

**HARFORD COUNTY PUBLIC SCHOOLS**  
**102 South Hickory Avenue**  
**Bel Air, Maryland 21014**

**RFP Announcement**

RFP TITLE: **Provider for In Person Tutoring Services**

RFP NUMBER: **25-DS-005**

RFP DUE DATE AND TIME: **October 10, 2024, 12:00 pm local time**

RFP EMAIL SUBMITTAL ADDRESS: Submit your Proposal electronically to:  
[bids@hcps.org](mailto:bids@hcps.org)

PURCHASING AGENT: Denise Semenkow  
[Denise.Semenkow@hcps.org](mailto:Denise.Semenkow@hcps.org)  
410-809-6040

QUESTIONS DUE DATE AND TIME: Questions must be e-mailed to [Denise.Semenkow@hcps.org](mailto:Denise.Semenkow@hcps.org) no later than Noon pm local time on **September 4, 2024**.

ADDENDUM ISSUED: No later than **September 12, 2024**.

PRE-PROPOSAL CONFERENCE: **August 23, 2024 at 11:30 am (EST)** online via Teams at the following link:  
  
[Join the meeting now](#)  
Meeting ID: 221 697 951 28 Passcode: tTmeei  
[+1 240-600-1475](tel:+12406001475), [197017165#](tel:+197017165)  
Phone conference ID: 197 017 165#

TIMELY DELIVERY OF RFP DOCUMENTS: Proposals must be received in the Purchasing e-mail box, [bids@hcps.org](mailto:bids@hcps.org), on or before the RFP due date and time.

Proposals submitted via e-mail shall include the name and address of the Offeror, the title and number of the RFP, and the RFP opening date. Technical Proposals **must** be submitted separately from the Cost Proposals in 2 separate files or e-mails (PDF Format). It is the Offeror(s) responsibility to verify that the Proposal has been received at [bids@hcps.org](mailto:bids@hcps.org), prior to the due date. 'Read Receipts' are not sufficient. Offeror(s) may contact the Buyer listed within the solicitation, by email or phone, to confirm receipt of bids.

INCLEMENT WEATHER: If Harford County Public Schools Administrative Offices are closed on the day a proposal is DUE, that proposal will be due at the same time the next day the Administrative Offices are open.

Bidders may obtain the Solicitation Documents by downloading the information at our website: [www.hcps.org/departments/BusinessServices/purchasing.aspx](http://www.hcps.org/departments/BusinessServices/purchasing.aspx). Bidders shall continue to check the HCPS website for possible addenda to the bid(s) prior to the bid opening date.

The Contract Award Report, will be posted on the HCPS webpage at <https://www.hcps.org/departments/BusinessServices/procurement.aspx> (Solicitation Results) after evaluation and approval by the Board of Education of Harford County, if required.

**LATE PROPOSALS WILL BE REJECTED AND RETURNED UNOPENED**

**Anti-Discrimination Statement**

The Board of Education of Harford County Public 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.

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 or by email to [Renee.McGlothlin@hcps.org](mailto: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, or both.

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

**GENERAL TERMS AND CONDITIONS  
Request for Proposal**

**Instruction to Offerors**

*The following provisions, where applicable, will become part of any contractual relationship developed as a result of the proposal solicitation.*

**1.0 A REQUEST FOR PROPOSAL SUBMISSION**

- 1.1 The Board of Education of Harford County hereinafter referred to as Harford County Public Schools or HCPS, invites all interested and qualified Offerors to submit a proposal. These specifications and requirements identified in the attached statement of work and detailed specification are intended to cover the service(s) requested.
- 1.2 In accordance with State law and HCPS policies, solicitations shall be published a minimum of fourteen (14) calendar days in advance of due date for any proposal having a potential award value of \$50,000 or more.
- 1.3 Unless otherwise indicated, HCPS shall receive proposals until the date and time indicated on proposal or as modified by addenda. Proposals must be submitted via email to [bids@hcps.org](mailto:bids@hcps.org) and clearly marked on the subject line: Solicitation/Proposal Number and Solicitation Title. **Late proposals will be rejected and returned unopened.**
- 1.4 The Offeror or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, circumstances, prerequisites, qualifications and/or specifications before submitting their proposal. An Offeror's failure to become fully informed is at the Offeror's sole and complete risk of loss. The Offeror shall have no right to any damages, cost and/or any other remedy at law or equity against HCPS for any miscalculation, misunderstanding, error (either omissions or commissions), mistake, misinterpretation, and/or the failure by the Offeror to obtain an award of proposal, award of contract and/or profits, fees or money from HCPS when the Offeror failed to fully inform themselves. In the case of error in extension of prices in the Proposal, the unit price shall govern or the entire proposal may be declared non-responsive.

**2.0 PROPOSAL PREPARATION, PROPOSAL SHEET, AND PROPOSAL OPENING**

- 2.1 Offeror must electronically submit one (1) original with original signatures of the RFP using HCPS proposal forms. The Offeror should make and retain one original (1) copy of the Proposal for their files. Proposals must be signed and submitted by an authorized representative of the Offeror.
- 2.2 Signed proposals **must** be returned electronically via e-mail to [bids@hcps.org](mailto:bids@hcps.org), ONLY. HCPS will not accept any facsimile transmission or electronic submission to HCPS Purchasing Agents, representatives, or employees. It is the Offeror(s) responsibility to verify that the Bid has been received at [bids@hcps.org](mailto:bids@hcps.org), prior to the Bid Opening. 'Read Receipts' are not sufficient. Offerors may contact the Agent listed within the solicitation, by email or phone, to confirm receipt of bids.
- 2.3 Each proposal should show the full business address, telephone number, fax number, email address, and federal tax identification number of the Offeror and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the Proposal and Contract, including Letter of Intent, copy of Contract, and Purchase Order, will be mailed or delivered to the address shown on the Proposal in the absence of written instructions from the Offeror to the contrary.

- 2.4 All offerors shall be required to complete the certificates and/or affidavits, and/or acknowledgements that are incorporated into the proposal pages of this specification. Such documents are required by Local, State or Federal funding agencies of HCPS as part of the solicitation process. The documents may include but are not limited to: Anti-Bribery Affidavit, Debarment Certificate, Employment of Sex Offenders and Other Criminal Offenders Affidavit, Sales Tax Certification, Minority Bidder Status, and any others that may be required.
- 2.5 Proposal Due Date
- 2.5.1 Sealed proposals for the requirements identified in the attached statement of work and detailed specifications, as required by the Board of Education of Harford County, are due at the time and date so specified. Unless otherwise indicated, proposals are due to the Purchasing Department, electronically via email to [bids@hcps.org](mailto:bids@hcps.org).
- 2.5.2 The Board of Education of Harford County must approve contract awards of \$100,000 or more. Formal contract award is contingent upon the required Board approval.
- 2.5.3 Offerors may correct a minor irregularity and minor irregularities may be waived. A minor irregularity is one that is merely a matter of form and not of substance or pertains to an immaterial or inconsequential defect or variation in the proposal, the correction or waiver of which would not be prejudicial to other offerors. When so noted, minor irregularities may be corrected within forty-eight (48) hours following notification.
- 2.5.4 HCPS also reserves the right to reject any or all proposals and/or waive technical defects and minor irregularities at the discretion of the Supervisor of Purchasing, HCPS or designee if, in its judgment the interests of HCPS shall so require. Proposals may be withdrawn before the scheduled time due. Withdrawal is not permitted after the scheduled time due.
- 2.5.5 Any omissions, errors, conflicts, or discrepancies in this document shall be called to the attention of HCPS IN WRITING within five (5) working days prior to the proposal due date.
- 2.5.6 Omission of any specification or details of any specification which would normally apply to the service(s) described herein shall not relieve the Offeror from fulfilling those required specifications needed to provide service best suited to the intended purpose of this contract as determined by the Supervisor of Purchasing.
- 2.6 At the time of the solicitation opening each Offeror will be presumed to have read and to be thoroughly familiar with the specifications and related documents (including all Addenda). The failure or omission of any Offeror to receive or examine any form, instrument, or document, shall in no way relieve them from any obligation in respect of its proposal.

### **3.0 AWARD OR REJECTION OF PROPOSALS**

- 3.1 This document is a Request for Proposal (RFP) which differs from an Invitation for Bid in that HCPS is seeking a proven solution for the requirements described in the RFP document. As such, price is not the determining factor regarding the contract award.
- 3.2 As defined by the American Bar Association Model Procurement Code, Competitive Sealed Proposals (RFP) will be evaluated based upon criteria formulated around the most important features of a service, of which quality, testing, reference, and technical expertise and capability may be overriding factors, and price may not be determinative in the issuance of a contract or award.
- 3.3 The Proposal evaluation criteria should be viewed as standards that measure how well a proposal meets the intended outcomes described in the performance work statement. Those criteria that will be used and considered in evaluation for award are set forth in this document.
- 3.4 All proposal documents will become the property of HCPS. Proposals must be submitted in accordance with the requirements set forth in this RFP.

- 3.5 The Board of Education reserves the right to reject any or all proposals, and/or waive technical defects if, in its judgment the interests of the Board shall so require. Minor differences in the specifications or other minor technicalities may be waived at the discretion of Supervisor of Purchasing or upon recommendation to the Board of Education.
- 3.6 The Board of Education reserves the right to reject the Proposal of firms who have demonstrated performance deficiencies or who have previously failed to perform properly or complete other Board contracts on time.
- 3.7 The Board reserves the right to award to contract within ninety (90) days from the due date and all pricing must remain firm during that period and until the time of award.
- 3.8 For Information Technology (IT), Operational Technology (OT), and Software solicitations **ONLY**. Should HCPS receive responses that offer products of similar cost and functionality, HCPS reserves the right to award a contract to the more secure offering and/or supplier to meet cybersecurity requirements as outlined by the National Institute of Standards and Technology.

**4.0 MULTI-AGENCY PROCUREMENT**

HCPS reserves the right to extend the terms and conditions of this contract to any and all other government agencies within the State of Maryland, as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This is conditioned upon the Contractors' approval and all purchase and payment transactions will be made directly between the Contractor and the requesting public agency.

**5.0 WAIVER OF TECHNICALITIES**

Minor differences in the specifications or other minor technicalities may be waived at the discretion of the Supervisor of Procurement.

**6.0 ADDENDA**

- 6.1 All changes to the Proposal Specifications will be made through appropriate Addenda issued from the Purchasing Department.
- 6.2 Addenda notices will be posted on the Purchasing Department web site at [www.hcps.org](http://www.hcps.org), as well as eMaryland Marketplace.
- 6.3 No Addenda will be issued later than five (5) days prior to the date for receipt of proposals except an Addendum withdrawing the request for proposals or one which postpones the date for receipt of proposals.
- 6.4 Each Offeror shall ascertain prior to submitting a Proposal that they have received all Addenda issued and the Offeror shall acknowledge their receipt on the Addenda Form. The Addenda Form shall be completed and returned with the Proposal response. Failure to return the Addenda Form may be reason for rejection of the Proposal.

**7.0 DEBRIEFING**

Unsuccessful Offerors may be debriefed upon written request received within thirty (30) days following contract award by a procurement officer familiar with the rationale for the selection decision.

**8.0 DISSEMINATION OF INFORMATION**

During the term of this agreement, the Awarded Offeror 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.

**9.0 INSURANCE**

- 9.1 Review in detail the insurance requirements contained in the attached document. These requirements have been established by the Maryland Association of Boards of Education Group Insurance Pool. Failure to comply with these insurance requirements may render the proposal as non-responsive.
- 9.2 The Awarded Offeror shall take proper safety and health precautions and to 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.
- 9.3 HCPS shall not be liable for any injuries to the employees, agents, or assignees of the Awarded Offeror arising out of, or during the course of the contracted work relating to this agreement.
- 9.4 The Awarded Offeror has in force, or shall obtain, and will maintain insurance in no less than the amounts specified and accordance with the requirements contained in the attached insurance requirements.

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

**GENERAL TERMS AND CONDITIONS  
Request for Proposal**

**1.0 REMEDIES AND TERMINATION**

- 1.1 **Correction of Errors, Defects, and Omissions** – The Awarded Offeror 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 Awarded Offeror of the responsibility.
- 1.2 **Set-Off** – HCPS may deduct from and set-off against any amounts due and payable to the Awarded Offeror any back-charges or damages sustained by HCPS by virtue of any breach of this agreement by the Awarded Offeror to perform the services or any part of the services in a satisfactory manner. Nothing herein shall limit the liability of the Awarded Offeror for damages and HCPS may affirmatively collect damages from the Awarded Offeror.
- 1.3 **Termination for Default**
- 1.3.1 If the Awarded Offeror 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 Awarded Offeror. The notice shall specify the acts of omissions relied on as cause for termination.
- 1.3.2 All finished or unfinished supplies and services provided by the Consultant, shall at HCPS' option, become HCPS property. HCPS shall pay the Awarded Offeror fair and equitable compensation for satisfactory performance prior to receipt of Notice of Termination, less the amount of damages caused by Awarded Offeror's breach.
- 1.3.3 If the damages are more than the compensation payable to the Awarded Offeror, the Awarded Offeror will remain liable after termination and HCPS can affirmatively collect damages.
- 1.4 **Termination for Convenience** – HCPS may terminate all or part of the work required under this contract for the convenience of HCPS with a thirty (30) day notification. In the event of such termination, the Contract Administrator shall determine the costs the Awarded Offeror 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 Awarded Offeror 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.
- 1.4.1 **Termination for Non-Appropriation.** HCPS reserves the right to terminate this contract, in whole or part, due to non-appropriation of funds or funds that are otherwise made unavailable to support continuation in any fiscal year succeeding the first fiscal year. Notification of contract termination will be given to the Awarded Offeror thirty (30) days in advance and will be in effect at the beginning of the fiscal year for which funds are not available. The Awarded Offeror may not recover anticipatory profits or costs incurred after termination.
- 1.5 **Obligations of Consultant upon Termination** – Upon Notice of Termination as provided in Sections 4.3 and 4.4, the Awarded Offeror shall:
- 1.5.1 Take immediate action to orderly discontinue its work and demobilize its work force to minimize the occurrence of costs.

- 1.5.2 Take such action as may be necessary to protect the property of HCPS, place no further orders or subcontract, assign to HCPS in the manner and to the extent directed by HCPS all of the right, title and if ordered by HCPS possession and interest of Awarded Offeror under the orders or subcontracts terminated.
  - 1.5.3 Deliver to HCPS all materials, equipment, data, drawings, specifications, reports, estimates, and such other information accumulated by the Awarded Offeror which has been or will be reimbursed under this agreement after taking into account any damages that may be payable to HCPS. Title to such items shall be transferred to HCPS.
- 1.6 **Remedies Not Exclusive** – The rights and remedies contained in this general condition are in addition to any other right or remedy provided by law, and the exercise of any of them is not a waiver of any other right or remedy provided by law.

**2.0 DRUG, TOBACCO, AND ALCOHOL**

All HCPS properties are "drug, tobacco, and alcohol-free zones" as designated by Local and State laws. Neither the Contractor or their employees (or subcontractors) are permitted to have any drugs, tobacco, or alcohol products on HCPS property. Use or possession of such items on HCPS property will result in immediate termination of the Contract.

**3.0 PROTEST AND APPEAL PROCESS**

Any bidder objecting to the recommendation for award or the award of a contract may appeal the action to the Supervisor of Procurement by formal notification in writing within seven (7) calendar days of award. A protest must include: the name, address, and contact information of the protestor; signature of the protestor or an authorized representative of the protestor; identification of the solicitation or proposal number; detailed statement of reasons for the protest; supporting documentation to substantiate the claim; and the remedy sought. A formal written response to the appeal shall be issued within ten (10) calendar days following receipt of the formal protest. The decision of the Supervisor of Procurement may be appealed to the Superintendent of Schools within five (5) business days following receipt of decision from the Supervisor of Procurement. The decision of the Superintendent is final and conclusive.

**4.0 NON-DISCRIMINATION**

- 4.1 The Contractor shall comply with all Federal and State anti-discrimination laws in the performance of this contract.
- 4.2 The Board of Education of Harford County Public 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.
- 4.3 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](mailto: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.
- 4.4 The Awarded Offeror 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 contract concerning discrimination in employment.
- 4.5 In the event the Awarded Offeror is deemed noncompliant with the nondiscrimination clause of this contract, this contract may be canceled, terminated or suspended in whole or in part.



**5.0 NON-HIRING OF EMPLOYEES BY AWARDED OFFEROR OR HCPS**

- 5.1 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 contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the HCPS or any unit thereof.
- 5.2 No employee of the Awarded Offeror or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the Awarded Offeror or any unit thereof.

**6.0 FINANCIAL DISCLOSURE**

The Awarded Offeror 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 contracts, 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 contracts, 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.

**7.0 POLITICAL CONTRIBUTION DISCLOSURE**

Awarded Offeror 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 contracts, 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.

**8.0 RETENTION OF RECORDS**

The Awarded Offeror shall retain and maintain all records and documents relating to this contract 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.

**9.0 LANGUAGE/GENDER**

- 9.1 Proposer, offeror, vendor, consultant, firm and contractor all have the same meaning and may be used interchangeably.
- 9.2 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.
- 9.3 Proposal and offer all have the same meaning and can be used interchangeably.

**10.0 COMPLIANCE WITH LAW**

- 10.1 The Proposer 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.
- 10.2 The Proposer 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.

- 10.3 The Proposer 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.
- 10.4 The Awarded Proposer 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 perform its obligations under this agreement.
- 10.5 The Proposer at the time of proposal opening must be fully licensed in all trades or special areas that require a license by Local, State, and Federal authorities.
- 10.6 It is the Awarded Offeror's responsibility to notify HCPS of lapses in, suspension of or termination of special permits and licenses required under the Contract.
- 10.7 That the facts and matters set forth hereafter in the "Contract Affidavit" which is attached to this agreement and made a part hereof are true and correct.

**11.0 CONSULTANT'S OBLIGATION**

- 11.1 The Awarded Offeror 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. Deviations, exceptions, alternates, etc., may render the proposal as non-responsive.
- 11.2 The Awarded Offeror 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.
- 11.3 Notwithstanding any review, approval, acceptance, or payment for the services by HCPS, the Awarded Offeror shall be responsible for professional and technical accuracy of its work furnished by the Awarded Offeror under this agreement.
- 11.4 HCPS review, approval, or acceptance of, nor payment for, any of the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Awarded Offeror 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 contract.
- 11.5 The rights and remedies of HCPS provided for under this contract are in addition to any rights and remedies provided by law.
- 11.6 In case of any apparent conflict between the specifications and such laws, ordinances, etc., the Awarded Offeror shall call the attention of the applicable HCPS designee(s) to such conflict for a decision before proceeding with any work.
- 11.7 Any deviations to the specifications or statement of work must be clearly noted in detail by the Offeror, in writing, at the time of submittal of the formal proposal.
- 11.8 The Awarded Offeror 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 contract, within the time herein specified, in accordance with the provisions of this contract and said specifications and in accordance with the specifications covered by this contract 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 Awarded Offeror shall observe, comply with and be subject to all term's conditions, requirements and limitations of the Contract and Specifications and shall do, carry on and complete the entire work to the complete satisfaction of the Board of Education.
- 11.9 Awarded Offeror may be required pursuant to the Business Regulation Article of the Maryland Code, to provide proof of Certificate of Registry.

**12.0 INDEMNIFICATION**

12.1 To the fullest extent permitted by law, the Indemnitor shall indemnify, defend and hold the Indemnitee 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, 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. Indemnitor expressly indemnifies Indemnitee 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.

12.2 In claims against any person or entity indemnified within this indemnification by an employee of the Awarded Offeror, a subcontractor, 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 Awarded Offeror or a subcontractor under Workers' Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

**13.0 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 contract, of any tier, resulting from the services to be provided under this agreement.

**14.0 INITIATION OF WORK**

The Offeror shall not commence performance of the services until it receives a formal written notice from HCPS in the form of a Contract, Purchase Order, or Notice to Proceed from the Supervisor of Purchasing or designated Purchasing Agent.

**15.0 DELAYS AND EXTENSIONS**

The Awarded Offeror shall pursue the work continuously and diligently and no charges or claims for damages shall be made by the Awarded Offeror for any delays, acceleration or hindrance, from any cause whatsoever, during the progress of any portion of the services specified in this agreement. Such delays, acceleration or hindrances, if any, may be compensated for by an extension of time for such reasonable period as 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 Awarded Offeror.

**16.0 FREEDOM OF INFORMATION ACT**

16.1 Offerors 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.

16.2 HCPS shall determine, in its sole discretion, which (if any) portions of the Offeror's proposals shall be confidential. It is the responsibility of the Proposer to clearly mark such information (pages) as "Confidential".

**17.0 STAFF**

The Awarded Offeror 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 Awarded Offeror's employ, or similar reasons, the Awarded Offeror shall promptly submit to the Contract 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 and the Supervisor of Purchasing.

**18.0 CHANGES, ALTERATIONS, OR MODIFICATIONS**

- 18.1 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 Awarded Offeror or in the Contract cost thereof.
- 18.2 If such changes cause an increase or decrease in the Awarded Offeror's cost of, or time required for, performance of any service under this contract, whether or not changed by an order, an equitable adjustment shall be made, and the Contract shall be modified in writing accordingly. Any claim of the Awarded Offeror for adjustment under this clause must be asserted in writing with thirty (30) days from the date of receipt by the Awarded Offeror of the notification of change unless the Project Manager or his duly authorized representative grants a further period of time before the date of final payment under the Contract.
- 18.3 No services for which an additional cost or fee will be charged by the Awarded Offeror without prior written authorization of HCPS.

**19.0 SUBCONTRACTING OR ASSIGNMENT**

The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and their respective successors and assigns, provided any such General Provisions for Professional Services successor to the Awarded Offeror, 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 subcontracted, or assigned, or otherwise disposed of, either in whole or in part, except with the prior written consent of HCPS.

**20.0 ILLEGAL IMMIGRANT LABOR**

The use of illegal immigrant labor to fulfill contracts solicited by HCPS is in violation of the law and is strictly prohibited. Awarded Offeror and subcontractors 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.

**21.0 EMPLOYMENT OF CHILD SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS**

- 21.1 **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.**
- 21.2 Offeror(s) acknowledges and agrees that, pursuant to Section §6-113 of the Education Article of Maryland Code, Awarded Offeror is prohibited from knowingly assigning or permitting its Subcontractors from knowingly assigning any of the Awarded Offeror'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.
  - 21.2.1 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;
  - 21.2.2 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
  - 21.2.3 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.

- 21.3 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.
- 21.4 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.

**22.0 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.

- 22.1 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.
  - 22.1.1 Effective July 1, 2019
  - 22.1.2 MSDE Guidance for House Bill 486 – Child Sexual and Sexual Misconduct Prevention) can be found online at [www.marylandpublicschools.org](http://www.marylandpublicschools.org).
  - 22.1.3 Submission of Section 000325 Contract Affidavit (HB 486/SB 541Compliance) is required to be submitted prior to award of contract.

**23.0 LABOR AND RATES OF PAY**

- 23.1 The Awarded Offeror 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.
- 23.2 The Awarded Offeror agrees to comply with all applicable Federal and State law and regulation relating to payment of wages.

**24.0 PROCUREMENT-INVESTMENT ACTIVITIES IN IRAN**

The Awarded Offeror 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.

**25.0 CONTRACT**

The Proposal with respect to all items accepted, addenda, agreements and all papers and documents accompanying the same, including these general and special conditions of the RFP shall constitute the formal contract between the Offeror and HCPS.

**26.0 COMPLIANCE WITH SPECIFICATIONS**

- 26.1 The Awarded Offeror 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 drawings and specifications as described.
- 26.2 The Awarded Offeror, after award and prior to starting work, may be required to submit working drawings or detailed descriptive data identified as acceptable to HCPS, which provide sufficient data to enable HCPS to judge the Awarded Offeror's compliance with the specifications.
- 26.3 Where the requirements of the specifications call for higher grade and are not in conflict with the laws, ordinances, etc., the specifications shall govern.
- 26.4 Where the requirements of the laws, ordinances, etc., are mandatory, they shall govern.
- 26.5 In case of any apparent conflict between the specifications and such laws, ordinances, etc., the Awarded Offeror shall call the attention of the applicable HCPS designee(s) to such conflict for a decision before proceeding with any work.
- 26.6 Any deviations to the Specifications or Statement of Work must be clearly noted in detail by the Offeror, in writing, at the time of submittal of the formal proposal. Any deviations, alternations, or changes to the bid document or from the specifications as written may result in rejection of the Offeror's proposal or materials delivered.

**27.0 BILLING AND PAYMENT**

- 27.1 Each invoice shall list the purchase order number or contract number of HCPS and the items on the invoice shall be listed in the same order as on the purchase order. The original invoice shall be submitted to the Accounts Payable Office, via email to [apinvoice@hcps.org](mailto:apinvoice@hcps.org), unless otherwise specified.
- 27.2 Payment in full will only be made upon final acceptance of items as shown on Purchase Order. Partial payments may be paid if partial shipments have been made and received.
- 27.3 Standard HCPS payment terms are net thirty (30) days.
- 27.4 HCPS will not pay freight bills, unless stated otherwise. Delivery shall be F.O.B., to the destination(s) as noted on Purchase Order.

**28.0 GOVERNING LAW AND DISPUTE RESOLUTION**

- 28.1 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.

28.2 Alternative Dispute Resolution (ADR) may be used at HCPS's sole discretion, but HCPS is not obligated to utilize ADR.

## **29.0 CONFLICTS OF INTEREST**

Each proposer must disclose any existing or potential conflict of interest relative to the provision of services outlined herein. Examples of potential conflicts may include an existing business or personal relationship between the firm, its principal, or any affiliate or subcontractor, with HCPS or any other entity or person involved in any way in the contract. Similarly, any personal or business relationship between the firm, the principals, or any affiliate or subcontractor, with any employee of HCPS, members of the Board, investment managers/advisors, investment consultants, custodian, or plan recordkeepers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed on Attachment D.

## **30.0 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:

- 30.1 Performance Work Statement
- 30.2 Specifications/Terms of the Request for Proposal
- 30.3 General Terms and Conditions for Request for Proposal

## **31.0 IT ACCESSIBILITY PROGRAM**

- 31.1 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](http://www.section508.gov).
- 31.2 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.

## **32.0 TECHNOLOGY-BASED INSTRUCTIONAL PRODUCTS**

- 32.1 HCPS is committed to ensuring that digital technology (hardware, instructional software, online resources, and computer-based equipment) is accessible to individuals with disabilities. The Vendor 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.
- 32.2 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/>).
- 32.3 For digital tools, vendors are 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/>.

#### **32.4 Vendor 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.

#### **32.5 Accessibility Indemnification and Guarantees**

32.5.1 The Vendor 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.

32.5.2 Vendors failing 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.

32.5.3 For all technology based instructional products, online platforms, and digital tools, Vendors must maintain and improve their digital accessibility in compliance with evolving standards and best practices. Vendors will provide a listing of timelines for expected improvements to the programs. Vendors will establish a mechanism for users to report accessibility issues and ensure prompt resolution of reported problems.

#### **32.6 Third-Party Technology**

The Vendor acknowledges that supplying third-party technology does not exempt the Vendor from ensuring product compliance with this clause. The Vendor 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.

### **33.0 FORCE MAJEURE**

33.1 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.

33.2 The list of events to be included is a matter of negotiation between the parties. 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.

- 33.3 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 Contractor 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.

## REQUEST FOR PROPOSAL

#25-DS-005

### Provider for In Person Tutoring Services

#### 1. **PURPOSE**

- 1.1 Harford County Public Schools (herein referred to as the Board or HCPS) is issuing this Request for Proposal (RFP) for the purpose of soliciting proposals from qualified companies to provide comprehensive in person, one on one tutoring services in the Science of Reading, focusing on phonemic awareness, phonics, fluency, and comprehension for students in Grade Kindergarten through Grade 2, within our public school district. Tutors will deliver tailored instructional one on one support aimed at enhancing foundational literacy skills and fostering academic success among young learners.
- 1.2 It is the intent of these specifications to provide prospective offeror(s) with complete information relative to this Request for Proposal. Offerors are obligated to read and understand all parts of this RFP and to obtain clarification of any part not thoroughly understood.

#### 2. **SCOPE OF SERVICES**

- 2.1 Respondents who provide personal tutoring are expected to recruit, hire, and train tutors in Science of Reading practices. Tutors should exhibit strong communication, interpersonal, and organizational skills and have a bachelor's degree, at a minimum
- 2.2 Respondents will provide trained tutors to deliver in person, one on one tutoring sessions focused on phonemic awareness, phonics, fluency, and comprehension at various elementary schools in the district.
- 2.3 Respondents will organize and coordinate day-to-day operations for tutors.
- 2.4 Respondents must ensure the tutor is available as scheduled and shall notify the HCPS assigned school if the tutor is not available for any reason. The notification should be given, preferably twenty-four (24) hours in advance.
- 2.5 Respondents will monitor and evaluate the performance of their tutors; recommend reassignment or termination of tutors; and ensure tutors understanding and compliance with HCPS policies, procedures, and objectives.
- 2.6 Respondents will provide all necessary materials, equipment, technology, and supplies that are necessary for providing one on one instruction.
- 2.7 Tutors will develop individualized tutoring plans aligned with the Science of Reading principles and tailored to meet specific needs of each student.
- 2.8 Tutors will conduct regular assessments to monitor student progress and to identify students' strengths and weaknesses in the area of early literacy skills and will adjust tutoring strategies as needed.
- 2.9 Tutors will collaborate with classroom teachers and reading specialists when deemed necessary to align tutoring sessions with classroom instruction and support academic goals.
- 2.10 Tutors should be trained and prepared to work with all student groups including students with disabilities and English language learners.

- 2.11 Tutors will be required to maintain detailed records of tutoring sessions and student progress for reporting purposes.
- 2.12 Tutors would be assigned to a school to provide identified students with targeted one on one support. The actual number of hours would depend on the number of classes and students that require support. HCPS anticipates this would be about three (3) to four (4) hours per day, five (5) days per week, when schools are open.
- 2.13 Tutors will complete attendance/time logs and all required documentation, as required. A copy of the attendance/time log shall be submitted with the invoice.
- 2.14 Tutors shall perform the services with the standard, care, skill, and diligence generally exercised by the profession.
- 2.15 HCPS reserves the right to interview tutors prior to placement to determine if the individuals are properly trained and/or experienced. Individuals, who in the opinion of HCPS, are not properly trained and/or experienced, shall not be utilized.
- 2.16 HCPS shall at all times have the right to refuse a tutor who is presented, if HCPS determines the tutor is not a suitable match for a given assignment.
- 2.17 Any tutor, who, in the opinion of HCPS, is deemed unacceptable or unsatisfactory in performing the services shall be removed immediately upon the written or verbal request of an HCPS designee. If a verbal request is made, a written explanation, via email, will follow within five (5) business days. HCPS will only be responsible for payment of hours worked prior to the removal of the tutor.
- 2.18 Should HCPS no longer require the services of a tutor, other than for unacceptable or unsatisfactory performance, HCPS will provide two (2) weeks' notice.
- 2.19 All student-related records must be housed with the student, at their current school location and/or electronically filed with HCPS. No student-related records are to be kept off HCPS property.
- 2.20 Tutors shall not be eligible for any benefits available to employees of HCPS, including but not limited to, workers' compensation insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, savings plans and the like.
- 2.21 Awarded Respondent(s) shall be responsible for income, social security, state disability or other such federal or state payroll taxes. Awarded Respondent(s) shall pay contributions to social security, unemployment insurance, federal, and state withholding taxes and all other employment and payroll taxes for the tutors and shall hold harmless and indemnify HCPS therefrom.
- 2.22 Awarded Respondent(s) must arrange for any tutor to undergo a criminal history background check, including fingerprinting, prior to an assignment. 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 the Awarded Respondent(s). The results of all background checks and fingerprinting must be provided to HCPS prior to the tutor commencing any work for HCPS.
- 2.23 Items such as tolls, parking, mileage, and mobile phones are not considered billable.

**3. SCHEDULE OF ACTIVITIES**

Date	Description
August 7, 2024	RFP Issued
August 23, 2024	Pre-Proposal Meeting – Via Teams (link provided on cover page)
September 4, 2024	Question Deadline – due before 12:00 PM (EST)
September 12, 2024	Addenda released (if necessary)
October 10, 2024	Submittals Due before 12:00 PM (EST)
October 11 – 17, 2024	Review of Requirements
October 18 – November 12, 2024	Committee to Evaluate Submittals
November 13, 2024	Evaluation Committee Consensus Meeting
December 3 <sup>rd</sup> and 6 <sup>th</sup>	Interviews/Presentations (if applicable)
December 18, 2024	Selection Committee Recommendation
January 2025	Board Approval of Contract (if applicable)

\*Note: The above dates are proposed and subject to change.

**4. RESPONDENT REQUIREMENTS**

- 4.1 HCPS requires that participating respondents have been in the business for at least two (2) years providing in person, one on one tutoring services to K-12 school districts, similar to size and scope of this RFP and HCPS. All respondents **SHALL SUBMIT** the number of years providing this type of service under the current business name. Respondent(s) who cannot demonstrate to the satisfaction of HCPS that they have had similar experiences or fail to provide this documentation may deem your proposal non-responsive.
- 4.2 It is preferred that respondents have been approved by Maryland State Department of Education (MSDE).
- 4.3 All respondents must be considered in “Good Standing” (all fees, taxes, and penalties owed to Maryland are paid). Visit the following website to ensure compliance: (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.
- 4.5 All respondents 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.
- 4.6 Respondent shall furnish to HCPS any requested information and data/documentation. HCPS reserves the right to reject any proposal if the information or documentation submitted by the respondent or

investigation of such respondent fails to satisfy HCPS that such respondent is properly qualified to carry out the obligations of the Contract and to complete all requirements contemplated therein.

5. **SPECIAL CONDITIONS**

This is an Indefinite Delivery/Indefinite Quantities (IDIQ) Contract. The services requested are pending allocation of funds and approval of award by the Board of Education of Harford County. HCPS reserves the right to order services as may be required during the Contract period and reserves the right not to authorize/order any services.

To aid in the proposal preparation, HCPS anticipates providing tutoring services to at least two (2) elementary schools, with a minimum of one (1) tutor assigned to each school, for the duration of the school year. More schools may be added, based on funding availability. Hours and days per week may be modified based on funding availability.

6. **AWARD**

- 6.1 Harford County Public Schools intends to award a contract to the Respondent complying with all the provisions of the RFP and stated criteria, subject to the availability of funding, bringing the best value and is deemed to be in the best interest of Harford County Public Schools.
- 6.2 HCPS may reject any proposal which contains omissions, altered forms, additions, or imposes conditions or offers alternate items. HCPS may make any award which is deemed in the best interest of Harford County Public Schools or make no award at all, at its sole discretion.
- 6.3 HCPS reserves the right to reject any proposal if the evidence submitted by an offeror, or from the investigation of such offeror, fails to satisfy HCPS that such offeror is qualified to fulfil the obligations of the contract.
- 6.4 In the event the Awarded Offeror(s) cannot deliver the services of the Contract in accordance with the specifications, HCPS reserves the right to purchase the services on the open market to assure the continued operation of HCPS.
- 6.5 HCPS reserves the right to add similar or related services to the resulting contract. HCPS and the firm will agree to the services and fees being added. Contract Amendments will be issued for all additions and must be signed by both parties.
- 6.6 HCPS reserves the right to make multiple awards, if it is in its best interest to do so.

7. **CONTRACT TERM**

- 7.1 The initial term of this contract shall be for approximately six (6) months and shall begin on or about January 15, 2025, through June 30, 2025
- 7.2 Harford County Public Schools reserves the right, if mutually agreed upon, to renew this contract under the same terms and conditions for four (4) additional, one (1) year periods.

8. **PRICING AND RATE ADJUSTMENTS**

- 8.1 All prices herein shall be firm against any adjustment for the first eighteen (18) months of the Contract.
- 8.2 Prior to commencement of subsequent renewal terms, HCPS will entertain a request for a price adjustment on the cost up to the Consumer Price Index for the previous 12-month period prior to the renewal date. The Awarded Offeror(s) shall request all rate adjustments in writing to the Procurement

Agent, at least ninety (90) days prior to the renewal date. **Increases submitted late may not be considered.**

- 8.3 The request for a change in the price/rate shall include: (1) the RFP number, (2) existing price/rate, (3) the new proposed price/rate, (4) supporting documentation (i.e., appropriate Bureau of Labor Statistics index). The request for a price increase on products shall include documentation from the manufacturer to verify the basis for such a request and submit current catalogs.
  - 8.3.1 HCPS will also consider adjustments based on fees outside of the control of the Contractor, such as manufacturer price increases. However, such increases will be a "pass through" to HCPS with no mark-up allowed. For such changes to be considered, documentation from the manufacturer (or any other applicable party) assessing a cost increase must accompany a written request from the Contractor.
- 8.4 HCPS will only consider adjustments on rates based upon the Consumer Price Index (CPI) for all Urban Consumers as published by the Bureau of Labor Standards (<https://www.bls.gov/data/>), or the most appropriate index for the service or product being provided.
- 8.5 For purposes of this section, "Consumer Price Index" shall mean the Consumer Price Index-All Urban Consumers-Baltimore-Columbia-Towson, MD-All Items (CPI-U or CPI-W), as published by the United States Department of Labor, Bureau of Labor Statistics.
- 8.6 For each option year of this contract, pricing may be adjusted by the percentage change in the Consumer Price Index by following the steps below, which the HCPS Procurement Department will follow:
  - 8.6.1 Access the U.S Bureau of Labor Standards <https://www.bls.gov/data/>.
  - 8.6.2 Under "Urban Wage Earners and Clerical Workers (Current Series)", click on "One Screen Data Search" (magnifying glass).
    - 8.6.2.1 Select "Baltimore-Columbia-Towson, MD" for No.1.
    - 8.6.2.2 Select "All Items" for No 2.
    - 8.6.2.3 "Not Seasonally Adjusted" box should be selected in No. 3.
    - 8.6.2.4 Select "Add to Selection" then "Get Data" button.
    - 8.6.2.5 Select "More Formatting Options" located in the top right-hand corner.
      - 8.6.2.5.1 Unselect "Original Data Value" and select "12-Month Percent Change" box
      - 8.6.2.5.2 Select "Retrieve Data"
    - 8.6.2.6 Use the '12 Months Percent Change' chart. Adjustment shall be based on the most recently published percentage change.
    - 8.6.2.7 Multiply the percentage change by the base cost to determine the escalated cost.
- 8.7 The Awarded Offeror shall provide bona-fide manufacturer's documentation reflecting the percentage change. The CPI adjustment is NOT automatic. HCPS reserves the right to accept or reject the adjustment within sixty (60) days of receipt of request. Rate adjustments will be approved at the discretion of HCPS and are not guaranteed.

- 8.7.1 If the request is rejected, the Contract for that item may be terminated thirty (30) days from the date of HCPS rejection letter.
- 8.7.2 If adjustment request is rejected, HCPS reserves the right to purchase services or goods from the next most favorable responsive and responsible offeror, as the requested adjustment may change the award position. If the next most favorable responsive offeror(s) does not have service available within the requested timeframe, HCPS reserves the right to purchase from any source.
- 8.7.3 Awarded Offeror whose price adjustment has been rejected by HCPS shall be granted the right of first refusal and shall be given an opportunity to match the item pricing of the next most favorably ranked responsive and responsible offeror within ten (10) days of receipt of HCPS rejection notification.
- 8.8 Upon receipt of the Awarded Offeror(s) request, HCPS shall decide to accept, reject, or modify the request, as may be determined to be in the best interest of HCPS, for a price adjustment based upon its investigations and the information provided by the Awarded Offeror. If HCPS approves the price adjustment, the price shall remain firm for the renewal term for which it was requested. Any orders received prior to a request for a price increase shall be honored at the original contract price.
- 8.9 HCPS reserves the right to decrease the unit price if such downward adjustment is reflected with the CPI data.
- 8.10 Rate increase requests will not be considered if not accompanied with the proper information or within the designated time.
- 8.11 HCPS reserves the right to cap pricing adjustments at five percent (5%) of the price for the immediately preceding year.

9. **RFP CLOSING DATE**

Proposals must be received by the email inbox ([bids@hcps.org](mailto:bids@hcps.org)) no later than **12:00 pm, local time, on October 10, 2024**. Proposals received after this time will not be considered. Proposals may not be modified after the RFP closing date and time.

10. **DELIVERY OF PROPOSALS**

All proposals shall be emailed to [bids@hcps.org](mailto:bids@hcps.org). Mark the subject line – **RFP#25-DS-005 Provider for In Person Tutoring 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 RFP Coordinator listed within the solicitation, by email or phone, to confirm receipt of the proposal.

11. **RESPONDENTS RESPONSIBILITIES**

- 11.1 The Respondent understands the RFP in its entirety and that the proposal is made in accordance therewith, and;
- 11.2 The Respondent possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to HCPS, and;
- 11.3 Prior to submitting a proposal, each Respondent shall make all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the contract and to verify any representations made by HCPS, upon which the respondent will rely. If the respondent receives an award based on its proposal submission, failure to have made such investigations and examinations will in no way relieve the respondent from its obligations to comply in

every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the respondent for additional compensation or relief, and;

- 11.4 The Respondent will be held responsible for any and all discrepancies, errors, misstatements, etc. in discounts or rebates which are discovered during the contract term or up to and including five (5) fiscal years following HCPS's annual audit, including five (5) years thereafter.
- 11.5 Respondents shall be responsible for income, social security, state disability or other such federal or state payroll taxes. Awarded Respondent(s) shall pay contributions to social security, unemployment insurance, federal, and state withholding taxes and all other employment and payroll taxes for the tutors and shall hold harmless and indemnify HCPS therefrom.

**12. PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held on-line via Teams for this Request for Proposal on **August 23, 2024**, at **11:30 a.m. local time**, at the link stated on the cover page. **Potential Offerors are strongly encouraged to attend.**

**13. PROPOSAL FORMAT: TWO-PART SUBMISSION**

- 13.1 Offerors shall email their Proposal to [bids@hcps.org](mailto:bids@hcps.org), in **PDF format ONLY**, in SEPARATE e-mails as the following:
  - 13.1.1 **Volume I** – Technical Proposal
  - 13.1.2 **Volume II** – Cost Proposal
- 13.2 Each e-mail shall include the following information in the body of the email:
  - 13.2.1 The Offeror's name, business address, and contact information.
  - 13.2.2 The due date/time for receipt of proposals.
- 13.3 The title of the RFP and RFP number (**#25-DS-005 Provider for In Person Tutoring Services**)
- 13.4 See **Section 19: Submittal Requirements** for complete details.
- 13.5 If confidential materials are submitted, respondents 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.

**14. QUESTIONS**

Questions concerning any portion of this RFP shall be directed by e-mail to Denise Semenkow at [Denise.Semenkow@hcps.org](mailto:Denise.Semenkow@hcps.org), who shall be the official point of contact for this RFP. Questions should be submitted by the date and time listed on the coversheet.

**15. INSURANCE REQUIREMENTS**

The Provider shall not commence any operations or services on behalf of the Board of Education of Harford County (the Board) under this Contract until the Provider has obtained at the Provider's own expense all of the insurance as required hereunder and such insurance has been approved by the Board. Approval of insurance



required of the Provider will be granted only after submission to the Board of original certificates of insurance signed by authorized representatives of the insurers or, at the Board's request, certified copies of the required insurance policies. See Attachment B for details.

**16. INTERVIEWS/PRESENTATIONS BY RESPONDENTS**

- 16.1 HCPS, at its sole discretion, may ask individual respondents to make oral presentations, informal interviews and/or demonstrations without charge to HCPS.
- 16.2 HCPS reserves the right to require any respondent to demonstrate, to the satisfaction of HCPS, that the respondent has the fiscal and managerial abilities to properly furnish the services proposed and required to fulfill the contract. The demonstration/interview must satisfy the Board and the Board shall be the sole judge of compliance.
- 16.3 Respondents are cautioned not to assume that interviews/presentations will be required and should include all pertinent and required information in their original proposal package.
- 16.4 It is HCPS' intent to award a contract to the respondent deemed most advantageous to HCPS in accordance with the evaluation criteria specified elsewhere in this RFP. The Board reserves the right, however, to conduct post-presentation discussions with any respondent who has a realistic possibility of contract award including, but not limited to: request for additional information, competitive negotiations, and further best-and-final offers.
- 16.5 Dates for interviews/presentations have been listed in Section 3. Schedule of Activities, although these dates are subject to change, these dates have been selected based on the schedules of the evaluation committee members and will not be modified/changed to accommodate the schedules of the Offerors.

**17. PROPOSAL EVALUATION PROCESS**

- 17.1 Proposals submitted shall be received and reviewed by the Procurement Agent.
- 17.2 A preliminary evaluation by the Procurement Agent shall determine whether each received proposal is complete and compliant with all the instructions and/or submittal requirements of the RFP. Any proposals that are incomplete or that do not comply with the instructions and/or submittal terms and conditions may be rejected and excluded from further consideration.
- 17.3 Technical proposals meeting all minimum requirements will be distributed to the evaluation committee for review and evaluation. The committee will then convene to discuss, and scores will be tallied for each criterion.
- 17.4 After the technical score for each proposal has been established, the evaluation committee will determine if presentations or interviews will be required. Firms with technical scores falling below acceptable standards will be eliminated from the remainder of the RFP process.
- 17.5 HCPS will use a point formula to score the cost proposals. The maximum score for the cost proposal will be assigned to the firm offering the lowest combined total. Appropriate fractional scores will be assigned to the other cost proposals.
- 17.6 HCPS may enter into cost and/or terms and conditions negotiations with the highest-ranking firm. If HCPS and the firm cannot agree upon cost or terms, HCPS may negotiate with the next highest ranked firm. This process will be continued until a fair and reasonably priced contract can be awarded.
- 17.7 During the evaluation, 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, school districts, or other governmental agencies. 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.

- 17.8 HCPS may make such investigations as deemed necessary to determine the ability of the firm to provide the work as specified herein. HCPS may request additional information about, or clarification of any proposals submitted.
- 17.9 HCPS reserves the right to clarify information submitted in a proposal to determine whether an error has been made or whether a waiver of formality, informality or technicality is appropriate. Firms shall furnish HCPS with all such information and data necessary for HCPS to determine if the proposal is responsible and responsive to the HCPS' requirements as stated herein.

**18. SCORING**

- 18.1 An adjectival scoring system shall be applied throughout the evaluation process for the evaluation of the technical proposals and the oral presentation/informal interviews. A score of 0 is the least favorable and a score of 5 is the most favorable in all sections.
- 18.2 The Respondent's response will be scored by committee members in accordance with the following scale:
  - 0 = Unresponsive: Failed to respond to the request
  - 1 = Poor: Responsive to the question but expectations are NOT met
  - 2 = Marginal: Responsive to the question but below acceptable standards
  - 3 = Acceptable: Minimal acceptable performance standards and responsive to the request
  - 4 = Good: Above minimum performance, effective and responsive to the request
  - 5 = Excellent: Exceeds expectations for effectiveness and responsiveness to the request

**19. SUBMITTAL REQUIREMENTS**

When submitting a Technical Proposal, the following minimum information must be provided for proper evaluation by the selection committee. Your Technical Proposal should be thorough in all aspects for the selection committee to make a proper and complete evaluation of your capabilities and response. The purpose of the Technical Proposal is to demonstrate the qualifications, competency, and capacity of the Respondent in conformity with the requirements of this RFP. The Technical Proposal shall demonstrate the qualifications of the Respondent and the staff to be assigned to this contract.

The Technical Proposal shall address all the points outlined in the RFP (excluding any cost information which shall only be included in the Cost Proposal). The Technical Proposal shall be prepared simply and economically, providing a straightforward, concise description of the Respondent's capabilities to satisfy the RFP requirements. Respondent must refrain from using responses similar to, "Refer to our literature..." or "Please see www.....com", these responses may deem a proposal non-responsive.

Each proposal must include a submittal letter, table of contents, and all documentation requested in the Technical Proposal. The documents must be numbered consecutively from beginning to end and separated by tabs in the order described below. *Failure to submit these documents in this order may deem your proposal non-responsive.*

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

**19.1 Volume I: TECHNICAL PROPOSAL**

19.1.1 **Tab 1 – Respondent’s Profile and Submittal Letter – (Weighted Value 10 Points)**

RFP Submittal Letter signed by an authorized agent of the firm stating the profile of the firm, including:

- Brief history of the firm.
- How many years providing in person, one on one tutoring in early literacy education (needs to be at least two (2) years).
- Provide evidence if the firm has been approved by MSDE. (Preference will be given to MSDE approved firms)
- Provide a concise narrative as to why your firm is best able to serve HCPS, include any key items about your firm that distinguishes it from other firms.

19.1.2 **Tab 2 – Experience of Firm/Personnel – (Weighted Value 20 Points)**

- Describe experience in providing in person, one on one tutoring, in early literacy education.
- Provide data/research of the firm’s success rate providing tutoring services.
- Describe the qualifications of the tutors providing the services requested, including minimum education requirements, required credentials/experience, certifications and how qualifications are verified.
- Describe the onboarding process and include details of the training your tutors receive in relation to teaching early literacy and working with young children.
- Provide process for background checks.
- Provide any additional information relevant to this section.

19.1.3 **Tab 3 – Technical Approach and Methodology – Scope of Services (Weighted Value 25 Points)**

- Describe tutoring methodologies and approaches used to teach phonemic awareness, phonics, fluency, and comprehension. Submit any applicable artifacts.
- Provide sample tutoring plans or curriculum materials that demonstrate alignment with the Science of Reading principles.
- Explain your performance measurements and provide sample reports (student assessments and progress monitoring data).
- Provide the number of tutors available to start upon contract award or indicate the anticipated length of time required to retain and prepare tutors to begin after contract award.

19.1.4 **Tab 4– References – (Weighted Value 10 Points)**

Using the form included as Attachment F, provide the name, address, email address and phone numbers of three (3) current clients who will be contacted for references. Two (2) of the three (3) references shall be K-12 clients, if available. Preference will be given for K-12 experience.

The references **will be verified** by HCPS. HCPS will not be responsible for errors, non-working phone numbers, inaccurate email addresses, people no longer employed with the client or references who do not respond.

Failure to provide references may deem Proposer as non-responsible. HCPS reserves the right to request additional references.

19.1.5 **Tab 5 – Exceptions to Draft Contract (Non-Scored)**

- Provide any exceptions to HCPS’s General Terms and Conditions.

- Offerors must provide **any and all** documentation or agreements that you anticipate requesting HCPS to incorporate into the final agreement or sign as a result of this RFP award.
- Failure to indicate any exceptions shall be interpreted as the Offeror’s intent to fully comply with all RFP terms and conditions as written.
- Terms and conditions differing from those in this RFP may be cause for disqualification of the proposal.

19.1.6 **Tab 6 – Addenda (Non-Scored)**

Any addenda issued subsequent to the release of this solicitation must be signed and returned with the Firm’s proposal. Failure to return signed addenda may be cause for the proposal to be considered non-responsive.

19.1.7 **Tab 7 – Required Documents (Non-Scored)**

Failure to return any of these documents may be cause for the proposal to be considered non-responsive.

- Attachment “A” Sample Certificate of Insurance (Provide a sample certificate)
- Attachment “B” Debarment Certification (Completed and Signed)
- Attachment “C” Conflict of Interest Form (Completed and Signed)
- Attachment “D” Employment of Sex Offenders and Other Criminal Offenders Affidavit (Completed and Signed)
- Attachment “E” Anti-Bribery Affidavit (Completed and Signed)
- Attachment “F” References (Completed)
- Attachment “G” Signature Sheet (Completed and Signed)

**20.1 Volume II: COST PROPOSAL (Weighted Value 20 Points)**

- 20.1.1 Offeror shall provide the following cost information submitted in a **SECOND EMAIL** with the subject line labeled as RFP #25-DS-005 – Cost Proposal (Attachment I). **PDF Format Only.**
- 20.1.2 The Cost Proposal **MUST INCLUDE ALL COSTS** associated with the services identified in, and associated with, the services requested in this RFP.

<b>Evaluation Criteria Matrix</b>	<b>Maximum Possible Points</b>
<b>Tab 1 – Profile and Submittal Letter</b>	<b>10</b>
<b>Tab 2 – Experience of Firm/Personnel</b>	<b>20</b>
<b>Tab 3 – Technical Approach and Methodology</b>	<b>25</b>
<b>Tab 4 – References</b>	<b>10</b>
<b>Interviews/Presentations</b>	<b>15</b>
<b>Cost Proposals</b>	<b>20</b>
<b>Combined Total</b>	<b>100</b>

## **ATTACHMENT A**

### **Insurance Requirements**

#### **Harford County Public School System – Maryland**

#### **Insurance Requirements for 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.  
  
Therefore, the phrases "endeavor to" and ". . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.
- 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
\$1,000,000	Products/Completed Operations Aggregate

This insurance shall include coverage for all of the following:

- i. Liability arising from premises and operations;
- ii. Liability arising from the actions of independent contractors;
- iii. 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 Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:

\$3,000,000	Per occurrence;
\$3,000,000	Aggregate for other than products/completed operations and auto liability; and
\$3,000,000	Products/completed operations aggregate.

And including all of the following coverages on the applicable schedule of underlying

insurance:

- i. Commercial general liability;
- ii. Business auto liability; and
- iii. Employers liability

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

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

2.1.7 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 forms CG 2009 and CG 2010 entitled "Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization" (previously Forms A and B respectively) are **NOT ACCEPTABLE**. ISO form CG 2026 entitle "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)."

2.3 Insurance or self-insurance provided to the Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers 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.)

2.4 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.

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

2.5.1 The Consultant shall agree to provide certificates of insurance evidencing 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

2.5.2 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.



**ATTACHMENT B**  
**DEBARMENT CERTIFICATION**

**HARFORD COUNTY PUBLIC SCHOOLS**

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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.

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Name and Title of Authorized Agency/Organization Representative

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Signature

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Date

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Agency/Organization

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

**ATTACHMENT C**  
**CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE**

- (a) The Contractor warrants that, to the best of the Contractor'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 Contractor 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 Contractor may have.
- (c) The Contractor agrees that if an actual or potential conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Procurement Agent. This disclosure shall include a description of actions which the Contractor 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 Contractor 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 Contractor 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 Contractor from further Board contracts, or pursue such other remedies as may be permitted by law or this contract.
- (e) The Contractor 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)

**ATTACHMENT D**  
**EMPLOYMENT of SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS AFFIDAVIT**

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

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](http://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)

**ATTACHMENT E**  
**ANTI-BRIBERY AFFIDAVIT**

**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

**ATTACHMENT F**

REFERENCES

1. Client Name \_\_\_\_\_  
Email Address \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Nature of Engagement \_\_\_\_\_  
Date Completed/Year Covered \_\_\_\_\_

2. Client Name \_\_\_\_\_  
Email Address \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Nature of Engagement \_\_\_\_\_  
Date Completed/Year Covered \_\_\_\_\_

3. Client Name \_\_\_\_\_  
Email Address \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Nature of Engagement \_\_\_\_\_  
Date Completed/Year Covered \_\_\_\_\_

**ATTACHMENT G**

**SIGNATURE SHEET**  
**(To be submitted with Technical Proposal)**

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

_____ 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 \_\_\_\_\_

## **ATTACHMENT H**

### **PROFESSIONAL SERVICES AGREEMENT SAMPLE**



This Professional Services Agreement (the "Agreement") 25-DS-005, 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 RFP# 25-DS-005, 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](mailto: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](http://www.marylandpublicschools.org).

26.1.3. Submission of Section 000325 Contract Affidavit (HB 486/SB 541 Compliance) 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](http://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.

**ATTEST:**

**HARFORD COUNTY PUBLIC SCHOOLS:**

\_\_\_\_\_  
Name:  
Title:  
Date:

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

**CONSULTANT ATTEST:**

**INSERT NAME OF CONSULTANT HERE**

\_\_\_\_\_  
Name:  
Title:  
Date:

**By:** \_\_\_\_\_  
Name:  
Title:  
Phone:  
Email:  
Date:

## ATTACHMENT I

### COST PROPOSAL

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

**TO THE BOARD OF EDUCATION OF HARFORD COUNTY:**

We propose to provide to Harford County Public Schools in accordance with the General Provisions, Scope of Service, and other documents of this Request for Proposal:

DESCRIPTION	REGULAR HOURLY RATE
<b>In Person One on One Tutoring Services</b> (Note: must be all-inclusive, including travel, tolls, parking, mobile phone)	\$

Please list the rates for additional services which may be required throughout the contract period. You may add lines if necessary.

DESCRIPTION	AMOUNT
<b>List related services along with pricing for items not identified in the Scope of Services (if any):</b>	
	\$
	\$
	\$



## Exhibit A Elementary School List

*Abingdon Elementary School  
399 Singer Road  
Abingdon, MD 21009*

*Bakerfield Elementary School  
36 Baker Street  
Aberdeen, MD 21001*

*Bel Air Elementary School  
30 East Lee Street  
Bel Air, MD 21014*

*Church Creek Elementary School  
4299 Church Creek Road  
Belcamp, MD 21017*

*Churchville Elementary School  
2935 Level Road  
Churchville, MD 21028*

*Darlington Elementary School  
2119 Shuresville Road  
Darlington, MD 21034*

*Deerfield Elementary School  
2307 Willoughby Beach Road  
Edgewood, MD 21040*

*Dublin Elementary School  
1527 Whiteford Road  
Street, MD 21154*

*Edgewood Elementary School  
2100 Cedar Drive  
Edgewood, MD 21040*

*Emmorton Elementary School  
2502 Tollgate Road  
Bel Air, MD 21015*

*Forest Hill Elementary School  
2407 Rocks Road  
Forest Hill, MD 21050*

*Fountain Green Elementary School  
517 Fountain Green Road  
Bel Air, MD 21015*

*George D. Lisby Elementary School @ Hillsdale  
810 Edmund Street  
Aberdeen, MD 21001*

*Hall's Cross Roads Elementary School  
203 East Bel Air Avenue  
Aberdeen, MD 21001*

*Havre de Grace Elementary School  
600 Juniata Street  
Havre de Grace, MD 21078*

*Hickory Elementary School  
2100 Conowingo Road  
Bel Air, MD 21014*

*Homestead/Wakefield Elementary School  
900 South Main Street  
Bel Air, MD 21014*

*Jarrettsville Elementary School  
3818 Norrisville Road  
Jarrettsville, MD 21084*

*Joppatowne Elementary School  
407 Trimble Road  
Joppa, MD 21085*

*Magnolia Elementary School  
901 Trimble Road  
Joppa, MD 21085*

*Meadowvale Elementary School  
910 Grace View Drive  
Havre de Grace, MD 21078*

*Norrisville Elementary School  
5302 Norrisville Road  
White Hall, MD 21161*

*North Bend Elementary School  
1445 North Bend Road  
Jarrettsville, MD 21084*

*North Harford Elementary School  
120 Pylesville Road  
Pylesville, MD 21132*

*Old Post Road Elementary School  
2706 Philadelphia Road  
Abingdon, MD 21009*

*Prospect Mill Elementary School  
101 Prospect Mill Road  
Bel Air, MD 21015*

*Red Pump Elementary School  
600 Red Pump Road  
Bel Air, MD 21014*

*Ring Factory Elementary School  
1400 Emmorton Road  
Bel Air, MD 21014*

*Riverside Elementary School  
211 Stillmeadow Drive  
Joppa, MD 21085*

*Roye-Williams Elementary School  
201 Oakington Road  
Havre de Grace, MD 21078*

*William S. James Elem. School  
1 Laurentum Parkway  
Abingdon, MD 21009*

*Youth's Benefit Elementary School  
1901 Fallston Road  
Fallston, MD 21047*

EXHIBIT B **2024-2025**  
**CALENDAR AT A GLANCE**

**AUGUST 2024**

22Th - 23F New Teachers on Duty  
26M - 30F All Teachers on Duty - Professional Development

**SEPTEMBER 2024**

2M Holiday - Schools & Offices Closed  
3T Opening of Schools for K-12 Students  
First Quarter Begins  
5Th Opening of Schools for PreK Students  
27F\*\* 3-hour Early Dismissal for Students

**OCTOBER 2024**

3Th Holiday - Schools & Offices Closed  
17Th\*\* 3-hour Early Dismissal for Students  
18F Professional Development - Schools Closed for Students

**NOVEMBER 2024**

1F - 4M Professional Development - Schools Closed for Students  
5T Election Day - Schools & Offices Closed  
8F 1st Quarter Ends  
11M Holiday - Schools & Offices Closed  
12T 2nd Quarter Begins  
27W\*\* 3-hour Early Dismissal for Schools & Offices  
28Th - 29F Thanksgiving Break - Schools & Offices Closed

**DECEMBER 2024**

6F\*\* 3-hour Early Dismissal for Students  
20F\*\* 3-hour Early Dismissal for Schools & Offices  
23M - 31T Winter Break - Schools & Offices Closed

**JANUARY 2025**

1W Winter Break/Holiday - Schools & Offices Closed  
17F\*\* 3-hour Early Dismissal for Students  
20M Holiday - Schools & Offices Closed  
29W 2nd Quarter/1st Semester Ends  
30Th 3rd Quarter/2nd Semester Begins

**FEBRUARY 2025**

14F\*\* 3-hour Early Dismissal for Students  
17M Holiday - Schools & Offices Closed  
28F\*\* 3-hour Early Dismissal for Students

**MARCH 2025**

28F\*\* 3- hour Early Dismissal for Students

**APRIL 2025**

4F\*\* 3rd Quarter Ends  
3-hour Early Dismissal for Students  
7M 4th Quarter Begins  
16W\*\* 3-hour Early Dismissal for Students  
17Th - 21M Spring Break - Schools & Offices Closed  
22T Professional Development - Schools Closed for Students

**MAY 2025**

23F\*\* 3-hour Early Dismissal for Students  
26M Holiday - Schools & Offices Closed

**JUNE 2025**

10T Scheduled Last Day of School for PreK Students  
*(If NO inclement weather make-up days are used.)*  
12Th 4th Quarter/2nd Semester Ends  
Scheduled Last Day of School for K-11 Students  
*(If NO inclement weather make-up days are used.)*  
13F\* Professional Development  
Scheduled Last Day for Teachers  
*(If NO inclement weather make-up days are used.)*  
Inclement Weather Make-up Date 1  
16M\* Inclement Weather Make-up Date 2  
17T\* Inclement Weather Make-up Date 3  
18W\* Inclement Weather Make-up Date 4  
19Th Holiday - Schools & Offices Closed  
20F\* Inclement Weather Make-up Date 5  
23M\* Inclement Weather Make-up Date 6  
Scheduled Last Day of School for K-11 Students  
*(If ALL inclement weather make-up days are used.)*  
24T Professional Development Make-up Date  
Scheduled Last Day for Teachers  
*(If ALL inclement weather make-up days are used.)*

**\*Reminder:** Potential inclement weather make-up dates are marked with numbered snowflakes in June. These dates will be used in numerical order, beginning with Friday, June 13, 2025. It is recommended that vacations not be scheduled until after June 23, 2025, to avoid scheduling conflicts.

June 13	June 16	June 17	June 18	June 20	June 23
1	2	3	4	5	6

\*\*Half-day prekindergarten will not meet on scheduled early dismissal dates.

This calendar was approved by the Board of Education of Harford County on December 18, 2023. Edits were approved on February 26, 2024.