

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

RFP Announcement

RFP TITLE: **Mass Communication System and School Website Hosting**

RFP NUMBER: **25-GS-007**

RFP DUE DATE AND TIME: **October 23, 2024, 12:00 pm local time**

RFP EMAIL SUBMITTAL ADDRESS: Submit your Proposal electronically to:
bids@hcps.org

PURCHASING AGENT: Geoffrey Sudzina
Geoffrey.Sudzina@hcps.org
410-638-4083

QUESTIONS DUE DATE AND TIME: Questions must be e-mailed to Geoffrey.Sudzina@hcps.org no later than 12:00 pm local time on **September 25, 2024**.

ADDENDUM ISSUED: No later than **October 4, 2024**.

PRE-PROPOSAL CONFERENCE: **September 19, 2024, at 11:00 am** and online via Teams at the following link:

[Join Microsoft Teams Meeting](#)
[+1 240-600-1475](tel:+12406001475) United States, Bethesda (Toll)
Conference ID: 731 825 521#

TIMELY DELIVERY OF RFP DOCUMENTS:

Proposals must be received in the Purchasing e-mail box, 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. It is the Offeror(s) responsibility to verify that the Proposal has been received at 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. 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 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.

TABLE OF CONTENTS

Instruction to Offerors.....	3
General Terms and Conditions.....	7
Request for Proposal	18
Purpose.....	18
Background	18
Scope of Services.....	18
Schedule of Activities.....	23
Respondent Requirements	23
Special Conditions	24
Award.....	24
Contract Term	24
RFP Closing Date.....	25
Delivery of Proposals.....	25
Respondents Responsibilities	25
Preproposal Conference.....	25
Proposal Format: Two-Part Submission.....	25
Questions	26
Insurance Requirements.....	26
Presentations by Respondents	26
Proposal Evaluation Process	27
Scoring.....	27
Submittal Requirements	28
Attachment A – Insurance Requirements.....	32
Attachment B – Debarment Certification	37
Attachment C – Conflict of Interest Form	38
Attachment D – Employment of Sec Offender and Other Criminal Offenders Affidavit	39
Attachment E – Anti-Bribery Affidavit	40
Attachment F – Reference Sheet	41
Attachment G – Signature Sheet	42
Attachment H – Professional Services Agreement Sample	43
Attachment I – HCPS Data Privacy and Security Addendum	53
Attachment J – Cost Proposal	76

**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 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, 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, 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.
- 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, 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 not 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 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 in arrears with respect to the payment of any monies due and owing the County or State, of any department or agency thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this agreement.

- 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 terms 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.
 - 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, 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.
- 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) 2.1.

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") 2.1 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 2.1 [W3C WCAG 2.1 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 2.1 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-GS-007

Mass Communication System and School Website Hosting

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 firms to provide a Mass Communication System and a School Web Hosting platform to be used daily by school-based staff and the Communications Office in accordance with the following terms, conditions, and specifications.
- 1.2 The proposed platform shall be cloud based, not requiring additional servers at HCPS.
- 1.3 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. **BACKGROUND**

- 2.1 HCPS is a Maryland public school system providing education services to Harford County, Maryland residents. HCPS operates 54 schools, which includes elementary, middle, and high schools as well as special education centers, alternative schools, and administrative offices. HCPS serves approximately 38,000 students.
- 2.2 The notification system currently in place contains over 50,000 contacts that can be reached when messages are released. The notification system is used daily by the Communications Office to relay county updates to family members and staff regarding important information and emergencies. School-based administrators also use the system to send messages to their local school community.
- 2.3 The school websites service the students, staff, and families of HCPS. The websites are managed by school staff members with varying levels of technical expertise and are branded in the color scheme of the school, incorporating the school logo/mascot.
- 2.4 HCPS plans to implement the Mass Notification System and School Website Hosting platforms for the start of the 2025 – 2026 school year, beginning July 1, 2025.

3. **SCOPE OF SERVICES**

- 3.1 Mass Communication System:
 - 3.1.1 The Notification System shall be capable of reaching every family member and employee of HCPS with a contact on file.
 - 3.1.2 The system shall run daily automatic updates in the evening to capture changes to contact information.
 - 3.1.3 The system shall be capable of connecting with stakeholders via phone calls, text, and email.
 - 3.1.4 Notifications must be capable of being sent 24/7/365 with minimal outages.
 - 3.1.5 When system maintenance is required, it shall be relegated to overnight or weekend hours to minimize disruption.

- 3.1.6 The system shall contain a public sign-up portal, allowing members of the public without HCPS enrolled students to be notified.
- 3.1.7 The system shall have the capability to notify stakeholders in certain geographical areas who may be impacted by events. (i.e. a tree down or police activity)
- 3.1.8 The system shall have the ability to create contact groups based on student or staff names or unique student IDs.
- 3.1.9 Ideally, the system shall support instant translation and language preferences.
- 3.1.10 The system must be capable of being used by various departments, providing schools with the ability to log in and send messages. The system must also provide full access to a minimum of twenty (20) select super-users.
- 3.1.11 The system must be capable of providing reports including:
 - 3.1.11.1 Weekly reports displaying the number of messages that have been sent.
 - 3.1.11.2 Number of successful and unsuccessful messages for a set timeframe.
 - 3.1.11.3 List of contacts who are receiving messages and not receiving messages successfully.
 - 3.1.11.4 Individual accounts and method of contact, and if the individual account is successfully receiving messages.
- 3.1.12 The platform must be able to integrate with HCPS programs used to manage student and staff data. Current HCPS systems include eSchoolPlus, Lawson, and Oracle. Daily scheduled flat file integration is preferred.
- 3.1.13 The platform shall be automated and have an application-based import/export method available on demand or scheduled via interface.
 - 3.1.13.1 Imports need to be able to include staff and student contacts, student bus numbers, cafeteria balances and daily student absences.
 - 3.1.13.2 The system shall be capable of immediate or near-immediate communication (preferably call) to stakeholders, triggered by import from multiple daily student absentee data sets.
 - 3.1.13.3 The program must have delimited csv import/export capability at minimum.
- 3.1.14 Proposer must demonstrate Service Organization Control 2 – Type 2 (SOC 2) compliance through recent assessments and reports. This shall be provided upon request, to the Office of Technology and Information Services (OTIS).
- 3.1.15 The proposer shall be required to provide training to internal stakeholders at various levels.
- 3.1.16 The proposer shall provide technical support and have staff available 24/7 to address/resolve issues.
- 3.1.17 The program shall be compatible with multiple web browsers and have a user-friendly interface.

3.1.18 Respondents will provide at least one designated point of contact or account manager who will be a direct resource to system issues as needed.

3.1.19 HCPS employee sign-on into administration sections of the Mass Communication System must be compatible with Microsoft Azure Entra ID Single Sign-On.

3.2 School Website Hosting Services:

3.2.1 Website Design

3.2.1.1 The proposer will provide a unique website design based on provided branding, content, and design preferences with feedback from HCPS. The final product must be approved by HCPS through a design process.

3.2.1.2 The responsive layout will ensure capability across various devices, screen sizes, internet browsers, be available in multiple languages and have a user-friendly interface.

3.2.1.3 The provided school websites must be compliant with the Americans with Disabilities Act (ADA) pursuant to accessibility standard WCAG 2.1, level AA, which includes but is not limited to:

- Easily resizable text
- High contrast mode
- Text and background colors that can be altered
- Required text descriptions for images and photos
- Audio descriptions for images and photos
- Text-only options (HTML, Rich Text, or PDF versions)
- All navigation accessible via keyboard
- "Skip navigation" link available at the top of all webpages
- Minimize elements which blink or flash with an option to pause or stop such animations
- Online forms include descriptive HTML tags

3.2.1.4 An accessibility review will be conducted on the final deliverable pursuant to accessibility standard WCAG 2.1, level AA.

3.2.1.5 A portfolio of design templates shall be available from which HCPS will select one (1) template from proposer to be used across all school websites. District and school level users must have capabilities to configure templates.

3.2.2 School Website Features and Functionality

3.2.2.1 The proposer will provide features and functionality on all fifty-four (54) school websites that include but are not limited to:

- Editable color schemes
- Editable fonts and font sizes
- Interactive calendar
- Custom contact us/information section
- Ability to upload/import photos, videos, podcasts, etc.
- Ability to upload/import forms and documents
- Newsfeed/Highlights section

- Social media integration
 - Interactive staff directory
 - Language translation
- 3.2.2.2 The platform shall provide district level users the ability to upload/post content to any number of school websites without accessing each site separately.
- 3.2.3 Content Management System (CMS)
- 3.2.3.1 The proposer shall provide a CMS for all fifty-four (54) school websites. The school websites must be available 24/7/365, except for planned/scheduled outages.
- 3.2.3.2 The CMS will allow for fully adjustable styles including colors, logos, and cascading style sheet (CSS) customization.
- 3.2.3.3 Formatted school domain names shall be provided similar to the following formats:
- <schoolname>.hcpsschools.org
 - www.hcpsschools.org/<schoolname>
 - <schoolname> will be formatted as a four-letter abbreviation for the school.
- 3.2.3.4 The CMS shall be capable of being managed by website administrators with varying levels of expertise.
- 3.2.4 The proposer shall provide data for analytics and website traffic at both the district and school level.
- 3.2.5 The proposer shall provide services to migrate existing school website content to the new platform.
- 3.2.6 All school websites shall be available only through SSL Encryption (https) and the vendor will be responsible for keeping the certificates valid.
- 3.2.7 HCPS employee sign-on into administration sections of the school website CMS must be compatible with Microsoft Azure Entra ID Single Sign-On.
- 3.2.8 The school websites shall include a three-level hierarchical navigation structure as follows:
- 3.2.8.1 Level 1: Top Level Site
- 3.2.8.1.1 Top-level site content supports multiple communication methods (i.e., school summary information, announcements, calendar of events, headlines, document links, URL links, content pages, embedded social media feeds, digital media (photos, videos, podcasts, etc.)
- 3.2.8.1.2 Top-level site is the school website landing/home page
- 3.2.8.2 Level 2: Content Pages
- 3.2.8.2.1 Content pages support multiple communication methods (i.e., page summary information, announcements, calendar of events, headlines, document links, URL links, content subpages, embedded social media feeds, digital media, photos, videos, podcasts, etc.)

- 3.2.8.2.2 The content page is a “child” to the top-level page (i.e., academics webpage)
 - 3.2.8.3 Level 3: Content Subpages
 - 3.2.8.3.1 Content subpages support multiple communication methods (i.e., subpage summary information, announcements, calendar of events, headlines, document links, URL links, content subpages, embedded social media feeds, digital media (photos, videos, podcasts, etc.))
 - 3.2.8.3.2 The content subpage is a “child” to the content page (i.e., school/academic/grade level webpage)
 - 3.2.9 The proposer shall be required to provide training to internal stakeholders. Virtual or in-person training shall be available upon request.
 - 3.2.9.1 Training will consist of approximately 125 employees prior to implementation, including staff at both the district and school level.
 - 3.2.10 Technical support should be available during regular business hours 8am-5pm Eastern time, Monday – Friday, except legal holidays.
 - 3.2.10.1 Support should be available via phone and website.
 - 3.2.10.2 Technical support cases should be acknowledged and assigned to a support analyst within 1 hour of submission by HCPS.
 - 3.2.11 Respondents will provide at least one designated point of contact or account manager who will be a direct resource to system issues as needed.
- 3.3 Network Security:
- 3.3.1 Connections between trusted and un-trusted networks must be separated by firewalls.
 - 3.3.2 The proposer must provide evidence of periodic vulnerability/threat testing annually to the Office of Technology and Information Services (OTIS).
 - 3.3.3 In the event of a potential security breach, the proposer must immediately inform the Manager of Communications and Director of Information and Technology of security incidents and associated actions taken.
 - 3.3.4 The company shall acquire/maintain certificates from certificate authorities and manage the renewal of certificates.

4 SCHEDULE OF ACTIVITIES

Date	Description
September 11, 2024	RFP Issued
September 19, 2024	Pre-Proposal Meeting – Via Teams (link provided on cover page)
September 25, 2024	Question Deadline – due before 12:00 PM (EST)
October 4, 2024	Addenda released (if necessary)
October 23, 2024	Submittals Due before 12:00 PM (EST)
October 23 – 25, 2024	Review of Requirements
October 28 – November 15, 2024	Committee to Evaluate Submittals
November 18 & 19, 2024	Evaluation Committee Consensus Meeting
December 9 – 11, 2024	Interviews/Presentations (if applicable)
January 10, 2025	Selection Committee Recommendation
February 10, 2025	Board Approval of Contract (if applicable)

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

5 RESPONDENT REQUIREMENTS

- 5.1 HCPS requires that participating respondents have at least five (5) years of experience providing Mass Communication and Website Hosting Services. All respondents **SHALL SUBMIT** the number of years providing this type of service under the current business name and contact name on the company letterhead. Respondents 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.
- 5.2 Respondent must be in compliance with the Americans with Disabilities Act (ADA) pursuant to accessibility standard WCAG 2.1, Level AA. 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/>). – Respondent(s) who are not in compliance with the American with Disabilities Act (ADA) pursuant to accessibility standard WCAG 2.1, Level AA may be deemed non-responsible.
- 5.3 Respondents must demonstrate Service Organization Control 2 – Type 2 (SOC 2) compliance through recent assessments and reports. Respondents who cannot demonstrate Service Organization Control 2 – Type 2 (SOC 2) compliance may be deemed non-responsive.
- 5.4 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.
- 5.5 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.

- 5.6 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.

6 SPECIAL CONDITIONS

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.

7 AWARD

- 7.1 Harford County Public Schools intends to award Mass Communication System and School Website Hosting to one (1) proposer that is the lowest responsive and responsible offeror whose proposal complies with all the provisions of the RFP and the stated criteria, subject to the availability of funding and bringing the best value and is deemed to be in the best interest of Harford County Public Schools.
- 7.2 HCPS is not obligated but reserves the right to award Mass Communication Systems and School Website Hosting separately to the lowest responsive and responsible offeror(s) whose proposal complies with all the provisions of the RFP and the stated criteria, subject to the availability of funding and bringing the best value and is deemed to be in the best interest of Harford County Public Schools.
- 7.3 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.
- 7.4 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 fulfill the obligations of the contract.
- 7.5 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.
- 7.6 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.
- 7.7 The Contract will be awarded to the firm complying with all the provisions of the RFP and the stated criteria, subject to the availability of funding and provided it is in the best interest of Harford County Public Schools to award the Contract.

8 CONTRACT TERM

- 8.1 The initial term of this contract shall be for one (1) year and shall begin on or about **March 1, 2025** through **June 30, 2026**.
- 8.2 Harford County Public Schools reserves the right, if mutually agreed upon, to renew this contract under the same terms and conditions for five (5) additional, one (1) year periods at the established renewal rates on Attachment J, Cost Proposal.

9 **RFP CLOSING DATE**

Proposals must be received by the email inbox (bids@hcps.org) no later than **12:00 pm, local time, on October 23, 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. Mark the subject line – **RFP#25-GS-007 Mass Communication System and School Website Hosting**. 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 the 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.

12 **PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held on-line via Teams for this Request for Proposal on **September 19, 2024, at 11:00 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, in PDF format 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-GS-007 Mass Communication System and School Website Hosting**)

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 Geoffrey Sudzina at Geoffrey.Sudzina@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. **PRESENTATIONS BY RESPONDENTS**

16.1 HCPS, at its sole discretion, may ask individual respondents to make oral presentations, informal telephone 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 must satisfy the Board and the Board shall be the sole judge of compliance.

16.3 Respondents are cautioned not to assume that 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 presentations have been listed in Section 4. 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 criteria.
- 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 an audit 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.

Offerors must refrain from using responses similar to, "Refer to our literature..." or "Please see www....com", these responses may deem a proposal non-responsive. Unless specifically requested, extraneous presentation of materials is neither necessary nor desired. Unnecessary brochures or other documents beyond that sufficient to present a complete and effective Technical Proposal are not required.

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.

a. **Volume I: TECHNICAL PROPOSAL**

20.1.1 **Tab 1 – Respondent's Profile and Submittal Letter – (Weighted Value 5 Points)**

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

- Brief history of the Proposer.
- Organizational structure of business.
- Number of years providing Mass Communication and Web Hosting services.
- Provide a list of K-12 public school districts, governmental agencies, corporations, and/or organizations, comparable in size and scope of HCPS, that have retained the respondent to provide these services. Preference will be given to respondents who have K-12 school district experience.
- 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.
- Respondents shall submit biographic profiles on the individual(s) who will be assigned to this contract.

20.1.2 **Tab 2 – Timeline – (Weighted Value 10 Points)**

- Detailed integration timeline for a fully functioning Mass Communication System and School Website Hosting platform. Include all major milestones and include how long (days/weeks/months) is expected for each step in the timeline. This should include but not limited to:
 - Transition and Operational Plan that supports appropriate milestone dates to ensure July 1st go live date.
 - Initial Meeting
 - Planning
 - Design Prototypes and Website Structure
 - Data Migration
 - Testing Schedule(s)
 - Training for various HCPS stakeholders
 - Go Live

20.1.3 **Tab 3** – Technical Approach and Methodology – Scope of Services – Mass Communication System (**Weighted Value 15 Points**)

- The Firm's approach and methodology of how the scope of services will be addressed.
- Offeror shall address all requirements of **Section 3.1**
- Provide sample reports, as stated in **Section 3.1.11**
- Describe other functionality/capabilities that distinguish your platform above others.

20.1.4 **Tab 4** – Technical Approach and Methodology – Scope of Services – School Website Hosting Services (**Weighted Value 15 Points**)

- The Firm's approach and methodology of how the scope of services will be addressed.
- Offeror shall address all requirements of **Section 3.2**.
- Offeror shall provide a portfolio of design templates.
- Provide a list of website URL addresses which have been designed by the firm.
- Describe other functionality/capabilities that distinguish your platform above others.

20.1.5 **Tab 5** – Technical Approach and Methodology – Scope of Services – Customer Service, Training, Technical Support and Network Security (**Weighted Value 10 Points**)

- Describe the type (in-person, virtual, etc.) and the amount (hours/days) of training that will be provided.
- Describe the process for requesting technical support, including type of support(s) available, the days/hours available, etc.
- Describe your problem resolution process.
- Include the average on-hold/wait time for help desk assistance calls
- Include average help desk ticket turnaround time
- Provide a copy of the most recent Service Organization Control 2 – Type 2 (SOC 2) report.
- Provide the number of service outages you have experienced in the last twelve months. Include the average duration of each outage and the cause.
- Describe other aspects of customer service, training or network security that distinguish your platform above others.

20.1.6 **Tab 6** – References – (**Weighted Value 5 Points**)

Using the form included as Attachment F, provide the name, address, email address and phone numbers of three (3) current clients who can be contacted for references. Two (2) of the

three (3) references shall be a K-12 client, if available. (Preference will be given for school district clients.)

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.

20.1.7 **Tab 7** – Exceptions to Terms and Conditions (**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.

20.1.8 **Tab 8** – 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.

20.1.7 **Tab 9** – Required Documents (**Non-Scored**)

- 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)
- Attachment "H" Professional Services Agreement **Sample** (Final will be at time of award)
- Attachment "I" HCPS Data Privacy and Security Addendum (Review and Return with Exceptions Noted)

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

- 20.2.1 Using Attachment J, Respondent shall provide the following cost information submitted in a **SECOND EMAIL** with the subject line labeled as RFP #25-GS-007 – Cost Proposal.
- 20.2.2 The Cost Proposal **MUST INCLUDE ALL COSTS** associated with the services identified in, and associated with, the services requested in this RFP.
- 20.2.3 The pricing page shall contain the cost for the initial first year of the contract term, and the cost for the five (5) additional one (1) year renewals.

Evaluation Criteria Matrix	Maximum Possible Points
Tab 1 – Profile and Submittal Letter	5
Tab 2 – Timeline	10
Tab 3 – Technical Approach – Mass Communication	15
Tab 4 - Technical Approach – School Website Hosting	15
Tab 5 – Customer Service/Training/Technical Support/Network Security	10
Tab 6 – References	5
Presentation (If Required)	20
Cost Proposals	20
Combined Total	100

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:

\$1,000,000	Per occurrence;
\$1,000,000	Aggregate for other than products/completed operations and auto liability; and
\$1,000,000	Products/completed operations aggregate.

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

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

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

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

2.1.7 Cyber (Network Security and Privacy Liability) insurance or its equivalent, including coverage for liability arising from:

- Privacy breaches
- ii. System breach;
 - iii. Denial or loss of service;
 - iv. Introduction, implantation, or spread of malicious software code; and
 - v. Unauthorized access to or use of computer systems.

Such coverage shall be written with minimum limits of:

\$ 3,000,000 per claim; and
\$ 3,000,000 annual aggregate

And minimum sublimits of:

\$ 1,000,000 for breach response costs;
\$ 500,000 for cyber extortion (ransomware attack); and
\$ 1,000,000 for media liability.

2.1.8 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

Sean W. Bulson, Ed.D., Superintendent

102 S. Hickory Ave, Bel Air, Maryland 21014

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

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

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

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

Name and Title of Authorized Agency/Organization Representative

Signature

Date

Agency/Organization

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

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.
 - 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"), 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, and _____ having its principal place of business at _____ ("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 # _____**. Consultant will perform those professional consulting services as set forth and attached 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 Provider 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 Provider of the responsibility.

2.1.1 **Set-Off** – HCPS may deduct from and set-off against any amounts due and payable to the Provider any back-charges or damages sustained by HCPS by virtue of any breach of this agreement by the Provider to perform the services or any part of the services in a satisfactory manner. Nothing herein shall limit the liability of the Provider for damages and HCPS may affirmatively collect damages from the Provider.

2.2 **Termination for Default**

2.2.1 If the Provider 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 Provider. The notice shall specify the acts of omissions relied on as cause for termination.

2.2.2 All finished or unfinished supplies and services provided by the Provider, shall at HCPS' option, become HCPS property. HCPS shall pay the Provider fair and equitable compensation for satisfactory performance prior to receipt of Notice of Termination, less the amount of damages caused by Provider's breach.

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

2.3 **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 Provider has incurred to the date of termination and such reasonable costs associated with the termination. HCPS shall pay such costs as determined by the Agreement Administrator to the Provider together with reasonable profit reasonably earned by the Provider to the time of termination but not to include any profit not earned as of the date of termination.

2.4 Obligations of Provider upon Termination – Upon Notice of Termination, the Provider shall:

- 2.4.1 Take immediate action to orderly discontinue its work and demobilize its work force to minimize the occurrence of costs.
- 2.4.2 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 of the right, title and if ordered by HCPS possession and interest of Provider under the orders or sub Agreements terminated.
- 2.4.3 Deliver to HCPS all materials, equipment, data, drawings, specifications, reports, estimates, and such other information accumulated by the Provider 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.

2.5 Remedies Not Exclusive – The rights and remedies contained in these terms and conditions 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. 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.

4. 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.

5. NON-DISCRIMINATION

- 5.1 The Contractor shall comply with all Federal and State anti-discrimination laws in the performance of this contract.
- 5.2 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.
- 5.3 In accordance with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. §1681, *et seq.*), Harford County Public Schools does not discriminate on the basis of sex in any of its programs or activities or with regard to employment. Inquiries about the application of Title IX, and its implementing regulations to Harford County Public Schools may be referred to Renee McGlothlin, Harford County Public Schools Title IX Coordinator, by mail to 102 S. Hickory Avenue, Bel Air, Maryland 21014, or by telephone to [410-809-6087](tel:410-809-6087) or by email to Renee.McGlothlin@hcps.org or the Assistant Secretary for the Office of Civil Rights in the United States Department of Education by mail to 400 Maryland Avenue, SW, Washington, DC 20202 or by telephone [1-800-421-3481](tel:1-800-421-3481), or both.
- 5.4 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
- 5.5 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.

6. NON-HIRING OF EMPLOYEES BY AWARDED OFFEROR OR HCPS

- 6.1 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.
- 6.2 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.

7. 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.

8. 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.

20. 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.

21. LANGUAGE/GENDER

- 10.1 Proposer, offeror, vendor, consultant, firm, and contractor all have the same meaning and may be used interchangeably.
- 10.2 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.
- 10.3 Proposal and offer all have the same meaning and can be used interchangeably.

22. COMPLIANCE WITH LAW

- 11.1 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.
- 11.2 The Consultant hereby represents and warrants it is not in arrears with respect to the payment of any monies due and owing the County or State, of any department or agency thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this agreement.
- 11.3 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.
- 11.4 The Awarded 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 perform its obligations under this agreement.
- 11.5 The Contractor 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.

- 11.6 It is the Consultant's responsibility to notify HCPS of lapses in, suspension of or termination of special permits and licenses required under the Contract.
- 11.7 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.

23. CONSULTANT'S OBLIGATION

- 12.1 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.
- 12.2 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.
- 12.3 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.
- 12.4 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 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 contract.
- 12.5 The rights and remedies of HCPS provided for under this contract are in addition to any rights and remedies provided by law.
- 12.6 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.
- 12.7 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.
- 12.8 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 Contractor shall observe, comply with and be subject to all terms 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.
- 12.9 Awarded Offeror may be required pursuant to the Business Regulation Article of the Maryland Code, to provide proof of Certificate of Registry.

13. INDEMNIFICATION

- 13.1 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.
- 13.2 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.

14. **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.

15. **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.

16. **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 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.

17. **FREEDOM OF INFORMATION ACT**

17.1 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.

17.2 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".

18. **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 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.

19. **CHANGES, ALTERATIONS, OR MODIFICATIONS**

19.1 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 Contract cost thereof.

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

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

20. **SUBCONTRACTING OR ASSIGNMENT**

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

21. 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. Contractors 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.

22. EMPLOYMENT OF CHILD SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS

22.1 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.

22.2 Contractor acknowledges and agrees that, pursuant to Section §6-113 of the Education Article of Maryland Code, Contractor is prohibited from knowingly assigning or permitting its Subcontractors from knowingly assigning any of the Contractor's or Subcontractor's employees to work in, on or about school premises if such employee may or would have direct, unsupervised and uncontrolled access to children if the employee has been convicted of, pled guilty or *nolo contendere*, to any of the following crimes.

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.

22.3 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.

22.4 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.

23. 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.

23.1 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.

23.1.1 Effective July 1, 2019

23.1.2 MSDE Guidance for House Bill 486 – Child Sexual and Sexual Misconduct Prevention) can be found online at www.marylandpublicschools.org.

23.1.3 Submission of Section 000325 Contract Affidavit (HB 486/SB 541 Compliance) is required to be submitted prior to award of contract.

24. **LABOR AND RATES OF PAY**

24.1 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.

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

25. **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.

26. **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.

27. **COMPLIANCE WITH SPECIFICATIONS**

27.1 The Awarded Bidder 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.

27.2 The Awarded Bidder, 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 Bidder's compliance with the specifications.

27.3 Where the requirements of the specifications call for higher grade and are not in conflict with the laws, ordinances, etc., the specifications shall govern.

27.4 Where the requirements of the laws, ordinances, etc., are mandatory, they shall govern.

27.5 In case of any apparent conflict between the specifications and such laws, ordinances, etc., the Awarded Bidder shall call the attention of the applicable HCPS designee(s) to such conflict for a decision before proceeding with any work.

27.6 Any deviations to the Specifications or Statement of Work must be clearly noted in detail by the Bidder/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 Bidder's/Offeror's proposal or materials delivered.

28. **BILLING AND PAYMENT**

- 28.1 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, unless otherwise specified.
- 28.2 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.
- 28.3 Standard HCPS payment terms are net thirty (30) days.
- 28.4 HCPS will not pay freight bills, unless stated otherwise. Delivery shall be F.O.B., to the destination(s) as noted on Purchase Order.

29. GOVERNING LAW AND DISPUTE RESOLUTION

- 29.1 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.
- 29.2 Alternative Dispute Resolution (ADR) may be used at HCPS's sole discretion, but HCPS is not obligated to utilize ADR.

30. 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.

31. 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:

- 31.1 Performance Work Statement
- 31.2 Specifications/Terms of the Request for Proposal
- 31.3 General Terms and Conditions for Request for Proposal

32. IT ACCESSIBILITY PROGRAM

- 32.1 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.
- 32.2 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) 2.1.

33. TECHNOLOGY-BASED INSTRUCTIONAL PRODUCTS

- 33.1 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”) 2.1 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.

33.2 All online platforms must conform to the guidelines for accessibility as set forth in the WCAG version 2.1 [W3C WCAG 2.1 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/>).

33.3 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/>.

33.4 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.

33.5 Accessibility Indemnification and Guarantees

33.5.1 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.

33.5.2 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 2.1 Level AA may face civil penalties set forth in Md. Code Ann., Educ., § 7-910.

33.5.3 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.

33.6 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.

34. **FORCE MAJEURE**

- 34.1 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.
- 34.2 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.
- 34.3 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.

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

ATTEST:

Name:
Title:
Date:

HARFORD COUNTY PUBLIC SCHOOLS:

Name:
Title:
Date:

ATTEST:

Name:
Title:
Date:

PROVIDER: _____

Name:
Title:
Date:

ATTACHMENT I
DATA PRIVACY AND SECURITY ADDENDUM

Harford County Public Schools and

This Data Privacy and Security Addendum (“DPSA”) is concluded by and between the Harford County Public Schools (“HCPS”) and _____ (“Contractor”), collectively the “Parties.”

PART I
DEFINITIONS

As used in this DPSA, the following terms shall have the following meaning –

Breach: The unauthorized acquisition, access, use or disclosure of Personally Identifiable Information (“PII”) (i) in a manner not permitted by Federal or State laws, rules and regulations; (ii) in a manner which compromises its security or privacy; (iii) by or to a person not authorized to acquire, access, use or receive it; or (iv) a breach of Contractor’s security that leads to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, PII;

Commercial or Marketing Purpose: Includes (i) the sale, use or disclosure of PII for purposes of receiving remuneration or other benefit, whether directly or indirectly; (ii) the sale, use or disclosure of PII for advertising purposes; and (iii) the sale, use or disclosure of PII to develop, improve or market products or services to any person;

Disclose: To permit access to, or the release, transfer, or other communication of PII by any means, including oral, written or electronic, whether intended or unintended;

Data Privacy and Security Plan or DPSP: Contractor’s plan for implementing the safeguards, measures and controls referred to in this DPSA, appended hereto as Exhibit B;

Education Record: An education record as defined in the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. §1232g, and regulations adopted thereunder (34 C.F.R. Part 99);

Educational Institution: A school system, board of cooperative educational services, school, charter school, or the Maryland State Department of Education (“MSDE”);

Eligible Student: A student who is eighteen years of age or older;

Encrypt or Encryption: The use of an algorithmic process to transform data into a form in which there is a low probability of assigning meaning without use of a confidential process or key;

NIST Cybersecurity Framework: The U.S. Department of Commerce National Institute for Standards and Technology (“NIST”) Framework for Improving Critical Infrastructure Cybersecurity, Version 1.1;

NIST Media Sanitization Guidelines: NIST Special Publication 800-88 Rev. 1, Dec. 2014 (“Guidelines for Media Sanitization”);

NIST Security and Privacy Controls Framework: NIST Special Publication 800-53, Rev. 5, Sep. 2020 (“Security and Privacy Controls for Information Systems and Organizations”);

OMB Memorandum M-17-12: Memorandum for Heads of Executive Departments and Agencies no. M-17-12, Office of Management and Budget, Executive Office of the President, Jan. 3, 2017;

Parent: A parent, legal guardian or person in parental relation to a Student;

Payment Card Industry Data Security Standard or PCI-DSS: The Payment Card Industry Data Security Standard issued by the Payment Card Industry Security Standards Council, Version 4.0;

Personally Identifiable Information or PII: Includes (i) Personally Identifiable Information as defined in 34 C.F.R. §99.3; and (ii) Employee Data as defined below;

School: Any public elementary or secondary school, including a charter school; universal pre- kindergarten program that is publicly funded and/or authorized pursuant to State law; a State- approved provider of pre-school special education; a State-approved private school for the education of students with disabilities; a State-supported school; or a State-operated school;

Services: Services to be provided by Contractor, as specified in the Service Agreement;

Service Agreement: Contract specified in ¶a of section 1 of this DPSA;

State: The State of Maryland;

Student: A person attending or seeking to enroll in an Educational Institution;

Student Data: PII of a Student;

Subcontractor: Includes any non-employee agent, consultant, supplier, distributor, vendor, firm or person engaged or used by the Contractor to implement Services; and

Employee Data: Information from the records of an Educational Institution relating to an employee that is confidential and not subject to public disclosure under Federal or State law.

US-CERT Guidelines: The US-CERT Federal Incident Notification Guidelines published by the U.S. Cybersecurity and Infrastructure Security Agency.

Article I. PART II

PRIVACY AND SECURITY OF PII

1. Compliance with Applicable Laws, Regulations and Policies

- a. In order for Contractor to provide certain services (“Services”) to HCPS pursuant to a contract dated [REDACTED] and entitled [REDACTED] (“Service Agreement”), Contractor may receive PII regulated by various Federal and State laws and regulations. The Parties enter this DPSA to ensure Contractor’s strict compliance with the requirements of (i) the laws and regulations specified in ¶b of this section; the rules, guidelines and standards specified in ¶c of this section; (iii) applicable policies concerning data privacy and security adopted by HCPS; and (iv) the industry standard referred to in ¶e of this section.
- b. Contractor agrees to maintain the privacy and security of PII received pursuant to the Service Agreement in accordance with all applicable state and federal laws and regulations, including but not limited to:
 1. FERPA and regulations adopted thereunder (34 C.F.R. Part 99), as amended;
 2. The Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), Pub. L. 104-191, and all privacy regulations (45 C.F.R. Parts 160 and 164) and security regulations (45 C.F.R. Parts 160, 162, and 164), as amended, issued by the U.S. Department of Health and Human Services, including any amendments introduced by the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”);
 3. The Children's Online Privacy Protection Act (“COPPA”), 15 U.S.C. §§6501-6502, and regulations adopted thereunder (16 CFR Part 312), as amended;
 4. The Protection of Pupil Rights Amendment (“PPRA”), 20 U.S.C. §1232h, and regulations adopted thereunder (34 CFR Part 98), as amended;
 5. The Maryland Student Privacy Act of 2015, as amended;
 6. The Individuals with Disabilities Education Act (“IDEA”), 20 U.S.C. 1400 et seq., and regulations adopted thereunder (34 CFR Part 300), as amended;
 7. Maryland Protection of Information by Government Agencies (“MD PIGA”), MD State Govt Code § 10-1301 et seq., and regulations adopted thereunder, as amended; and
 8. The Maryland Health Information Privacy Act (“MHIPA”), and regulations adopted thereunder, as amended.
- c. Contractor agrees to maintain the privacy and security of PII received pursuant to the Service Agreement in accordance with rules, requirements and standards –

1. specified in –
 - i. NIST Cybersecurity Framework;
 - ii. NIST Security and Privacy Controls Framework;
 - iii. NIST Media Sanitization Guidelines; and
 - iv. Internal Revenue Service Publication 1075 (IRS Pub. 1075, “Tax Information Security Guidelines for Federal, State and Local Agencies”); and
2. promulgated by the Criminal Justice information Services (CJIS) of the Federal Bureau of Investigation (FBI) in relation to wireless networking, remote access, data encryption and multi-factor authentication.
- d. The Contractor shall comply with all data privacy, security and governance policies as well as other applicable policies adopted by HCPS.
- e. Contractor shall ensure the privacy and security of PII in credit card transactions by –
 1. adhering to the Payment Card Industry Data Security Standard (“PCI-DSS”); and
 2. validating compliance with PCI-DSS to MSDE on an annual basis.

2. Authorized Use

- a. HCPS retains ownership of all PII shared with Contractor. Contractor shall have no property or licensing rights or claims of ownership to PII received pursuant to the Service Agreement.
- b. Contractor shall not use PII for any purpose other than to provide Services specified in the Service Agreement. Use of PII for a purpose other than to provide Services is subject to prior written consent of HCPS.
- c. Contractor shall ensure that –
 1. it has obtained the necessary consents and authorizations to collect, use and/or share PII –
 - i. in a fair and transparent manner, following full disclosure of relevant information; and
 - ii. in compliance with applicable laws and regulations; and
 2. neither the Services provided under the Service Agreement nor the manner in which such Services are provided violate applicable laws or regulations.

3. Prohibition of Commercial or Marketing Use

- a. Contractor shall not sell PII received pursuant to the Service Agreement or use or disclose such PII for a Commercial or Marketing Purpose.
- b. Violation of the obligations specified in ¶a of this section –
 - 1. constitutes material breach of this DPSA by Contractor; and
 - 2. shall be subject to all applicable remedies for breach of contract and/or other contractual penalties under the law.

4. Data Privacy and Security Safeguards

- a. Any production systems and/or applications used by Contractor in the performance of Services shall satisfy the minimum MSDE requirements set forth in Exhibit A.
- b. All PII shared with Contractor pursuant to the Service Agreement shall be stored securely in systems that meet industry-recognized security standards. Contractor shall employ an encryption mechanism to protect the confidentiality and integrity of PII both at rest and in transit. Encryption algorithms and key management procedures used by Contractor shall adhere to established cryptographic standards.
- c. Contractor shall –
 - 1. have policies and procedures in place to ensure that PII is not used or disclosed inappropriately without proper authorizations;
 - 2. implement robust network security measures, including, but not limited to, firewalls, intrusion detection systems and intrusion prevention systems, to protect against unauthorized access attempts and intrusions; and
 - 3. undertake vulnerability assessments and penetration testing no less than once every six months to identify and remediate any security vulnerabilities or weaknesses.
- d. Contractor shall collect and retain only the minimum amount of PII necessary to fulfill the purposes of the Service Agreement. Unnecessary or excessive data shared with, or collected by, Contractor shall be promptly and securely disposed of in accordance with section 13.
- e. Contractor shall conduct a regular privacy impact assessment (“PIA”) to evaluate and address any potential privacy risks associated with the collection, use and sharing of PII pursuant to the Service Agreement. A PIA shall be conducted by Contractor no less than once every calendar year in accordance with the applicable laws, regulations and industry standards.

5. Data Privacy and Security Plan

- a. Contractor shall adopt and maintain administrative, technical and physical safeguards, measures and controls to manage privacy and security risks and protect PII in a manner consistent with the requirements of this DPSA and the laws, rules, regulations, policies and standards specified in section 1.b-e.
- b. Contractor shall maintain a Data Privacy and Security Plan (DPSP) detailing, at a minimum –
 1. the safeguards, measures and controls referred to in this DPSA, including how Contractor implements the requirements of the laws, rules, regulations, policies and industry standards specified in section 1.b-e; and
 2. procedures and processes for detecting, responding to, and mitigating Breaches and other security incidents, including investigation, containment, recovery and reporting.
- c. Contractor’s current DPSP is set forth in Exhibit B. Exhibit B –
 1. has been completed and signed by Contractor; and
 2. shall not be disclosed to the public.
- d. Contractor shall inform HCPS in writing of any planned material changes to its DPSP. The adoption by Contractor of any material changes to its DPSP shall be subject to HCPS’s prior written consent.

7. Right of Review and Audit

- a. Upon written or oral request of HCPS, Contractor shall provide HCPS with copies of its policies, procedures and/or plans related to the protection of PII by Contractor.
- b. The copies of documents requested by HCPS pursuant to a of this section may be made available in a form that does not violate Contractor’s own data security policies, confidentiality obligations and applicable laws.
- c. HCPS may at any time and for any reason request Contractor to –
 1. undergo an audit by an independent third party at Contractor’s expense of its privacy and security safeguards, measures and controls as it pertains to alignment with (i) the requirements of applicable laws, rules, regulations and industry standards, (ii) HCPS’s policies applicable to Contractor, (iii) NIST Cybersecurity Framework; and/or (iv) NIST Security and Privacy Controls Framework; and
 2. provide a report of the audit to HCPS.

- d. In lieu of undergoing an audit pursuant to ¶c of this section, Contractor may provide HCPS with report of a recent industry-standard audit conducted by an independent third party on Contractor's data privacy and security practices. An audit report shall be considered recent if it is less than six months old.
- e. Contractor acknowledges that in addition to the third-party audit referred to in ¶¶c-d of this section, HCPS retain the right to conduct their own audit or other monitoring of Contractor's policies, procedures and systems related to the privacy and security of data shared under the Services Agreement. If HCPS conducts any audit or monitoring, Contractor hereby agrees to—
 - 1. allow HCPS reasonable access to its facilities and staff, at mutually agreeable times; and
 - 2. cooperate with HCPS staff during the completion of the audit or monitoring.

8. Contractor's Employees and Subcontractors

- a. Contractor shall ensure that all of its employees and subcontractors to whom PII is disclosed comply with the terms of this DPSA. Contractor shall be liable for the acts and omissions of its employees and subcontractors that violate the terms of this DPSA.
- b. Contractor shall ensure that all its employees and subcontractors who have access to PII pursuant to the Service Agreement have received or will receive training on the laws, rules, regulations, policies and industry standards listed in section 1 prior to receiving access.
- c. Contractor shall only disclose PII to employees and subcontractors who must necessarily have access to the PII in order to provide the Services and any disclosure of PII shall at all times be limited to the extent necessary to provide the Services.
- d. Access to PII shall be granted by Contractor based on the principle of least privilege. Contractor shall ensure that persons are only granted access to the specific data necessary to perform their job functions. Strong authentication mechanisms, such as multifactor authentication, shall be employed to verify the identity of persons accessing PII.
- e. Contractor shall ensure that each subcontractor performing functions pursuant to the Service Agreement, where the subcontractor will receive or have access to PII, is contractually bound by a signed written agreement that includes data privacy and security obligations equivalent to, consistent with, and no less protective than, those found in this DPSA.
- f. Contractor shall examine the data privacy and security measures of any subcontractor prior to utilizing the subcontractor to perform any functions pursuant to the Service Agreement.
- g. If at any point a subcontractor fails to materially comply with the requirements of this DPSA, Contractor shall –

1. notify HCPS and immediately remove such subcontractor's access to PII; and
 2. if applicable, retrieve all PII received or stored by such subcontractor and/or ensure that PII has been securely deleted and destroyed in accordance with this DPSA.
- h. In the event there is an incident in which a subcontractor compromises PII, Contractor shall follow the reporting requirements set forth in Exhibit C.

9. Prohibition of Disclosure of PII

- a. Subject to ¶c of section 8, Contractor shall not disclose PII to any person, unless –
1. such disclosure is required by statute, court order or subpoena; and
 2. Contractor notifies HCPS in writing prior to the disclosure.
- b. The requirement referred to in ¶a.1 of this section does not apply if such notification is expressly prohibited by statute, court order or subpoena.

10. Breach Response

- a. Contractor shall maintain a Breach Response Plan to promptly and effectively manage and mitigate suspected or confirmed Breaches and to prevent future Breaches.
- b. Contractor's Breach Response Plan shall comply with –
1. the requirements set forth in Exhibit C;
 2. applicable HCPS policies and procedures;
 3. applicable NIST standards and guidelines;
 4. OMB Memorandum M-17-12; and
 5. US-CERT Guidelines.
- c. Contractor agrees that it will cooperate with HCPS and/or law enforcement agencies, where necessary, in any investigations of a Breach. Any costs incidental to the required cooperation or participation of Contractor in investigations of a Breach shall be the sole responsibility of the Contractor if the Breach is attributable to Contractor or its subcontractors.
- d. Where a Breach occurs that is attributable to Contractor, Contractor shall pay for or promptly reimburse HCPS for the full cost of the HCPS's notification to Parents, Eligible Students, teachers, and/or principals.

11. Indemnification

Contractor shall indemnify and hold harmless HCPS from any claims, damages or liabilities arising from Contractor's use of PII received pursuant to the Service Agreement.

12. Termination

- a. Either party may terminate this DPSA at any time by providing a 90-calendar-days' written notice to the other party.
- b. Upon termination of this DPSA, the Contractor must return or destroy all PII received pursuant to the Service Agreement that is in the possession of the Contractor or its subcontractors, as specified in section 13 below.
- c. The obligations of this DPSA shall continue in full and shall not terminate for as long as the Contractor or any of its subcontractors retain PII or retain access to PII received pursuant to the Service Agreement.

13. Return and Destruction of PII

- a. Contractor shall not retain PII or continued access to PII or any copy, summary or extract of PII, on any storage medium (including, without limitation, in secure data centers and/or cloud- based facilities) whatsoever beyond the period of providing Services to HCPS, unless such retention is –
 1. expressly authorized for a prescribed period by the Service Agreement or other written agreement between the Parties;
 2. requested in writing by HCPS for purposes of facilitating the transfer of PII to HCPS or another party specified by HCPS;
 3. required by applicable HCPS retention schedules or applicable law.
- b. Subject to ¶a of this section, upon expiration or termination of the Service Agreement, Contractor shall return and/or destroy all PII received pursuant to the Service Agreement in accordance with HCPS's written election.
- c. The return of PII referred to in ¶b of this section shall be effectuated –
 1. to HCPS or a person or institution designated by HCPS; and
 2. in accordance with HCPS's instructions.
- d. The destruction of PII referred to in ¶b of this section –
 1. shall be effectuated –

- i. in accordance with NIST Media Sanitization Guidelines; and
 - ii. in a manner that does not allow the PII to be retrieved or retrievable, read or reconstructed; and
2. applies to all PII (including, without limitation, hard copies, archived copies, electronic versions and electronic imaging of hard copies) that –
 - i. remain in the possession of Contractor or its subcontractors; or
 - ii. are maintained on behalf of Contractor in a third-party data center and/or cloud-based facilities.
- i. Contractor shall provide HCPS with a written certification of the secure destruction of PII held by the Contractor or its subcontractors within 30 calendar days of the destruction being completed.
- j. To the extent that Contractor and/or its subcontractors continue to be in possession of any de- identified data (i.e., data that has had all direct and indirect identifiers removed) following the expiration or termination of the Service Agreement, they agree not to attempt to re-identify de- identified data and not to transfer de-identified data to any party.

PART III

PARENT AND ELIGIBLE STUDENT PROVISIONS

14. Parent and Eligible Student Access

1. Pursuant to FERPA, Parents and Eligible Students have the right to inspect and review their child's or the Eligible Student's Student Data stored or maintained by HCPS. To the extent Student Data is held by Contractor pursuant to the Service Agreement, Contractor shall respond within thirty (30) calendar days to HCPS's request for access to Student Data, so the HCPS can facilitate such review by a Parent or Eligible Student, and facilitate corrections, as necessary.
2. If a Parent or Eligible Student contacts Contractor directly to review any of the Student Data held by Contractor pursuant to the Service Agreement, Contractor shall promptly notify HCPS and refer the Parent or Eligible Student to HCPS.

15. Supplemental Information About Service Agreement

Contractor has completed and signed Exhibit D. Contractor acknowledges that HCPS retains the right post a copy Exhibit D on the website of HCPS.

PART IV
MISCELLANEOUS

16. Governing Law and Venue

This DPSA shall be governed by, and construed in accordance with, the laws of the State of Maryland. Any legal action arising from, or related to, this DPSA shall be brought in the courts of the State of Maryland.

17. Priority of Agreements and Precedence

In the event of a conflict between and among the terms and conditions of this DPSA, including all Exhibits attached hereto, and the Service Agreement, the terms and conditions of this DPSA shall –

- a. govern and prevail;
- b. survive the termination of the Service Agreement in the manner set forth herein; and
- c. supersede all prior communications, representations, or agreements, oral or written, by the Parties relating thereto.

18. Exhibits

All Exhibits referenced in this DPSA, and any statements contained therein, constitute an integral part of this DPSA and shall be deemed made in this DPSA as if set forth in full herein.

19. Execution

This DPSA may be executed in one or more counterparts, all of which shall be considered one and the same document, as if all parties had executed a single original document and may be executed utilizing an electronic signature and/or electronic transmittal, and each signature thereto shall be and constitute an original signature, as if all parties had executed a single original document.

20. Entire Agreement

This DPSA constitutes the entire agreement between HCPS and Contractor and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of the DPSA.

SIGNATURES:

HCPS:

CONTRACTOR:

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

EXHIBIT A

MINIMUM REQUIREMENTS FOR PRODUCTION SYSTEMS/APPLICATIONS HOSTING

Type of hosting	Minimum requirements
Own or subcontractor hosting	<ol style="list-style-type: none"> 1. For contractors that host production systems/applications within their own or within a subcontractor’s environment, HCPS requires the hosting organization meet the following minimum requirements – <ul style="list-style-type: none"> • <i>Cloud environment</i>: the offering must be Federal Risk and Authorization Management Program (“FEDRAMP”) authorized at a Moderate level (IaaS, PaaS and SaaS) • <i>Non-cloud environment</i>: the offering must be System and Organization Controls (“SOC”) 2 Type 2 compliant • <i>Certification and accreditation</i>: authorization to operate must be demonstrated annually and provided to an HCPS representative. • All data must reside on domestic (United States) servers 2. For a contractor that does not meet the cloud or non-cloud environment requirements specified in ¶1 above, independent third-party assessments must be performed to evaluate the security of the hosted environment. The evaluation must be based on the implementation of security controls consistent with NIST Security and Privacy Controls Framework. The contractor must provide security assessment reports for the security evaluation performed to HCPS.
State hosting	<ol style="list-style-type: none"> 1. The State may elect to perform a security evaluation of system/applications developed by contractors. 2. The evaluation referred to in ¶1 above will be based on the implementation of security controls consistent with NIST Security and Privacy Controls Framework. 3. A contractor must support MSDE’s assessment for the system/application in question in order to obtain production deployment authorization.

EXHIBIT B

CONTRACTOR’S DATA PRIVACY AND SECURITY PLAN

Contractor must specify its Data Privacy and Security Plan (“DPSP”) by either (i) completing the form below or (ii) providing a separate document that materially addresses requirements of the form below, including alignment of Contractor’s privacy and security measures with NIST Cybersecurity Framework (see Exhibit B-1). While the information provided by Contractor in this form will not be published, Contractor should nevertheless ensure that it does not include information that could compromise the security of its data and data systems.

N°	Request	Contractor Response
1.	Outline how you plan to implement the data privacy and security requirements included in the Service Agreement	
2.	Specify the administrative, operational and technical safeguards and practices that you currently have in place to protect PII	
3.	Detail the training that has and/or will be received by your employees and subcontractors (if any) engaged in the provision of Services on the laws, rules, regulations, policies and industry standards listed in section 1 of the Service Agreement	
4.	Describe the contracting processes that ensure that your employees and subcontractors (if any) are bound by written agreement to the requirements of the Service Agreement	
5.	Specify how you will manage any data privacy and security incidents that implicate PII and describe mechanisms you have in place to (i) identify Breaches and/or unauthorized disclosures, and (ii) meet your obligations to report incidents to HCPS	

6.	If applicable, describe how data will be transitioned to the HCPS when no longer needed by you to meet your contractual obligations	
7.	Describe your secure destruction practices and how certification will be provided to the HCPS	
8.	Outline how your data security and privacy program/practices align with the applicable policies of HCPS	
9.	Using the template in Exhibit B-1 below, outline how your data privacy and security practices materially align with the NIST Cybersecurity Framework	

Article II. EXHIBIT B-1

NIST CYBERSECURITY FRAMEWORK ALIGNMENT GRID

The template below will aid the evaluation of Contractor’s Data Privacy and Security Plan. Contractor should complete the Contractor Response column to describe how its policies and practices align with each category in the template. To complete Exhibit B-1, Contractor may: (i) demonstrate alignment using the National Cybersecurity Review (NCSR) Maturity Scale of 1-7; (ii) use a narrative to explain alignment; and/or (iii) explain why a certain category may not apply to the Services to be provided under the Service Agreement. Further information about each category can be found on the NIST website at <https://www.nist.gov/cyberframework/new-framework>. Please use additional pages if needed.

Function	Category	Contractor Response
IDENTIFY (ID)	Asset Management (ID.AM): The data, personnel, devices, systems and facilities that enable the organization to achieve business purposes are identified and managed consistent with their relative importance to organizational objectives and the organization’s risk strategy.	
	Business Environment (ID.BE): The organization’s mission, objectives, stakeholders and activities are understood and prioritized; this information is used to inform cybersecurity roles, responsibilities and risk-management decisions.	
	Governance (ID.GV): The policies, procedures and processes to manage and monitor the organization’s regulatory, legal, risk, environmental and operational requirements are understood and inform the management of cybersecurity risk.	

Function	Category	Contractor Response
	<p>Risk Assessment (ID.RA): The organization understands the cybersecurity risk to organizational operations (including mission, functions, image or reputation), organizational assets and individuals.</p>	
	<p>Risk Management Strategy (ID.RM): The organization’s priorities, constraints, risk tolerances and assumptions are established and used to support operational risk decisions.</p>	
	<p>Supply Chain Risk Management (ID.SC): The organization’s priorities, constraints, risk tolerances and assumptions are established and used to support risk decisions associated with managing supply chain risk. The organization has established and implemented the processes to identify, assess and manage supply chain risks.</p>	
PROTECT (PR)	<p>Identity Management, Authentication and Access Control (PR.AC): Access to physical and logical assets and associated facilities is limited to authorized users, processes and devices, and is managed consistent with the assessed risk of unauthorized access to authorized activities and transactions.</p>	
	<p>Awareness and Training (PR.AT): The organization’s personnel and partners are provided cybersecurity awareness education and are trained to perform their cybersecurity- related duties and responsibilities consistent</p>	

Function	Category	Contractor Response
	with related policies, procedures and agreements.	
	Data Security (PR.DS): Information and records (data) are managed consistent with the organization’s risk strategy to protect the confidentiality, integrity and availability of information.	
	Information Protection Processes and Procedures (PR.IP): Security policies (that address purpose, scope, roles, responsibilities, management commitment and coordination among organizational entities), processes, and procedures are maintained and used to manage protection of information systems and assets.	
	Maintenance (PR.MA): Maintenance and repairs of industrial control and information system components are performed consistent with policies and procedures.	
	Protective Technology (PR.PT): Technical security solutions are managed to ensure the security and resilience of systems and assets, consistent with related policies, procedures and agreements.	
DETECT (DE)	Anomalies and Events (DE.AE): Anomalous activity is detected and the potential impact of events is understood.	
	Security Continuous Monitoring (DE.CM): The information system and assets are	

Function	Category	Contractor Response
[Yellow Cell]	monitored to identify cybersecurity events and verify the effectiveness of protective measures.	
	Detection Processes (DE.DP): Detection processes and procedures are maintained and tested to ensure awareness of anomalous events.	
RESPOND (RS)	Response Planning (RS.RP): Response processes and procedures are executed and maintained, to ensure response to detected cybersecurity incidents.	
	Communications (RS.CO): Response activities are coordinated with internal and external stakeholders (e.g., external support from law enforcement agencies).	
	Analysis (RS.AN): Analysis is conducted to ensure effective response and support recovery activities.	
	Mitigation (RS.MI): Activities are performed to prevent expansion of an event, mitigate its effects, and resolve the incident.	
	Improvements (RS.IM): Organizational response activities are improved by incorporating lessons learned from current and previous detection/response activities.	
RECOVER (RC)	Recovery Planning (RC.RP): Recovery processes and procedures are executed and maintained to ensure restoration of systems or assets affected by cybersecurity incidents.	

Function	Category	Contractor Response
	Improvements (RC.IM): Recovery planning and processes are improved by incorporating lessons learned into future activities.	
	Communications (RC.CO): Restoration activities are coordinated with internal and external parties (e.g., victims, coordinating centers, ISPs, vendors, etc.).	

CONTRACTOR:

 Signature

 Printed Name

 Title

 Date

EXHIBIT C

BREACH RESPONSE REQUIREMENTS

Category	Requirements
Reporting	<ol style="list-style-type: none"> 1. Contractor shall report all suspected and confirmed Breaches within 24 hours of their discovery to – <ul style="list-style-type: none"> • the Maryland Department of Information Technology (DoIT) Security Operations Center (“SOC”) at SOC.DOIT@maryland.gov; and 2. HCPS’ Director of Technology at 410-588-5296. 3. The reporting requirement applies to Breaches involving PII in any medium or form, including paper, oral or electronic. 4. Contractor shall not include any sensitive information in the subject or body of any reporting email. Sensitive information in attachments shall be encrypted to ensure its protection during transmission.
Response to alerts	Contractor shall respond to all alerts/Indicators of Compromise provided by hcps or DoIT SOC within 24 hours, whether the response is positive or negative.
Protection of sensitive information	Contractor shall protect all sensitive information, including any PII created, stored or transmitted in the performance of the Service Agreement, to avoid secondary sensitive information incidents. This includes utilizing Federal Information Processing Standards (FIPS) 140-2 validated encryption to safeguard sensitive information.
Notification of affected persons	<ol style="list-style-type: none"> 1. Contractor shall not notify affected persons unless specifically instructed to do so by HCPS’s designated representative. 2. If instructed by MSDE, Contractor shall send HCPS-approved notifications to the impacted individuals as directed by HCPS.
Cooperation	Contractor shall cooperate with HCPS to exchange any necessary information to effectively manage or mitigate a suspected or confirmed Breach. This includes providing all requested images, log files, and event information to facilitate rapid resolution of a Breach.

EXHIBIT D

SUPPLEMENTAL INFORMATION FOR CONTRACTS THAT UTILIZE PII

Contractor's name	
Contractor's address	
Contractor's registration no.	
Contractor's website	
Contract term	Start date: End date:
Description of the purpose(s) for which Contractor will receive/access PII	
Type of PII that Contractor will receive/access	Check all that apply: <input type="checkbox"/> Student Data <input type="checkbox"/> Employee Data
Subcontracting	Contractor will not utilize subcontractors without a written agreement that includes data privacy and security obligations equivalent to, consistent with, and no less protective than, those found in the Service Agreement between HCPS and Contractor, as well as applicable Federal and State laws and regulations. Check applicable option: <input type="checkbox"/> Contractor will utilize subcontractors <input type="checkbox"/> Contractor will not utilize subcontractors
Data storage	Check all that apply: <input type="checkbox"/> PII will be stored using Contractor-owned and hosted infrastructure <input type="checkbox"/> PII will be stored using a cloud or infrastructure owned and hosted by a third party <input type="checkbox"/> PII will be stored using State-owned and hosted infrastructure If a third-party infrastructure will be used, please provide the details (name, address, business registration no.) of the third party:

PII privacy and security measures	Please list and briefly describe the measures that will be taken to ensure the privacy and security of PII:
Data transition and secure destruction	Upon expiration or termination of the Service Agreement, Contractor shall, at HCPS’s discretion – <ul style="list-style-type: none"> • Securely transfer PII to HCPS or a successor contractor, in a format specified by HCPS; and/or • Securely delete and destroy PII.
Challenges to data accuracy	<ul style="list-style-type: none"> • Parents, teachers or principals who seek to challenge the accuracy of PII will do so by contacting the HCPS. • If a correction to data is deemed necessary, the HCPS will notify Contractor. • Contractor agrees to facilitate such corrections within 30 calendar days of receiving HCPS’s written request.

CONTRACTOR:

 Signature

 Printed Name

 Title

 Date

ATTACHMENT J

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	Mass Communications	Web Hosting
Total Annual Amount for the Scope of Services Year 1 of contract only	\$	\$
Total Annual Amount for the Scope of Services Year 2 of contract only (Renewal 1)	\$	\$
Total Annual Amount for the Scope of Services Year 3 of contract only (Renewal 2)	\$	\$
Total Annual Amount for the Scope of Services Year 4 of contract only (Renewal 3)	\$	\$
Total Annual Amount for the Scope of Services Year 5 of contract only (Renewal 4)	\$	\$
Total Annual Amount for the Scope of Services Year 6 of contract only (Renewal 5)	\$	\$
Data Migration One-Time Implementation Fee	\$	\$

List the rates for Training services which may be required throughout the contract period. Include the number of hours included at no cost for each type of training, and the hourly rate for each training type after those hours have been exhausted.

Training Type	Training Offered (Yes or No)	Number of Hours Included at No Cost	Hourly Rate
In-Person Training (Note: At HCPS, must be all inclusive, including travel)			\$
Large Group Training (Note: At HCPS, must be all inclusive, including travel)			\$
Virtual Training			\$