFORMATION:

Contract Contact:	
Phone Number:	
E-Mail Address:	

FORM OF PAYMENT (mark those you will accept)*:

	Do you accept credit card?
	Is there a fee for using a credit card?
	If yes, what is the fee amount?
	ACH Payment
	Conventional Check

***NOTE:** Must request changes to payment method or bank information in writing.



PROFESSIONAL SERVICES AGREEMENT SAMPLE

This Professional Services Agreement (the "Agreement") CONTRACT NUMBER, effective as of _____ ("Effective Date"), is entered into by and between Harford County Public Schools (HCPS) having its principal place of business at 102 S. Hickory Ave., Bel Air, MD 21014 ("HCPS"), and NAME OF FIRM HERE having its principal place of business at ADDRESS HERE ("Consultant"). In mutual consideration of the mutual promises set forth in this Agreement, the parties agree as follows:

1. **SERVICES**

Scope of Services. Subject to the terms and conditions of this Agreement and the terms and conditions of IFB/RFP/ NUMBER HERE, Consultant will perform those professional consulting services as set forth and attached hereto as **Exhibit A (SCOPE OF WORK), Exhibit B (Fees) and Exhibit C (Schedule)** and as amended and/or supplemented from time to time by the mutual written agreement of the parties and incorporated herein by reference. At a minimum, a written document that (i) references this Agreement, (ii) describes the Services to be performed (iii) specifies the corresponding rate schedule or other fee information, and (iv) is signed by both parties or is issued by one party and signed by the other party. Consultant will use commercially reasonable efforts to complete the Services by the applicable dates set forth in the attachment ("Target Dates").

2. **REMEDIES AND TERMINATION**

- 2.1. **Correction of Errors, Defects, and Omissions** – The Consultant agrees to perform work as may be necessary to correct errors, defects, and omissions in the services required under this agreement without undue delays and without cost to HCPS. The acceptance of the work set forth herein by HCPS shall not relieve the Consultant of responsibility.
- 2.2. **Set-Off** – HCPS may deduct from and set-off against any amounts due and payable to the Consultant any back-charges or damages sustained by HCPS by virtue of any breach of this agreement by the Consultant to perform the services or any part of the services in a satisfactory manner. Nothing herein shall limit the liability of the Consultant for damages and HCPS may affirmatively collect damages from the Consultant.
- 2.3. **Termination for Default**
 - 2.3.1. If the Consultant fails to fulfill its obligations under this Agreement properly and on time, otherwise violates any provision of the Agreement, HCPS may terminate the Agreement by written notice to the Consultant. The notice shall specify the acts of omissions relied on as cause for termination.
 - 2.3.2. All finished or unfinished supplies and services provided by the Consultant shall, at HCPS' option, become HCPS' property. HCPS shall pay the Consultant fair and equitable compensation for satisfactory performance prior to receipt of Notice of Termination, less the number of damages caused by Consultant's breach.
 - 2.3.3. If the damages are more than the compensation payable to the Consultant, the Consultant will remain liable after termination and HCPS can affirmatively collect damages.
- 2.4. **Termination for Convenience** – HCPS may terminate all or part of the work required under this Agreement for the convenience of HCPS with a thirty (30) day notification. In the event of such termination, the Agreement Administrator shall determine the costs the Consultant has incurred to the date of termination and such reasonable costs associated with the termination. HCPS shall pay such costs as determined by the Agreement Administrator to the Consultant together with reasonable profit reasonably earned by the Consultant to the time of termination but not to include any profit not earned as of the date of termination.
- 2.5. **Obligations of Consultant upon Termination** – Upon Notice of Termination, the Consultant shall:
 - 2.5.1 Take immediate action to orderly discontinue its work and demobilize its work force to minimize the occurrence of costs.
 - 2.5.2 Take such action as may be necessary to protect the property of HCPS, place no further orders or sub-Agreement, assign to HCPS in the manner and to the extent directed by HCPS all the right, title and if ordered by HCPS possession and interest of Consultant under the orders or sub-Agreements terminated.
 - 2.5.3 Deliver to HCPS all materials, equipment, data, drawings, specifications, reports, estimates, and such other information accumulated by the Consultant which has been or will be reimbursed under this agreement after considering any damages that may be payable to HCPS. Title to such items shall be transferred to HCPS.

- 2.6. **Remedies Not Exclusive** – The rights and remedies contained in these terms and condition are in addition to any other right or remedy provided by law, and the exercise of any of them is not a waiver of any other right or remedy provided by law.
3. **ORDER OF PRECEDENCE**
In the event of an inconsistency among provisions of this Request for Proposal, the inconsistency shall be resolved by the following order of precedence:
Performance Work Statement (Statement of Work)
Specifications/Terms of the Request for Proposal
General Terms and Conditions for Request for Proposal
4. **CONTRACT TERM**
 - 4.1. This Agreement with respect to all items accepted, change orders, and all papers and documents accompanying the same, including these terms and conditions shall constitute the formal Agreement between the Consultant and HCPS.
 - 4.2. The term for this Agreement is _____.
5. **WAIVER OF RIGHT**
The Consultant agrees that it and its parent, its affiliates, and subsidiaries, if any; waive the right to offer on any procurement Agreement, of any tier, resulting from the services to be provided under this agreement.
6. **INITIATION OF WORK**
The Consultant shall not commence performance of the services until it receives a formal written notice from HCPS in the form of an Agreement, Purchase Order, or Notice to Proceed from the Supervisor of Purchasing or designated Purchasing Agent.
7. **GOVERNING LAW AND DISPUTE RESOLUTION**
 - 7.1 Any contract shall be construed in accordance with, and interpreted under, the laws of the State of Maryland. Any lawsuits arising out of such bid shall be filed in the appropriate State Court located in Harford County, Maryland.
 - 7.2 Alternative Dispute Resolution (ADR) may be used at HCPS's sole discretion, but HCPS is not obligated to utilize ADR.
8. **FREEDOM OF INFORMATION ACT**
 - 8.1. The Consultant(s) should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification of why such materials, upon request, should not be disclosed by HCPS. Blanket requests for the entire proposal to be held confidential will not be considered.
 - 8.2. HCPS shall determine, in its sole discretion, which (if any) portions of the Consultant's proposals shall be confidential. It is the responsibility of the Proposer to clearly mark such information (pages) as "Confidential".
9. **COMPLIANCE WITH LAW**
 - 9.1. The Consultant hereby represents and warrants that it is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified.
 - 9.2. The Consultant hereby represents and warrants it is not arrears with respect to the payment of any monies due and owing the County or State, of any department or agency thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this agreement.
 - 9.3. The Consultant shall comply with all Federal, State and Local law, ordinances and legally enforceable rules and regulations applicable to its activities and obligations under this agreement.
 - 9.4. The Consultant must, at its expense, obtain any and all licenses, permits, insurance, and governmental approval required by Local, State, and Federal authorities, if any, necessary to fulfil its obligations under this agreement.
 - 9.5. The Consultant must be fully licensed in all trades or special areas that require a license by Local, State, and Federal authorities.
 - 9.6. It is the Consultant's responsibility to notify HCPS of lapses in, suspension of or termination of special permits and licenses required under the Agreement.
10. **RESPONSIBILITY FOR CLAIMS AND LIABILITY**
 - 10.1. To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold the HCPS and its employees, agents, officials or volunteers harmless from and against any and all claims, losses, damages, expenses, causes of action and liabilities including without limitations, attorney's fees arising out of or related to the Indemnitor's occupancy or use of the Indemnitee's premises or operations incidental thereto (if applicable), provided that any such claim, loss, damage, expense, cause of action or liability is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from. Consultant expressly indemnifies HCPS for the

consequences of any negligent act or omission of the Indemnitor or any of the Indemnitor's employees, agents, officials or volunteers or anyone for whose acts the Indemnitor may be liable, unless such act or omission constitutes gross negligence or willful misconduct.

10.2. In claims against any person or entity indemnified within this indemnification by an employee of the Awarded Consultant, a sub-Contractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Consultant or a sub-Contractor under Workers' Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

11. INSURANCE

11.1. Consultant warrants that it has reviewed and accepted the insurance requirements contained in the attached document.

11.2. The Consultant shall take proper safety and health precautions and protect their work, their employees, the public and the property of others from any damage or injury resulting solely from the performance of the work described herein.

11.3. HCPS shall not be liable for any injuries to the employees, agents, or assignees of the Consultant arising out of, or during the agreed upon work relating to this agreement.

11.4. The Consultant has in force, or shall obtain, and will maintain insurance in not less than the amounts specified and in accordance with the requirements contained in the attached insurance requirements.

12. STAFF

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

13. DRUG, TOBACCO, AND ALCOHOL

All HCPS properties are "drug, tobacco, and alcohol-free zones" as designated by Local and State laws. Neither the Consultant or their employees (or sub-Contractors) are permitted to have any tobacco products, vaporizers, e-cigarettes, illegal or prescription drugs, or alcohol products on HCPS property. Use or possession of such items on HCPS property will result in immediate termination of the Agreement.

14. NONDISCRIMINATION

14.1. The Consultant shall comply with all Federal and State anti-discrimination laws in the performance of this Agreement.

14.2. HCPS does not discriminate on the basis of age, ancestry/national origin, color, disability, pregnancy, gender identity/expression, marital status, race, religion, sex or sexual orientation in matters affecting employment or in providing access to programs and activities and provides equal access to the Boy Scouts and other designated youth groups.

14.3. In accordance with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. §1681, *et seq.*), Harford County Public Schools does not discriminate on the basis of sex in any of its programs or activities or with regard to employment. Inquiries about the application of Title IX, and its implementing regulations to Harford County Public Schools may be referred to Renee McGlothlin, Harford County Public Schools Title IX Coordinator, by mail to 102 S. Hickory Avenue, Bel Air, Maryland 21014, or by telephone to [410-809-6087](tel:410-809-6087) or by email to Renee.McGlothlin@hcps.org or the Assistant Secretary for the Office of Civil Rights in the United States Department of Education by mail to 400 Maryland Avenue, SW, Washington, DC 20202 or by telephone [1-800-421-3481](tel:1-800-421-3481), or both.

14.4. The Consultant shall furnish, if requested by HCPS, a compliance report concerning their employment practices and policies in order for HCPS to ascertain compliance with the special provisions of this Agreement concerning discrimination in employment.

14.5. In the event the Consultant is deemed noncompliant with the nondiscrimination clause of this Agreement, this Agreement may be canceled, terminated, or suspended in whole or in part.

15. NON-HIRING OF EMPLOYEES BY AWARDED CONSULTANT OR HCPS

15.1. No employee of the HCPS or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this Agreement, shall, while so employed, become or be an employee of the party or parties hereby Agreement with the HCPS or any unit thereof.

15.2. No employee of the Consultant or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contact, shall, while so employed, become or be an employee of the party or parties hereby Agreeing with the Consultant or any unit thereof.

16. FINANCIAL DISCLOSURE

The Consultant shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article, Annotated Code of Maryland, which requires that every business that enters into Agreements, leases or other agreements with the State of Maryland or its agencies, including school districts, during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall within thirty (30) days of the time when the aggregate value of these Agreements, leases or other agreements reached \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

17. POLITICAL CONTRIBUTION DISCLOSURE

Consultant shall comply with the provisions of Section 14-101 et seq. of the Election Law Article of the Maryland Code, which require that every person that enters into Agreements, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, including school districts, during a calendar year under which the person receives in the aggregate \$10,000 or more, shall, on or before February 1 of the following year, file with the Secretary of State of Maryland certain specified information to include disclosure of political contributions in excess of \$100 to a candidate for elective office in any primary or general election.

18. RETENTION OF RECORDS

The Consultant shall retain and maintain all records and documents relating to this Agreement for three (3) years after final payment by HCPS hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of HCPS or designee, at all reasonable times.

19. LANGUAGE/GENDER

- 19.1. Proposer, Consultant, vendor, consultant, firm and Agreement all have the same meaning and may be used interchangeably.
- 19.2. The Board of Education of Harford County is also referred to as HCPS, Harford County Public Schools, and Board of Education which may be used interchangeably.
- 19.3. Proposal and offer all have the same meaning and can be used interchangeably.

20. DISSEMINATION OF INFORMATION

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

21. CONSULTANT'S OBLIGATION

- 21.1. The Consultant shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission but shall fully complete every part as the true intent and meaning of the specifications, as decided by HCPS, and as described herein.
- 21.2. The Consultant shall perform the services with that standard of care, skill, and diligence normally provided by a consultant in the performance of services similar to the services hereunder.
- 21.3. Notwithstanding any review, approval, acceptance, or payment for the services by HCPS, the Consultant shall be responsible for professional and technical accuracy of its work furnished by the Consultant under this agreement.
- 21.4. HCPS review, approval, or acceptance of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to HCPS in accordance with applicable law for all damages to HCPS caused by the Consultant's negligent performance of any or the services furnished under this Agreement.
- 21.5. The rights and remedies of HCPS provided for under this Agreement are in addition to any rights and remedies provided by law.
- 21.6. In case of any apparent conflict between the specifications and such laws, ordinances, etc., the Consultant shall call to the attention of the applicable HCPS designee(s) to such conflict for a decision before proceeding with any work.
- 21.7. Any deviations to the specifications or statement of work must be clearly noted in detail by the Consultant, in writing, at the time of submittal of the formal proposal.
- 21.8. The Consultant shall and will, in good professional manner, do and perform all services, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this Agreement, within the time herein specified, in accordance with the provisions of this Agreement and said specifications and in accordance with the specifications covered by this Agreement and any and all supplemental specifications, and in accordance with the directions of the Board of Education as given from time to time during the progress of the work. The Consultant shall observe, comply with and be subject to all terms, conditions, requirements and limitations of the Agreement and Specifications and shall do, carry on and complete the entire work to the complete satisfaction of the Board of Education.

21.9. Consultant may be required pursuant to the Business Regulation Article of the Maryland Code, to provide proof of Certificate of Registry.

22. CHANGES, ALTERATIONS, OR MODIFICATIONS

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

22.2. If such changes cause an increase or decrease in the Consultant's cost of, or time required for, performance of any service under this Agreement, whether or not changed by an order, an equitable adjustment shall be made and the Agreement shall be modified in writing accordingly. Any claim of the Consultant for adjustment under this clause must be asserted in writing with thirty (30) days from the date of receipt by the Consultant of the notification of change unless the Contract Administrator or his duly authorized representative grants a further period of time before the date of final payment under the Agreement. Written modifications must adhere to the requirements set forth in paragraph 1.1 of this Agreement.

22.3. No services for which an additional cost or fee will be charged by the Consultant without prior written authorization of a change order. Any changes to the scope of the Services must be made in writing and signed by both parties ("Change Order") or if the Change Order is made via email to the other party's designated contact person, the receiving party will have five business days to reject the Change Order. Each accepted Change Order will be incorporated herein by reference and subject to the terms and conditions of this Agreement.

23. SUB-CONTRACTOR OR ASSIGNMENT

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

24. DELAYS AND EXTENSIONS

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

25. ILLEGAL IMMIGRANT LABOR

The use of illegal immigrant labor to fulfill Agreements solicited by HCPS is in violation of the law and is strictly prohibited. Consultants and sub-Contractors must verify employment eligibility of workers in order to assure that they are not violating Federal/State/Local laws regarding illegal immigration. A compliance audit may be conducted.

26. CRIMINAL BACKGROUND CHECKS

Amendments to Section §5-561 of the Family Law Article of the Maryland Code effective July 1, 2015, require each Consultant and Sub-Contractor with a local school system to ensure that any individuals in their work force undergo a criminal background check and fingerprinting if such individual will work in, on or about school premises and the individual will have direct, unsupervised and uncontrolled access to children.

The term "**work force**" means any of the Consultant's employees or the Consultant's Sub-Contractors and their employees.

Consultant shall cause any member of Consultant's work force to undergo a criminal history background check, including fingerprinting, if such work force member may or will work in, on or about school premises and may, or will have direct, unsupervised, and uncontrolled access to children. Such background check and fingerprinting shall meet the requirements of Section §5-560 to §5-569 of the Family Law Article of the Maryland Code.

The cost of such criminal background check and fingerprinting shall be paid by consultant.

HCPS shall have the right, in its sole discretion, to prohibit any individual from performing any work at, or in or about school premises based on such individual's criminal background check.

26.1. IN ADDITION to the above requirements, Consultants shall comply with the requirements of House Bill 486 passed by the General Assembly in 2019, regarding screening of applicants for employment.

- 26.1.1. Effective July 1, 2019
- 26.1.2. MSDE Guidance for House Bill 486 – Child Sexual and Sexual Misconduct Prevention) can be found online at www.marylandpublicschools.org.
- 26.1.3. Submission of Section 000325 Contract Affidavit (HB 486/SB 541Compliance) is required to be submitted prior to award of contract.

27. EMPLOYMENT OF CHILD SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS

- 27.1 If a child sex offender, as determined by the definitions contained in the Criminal Law Article of the Annotated Code of Maryland, is employed by the Consultant, the Consultant is prohibited from assigning that employee to perform management, delivery, installation, repair, construction, or any other type of services on any HCPS property, including the project property. Violation of this provision may result in Termination for Cause.
- 27.2 Consultant acknowledges and agrees that, pursuant to Section §6-113 of the Education Article of Maryland Code, Consultant is prohibited from knowingly assigning or permitting its Sub-Contractor from knowingly assigning any of the Consultant's or Sub-Contractor's employees to work in, on or about school premises if such employee may or would have direct, unsupervised and uncontrolled access to children if the employee has been convicted of, pled guilty or nolo contendere, to any of the following crimes.
- 27.3 A sexual offense in the third or fourth degree under §3-307 or §3-308 of the Criminal Law Article of the Maryland Code or an offense under the laws of another state that would constitute an offense under §3-307 or §3-308 of the Criminal Law Article if committed in Maryland;
- 27.4 Child sexual abuse under §3-602 of the Criminal Law Article, or an offense under the laws of another state that would constitute child sexual abuse under §3-602 of the Criminal Law Article if committed in Maryland; or
- 27.5 A crime of violence as defined in §14-101 of the Criminal Law Article, or an offense under the laws of another state that would be violation of §14-101 of the Criminal Law Article if committed in Maryland, including: (1) abduction; (2) arson in the first degree; (3) kidnapping; (4) manslaughter, except involuntary manslaughter; (5) mayhem; (6) maiming; (7) murder; (8) rape; (9) robbery; (10) carjacking; (11) armed carjacking; (12) sexual offense in the first degree; (13) sexual offense in the second degree; (14) use of a handgun in the commission of a felony or other crime of violence; (15) child abuse in the first degree; (16) sexual abuse of a minor; (17) an attempt to commit any of the crimes described in items (1) through (16) of this list; (18) continuing course of conduct with a child under §3-315 of the Criminal Law Article; (19) assault in the first degree; (20) assault with intent to murder; (21) assault with intent to rape; (22) assault with intent to rob; (23) assault with intent to commit a sexual offense in the first degree; and (24) assault with intent to commit a sexual offense in the second degree.
- 27.6 Direct unsupervised and uncontrolled access with students is prohibited. If you, as the Consultant/Site Supervisor, witness or suspect your employee(s) entering into a student area, action must be taken immediately to rectify the situation.
- 27.7 The apparent low bidder shall complete and submit the Employment of Sex Offenders and Other Criminal Offenders Affidavit, which is specified in the bid documents within ten (10) working days of receiving notification of potential award.
- 27.8 Section §11-722 of the Criminal Procedure Article of the Maryland Code prohibits any person with a contract with a local Maryland school system from knowingly employing an individual to work at the school if the individual is registered as a sex offender pursuant to Section §11-704 of the Criminal Procedure Article. Violation of this paragraph may result in termination of the agreement at HCPS's discretion.

28. LABOR AND RATES OF PAY

- 28.1. The Consultant agrees that it shall abide by all applicable provisions of Federal and State law and regulation pertaining to workplace conditions, child labor and that all employees will be treated with dignity and respect.
- 28.2. The Consultant agrees to comply with all applicable Federal and State law and regulation relating to payment of wages.

29. PROCUREMENT-INVESTMENT ACTIVITIES IN IRAN

The Consultant agrees that it shall abide by and comply with Section 17-701 et seq. of the State Finance and Procurement Article of the Maryland Code, regarding business in Iran.

30. IT ACCESSIBILITY PROGRAM

- 30.1 Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended in 1998, is a federal law that requires agencies to provide individuals with disabilities equal access to electronic information and data comparable to those who do not have disabilities, unless an undue burden would be imposed on the agency. The Section 508 standards are the technical requirements and criteria that are used to measure conformance within this law. More information on Section 508 and the technical standards can be found at www.section508.gov.
- 30.2 Section 508 requires agencies, during the procurement, development, maintenance, or use of ICT, to ensure that individuals with disabilities have access to and use of ICT information and data comparable to the access and use afforded to individuals without disabilities (i.e., "ICT accessibility"), unless an undue burden would be imposed on the agency. The Section 508 standards are the technical requirements and criteria that are used to measure conformance with the law and incorporate the W3C Web Content Accessibility Guidelines (WCAG) 2.2.

31. TECHNOLOGY-BASED INSTRUCTIONAL PRODUCTS

- 31.1 HCPS is committed to ensuring that digital technology (hardware, instructional software, online resources, and computer-based equipment) is accessible to individuals with disabilities. The Consultant guarantees that all digital tools supplied under this contract meet the accessibility requirements of the Web Content Accessibility Guidelines (“WCAG”) 2.2 Level AA and conform to the most recent Section 508 standards for information technology accessibility under the federal Rehabilitation Act of 1973. “Digital tool” is defined pursuant to Md. Code Ann., Educ., § 7-910.
- 31.2 All online platforms must conform to the guidelines for accessibility as set forth in the WCAG version 2.2 [W3C WCAG 2.2 Now Available](#) (minimum Level AA conformance). HCPS will only consider vendors whose products conform to these standards. Conformance to the specified standards can be documented through the submission of an up-to-date, complete, and accurate Accessibility Conformance Report (ACR). The ACR must address the leading ICT accessibility standards: Section 508 (U.S.), EN 301 549 (EU), and W3C/WAI WCAG. The ACR must include the latest version of the [Voluntary Product Accessibility Template](#) (VPAT®), which can be obtained from the Information Technology Industry Council (ITI) website (<https://www.itic.org/>).
- 31.3 For digital tools, Consultant is required to submit an accessibility conformance report that includes a Voluntary Product Accessibility Template for any invitation for bids, requests for proposals, procurement contracts, grants, or modifications to contracts or grants. The accessibility conformance report must explain how information and communication technology products, including software, electronic content, and support documentation, conform to the most recent ICT accessibility standards: Section 508 (U.S.), EN 301 549 (EU), and W3C/WAI WCAG. The instructions and the required forms can be found at the General Services Administration (GSA) Section 508 website at <https://www.section508.gov/sell/how-to-create-acr-with-vpat/>.
- 31.4 **Consultant Notice of Equivalent Access Standards**
In accordance with Md. Code Ann., Educ., § 7-910, “equivalent access” includes the ability to receive, use, and manipulate information and operate controls necessary to access and use information technology, including by nonvisual means, so that a student with disabilities can access the same services as a student without disabilities with substantially equivalent ease of use.

“Equivalent access” includes:

1. Keyboard controls used for input and synthesized speech;
2. Braille; and
3. Other audible or tactile means used for output.

“Nonvisual access” means the ability to receive, use, and manipulate information and operate controls necessary to access information and communications technology through keyboard controls, synthesized speech, braille, or other methods not requiring sight.

31.5 Accessibility Indemnification and Guarantees

- 31.5.1 The Consultant agrees to indemnify and hold harmless HCPS from any costs, expenses, liabilities, or obligations arising from accessibility-related issues involving the digital tools provided under this contract. This indemnification includes the defense of any legal action or proceedings alleging non-compliance with federal or State of Maryland accessibility laws and regulations and payment of any resulting liabilities. This clause will survive the termination of the contract.
- 31.5.2 Consultant acknowledges that its failure to meet the equivalent access standards established under Subsection (a)(2) of Section 508 of the federal Rehabilitation Act of 1973 or WCAG 2.2 Level AA may face civil penalties set forth in Md. Code Ann., Educ., § 7-910.
- 31.5.3 For all technology based instructional products, online platforms, and digital tools, Consultant must maintain and improve their digital accessibility in compliance with evolving standards and best practices. Consultant will provide a listing of timelines for expected improvements to the programs. Consultant will establish a mechanism for users to report accessibility issues and ensure prompt resolution of reported problems.

31.6 Third-Party Technology

The Vendor acknowledges that supplying third-party technology does not exempt the Consultant from ensuring product compliance with this clause. The Consultant bears sole responsibility for determining the accessibility of such technology and must ensure that it can be edited or remediated as necessary to comply with accessibility standards.

32. FORCE MAJEURE

- 32.1 A party shall not be liable for any failure of or delay in the performance of this agreement for the period that such failure or delay is beyond the reasonable control of a party, materially affects the performance of any of its obligations under this agreement, and could not reasonably have been foreseen or provided against, but will not be excused for failure or delay resulting from only general economic conditions or other general market effects. Such causes may include, but are not limited to, acts of God, nature or the public enemy, terrorism, invasion, insurrection, order of court, judge, or civil

authority, strike, stoppage of labor, riot, and unusually severe weather, significant fires, floods, earthquakes, storms, epidemics, pandemics, quarantine restrictions, strikes, freight embargos, government regulation, or governmental authorities, and delays which are not caused by any act or omission.

32.2 If either party is delayed by force majeure, the time of contract completion may be extended by contract modification, for a period of time equal to that delay caused under this condition. HCPS may also consider requests for price increase for raw materials that are directly attributable to the cause of delay. HCPS reserves the right to cancel the contract and/or purchase materials, equipment, or services from the best available source during the time of force majeure, and Consultant shall have no recourse against HCPS. Further, except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure as defined herein.

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

CONSULTANT ATTEST:

Name:
Title:
Date:

ATTEST:

Name:
Title:
Phone:
Email:
Date:

HARFORD COUNTY PUBLIC SCHOOLS:

Name: Sean W. Bulson, Ed.D., Superintendent
Title:
Date:

INSERT NAME OF FIRM HERE

By: _____
Name:
Title:
Phone:
Email:
Date:

ATTACHMENTS (All items listed below must be submitted with each Agreement)

1. Insurance Requirements for Consulting Agreements
2. State of Maryland Anti-Bribery Affidavit
3. Certification Regarding U.S. Government Debarment, Suspension, Ineligibility, and Voluntary Exclusion
4. Employment of Sex Offenders and Other Criminal Offenders Affidavit
5. Student Data Privacy Requirements



**Request for Qualifications
RFQu #24-GS-032**

**PROPOSAL DOCUMENTS REQUIRED
DOCUMENTATION**

All documents in this section shall be completed, signed, and submitted with the proposal package.

Harford County Public Schools
CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

- (a) The Consultant warrants that, to the best of the Consultant's knowledge and belief, there are no relevant facts or circumstances which could give rise to a conflict of interest.
- (b) Prior to commencement of any work, the Consultant agrees to notify the Procurement Agent immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the buyer any actual or potential conflict of interest the Consultant may have.
- (c) The Consultant agrees that if an actual or potential conflict of interest is identified during performance, the Consultant will immediately make a full disclosure in writing to the Procurement Agent. This disclosure shall include a description of actions which the Consultant has taken or proposes to take, after consultation with the Procurement Agent, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Consultant shall continue performance until notified by the Procurement Agent of any contrary action to be taken.
- (d) Remedies - The Board may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid a conflict of interest. If the Consultant was aware of a potential conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Procurement Agent, the Board may terminate the contract for default, suspend the Consultant from further Board contracts, or pursue such other remedies as may be permitted by law or this contract.
- (e) The Consultant agrees to insert in each subcontract placed hereunder, provisions which shall conform substantially to the language of this affidavit.

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

Date: _____

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

_____ (signature of Authorized Representative and affiant)

_____ (Company Name)

**HARFORD COUNTY PUBLIC SCHOOLS
EMPLOYMENT OF SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS AFFIDAVIT**

The following pages summarize criminal offender legislation applicable to Maryland Public Schools. The Affidavit below affirms your understanding of the requirements related to these Laws.

I AFFIRM THAT:

I am aware of, and the business listed below will comply with, the following requirements of Section §11-722 of the Criminal Procedure Article, and Section §6-113 of the Education Article, Annotated Code of Maryland:

- A. Maryland Law requires sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work, or attend school. An HCPS contractor agrees and acknowledges that it/he/she is prohibited from knowingly employing an individual to work at a school if the individual is registered as a sex offender pursuant to Section §11-704 of the Criminal Procedures Article of Maryland Code.
- B. An HCPS contractor or subcontractor may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of:
 - 1) Section §3-307 of the Criminal Law Article, Maryland Annotated Code, *Sexual Offense in the Third Degree*;
 - 2) Section §3-308 of the Criminal Law Article, Maryland Annotated Code, *Sexual Offense in the Fourth Degree*;
 - 3) An offense under the laws of another state that would constitute a violation of Sections §3-307 or §3-308 of the Criminal Law Article if committed in Maryland;
 - 4) Child sexual abuse under Section §3-602 of the Criminal Law Article, Annotated Code of Maryland;
 - 5) An offense under the laws of another state that would constitute child sexual abuse under Section §3-602 of the Criminal Law Article if committed in Maryland;
 - 6) A crime of violence as defined in Section §14-101 of the Criminal Law Article, Annotated Code of Maryland; or
 - 7) An offense under the laws of another state that would constitute a crime of violence under Section §14-101 of the Criminal Law Article if committed in Maryland.
 - 8) Contractors shall comply with the requirements of House Bill 486 passed by the General Assembly in 2019, regarding screening of applicants for employment.
 - a. Effective July 1, 2019
 - b. MSDE Guidance for House Bill 486 – Child Sexual and Sexual Misconduct Prevention) can be found online at www.marylandpublicschools.org.
 - c. Submission of Section 000325 Contract Affidavit (HB 486/SB 541 Compliance) is required to be submitted prior to award of contract.

See Section §6-113 of the Education Article, Annotated Code of Maryland

Violations of any of these provisions may result in Termination for Cause.

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

Date: _____

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

_____ (signature of Authorized Representative and affiant)

_____ (Company Name)

Employment of Sex Offenders and Other Criminal Offenders Conditions and Requirements

1.0 EMPLOYMENT OF CHILD SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS

- 1.1 **If a child sex offender, as determined by the definitions contained in the Criminal Law Article of the Annotated Code of Maryland, is employed by the Awarded Bidder, the Awarded Bidder is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any HCPS property, including the project property. Violation of this provision may result in Termination for Cause.**
- 1.2 Contractor acknowledges and agrees that, pursuant to Section §6-113 of the Education Article of Maryland Code, Contractor is prohibited from knowingly assigning or permitting its Subcontractors from knowingly assigning any of the Contractor's or Subcontractor's employees to work in, on or about school premises if such employee may or would have direct, unsupervised and uncontrolled access to children if the employee has been convicted of, pled guilty or *nolo contendere*, to any of the following crimes.
 - 1.2.1 A sexual offense in the third or fourth degree under §3-307 or §3-308 of the Criminal Law Article of the Maryland Code or an offense under the laws of another state that would constitute an offense under §3-307 or §3-308 of the Criminal Law Article if committed in Maryland;
 - 1.2.2 Child sexual abuse under §3-602 of the Criminal Law Article, or an offense under the laws of another state that would constitute child sexual abuse under §3-602 of the Criminal Law Article if committed in Maryland; or
 - 1.2.3 A crime of violence as defined in §14-101 of the Criminal Law Article, or an offense under the laws of another state that would be violation of §14-101 of the Criminal Law Article if committed in Maryland, including: (1) abduction; (2) arson in the first degree; (3) kidnapping; (4) manslaughter, except involuntary manslaughter; (5) mayhem; (6) maiming; (7) murder; (8) rape; (9) robbery; (10) carjacking; (11) armed carjacking; (12) sexual offense in the first degree; (13) sexual offense in the second degree; (14) use of a handgun in the commission of a felony or other crime of violence; (15) child abuse in the first degree; (16) sexual abuse of a minor; (17) an attempt to commit any of the crimes described in items (1) through (16) of this list; (18) continuing course of conduct with a child under §3-315 of the Criminal Law Article; (19) assault in the first degree; (20) assault with intent to murder; (21) assault with intent to rape; (22) assault with intent to rob; (23) assault with intent to commit a sexual offense in the first degree; and (24) assault with intent to commit a sexual offense in the second degree.
- 1.3 Direct unsupervised and uncontrolled access with students is prohibited. If you, as the Contractor/Site Supervisor, witness or suspect your employee(s) entering into a student area, action must be taken immediately to rectify the situation.
- 1.4 The apparent low bidder shall complete and submit the Employment of Sex Offenders and Other Criminal Offenders Affidavit, which is specified in the bid documents within ten (10) working days of receiving notification of potential award.
- 1.5 Section §11-722 of the Criminal Procedure Article of the Maryland Code prohibits any person with a contract with a local Maryland school system from knowingly employing an individual to work at the school if the individual is registered as a sex offender pursuant to Section §11-704 of the Criminal Procedure Article. Violation of this paragraph may result in termination of the agreement at HCPS's discretion.

2.0 CRIMINAL BACKGROUND CHECKS FOR CONTRACTORS

Amendments to Section §5-561 of the Family Law Article of the Maryland Code effective July 1, 2015, require each Contractor and Sub-Contractor with a local school system to ensure that any individuals in their work force undergo a criminal background check and fingerprinting if such individual will work in, on or

about school premises and the individual will have direct, unsupervised and uncontrolled access to children.

The term “**work force**” means any of the Contractor’s employees or the Contractor’s Sub-Contractors and their employees.

Contractor shall cause any member of Contractor’s work force to undergo a criminal history background check, including fingerprinting, if such work force member may or will work in, on or about school premises and may, or will have direct, unsupervised and uncontrolled access to children. Such background check and fingerprinting shall meet the requirements of Section §5-560 to §5-569 of the Family Law Article of the Maryland Code.

The cost of such criminal background check and fingerprinting shall be paid by Contractor. HCPS shall have the right, in its sole discretion, to prohibit any individual from performing any work at, or in or about school premises based on such individual’s criminal background check.

- 2.1 IN ADDITION to the above requirements, Contractors shall comply with the requirements of House Bill 486 passed by the General Assembly in 2019, regarding screening of applicants for employment.
 - 2.1.1 Effective July 1, 2019
 - 2.1.2 MSDE Guidance for House Bill 486 – Child Sexual and Sexual Misconduct Prevention) can be found online at www.marylandpublicschools.org.
 - 2.1.3 Submission of Section 000325 Contract Affidavit (HB 486/SB 541 Compliance) is required to be submitted prior to award of contract.

HARFORD COUNTY PUBLIC SCHOOLS

Sean W. Bulson, Ed.D., Superintendent

102 S. Hickory Ave, Bel Air, Maryland 21014

STATE OF MARYLAND ANTI-BRIBERY AFFIDAVIT

I HEREBY CERTIFY that:

1. I am the _____ and the duly authorized representative of the firm of _____ whose address is _____ and that I possess the legal authority to make this affidavit 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 directly involved in obtaining contracts with the State or any county, bi-county, or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions committed, which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Section 9-201 in the Criminal Law Article of the Annotated Code of Maryland or under the laws of any state or federal government.

3. (State "none" or, as appropriate, list any conviction, plea, or admission described in paragraph 2 above, with the date; court, official, or administrative body; and the sentence or disposition, if any.

I acknowledge that this affidavit is to be furnished to the requesting agency, and where appropriate, to the Board of Public Works and the Attorney General under §16-202, S.F. of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this affidavit are not true and correct, Harford County Public Schools may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with §16-203, S.F. of the Annotated Code of Maryland, which provides that certain persons who have been convicted of or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature

Witness

Date

HARFORD COUNTY PUBLIC SCHOOLS

Sean W. Bulson, Ed.D., Superintendent

102 S. Hickory Ave, Bel Air, Maryland 21014

**CERTIFICATION REGARDING U.S. GOVERNMENT
DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR, part 85, Section 85.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

- (1) The prospective participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Agency/Organization Representative

Signature

Date

Agency/Organization

*Above certification instituted by the U. S. Department of Education for all grantees and subgrantees as of fiscal year 1990.

HARFORD COUNTY PUBLIC SCHOOLS

STUDENT DATA PRIVACY REQUIREMENTS

Purpose

As school systems increasingly seek to improve curricular and classroom experiences for learners, Vendor access to certain student data has become necessary. It has become equally important to ensure that vendors employ commercially reasonable methods to safeguard student data privacy. Accordingly, these STUDENT DATA PRIVACY REQUIREMENTS apply to all vendors of software, applications, or services that require access to the Personally Identifiable Information (“PII” as further defined herein) of Harford County Public Schools’ (HCPS) students. HCPS hereinafter is referred to as “School System” or “Licensee.”

These STUDENT DATA PRIVACY REQUIREMENTS (hereinafter referred to as “Privacy Requirements”), represent standard terms and conditions for all vendors who require access to student data to provide services to the School System. In the event of a conflict between these Privacy Requirements and any agreement with the Vendor, these Privacy Requirements control.

These Privacy Requirements modify and amend the Vendor’s Terms of Service, Privacy Policy or Requirements, Licensing Agreement or any other contract document which constitutes the agreement between the Vendor and the School System relating to Out of School Time (OST) Services hereinafter, the “Contract Documents.” The Contract Documents are hereby modified by these Privacy Requirements. All terms of these Privacy Requirements supersede and take precedence over any conflicting terms in the Contract Documents.

Vendor’s Certification

By agreeing to these Privacy Requirements, the Vendor certifies, under the penalties of perjury, that Vendor complies with all federal and state laws, regulations and rules as such laws may apply to the receipt, storing, maintenance or access to personal information, including without limitation, all standards for the protection of personal information of residents of the state of Maryland and maintaining safeguards for personal information. Vendor hereby further certifies under penalties of perjury that it has a written comprehensive information security program and that Vendor shall fully comply with the provisions of the federal Family Educational Rights and Privacy Act, 20 U.S.C. §1232g and regulations promulgated thereunder and its Maryland counterparts. Vendor further agrees to comply with all of the mandates, protocols and practices established by these Privacy Requirements.

1. DEFINITIONS

“ANONYMIZED DATA” means a method of information sanitization whose intent is privacy protection. It is the process of either irreversibly encrypting or removing personally identifiable information (PII) from data sets, so that the persons named, described or otherwise identified in such data sets remain anonymous and cannot be re-identified.

“CLOUD STORAGE” means any remote server on which data or applications are housed or maintained. For the purposes of these Privacy Requirements, cloud storage includes private, public, community, hybrid and partner clouds.

“CLEAR” means a method of sanitization that applies logical techniques to sanitize data in all user-addressable storage locations for protection against simple non-invasive data recovery techniques; typically applied through the standard read and write commands to the storage device, such as by rewriting with a new value or using a menu option to reset the device to the factory state (where rewriting is not supported).

“DE-IDENTIFIED SCHOOL SYSTEM DATA” means data files that have all direct and indirect personal identifiers removed, including any data that could be analyzed and linked to other data to identify the student or the student’s family members, including without limitation parents/guardians. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location data, and federal, state and/or local school identification numbers.

“END USER” means the individuals authorized by the School System to access and use the services provided by the Vendor under the Privacy Requirements.

“LICENSEE” OR “SCHOOL SYSTEM” means Harford County Public Schools.

“LICENSEE DATA” OR “SCHOOL SYSTEM DATA” means all confidential student records or confidential student record information that contains personally identifiable student records and any other non-public student information, including but not limited to student data, metadata and user content.

“MINING SCHOOL SYSTEM DATA” means to search through, access or extract School System data, metadata or information, which is not necessary to accomplish the purpose(s) of the Privacy Requirements.

“MOBILE DEVICE” means laptop computers, tablets, smart phones and any other mobile computing devices.

“PERSONALLY IDENTIFIABLE INFORMATION” OR “PII” includes but is not limited to: personal identifiers such as name, address, phone number, dates of birth, Social Security number, and student or personnel identification number; “personal information student records” as defined in the Code of Maryland Regulations (“COMAR”) 13A.08.02 and/or any successor laws or regulations of the state of Maryland; personally identifiable information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act (“FERPA”), 20 USC §1232g; “medical information” or “medical records” as defined in Md. Health General Code Ann., §4-301; “protected health information” as the term is defined in the Health Insurance Portability and Accountability Act, 45 CFR Part 160.103; “nonpublic personal information” as the term is defined in the Gramm-Leach-Bailey Financial Modernization Act of 1999, 15 USC §6809; credit and debit card numbers and/or access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards; other financial account numbers, access codes, driver’s license numbers; and state-or federal-identification numbers such as passport, visa or state identity card numbers; and “covered information” as defined by the Maryland Student Data Privacy Act of 2015, Md. Ed. Code Ann., §4-131.

“PORTABLE STORAGE MEDIUM” means portable memory devices, including jump or thumb drives, portable hard drives, tape backup media and cloud storage.

“SECURELY CLEARED” means taking action that render data written on physical (e.g., hardcopy, microfiche, etc.) or electronic media unrecoverable by both ordinary and extraordinary means. These actions must meet or exceed those sections of the National Institute of Standards and Technology (NIST) SP 800-88 guidelines relevant to data categorized as high security, confidential student records or confidential student record information that contains personally identifiable information, personally identifiable student records, and any other non-public information, including but not limited to student data, metadata and user content.

“SECURITY BREACH” means an event in which School System Data is exposed to unauthorized disclosure, access, alteration or use.

“SYSTEMS” means any of Vendor’s computer system, network or software that accesses, maintains, stores or transmits School System Data, including computer systems or networks operated by Vendor, Vendor Personnel, Vendor contractors or subcontractors.

“STUDENT DATA” means any data about or related to a student, including information about a student’s parent or legal guardian.

“VENDOR PERSONNEL” means any employee, officer, director, agent, affiliate, contractor or subcontractor of Vendor.

2. ACCESS, CONTROL AND AUTHORIZATION

2.1. Vendor agrees to protect and maintain the security of Licensee Data and PII with commercially reasonable security measures commensurate with the sensitivity of such PII.

2.2. Vendor shall not authorize access to Licensee Data and/or PII to any of its agents, affiliates, contractors and subcontractors, or to any auditor, unless such agent, affiliate, contractor, subcontractor or auditor has entered into a written confidentiality agreement with Vendor and Licensee agreeing to protect the confidentiality and security of such student PII. Such written confidentiality agreement shall be made available for inspection, upon demand, to the Licensee.

2.3. Vendor shall not permit unauthorized access to Licensee’s student PII to any individual or entity at any time.

2.4. Vendor shall not provide any School System Data or PII or any portion thereof to any person, party or organization ineligible to receive student records and/or student record data and information protected by FERPA, federal regulation, Maryland law, Maryland regulation or so prohibited from receiving the School System Data or PII or any portion thereof.

3. PRIVACY COMPLIANCE

3.1. Vendor agrees to protect and maintain the privacy of Licensee Data and PII with commercially reasonable measures commensurate with the sensitivity of such Licensee Data.

3.2. Vendor certifies that it has implemented policies and procedures to protect against reasonably foreseeable unauthorized access to, or disclosure of, Licensee Data or PII, and to prevent other reasonably foreseeable events that may result in substantial harm to Licensee or any individual student identified in such PII.

3.3. Vendor shall not permit School System Data or PII to be maintained or stored on any Mobile Device

or Portable Storage Medium unless such is being used in connection with Vendor's backup and recovery procedures and/or encrypted. Vendor will ensure that School System Data is encrypted and that all device/medium will be scanned at the completion of any contract or service agreement and/or research study or project to ensure that no School System Data, PII, personal information and/or student record information is stored on such electronic devices/medium. Furthermore, Vendor will have in place a service that will allow vendor to wipe the hard drive on any stolen laptop or mobile electronic device remotely and have a protocol in place to ensure compliant use by employees.

3.4. Vendor shall not, **without the express prior written consent of School System:**

- (a) Maintain or store School System Data or PII outside of the United States,
- (b) Transmit Licensee's Data or PII to any contractors or subcontractors located outside of the United States,
- (c) Distribute, repurpose or share School System Data or PII with any Vendor Systems not used for providing services to the School System,
- (d) Use PII or any portion thereof to inform, influence or guide marketing or advertising efforts, or to develop a profile of a student or group of students for any commercial purpose [or for any other purposes],
- (e) Use PII or any portion thereof to develop commercial products or services,
- (f) Use any PII for any other purpose other than in connection with the services provided to the School System,
- (g) Engage in targeted advertising, as defined by Md. Ed. Code Ann., §4-131 based on the data collected from the School System.
- (h) Use any de-identified School System Data for internal product development and improvement and/or research, however, only after data fields have been defined.
- (i) Attempt to re-identify de-identified School System Data, or
- (j) Transfer de-identified School System Data to any party unless that party agrees in writing not to attempt re-identification.

3.5. VENDOR MAY USE ANONYMIZED DATA FOR PRODUCT DEVELOPMENT OR RESEARCH,

3.6. Except as specifically set forth in these Privacy Requirements, or as required by federal or state law, Vendor shall not allow unauthorized access to, or permit the release of, School System Data or PII to any individual or entity except as follows:

- (a) To the Vendor's contractors or subcontractors that provide services related to the support, maintenance, and security of Vendor's software products or online services, provided, however, that such contractors or subcontractors agree to be subject to the terms and conditions of these privacy requirements.

4. BREACH PLANNING, NOTIFICATION, AND REMEDIATION

4.1. Vendor certifies that it has implemented policies and procedures addressing a potential Security

Breach and that it possesses an up to date Security Breach response plan. Such plan shall be made available, upon request, to the School System.

4.2. Vendor shall comply with all applicable federal and state laws that require notification to individuals, entities, state agencies, or federal agencies in the event of a Security Breach.

4.3. Security Breach

- (a) In the event of a circumstance that resulted in unauthorized access to or disclosure or use of School System Data, Vendor will notify the School System within three calendar days, Vendor will fully investigate the incident and cooperate fully with the School System's investigation of and response to the incident as soon as practicable, and/or is permitted by law enforcement agencies. Except as otherwise required by law, Vendor will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the School System.
- (b) Liability. In addition to any other remedies available to the School System, at law or in equity, Vendor will reimburse the School System in full for all documented cost incurred by the School System in investigating and remediating any Security Breach caused in whole or in part by Vendor or Vendor's subcontractors, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year's credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed against the School System as a result of the Security Breach. Vendor will not have any liability to the extent the Security Breach is not caused by Vendor or Vendor's subcontractors

4.4. In the event of a Security Breach, Vendor shall:

- (A) Assume responsibility for providing the notification required under the applicable federal and/or Maryland law(s) to School System only;
- (B) Hold harmless and indemnify School System and any of School System's school board members and employees, against all losses, damages, costs or expenses ("Losses") that school system may incur to the extent that such Losses arise directly from any willful or negligent acts or omissions of the Vendor in the handling of School System Data and/or PII which results in an event requiring notification of a Security Breach under applicable federal or Maryland law. Vendor will not have any liability to the extent the Loss is caused by agents, contractors or representatives of School System or any of the School System's employees or is not caused by Vendor or Vendor's subcontractors. The foregoing indemnification obligations are subject to the School System promptly notifying the Vendor in writing of such claim, provided that the Vendor shall be relieved of its obligations under this only to the extent it is prejudiced by any delay in notification. The Vendor shall have sole control over the defense and settlement of such claim, provided that any settlement containing any binding obligations, admissions, or liability of the School System shall require School System's prior written consent.

School System shall have the right at its own expense, to participate in such litigation and settlement discussions without unreasonably interfering with Vendor's ability to perform its obligations under this Section. School System shall provide all information and assistance reasonably requested by the Vendor at Vendor's expense;

- (C) Use commercially reasonable efforts to mitigate any negative consequences caused to School System or to a student as the result of such Security Breach; and
- (D) Use commercially reasonable efforts to implement procedures to prevent the recurrence of an event similar to such Security Breach.

5. INFORMATION STORAGE, RETENTION, AND DISPOSITION

5.1. Vendor certifies that it has implemented policies and procedures to address the storage, retention, and disposition of all School System Data prior to contract signing.

5.2. Vendor shall perform regular backups of School System Data and shall retain backup copies of such School System Data for such period of time as may be required by federal or state law, or by the School System.

5.3. Vendor shall maintain and store backup copies of School System Data at multiple secure storage facilities located within the United States and provide status reports upon request to the School System.

5.4. Except as specifically set forth in these Privacy Requirements, or as required by federal or Maryland law, Vendor shall only retain the School System Data that is necessary to provide the contracted services set forth under any Agreement with the School System, shall Clear, or return to School System, any School System Data that is no longer necessary to provide such services as defined yearly and/or based on a schedule to be agreed upon between Vendor and the School System.

5.5. Vendor shall maintain and store the audit logs of its systems on a secured server location. Vendor shall restrict access to such audit logs to prevent tampering with or altering of the audit data. Vendor shall retain and provide audit logs for a minimum of 90 days to allow the School System or the Vendor to review the audit data for indications of a Security Breach.

6. DISPOSAL OF INFORMATION UPON TERMINATION OF AGREEMENT OR VENDOR'S CESSATION OF OPERATIONS

6.1. Except as specifically set forth in these Privacy Requirements, or as required by federal or Maryland state law or regulation, upon termination or expiration of the Agreement to provide services or products to the School System, Vendor shall:

- (a) Return all School System Data to the School System, pursuant to the terms and conditions of any agreements between Vendor and School System (the "Agreement");
- (b) Erase, Clear, or render unreadable all School System Data in a manner that prevents its physical reconstruction using commonly available file restoration utilities;
- (c) Certify in writing that the actions set forth in this section have been completed on or before the agreed-upon deadlines set forth in any agreement entered into between the Vendor and the School System;
- (d) Ensure that any transfer/migration of School System Data uses facilities and methods

that are compatible with the relevant systems of the School System or its designated third party; and

- (e) To the extent technologically possible, ensure that the School System will have access to School System Data during any transfer of operations.

6.2. Upon cessation of its operations or dissolution of its business operations, Vendor shall within 15 days or as soon thereafter as reasonably feasible under the circumstances, Clear all School System Data be it digital, archival or physical form, including without limitation any copies of the School System Data or any files that may reside in system backups, temporary files or other storage, media and School System data that are otherwise still in Vendor's possession and/or in the possession of any of the Vendor's subcontractors, or agents to which the Vendor may have transferred School System Data or any portion thereof, in a manner consistent with technology best practices and industry standards for secure data disposal methods. Vendor shall provide HCPS with written certification of clearance of all school system data within 30 days.

7. SURVIVAL

The confidentiality obligations set forth in these Privacy Requirements shall survive the termination of any agreement between the Vendor and the School System for as long as the PII and School System Data remain confidential.

8. DATA AUTHENTICITY AND INTEGRITY

Vendor will take reasonable measures, including maintaining audit trails, to protect School System Data against deterioration or degradation of data quality and authenticity.

9. RESPONSE TO LEGAL ORDERS, DEMAND OR REQUESTS FOR DATA

9.1. Except as otherwise expressly prohibited by law, Vendor will:

- (a) as soon as practicable, notify the School System of any subpoenas, warrants, or other legal orders, demands or requests received by Vendor seeking School System Data;
- (b) Consult with the School System regarding its response; cooperate with the School System's reasonable requests in connection with efforts by the School System to intervene and quash or modify the legal order, demand or request; and
- (c) as soon as practicable, upon the School System's request, provide the School System with a copy of its response.

9.2. If the School System receives a subpoena, warrant, or other legal order, demand (including an application for public information filed pursuant to the Maryland Public Information Act, Md. General Provisions Art., §4-101 et seq.), or request seeking School System Data maintained by Vendor, the School System will promptly provide a copy of the application to Vendor. Vendor will promptly supply the School System with copies of records or information required in order for the School System to respond, and will cooperate with the School System's reasonable requests in connection with its response.

9.3. Upon receipt of a litigation hold request, Vendor will preserve all documents and School System Data as identified in such request, and suspend any operations that involve overwriting, or potential destruction of documentation arising from such litigation hold.

10. GOVERNING LAW

These Privacy Requirements and all related requirements shall be governed by and construed in accordance with the laws of the State of Maryland. Any action to enforce the School System’s rights and remedies shall be initiated in the Circuit Court of Harford County.

11. SCHOOL SYSTEM’S RIGHT TO PROTECT PII OR SCHOOL SYSTEM DATA

In the event of a claim, suit, action, or proceeding against Vendor in which Vendor cannot, or will not, defend itself, and there is a reasonable likelihood that School System Data or PII may be disclosed to an unauthorized party in connection with such claim, suit, action, or proceeding; and Vendor provides notice to Licensee that it cannot, or will not, defend itself in such claim, suit, action, or proceeding, Vendor grants Licensee the right, but not the obligation, to join in such claim, suit, action, or proceeding to defend against the disclosure of School System Data or PII.

12. SECTION HEADINGS

The headings of sections in the Privacy Requirements are for reference only and shall not affect the meaning of the Privacy Requirements.

13. INTELLECTUAL PROPERTY RIGHTS/DISCLOSURE/OWNERSHIP

13.1. Unless expressly agreed to the contrary in writing, all School System Data or PII prepared by Vendor (or its subcontractors) for the School System will not be disclosed to any other person or entity.

13.2. Vendor warrants to the School System that the School System will own all rights, title and interest in any and all intellectual property created in the performance of the Privacy Requirements and will have full ownership and beneficial use thereof, free and clear of claims of any nature by any third party including, without limitation, copyright or patent infringement claims. Vendor agrees to assign and hereby assigns all rights, title, and interest in any and all School System- created intellectual property created in the performance of the Privacy Requirements to the School System, and will execute any future assignments or other documents needed for the School System to document, register, or otherwise perfect such rights. Notwithstanding the foregoing, vendor retains all right, title and interest in and to its software, documentation, training and implementation materials and other materials provided in connection with vendor’s services (collectively, “vendor ip”). Vendor grants to the school system a personal, nonexclusive license to use the vendor ip for its own non-commercial, incidental use as set forth in the end user license agreement accompanying such software and as contemplated herein. All data of the School System remains the property of the School System.

13.3. It is understood and agreed that HCPS is the exclusive Owner of School System Data and that at no point in time does or will the Vendor become the Owner of any School System Data, PII or School System files, and that should the Vendor be subject to dissolution or insolvency, School System files will not be considered an asset or property of the Vendor. The School System reserves the right to demand the prompt return of any School System Data and PII at any time and for any reason whatsoever.

14. DATA PRIVACY

14.1. Vendor will use School System Data only for the purpose of fulfilling its duties under the Privacy Requirements and except as authorized by the Privacy Requirements will not share such data, including

anonymized data, with or disclose it to any third party without the prior written consent of the School System, which consent shall not be unreasonably withheld. The vendor further agrees not to disclose any such data to third party service providers used in connection with providing services to the School System, unless such third party service providers are under this written obligation of confidentiality with respect to School System Data and use school system data solely to provide services to the School System and to vendor.

14.2 School System Data will not be stored outside the United States without prior written consent from the School System.

14.3. Vendor will provide access to School System Data, including anonymized only to its employees and subcontractors who need to access the data to fulfill Vendor obligations under the Privacy Requirements. Vendor will ensure that employees and subcontractors who perform work under the Privacy Requirements have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of the Privacy Requirements. If Vendor will have access to “education records” or “student records” of the School System’s students as defined under the Family Educational Rights and Privacy Act (FERPA), the Vendor acknowledges that for the purposes of the Privacy Requirements, it will be designated as a “school official” with “legitimate educational interests” in the School System education records, as those terms have been defined under FERPA and its implementing regulations, and the Vendor agrees to abide by the FERPA limitations as well as those limitations established by state law and regulation, including COMAR 13A.08.02, and requirements imposed on school officials. Vendor will use the education records only for the purpose of fulfilling its duties under the Privacy Requirements for School System’s benefit, and will not share such data with or disclose it to any third party except as provided for in the Privacy Requirements, required by law, or authorized in writing by the School System.

14.4. Vendor will not use School System Data (including metadata) for advertising or marketing purposes unless such use is specifically authorized by the Privacy Requirements or otherwise authorized in writing by the School System.

14.5. Vendor agrees to assist School System in maintaining the privacy of School System’s Data as may be required by State and Federal law, including but not limited to the Protection of Pupil Rights Amendment (PPRA), the Children’s Online Privacy Protection Act (COPPA), and their Maryland counterparts, including, but not limited to the Maryland Student Data Privacy Act of 2015, Md. Ed. Code Ann., §4-131, the Code of Maryland Regulations, 13A.08.02, et seq.

14.6. Vendor is prohibited from mining School System Data for any purposes other than those agreed to by the Parties.

15. DATA SECURITY

Vendor will store and process School System Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration and use. Such measures will be no less protective than those used to secure Vendor’s own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Without limiting the foregoing, Vendor warrants that all electronic School System Data will be encrypted in transmission (using a School System- approved encryption protocol that adheres to industry best practices).

16. AUDITS

16.1. The School System reserves the right in its sole discretion to perform audits of Vendor no more than once per twelve (12) month period at the School System's expense to ensure compliance with the terms of the Privacy Requirements. The Vendor shall reasonably cooperate in the performance of such audits. This provision applies to all agreements under which the Vendor must create, obtain, transmit, use, maintain, process or dispose of School System Data.

16.2. If the Vendor must under the Privacy Requirements create, obtain, transmit, use, maintain, process or dispose of the subset of School System Data known as Personally Identifiable Information or financial or business data which has been identified to the Vendor as having the potential to affect the accuracy of the School System's financial statements, Vendor will at its expense conduct or have conducted at least annually:

- (a) American Institute of CPAs Service Organization Controls (SOC) Type II audit, or other security audit with audit objectives deemed sufficient by the School System, which attests the Vendor's security policies, procedures and controls;
- (b) vulnerability scan, performed by a scanner approved by the School System, of Vendor's electronic systems and facilities that are used in any way to deliver electronic services under the Privacy Requirements; and
- (c) formal penetration test, performed by a process and qualified personnel approved by the School System, of Vendor's electronic systems and facilities that are used in any way to deliver electronic services under the Privacy Requirements.

16.3. The Vendor will provide the School System upon request an executive summary of the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under the Privacy Requirements. The School System may require the Vendor to perform additional audits and tests, the results of which will be provided promptly to the School System.

17. COMPLIANCE

17.1. Vendor will comply with all applicable laws and industry standards in performing services under the Privacy Requirements. Any Vendor personnel visiting the School System's facilities will comply with all applicable School System policies regarding access to, use of, and conduct within such facilities. The School System will provide copies of such policies to Vendor upon request.

17.2. Vendor warrants that any subcontractors used by Vendor to fulfill its obligations under the Privacy Requirements will be subject to and will be directed to comply with each and every term of the Privacy Requirements.

17.3. Vendor warrants that the service it will provide to the School System is fully compliant with and will enable the School System to be compliant with relevant requirements of all laws

applicable to Vendor, including but not limited to: the Children’s Online Privacy Protection Act (COPPA); Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Protection of Pupil Rights Amendment (PPRA); Americans with Disabilities Act (ADA), and Federal Export Administration Regulations.

18. CONFLICT

If there is any conflict or potential conflict between these Privacy Requirements and the terms of any other agreements between the parties, these Privacy Requirements shall control.

19. SURVIVAL

The Vendor’s obligations under Section Six (6) shall survive termination of these Privacy Requirements until all School System Data has been returned or Securely Cleared.

FOR: _____
Printed Name of Vendor

BY: _____ Date

Printed Name

Title

**Board of Education of Harford County, Maryland
Purchasing Department
102 South Hickory Avenue, Third Floor, Suite 310
Bel Air, Maryland 21014**

**INSURANCE REQUIREMENTS
Service/Consulting Contracts**

1. **General Insurance Requirements**
 - 1.1 The Consultant shall not commence any operations or services on behalf of the Board of Education of Harford County (the Board) under this Contract until the Consultant has obtained at the Consultant's own expense all of the insurance as required hereunder and such insurance has been approved by the Board. Approval of insurance required of the Consultant will be granted only after submission to the Board of original certificates of insurance signed by authorized representatives of the insurers or, at the Board's request, certified copies of the required insurance policies.
 - 1.2 Insurance as required hereunder shall be in force throughout the term of the Contract. Original certificates signed by authorized representatives of the insurers or, at the Board's request, certified copies of insurance policies, evidencing that the required insurance is in effect, shall be maintained with the Board throughout the term of the Contract.
 - 1.3 The Consultant shall require all Subcontractors to maintain during the term of the Contract insurance to the same extent required of the Consultant herein unless any such requirement is expressly waived or amended by the Board in writing. The Consultant shall furnish Subcontractors' certificates of insurance to the Board immediately upon request.
 - 1.4 All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal or material reduction in coverage until sixty (60) days prior written notice has been given to the Board.
 - 1.5 No acceptance and/or approval of any insurance by the Board shall be construed as relieving or excusing the Consultant from any liability or obligation imposed upon the Consultant by the provisions of this Contract.
 - 1.6 If the Consultant does not meet the insurance requirements of this Contract, the Consultant shall forward a written request to the Board for a waiver in writing of the insurance requirement(s) not met or approval in writing of alternate insurance coverage, self-insurance, or group self-insurance arrangements. If the Board denies the request, the Consultant must comply with the insurance requirements as specified in this Contract.
 - 1.7 All required insurance coverages must be underwritten by insurers allowed to do business in the State of Maryland and acceptable to the Board. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest evaluation by A. M. Best Company, unless Board grants specific approval for an exception. The Board hereby grants specific approval for the acquisition of workers compensation and employers liability insurance from the Injured Workers Insurance Fund of Maryland.
 - 1.8 Any deductibles or retentions in excess of \$10,000 shall be disclosed by the Consultant and are subject to Board's written approval. Any deductible or retention amounts elected by the Consultant or imposed by the Consultant's insurer(s) shall be the sole responsibility of the Consultant.
 - 1.9 If the Board is damaged by the failure or neglect of the Consultant to purchase and maintain insurance as described and required herein, without so notifying the Board, then the Consultant shall bear all reasonable costs properly attributable thereto.

2. **Consultant’s Insurance**

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

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

\$1,000,000	Each Occurrence;
\$1,000,000	Personal and Adv Injury;
\$2,000,000	General Aggregate; and
\$2,000,000	Products/Completed Operations Aggregate

This insurance shall include coverage for all of the following:

- i. Liability arising from premises and operations;
- ii. Liability arising from the actions of independent contractors;
- iii. Contractual liability protection for the Consultant from bodily injury and property damage claims arising out of liability assumed under this Contract.

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

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

2.1.3 If the Consultant has any employees, workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard “other states” coverage; employers liability insurance or its equivalent with minimum limits of:

\$100,000	Each accident for bodily injury by accident;
\$100,000	Each employee for bodily injury by disease; and
\$500,000	Policy limit for bodily injury by disease.

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

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

\$1,000,000	Each Claim or Wrongful Act; and
\$2,000,000	Annual Aggregate

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

Special Notes: ISO form CG 2026 12/19 or its Equivalent, entitled “Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization” (previously Forms A and B respectively) are **NOT ACCEPTABLE**. ISO form CG 2026 entitled “Additional Insured – Designated Person or Organization” or a manuscript endorsement with the below wording is required.

“The Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers are named as additional insureds on this commercial general liability insurance with respect

to liability arising out of the services provided by the Named Insured under Contract: _____
_____ (Enter specific identifying information such as project name, Board’s contract number and/or date of contract).”

- 2.2 Insurance or self-insurance provided to the Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers under any Consultant’s liability insurance of self-insurance required herein, including, but not limited to, umbrella and excess liability or excess liability policies, shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurance or self-insurance. (Any cross suits or cross liability exclusion shall be deleted from Consultant’s liability insurance policies required herein.)
- 2.3 Insurance or self-insurance provided to the Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers as specified herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the Board and its elected and appointed officials, officers, employees and authorized volunteers shall be excess of and non-contributory with insurance of self-insurance provided to the Board and its elected and appointed officials, officers, employees and authorized volunteers as specified herein.
- 2.4 If any liability insurance purchased by the Consultant has been issued on a “claims made” basis, the Consultant must comply with the following additional conditions:
 - 2.4.1 The Consultant shall agree to provide certificates of insurance evidencing the above coverages for a period of two years after final payment by the Board under this Contract. Such certificates shall evidence a retroactive date no later than the inception date of this Contract; or
 - 2.4.2 The Consultant shall purchase an extended (minimum two years) reporting period endorsement for each such “claims made” policy in force as of the expiration or termination date of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself. Such certificate or copy of the endorsement shall evidence a retroactive date no later than the inception date of this Contract.

3. **Indemnification**

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

4. **Waiver of Subrogation**

To the fullest extent permitted by law, the Consultant and its invitees, employees, officials, volunteers, agents and representatives waive any right of recovery against the Board of Education of Harford County for any and all claims, liability, loss, damage, costs or expense (including attorneys’ fees) arising out of the services provided by Consultant under this Contract. Consultant 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 Consultant shall advise its insurers of the foregoing.

5. **Acknowledgment of Consultant’s Independent Contractor Status and no Coverage For Consultant Under Board’s Workers Compensation Coverage**

Consultant hereby acknowledges its status as an independent contractor while performing services on behalf of the Board and that the Board’s workers compensation coverage or self-insurance is not intended to and will not respond to cover any medical or indemnity loss arising out of injury to the Consultant or its employees during the Consultant’s performance of services for the Board. To the fullest extent permitted by law, the Consultant 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 original of the injury, loss or damage, including the negligence of the Board and its elected and appointed officials, officers, volunteers, agents and employees. The Consultant shall advise its insurers of the foregoing.

6. **Damage To Property of The Consultant And Its Invitees**

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