

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

**RFP Announcement**

RFP TITLE: **Secondary English Program, Grades 6-10**

RFP NUMBER: **25-DS-012**

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

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

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

QUESTIONS DUE DATE AND TIME: Questions must be e-mailed to [Denise.Semenkow@hcps.org](mailto:Denise.Semenkow@hcps.org)  
no later than 12:00 pm (noon) local time on **October 15, 2024**.

ADDENDUM ISSUED: No later than **October 18, 2024**, close of business

PRE-PROPOSAL CONFERENCE: **October 8, 2024, at 11:00 am** and online via Teams at the following link:  
  
[Join the meeting now](#)  
[+1 240-600-1475](tel:+12406001475) United States, Bethesda  
Phone conference ID: 193 896 189#

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

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

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

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

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

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

**Anti-Discrimination Statement**

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

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

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

**GENERAL TERMS AND CONDITIONS  
Request for Proposal**

**Instruction to Offerors**

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

**1.0 A REQUEST FOR PROPOSAL SUBMISSION**

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

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

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

include but are not limited to: Anti-Bribery Affidavit, Debarment Certificate, Employment of Sex Offenders and Other Criminal Offenders Affidavit, Sales Tax Certification, Minority Bidder Status, and any others that may be required.

2.5 Proposal Due Date

- 2.5.1 Sealed proposals for the requirements identified in the attached statement of work and detailed specifications, as required by the Board of Education of Harford County, are due at the time and date so specified. Unless otherwise indicated, proposals are due to the Purchasing Department, electronically via email to [bids@hcps.org](mailto:bids@hcps.org).
- 2.5.2 The Board of Education of Harford County must approve contract awards of \$100,000 or more. Formal contract award is contingent upon the required Board approval.
- 2.5.3 Offerors may correct a minor irregularity and minor irregularities may be waived. A minor irregularity is one that is merely a matter of form and not of substance or pertains to an immaterial or inconsequential defect or variation in the proposal, the correction or waiver of which would not be prejudicial to other offerors. When so noted, minor irregularities may be corrected within forty-eight (48) hours following notification.
- 2.5.4 HCPS also reserves the right to reject any or all proposals and/or waive technical defects and minor irregularities at the discretion of the Supervisor of Purchasing, HCPS or designee if, in its judgment the interests of HCPS shall so require. Proposals may be withdrawn before the scheduled time due. Withdrawal is not permitted after the scheduled time due.
- 2.5.5 Any omissions, errors, conflicts, or discrepancies in this document shall be called to the attention of HCPS IN WRITING within five (5) working days prior to the proposal due date.
- 2.5.6 Omission of any specification or details of any specification which would normally apply to the service(s) described herein shall not relieve the Offeror from fulfilling those required specifications needed to provide service best suited to the intended purpose of this contract as determined by the Supervisor of Purchasing.

2.6 At the time of the solicitation opening each Offeror will be presumed to have read and to be thoroughly familiar with the specifications and related documents (including all Addenda). The failure or omission of any Offeror to receive or examine any form, instrument, or document, shall in no way relieve them from any obligation in respect of its proposal.

**3.0 AWARD OR REJECTION OF PROPOSALS**

- 3.1 This document is a Request for Proposal (RFP) which differs from an Invitation for Bid in that HCPS is seeking a proven solution for the requirements described in the RFP document. As such, price is not the determining factor regarding the contract award.
- 3.2 As defined by the American Bar Association Model Procurement Code, Competitive Sealed Proposals (RFP) will be evaluated based upon criteria formulated around the most important features of a service, of which quality, testing, reference, and technical expertise and capability may be overriding factors, and price may not be determinative in the issuance of a contract or award.
- 3.3 The Proposal evaluation criteria should be viewed as standards that measure how well a proposal meets the intended outcomes described in the performance work statement. Those criteria that will be used and considered in evaluation for award are set forth in this document.
- 3.4 All proposal documents will become the property of HCPS. Proposals must be submitted in accordance with the requirements set forth in this RFP.
- 3.5 The Board of Education reserves the right to reject any or all proposals, and/or waive technical defects if, in its judgment the interests of the Board shall so require. Minor differences in the specifications or other minor technicalities may be waived at the discretion of Supervisor of Purchasing or upon recommendation to the Board of Education.

- 3.6 The Board of Education reserves the right to reject the Proposal of firms who have demonstrated performance deficiencies or who have previously failed to perform properly or complete other Board contracts on time.
- 3.7 The Board reserves the right to award to contract within ninety (90) days from the due date and all pricing must remain firm during that period and until the time of award.
- 3.8 For Information Technology (IT), Operational Technology (OT), and Software solicitations **ONLY**. Should HCPS receive responses that offer products of similar cost and functionality, HCPS reserves the right to award a contract to the more secure offering and/or supplier to meet cybersecurity requirements as outlined by the National Institute of Standards and Technology.

**4.0 MULTI-AGENCY PROCUREMENT**

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

**5.0 WAIVER OF TECHNICALITIES**

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

**6.0 ADDENDA**

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

**7.0 DEBRIEFING**

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

**8.0 DISSEMINATION OF INFORMATION**

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

**9.0 INSURANCE**

- 9.1 Review in detail the insurance requirements contained in the attached document. These requirements have been established by the Maryland Association of Boards of Education Group Insurance Pool. Failure to comply with these insurance requirements may render the proposal as non-responsive.

- 9.2 The Awarded Offeror shall take proper safety and health precautions and to protect their work, their employees, the public and the property of others from any damage or injury resulting solely from the performance of the work described herein.
- 9.3 HCPS shall not be liable for any injuries to the employees, agents, or assignees of the Awarded Offeror arising out of, or during the course of the contracted work relating to this agreement.
- 9.4 The Awarded Offeror has in force, or shall obtain, and will maintain insurance in 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](mailto:Renee.McGlothlin@hcps.org) or the Assistant Secretary for the Office of Civil Rights in the United States Department of Education by mail to 400 Maryland Avenue, SW, Washington, DC 20202 or by telephone [1-800-421-3481](tel:1-800-421-3481), or both.
- 4.4 The Awarded Offeror shall furnish, if requested by HCPS, a compliance report concerning their employment practices and policies in order for HCPS to ascertain compliance with the special provisions of this contract concerning discrimination in employment.
- 4.5 In the event the Awarded Offeror is deemed noncompliant with the nondiscrimination clause of this contract, this contract may be canceled, terminated or suspended in whole or in part.



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

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

**6.0 FINANCIAL DISCLOSURE**

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

**7.0 POLITICAL CONTRIBUTION DISCLOSURE**

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

**8.0 RETENTION OF RECORDS**

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

**9.0 LANGUAGE/GENDER**

- 9.1 Proposer, offeror, vendor, consultant, firm and contractor all have the same meaning and may be used interchangeably.
- 9.2 The Board of Education of Harford County is also referred to as HCPS, Harford County Public Schools, and Board of Education which may be used interchangeably.
- 9.3 Proposal and offer all have the same meaning and can be used interchangeably.

**10.0 COMPLIANCE WITH LAW**

- 10.1 The Proposer hereby represents and warrants that it is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified.
- 10.2 The Proposer hereby represents and warrants it is not 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](http://www.marylandpublicschools.org).
  - 22.1.3 Submission of Section 000325 Contract Affidavit (HB 486/SB 541Compliance) is required to be submitted prior to award of contract.

**23.0 LABOR AND RATES OF PAY**

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

**24.0 PROCUREMENT-INVESTMENT ACTIVITIES IN IRAN**

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

**25.0 CONTRACT**

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

**26.0 COMPLIANCE WITH SPECIFICATIONS**

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

**27.0 BILLING AND PAYMENT**

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

**28.0 GOVERNING LAW AND DISPUTE RESOLUTION**

- 28.1 Any contract shall be construed in accordance with, and interpreted under, the laws of the State of Maryland. Any lawsuits arising out of such bid shall be filed in the appropriate State Court located in Harford County, Maryland.
- 28.2 Alternative Dispute Resolution (ADR) may be used at HCPS's sole discretion, but HCPS is not obligated to utilize ADR.

**29.0 CONFLICTS OF INTEREST**

Each proposer must disclose any existing or potential conflict of interest relative to the provision of services outlined herein. Examples of potential conflicts may include an existing business or personal relationship between the firm, its principal, or any affiliate or subcontractor, with HCPS or any other entity or person

involved in any way in the contract. Similarly, any personal or business relationship between the firm, the principals, or any affiliate or subcontractor, with any employee of HCPS, members of the Board, investment managers/advisors, investment consultants, custodian, or plan recordkeepers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed on Attachment C.

### **30.0 ORDER OF PRECEDENCE**

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

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

### **31.0 IT ACCESSIBILITY PROGRAM**

- 31.1 Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended in 1998, is a federal law that requires agencies to provide individuals with disabilities equal access to electronic information and data comparable to those who do not have disabilities, unless an undue burden would be imposed on the agency. The Section 508 standards are the technical requirements and criteria that are used to measure conformance within this law. More information on Section 508 and the technical standards can be found at [www.section508.gov](http://www.section508.gov).
- 31.2 Section 508 requires agencies, during the procurement, development, maintenance, or use of ICT, to ensure that individuals with disabilities have access to and use of ICT information and data comparable to the access and use afforded to individuals without disabilities (i.e., "ICT accessibility"), unless an undue burden would be imposed on the agency. The Section 508 standards are the technical requirements and criteria that are used to measure conformance with the law and incorporate the W3C Web Content Accessibility Guidelines (WCAG) 2.1.

### **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.



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HCPS reserves the right to cancel the contract and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor shall have no recourse against HCPS. Further, except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure as defined herein.

## REQUEST FOR PROPOSAL

### #25-DS-012

#### Secondary English Program, Grades 6-10

#### 1. **PURPOSE**

- 1.1 Harford County Public Schools (herein referred to as the Board or HCPS) is issuing this Request for Proposal (RFP) for the purpose of soliciting proposals from qualified publishers for a Maryland College and Career Ready Standards (MCCRS) aligned, comprehensive secondary English program for grades 6-10, in accordance with the following terms, conditions, and specifications.
- 1.2 The English program must include high-quality, authentic literature from multiple genres, cultures, and time periods and that incorporates research based best practices to meet the needs of diverse learners.
- 1.3 The selected publisher must include both hardbound texts and/or consumable materials and a robust digital platform that is compatible with the *Canvas* learning management system.
- 1.4 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 selected English program will provide English language arts instruction for approximately 14,700 students across all Harford County Public Schools' ten (10) middle and eleven (11) high schools.
- 2.3 HCPS plans to implement the new English program at the start of the 2025 – 2026 school year.

#### 3. **SCOPE OF SERVICES**

- 3.1 The English program must provide developmentally appropriate lessons and materials that align to the Maryland College and Career Readiness Standards for ELA/Literacy for grades 6-12 and the current Science of Reading research.
- 3.2 The English program must be a comprehensive, standards-aligned program to support daily English language arts instruction for grades 6 – 10.
- 3.3 Ideally, the English program will be one unique program that provides a continuous English program for grades 6 – 10.
- 3.4 Publisher must provide ongoing technology and user support for the duration of the contract including maintenance of the online dashboard for teachers, administrators, and students.
- 3.5 Publisher must provide professional learning and program training for teachers, literacy specialists, and special educators.

- 3.6 The program must include instructional resources, lessons, a range of texts, assessments, materials for research-based reading instruction, writing support, and speaking, listening and language skill development.
- 3.7 The curriculum must include Science of Reading research-based methods and strategies for explicit reading instruction, vocabulary acquisition, authentic grammar instruction, speaking and listening development, and instructional writing support.
- 3.8 Instructional materials must include explicit and research-based teaching of vocabulary including opportunities to practice newly taught words, student friendly definitions, morphological study, and visual representations.
- 3.9 Instructional materials should include a variety and 50/50 balance of authentic literacy and informational texts within text complexity grade bands that –
  - build to support students' increasing independence and proficiency.
  - are available in authentic and home languages, when possible.
  - can be connected to current events and support real-world problem solving.
- 3.10 The program must include materials and lessons that focus on building background knowledge about self, others, and the world through knowledge-rich texts and literacy experiences in a language affirming and culturally responsive way.
- 3.11 Instructional materials must include discourse opportunities for students to discuss texts and topics under study to build knowledge, vocabulary, and language skills to express ideas and comprehension.
- 3.12 The program must include instructional supports and scaffolds for students with disabilities, English Language Learners, and students performing below grade level as well as extensions for students performing above grade level. Supports and scaffolds should be designed to shift responsibility to students over time.
- 3.13 Lessons and instructional materials must facilitate oral and written responses grounded in textual evidence and driven by higher-order thinking.
- 3.14 The program must include intentional instructional sequencing of materials, text-based questions, discussion prompts, and tasks to support students in building mental models of texts, to facilitate close analytical readings, and to promote student's independence and proficiency.
- 3.15 Lessons must elicit observable evidence of the degree to which a student can independently demonstrate mastery of the standards with appropriately complex text and must include aligned rubrics and/or assessment guidelines sufficient for interpreting student performance.
- 3.16 Assessments must be designed to provide multiple opportunities for students to demonstrate their proficiency and monitor their progress.
- 3.17 Texts and materials must be free from stereotypes, generalizations, misrepresentations, or negative portrayals of any group and that affirm diverse perspectives and identities, including content from a variety of community, cultural, and language backgrounds.
- 3.18 The program must include writing opportunities that provide frequent experiences for students to write for an authentic communicative purpose and audience connected to the texts and topics under study.
- 3.19 Instructional materials and lessons must apply a research-based approach to develop students' ability to self-monitor, establish goals, track growth, and reflect on their development as readers, writers, communicators, and problem solvers.

- 3.20 Instructional materials should be designed to support ease of student and teacher use and provide opportunities for student choice, feedback, and collaboration.
- 3.21 The program must contain well-organized content that can be reasonably completed within a regular school year and pacing that allows for student understanding and ELA/Literacy standards proficiency.
- 3.22 Instructional materials should build educators' understanding of Science of Reading research-based practices to support literacy development.
- 3.23 The digital component must include a range of knowledge-focused, text/topically connected multimedia and art resources contained within the online program dashboard.
- 3.24 Must provide program background knowledge for families/parents/guardians to support students' literacy growth and development must be provided.

#### 4. **PROGRAM REQUIREMENTS**

- 4.1 Strong preference will be given to proposers who can provide documentation of a high-quality instructional program and materials that meet the Maryland State Department of Education's key criteria for High-Quality Instructional Materials, i.e. *Meets Expectations*. Rating will be verified at <https://hqim.marylandpublicschools.org/>. HCPS reserves the right to reject products that have a rating of *Does Not Meet Expectations*. **Include this documentation in Tab 7 – Required Documents.**
- 4.2 In lieu of having the current Maryland State Department of Education High-Quality Instructional Materials list, strong preference will be given to publishers who are able to provide documentation of their program's overall effectiveness for grades 6 - 12 on [EdReports](#) with an overall Meets Expectations rating for Alignment and Usability. Documentation will be verified at [EdReports](#). **Include this documentation in Tab 7 – Required Documents.**
- 4.3 Preference will be given to the English programs whose digital content, assessment and applications are certified to the following 1EdTech Interoperability Standards for the Learning Management System *Canvas* by Instructure:
  - LTI core and LTI Advantage, including the LTI extensions; Deep Linking, Names and Role Provisioning Service, and Grades and Assignment Services.
  - OneRoster version 1.1 including the Roster, Resource and Results services.
  - QTI v2.2 State/Core Profile and when finalized, to the QTI v3 State/Core Profile.
  - Thin Common Cartridge version 1.3.

Provide copies of certification(s) for each of the 1EdTech Interoperability Standards. **Include this documentation in Tab 7 – Required Documents.**

- 4.4 Publishers will be required to implement, certify, and “stay current”, within a reasonable period of time, with the latest releases of interoperability and accessibility standards.
- 4.5 English programs must conform to the guidelines for accessibility as set forth in the Web Content Accessibility Guidelines (WCAG) 2.1 (minimum Level AA conformance). All respondents must include in their proposal that the platform conforms to the 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 should be based on 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/>) or by completing the HCPS Web Accessibility Evaluation Form (Attachment J). Failure to provide complete documentation or failure to meet the specified standards may deem the respondent's proposal as non-responsible.

4.6 Ideally, the digital component of the English program will not contain embedded hyperlinks or links to external content. This includes, but is not limited to, hyperlinks within text, images, or any other multimedia elements. If embedded hyperlinks or links exist, the Proposer must provide justification for the embedded hyperlinks or links and will be subject to evaluation by HCPS. The purpose of this requirement is to enhance security and ensure that non-related material is not provided through your platform.

5. **SCHEDULE OF ACTIVITIES**

Date	Description
September 27, 2024	RFP Issued
October 8, 2024	Pre-Proposal Meeting – Via Teams (link provided on cover page)
October 15, 2024	Question Deadline – due before 12:00 PM (EST)
October 18, 2024	Addenda released (if necessary)
November 12, 2024	Submittals Due before 12:00 PM (EST)
November 14, 2024	Review of Requirements
November 15 – December 10, 2024	Committee to Evaluate Submittals
December 11 & 12, 2024	Evaluation Committee Consensus Meeting
January 7, 8 and 9, 2025	In Person Presentations
January 10, 2025	Selection Committee Recommendation
February 10, 2025	Board Approval of Contract

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

6. **RESPONDENT REQUIREMENTS**

- 6.1 HCPS requires that participating respondents have at least five (5) years of experience providing secondary English curriculums. 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.
- 6.2 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.
- 6.3 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.
- 6.4 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.

**7. SPECIAL CONDITIONS**

- 7.1 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.
- 7.2 HCPS reserves the right to add or delete curriculum and instructional materials and professional development, as needed, should our requirements change during the contract term. Also, nothing in this RFP precludes HCPS from utilizing other curricular or instructional materials either developed by HCPS or otherwise at any point during the contract term.

**8. AWARD**

- 8.1 Harford County Public Schools intends to award a contract to one (1) proposer, whose proposal complies with all the provisions of the RFP and the stated criteria, subject to the availability of funding, bringing the best value and is deemed to be in the best interest of Harford County Public Schools.
- 8.2 HCPS reserves the right to make multiple awards, if it is in its best interest to do so.
- 8.3 HCPS reserves the right to award a contract for two (2), four (4), or six (6) years, based on funding availability and what is deemed in the best interest of Harford County Public Schools.
- 8.4 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.
- 8.5 Conditional offers will not be accepted and may be deemed non-responsive.
- 8.6 HCPS reserves the right to reject any proposal if the evidence submitted by an offeror, or from the investigation of such offeror, fails to satisfy HCPS that such offeror is qualified to fulfil the obligations of the contract.
- 8.7 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.
- 8.8 HCPS reserves the right to add similar or related services to the resulting contract. HCPS and the awardee will agree to the services and fees being added. Contract Amendments will be issued for all additions and must be signed by both parties.
- 8.9 HCPS reserves the right to utilize the services of the next favorably scored responsive and responsible proposal, if for any reason the preceding Awarded Offeror is unable to fulfill their contractual obligations within one (1) year of contract award.

**9. CONTRACT TERM**

The term of this contract will be determined by funding availability, which will be either two (2), four (4) or six (6) years, and is contingent on approval by the Board of Education of Harford County Public Schools.

**10. RFP CLOSING DATE**

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

### 11. DELIVERY OF PROPOSALS

All proposals shall be emailed to [bids@hcps.org](mailto:bids@hcps.org). Mark the subject line – **RFP#25-DS-012 Secondary English Program, Grades 6-10**. 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.

### 12. RESPONDENTS RESPONSIBILITIES

- 12.1 The Respondent understands the RFP in its entirety and that the proposal is made in accordance therewith, and;
- 12.2 The Respondent possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the HCPS, and;
- 12.3 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;
- 12.4 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.

### 13. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on-line via Teams for this Request for Proposal on **October 8, 2024**, at **11:00 a.m. local time**, at the link stated on the cover page. **Potential Offerors are strongly encouraged to attend.**

### 14. PROPOSAL FORMAT: TWO-PART SUBMISSION

- 14.1 Offerors shall email their Proposal to [bids@hcps.org](mailto:bids@hcps.org), in **PDF format ONLY**, in SEPARATE e-mails as the following:
  - 14.1.1 **Volume I** – Technical Proposal
  - 14.1.2 **Volume II** – Cost Proposal
- 14.2 Each e-mail shall include the following information in the body of the email:
  - 14.2.1 The Offeror's name, business address, and contact information.
  - 14.2.2 The due date/time for receipt of proposals.
- 14.3 The title of the RFP and RFP number (**#25-DS-012 Secondary English Program, Grades 6-10**).
- 14.4 See **Section 19: Submittal Requirements** for complete details.
- 14.5 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.

**15. QUESTIONS**

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

Respondents are asked to honor the fidelity of the Request for Proposal (RFP) Process by limiting contact regarding this RFP to only the procurement agent listed above.

**16. 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 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 A for details.

**17. PRESENTATIONS BY RESPONDENTS**

- 17.1 HCPS, at its sole discretion, may ask individual respondents to make oral presentations, informal telephone interviews and/or demonstrations without charge to HCPS.
- 17.2 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.
- 17.3 Respondents are cautioned not to assume that presentations will be required and should include all pertinent and required information in their original proposal package.
- 17.4 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.
- 17.5 Dates for presentations have been listed in Section 5: 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.

**18. PROPOSAL EVALUATION PROCESS**

- 18.1 Proposals submitted shall be received and reviewed by the Procurement Agent.
- 18.2 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.
- 18.3 Technical proposals meeting all minimum requirements will be distributed to the evaluation committee for review and evaluation. The committee will then convene to discuss, and scores will be tallied for each criterion. The proposal that is deemed to be responsive, compliant, and capable of meeting HCPS' needs, and scores the highest points based on the evaluation criteria stated in the proposal, will be



approved to move forward.

- 18.3.1 After the technical score for each proposal has been established, the evaluation committee will determine if presentations or interviews will be required. HCPS, at its sole discretion, reserves the right to create a short-list of the top ranked/scored companies and to subsequently conduct presentations or interviews about their submitted proposals as needed. Suppliers with technical scores falling below acceptable standards will be eliminated from the remainder of the RFP process.
- 18.3.2 If interviews/presentations are held, the Committee will select by consensus the most responsible, responsive Offeror that best meets the needs of HCPS.
- 18.4 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.
- 18.5 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.
- 18.6 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.
- 18.7 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.
- 18.8 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.
- 18.9 Based on the information obtained by the evaluation committee, the evaluation committee may, in its sole discretion, request that a company or companies still under consideration submit, in writing, by a prescribed time and date, a Best and Final Offer to perform the requirements of the RFP.
- 18.10 The evaluation, scoring and award decision of HCPS shall be final.

## 19. **SCORING**

- 19.1 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.
- 19.2 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

## 20. **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.**

### 20.1 **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 proposer, including:

- Brief history of the Proposer.
- Number of years providing Maryland College and Career Ready Standards aligned secondary English program(s) for grades 6-10.
- Provide a list of K-12 Maryland public school districts currently utilizing the proposed English program.
- Provide a list of key staff members, their relative experience, and describe the role each staff member would play in the project for HCPS.
- Provide a concise narrative as to why your firm is best able to serve HCPS, include any key items about your program that distinguishes it from other programs and highlights its alignment to the Science of Reading.

#### 20.1.2 **Tab 2 – Technical Approach and Methodology – Scope of Services – (Weighted Value 25 Points)**

- The Firm's approach and methodology of how the scope of services will be addressed.
- Offeror shall address each of the requirements of **Section 3 Scope of Services**.
- Overview of the English program explaining its alignment with Maryland College and Career Ready Standards and the Science of Reading.
- Provide details regarding the absence or existence of embedded hyperlinks or links to external content in the digital platform. If links to external content exist, provide a

- justification and provide examples of the links and the external content the students will encounter.
- Describe other functionality/capabilities/characteristics that distinguish your program from others.

20.1.3 **Tab 3 – Training, Professional Development and Resources (Weighted Value 15 Points)**

The goal is for a fully implemented program ready for HCPS students at the start of the 2025-2026 School year. Current enrollment in grades 6-10 is approximately 14,700 students. HCPS is planning for professional development on March 28, 2025, the awarded publisher must be available to provide kick-off professional development with teachers, on this day.

- Describe the approach and methodology for professional development that will be provided to begin implementation of the proposed curriculum.
- Proposals must describe all options available to support teacher training including virtual and in-person training/professional development.
- Provide details regarding continual professional development, coaching, and support to teachers beyond the initial implementation.
- Describe what tools are available that provide on-demand online training materials, support references, quick reference guides, user support portals, etc.

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

Using the form included as Attachment F, provide the name, address, email address and phone numbers of three (3) current clients who can be contacted for references. Two (2) of the three (3) references shall be from clients currently utilizing the proposed English program in grades 6-12, if available. (Preference will be given for Maryland 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.

20.1.5 **Tab 5 – 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.

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

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

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

- Attachment "A" Insurance Requirements (Provide a sample certificate of insurance)
- 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” HCPS Data Privacy and Security Addendum (Review and Sign or Return with Exceptions Noted)
- Attachment “I” HCPS Amendment to Terms of Service/Licensing Agreement (Review and Sign or Return with Exceptions Noted)
- Attachment “J” HCPS Web Accessibility Evaluation Form (Completed) or Voluntary Product Accessibility Template (VPAT®)
- MSDE Rating Documents
- EdReports Overall Effectiveness Rating Documents
- EdReports Interoperability Standards Certifications

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

20.2.1 Using **Attachment K**, Respondent shall provide the following cost information submitted in a **SECOND EMAIL** with the subject line labeled as RFP #25-DS-012 – Cost Proposal. **PDF Format Only.**

- The Cost Proposal **MUST INCLUDE ALL COSTS** associated with the English Program, including but not limited to all student and teacher materials (textbooks, consumables, and digital license/subscription) as well as professional development.
- The Cost Proposal is divided into four sections: Section 1 – 2-year contract, Section 2 – 4-year contract, Section 3 – 6-year contract, and Section 4 – Professional Development.
- If the English program offers textbooks and a digital license/subscription, proposers are to complete columns B and C for each of the three sections.
- If the English program offers consumable materials and a digital license/subscription, proposers are to complete columns D and E for each of the three sections.
- If a line item or a portion of the cost is being offered at no charge, indicate the gratis dollar value in column F for each of the three sections.
- Proposers are asked to subtotal all costs and gratis offerings in column G for each of the grade levels in all three sections.
- Proposers are not required to fill in all the blanks on the Cost Proposal, only those which apply to your English program.

**SCORING MATRIX:**

<b>Evaluation Criteria Matrix</b>	<b>Maximum Possible Points</b>
<b>Tab 1 – Profile and Submittal Letter</b>	<b>5</b>
<b>Tab 2 – Technical Approach</b>	<b>25</b>
<b>Tab 3 – Training &amp; Professional Development</b>	<b>15</b>
<b>Tab 4 – References</b>	<b>10</b>
<b>Presentation (If Required)</b>	<b>25</b>
<b>Cost Proposal</b>	<b>20</b>
<b>Combined Total</b>	<b>100</b>

## **ATTACHMENT A**

### **Insurance Requirements**

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

#### **Insurance Requirements for General Supplies > \$25,000**

1. **General Insurance Requirements**

- 1.1 The Supplier shall not commence any operations or services on behalf of the Board of Education of Harford County (the Board) under this Contract until the Supplier has obtained at the Supplier'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 Supplier 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 Supplier shall require all Subcontractors to maintain during the term of the Contract insurance to the same extent required of the Supplier herein unless any such requirement is expressly waived or amended by the Board in writing. The Supplier 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 Supplier from any liability or obligation imposed upon the Supplier by the provisions of this Contract.
- 1.6 If the Supplier does not meet the insurance requirements of this Contract, the Supplier 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 Supplier 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 Supplier and are subject to Board's written approval. Any deductible or retention amounts elected by the Supplier or imposed by the Supplier's insurer(s) shall be the sole responsibility of the Supplier.

- 1.9 If the Board is damaged by the failure or neglect of the Supplier to purchase and maintain insurance as described and required herein, without so notifying the Board, then the Supplier shall bear all reasonable costs properly attributable thereto.

2. Supplier's Insurance

- 2.1 The Supplier 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;
\$1,000,000	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 Supplier 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 Supplier 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 Supplier 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 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 Supplier's commercial general liability insurance with respect to liability arising out of the services provided under this Contract by Supplier.

**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 Supplier'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 Supplier'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 Supplier has been issued on a "claims made" basis, the Supplier must comply with the following additional conditions:
  - 2.5.1 The Supplier 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 Supplier 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, Supplier 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 Supplier under this Contract.

4. **Waiver of Subrogation**



To the fullest extent permitted by law, the Supplier 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 Supplier under this Contract. Supplier 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 Supplier shall advise its insurers of the foregoing.

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

Supplier 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 Supplier or its employees during the Supplier's performance of services for the Board. To the fullest extent permitted by law, the Supplier 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 Supplier shall advise its insurers of the foregoing.

6. **Damage to Property of the Supplier and its Invitees**

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

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

**HARFORD COUNTY PUBLIC SCHOOLS**

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Sean W. Bulson, Ed.D., Superintendent

102 S. Hickory Ave, Bel Air, Maryland 21014

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

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

- (1) The prospective participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  
- (2) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

---

Name and Title of Authorized Agency/Organization Representative

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Signature

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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](http://www.marylandpublicschools.org).
    - c. Submission of Section 000325 Contract Affidavit (HB 486/SB 541Compliance) 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.

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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**  
**DATA PRIVACY AND SECURITY ADDENDUM**

Harford County Public Schools and

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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

<b>Type of hosting</b>	<b>Minimum requirements</b>
Own or subcontractor hosting	<ol style="list-style-type: none"> <li>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"> <li>• <i>Cloud environment</i>: the offering must be Federal Risk and Authorization Management Program (“FEDRAMP”) authorized at a Moderate level (IaaS, PaaS and SaaS)</li> <li>• <i>Non-cloud environment</i>: the offering must be System and Organization Controls (“SOC”) 2 Type 2 compliant</li> <li>• <i>Certification and accreditation</i>: authorization to operate must be demonstrated annually and provided to an HCPS representative.</li> <li>• All data must reside on domestic (United States) servers</li> </ul> </li> <li>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.</li> </ol>
State hosting	<ol style="list-style-type: none"> <li>1. The State may elect to perform a security evaluation of system/applications developed by contractors.</li> <li>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.</li> <li>3. A contractor must support MSDE’s assessment for the system/application in question in order to obtain production deployment authorization.</li> </ol>

**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.

Nº	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
<b>IDENTIFY (ID)</b>	<b>Asset Management (ID.AM):</b> 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.	
	<b>Business Environment (ID.BE):</b> 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.	
	<b>Governance (ID.GV):</b> 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><b>Risk Assessment (ID.RA):</b> The organization understands the cybersecurity risk to organizational operations (including mission, functions, image or reputation), organizational assets and individuals.</p>	
	<p><b>Risk Management Strategy (ID.RM):</b> The organization’s priorities, constraints, risk tolerances and assumptions are established and used to support operational risk decisions.</p>	
	<p><b>Supply Chain Risk Management (ID.SC):</b> 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>	
<b>PROTECT (PR)</b>	<p><b>Identity Management, Authentication and Access Control (PR.AC):</b> 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><b>Awareness and Training (PR.AT):</b> 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.	
	<b>Data Security (PR.DS):</b> Information and records (data) are managed consistent with the organization’s risk strategy to protect the confidentiality, integrity and availability of information.	
	<b>Information Protection Processes and Procedures (PR.IP):</b> 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.	
	<b>Maintenance (PR.MA):</b> Maintenance and repairs of industrial control and information system components are performed consistent with policies and procedures.	
	<b>Protective Technology (PR.PT):</b> Technical security solutions are managed to ensure the security and resilience of systems and assets, consistent with related policies, procedures and agreements.	
<b>DETECT (DE)</b>	<b>Anomalies and Events (DE.AE):</b> Anomalous activity is detected and the potential impact of events is understood.	
	<b>Security Continuous Monitoring (DE.CM):</b> The information system and assets are	

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

Function	Category	Contractor Response
	<b>Improvements (RC.IM):</b> Recovery planning and processes are improved by incorporating lessons learned into future activities.	
	<b>Communications (RC.CO):</b> 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
<b>Reporting</b>	1. Contractor shall report all suspected and confirmed Breaches within 24 hours of their discovery to – <ul style="list-style-type: none"> <li>• the Maryland Department of Information Technology (DoIT) Security Operations Center (“SOC”) at <a href="mailto:SOC.DOIT@maryland.gov">SOC.DOIT@maryland.gov</a>; and</li> </ul> 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.
<b>Response to alerts</b>	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.
<b>Protection of sensitive information</b>	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.
<b>Notification of affected persons</b>	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.
<b>Cooperation</b>	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"> <li>• Securely transfer PII to HCPS or a successor contractor, in a format specified by HCPS; and/or</li> <li>• Securely delete and destroy PII.</li> </ul>
Challenges to data accuracy	<ul style="list-style-type: none"> <li>• Parents, teachers or principals who seek to challenge the accuracy of PII will do so by contacting the HCPS.</li> <li>• If a correction to data is deemed necessary, the HCPS will notify Contractor.</li> <li>• Contractor agrees to facilitate such corrections within 30 calendar days of receiving HCPS’s written request.</li> </ul>

CONTRACTOR:

\_\_\_\_\_  
 Signature

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

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

## ATTACHMENT I

### HARFORD COUNTY PUBLIC SCHOOLS

#### AMENDMENT TO [Name of Vendor]

#### TERMS OF SERVICE/LICENSING AGREEMENT

#### (Contract Documents)

This Amendment is an agreement between [Name of Vendor] (“Vendor,”) and HARFORD COUNTY PUBLIC SCHOOLS (“School System”).

School System is required, when entering into agreements with other parties, to follow applicable laws, regulations, policies, and standards including those related to ethics; privacy and security; accessibility; records retention; limitations on indemnification; fiscal law constraints; advertising and endorsements; freedom of information; and governing law and dispute resolution form. Vendor and School System (together the “Parties”) agree to modify the Vendor’s Terms of Service/Licensing Agreement, or any Contract Document which constitutes the agreement between Vendor and School System relating to [Describe subject matter of agreement], hereinafter, the “Contract Documents.” Accordingly, the Contract Documents are hereby modified by this Amendment. All terms in this Amendment supersede and take precedence over any conflicting terms in the Contract Documents.

In this agreement, the term “Data” shall include all Personally Identifiable Information (PII) and other non-public information. Data include, but are not limited to, student data, metadata, and School System content.

1. Government Entity: “You,” or “User” within the Contract Documents shall mean the School System itself and shall not apply to, or bind (i) the individual(s) who utilize the Vendor Site or Services on the School System’s behalf, or (ii) any individual users who happen to be employed by, or otherwise associated with, the School System. Vendor will look solely to the School System to enforce any violation or breach of the Contract Documents by such individuals.
2. Public Purpose: School System shall use the Vendor Site and Services solely in furtherance of the School System’s public purpose. Any requirement(s) set forth within the Contract Documents that use of the Vendor Site and Services be for private, personal and/or non-commercial purposes is hereby waived.
3. School System Content Serving the Public: Vendor will allow School System’s distribution or other publication via the Site or Services of material that may contain or constitute promotions, advertisements or solicitations for goods or services, so long as the material relates to the School System’s mission.
4. Marketing and Advertising; any and all forms of advertisement, directed towards children, parents, guardians, or District Employees will be strictly prohibited unless allowed with express written consent of School System. As such, Vendor agrees not to serve or display any commercial advertisements or solicitations in the publicly available portion of the Site displaying content uploaded by or under the control of School System. This exclusion shall not extend to house ads, which Vendor may place in a non-intrusive manner. Further, Vendor will not use any Data to advertise or market to students or their parents. Advertising or marketing may be directed to School System only if student information is properly de-identified.

5. Indemnification, Liability, Statute of Limitations: Any provisions in the Contract Documents related to indemnification, liability and statutes of limitation and filing deadlines are hereby waived, and shall not apply. Liability for any breach of the Contract Documents as modified by this Amendment, or any claim arising from the Contract Documents as modified by this Amendment, shall be determined under Maryland law. The applicable Maryland Statute of Limitations shall apply to any breach or claim arising under the Terms of Service as modified by this Amendment.

6. Changes to Contract Documents: Language in the Contract Documents reserving to vendor the right to change the Contract Documents or service(s) provided thereunder without notice at any time is hereby amended to grant School System at least 30 days' advance notice of any material change to the Contract Documents or provision of service(s) thereunder. No changes made to the original Contract Documents shall override or negate any of the provisions of this Amendment. In no case shall the Vendor change how Data are collected, used or shared or service(s) provided under the terms of the Contract Documents without advance notice to and consent from the School System.

7. Access and Use: Vendor acknowledges that the School System's use of Vendor's Site and Services may energize significant citizen engagement and otherwise become important to the School System's mission. Language in the Contract Documents allowing Vendor to terminate service or close the School System's account at any time, for any reason, is modified to reflect the Parties' agreement that Vendor may unilaterally terminate service and/or terminate School System's account only for breach of School System's obligations under the Contract Documents or School System's material failure to comply with the instructions and guidelines posted on the Site. Vendor will provide School System with a reasonable opportunity to cure any breach or failure on School System's part.

8. Provision on Crawlers: Any provision in the Contract Documents prohibiting "crawl," "spider" or similar processes is amended to allow the School System to apply such tools solely to its pages and content, and solely to fulfill the School System's obligations under applicable Records laws and regulations or other applicable laws or regulations.

9. Ownership of Names: Any provision in the Contract Documents related to Vendor's ownership of and right to change the selected School System name(s), School System ID(s), domain name(s), channel name(s), and group names(s), is waived.

10. Rights and License In and To School System Content and Data: Any right Vendor reserves in the Contract Documents to modify or adapt School System content is limited to technical actions necessary to index, format and display that content. The right to modify or adapt does not include the right to substantively edit or otherwise alter the meaning of the content. In the event School System discovers that School System content has been modified in a matter that alters the meaning of such content, School System may contact Vendor and the Parties shall work together in good faith to resolve the matter.

Parties agree that all rights to School System's data, or content, or intellectual property, including all intellectual property rights, shall remain the exclusive property of School System or its students, and Vendor has a limited, nonexclusive license solely for the purpose of performing its obligations as outlined in the Agreement. This Agreement does not give Vendor any rights, implied or otherwise, to Data, content or intellectual property, except as expressly stated in the Agreement. This includes the right to sell or trade Data.

11. Limitation of Liability: The Parties agree that nothing in the Contract Documents in any way grants Vendor a waiver from, release of, or limitation of liability pertaining to, any past, current or future violation of Maryland or federal law.



12. **Uploading, Deleting:** The Parties understand and agree that School System is not obligated to place any School System content on the Vendor Site, and School System reserves the right to remove any and all Content at School System’s sole discretion.

13. **No Endorsement:** Vendor agrees that School System seals, trademarks, logos, service marks, trade names, and the fact that School System has a presence on the Vendor Site and use its Services, shall not be used by Vendor in such a manner as to state or imply that the Vendor’s products or services are endorsed, sponsored or recommended by School System, or are considered by School System to be superior to any other products or services. Except for pages whose design and content is under the control of the School System, or for links to or promotion of such page, Vendor agrees not to display any School System or government seals, trademarks, logos, service marks, and trade names on the Vendors homepage or elsewhere on the Vendor Site unless permission to do so has been granted by the School System. Vendor may list the School System’s name in a publicly available customer list on its homepage or elsewhere so long as the name is not displayed in a more prominent fashion than that of any other third party name.

14. **No Business Relationship Created:** The Parties are independent entities and nothing in the Contract Documents as modified by this Amendment creates a partnership, joint venture, agency, or employer/employee relationship.

15. **Data Collection, Use, Mining, Sharing, Transfer, and Destruction:** If Vendor will have access to “educational records” as defined under FERPA, the Vendor acknowledges that for the purpose of this Amendment it will be designated as a “school official” with “legitimate educational interests” and will use the de-identified data only for the purpose of fulfilling its duties and providing services under this Agreement, and for improving services under this Agreement. Vendor is prohibited from mining Data for any purposes other than those agreed to by the parties. Data mining or scanning of School System content for the purpose of advertising or marketing to students or their parents is prohibited. Data cannot be shared with any additional parties without prior written consent of the School System except as required by law.

Vendor may use de-identified Data for product development, research, or other purposes. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location information, and school ID. Furthermore, Vendor agrees not to attempt to re-identify de-identified Data and not to transfer de-identified Data to any party unless that party agrees not to attempt re-identification.

In the event of termination of service, within 30 days of such termination Vendor will provide School System with all School System-generated content that is publicly visible on the Site. Data will be provided in a commonly used file or database format as Vendor deems appropriate.

Vendor will not share data, including anonymized data, with or disclose it to any third party without prior written consent of School System, except as required by law. District Data will not be stored outside of the United States without prior written consent from School System. Vendor ensures that all Data in its possession and in the possession of any subcontractors, or agents to which the Vendor may have transferred Data, are destroyed or transferred to School System under the direction of School System when the Data are no longer needed for their specified purpose, at the request of the School System.

Vendor agrees that it is an “operator” within the meaning of Education Article 4-131 and shall comply with Maryland Education Code ANN. §4-131.

Vendor will comply with all applicable federal laws including, but not limited to: the Family Educational Rights and Privacy Act, the Protecting Pupil Rights Amendment, Protecting Children in the 21<sup>st</sup> Century Act, the Children’s Internet Protection Act, and the Children’s Online Privacy Protection Act.

16. Separate Future Action for Fee Based Services: If Vendor provides services at no cost, School System acknowledges that while Vendor will provide School System with some Services and features for free, Vendor reserves the right to begin charging for the Services and features at some point in the future. Vendor will provide School System with at least 30 days’ advance notice of a change involving the charging of fees for currently free services. School System also understands that Vendor may currently offer other premium and enterprise services for a fee. The Parties understand that fee-based products and services are different than free products and services, and are subject to School System procurement rules and processes. Before School System decides to enter into a premium or enterprise subscription, or any other fee-based service that Vendor may offer now or in the future, School System shall decide whether the service(s) in question should be purchased and, if so, notify Vendor that School System shall utilize a procurement process relative to procuring the service(s) from Vendor or other Vendor(s).

17. Assignment: Neither party may assign its obligations under the Contract Documents as modified by this Amendment to any third party without prior written consent of the other; provided, however Vendor or its subsidiaries may assign the Contract Documents as modified by this Amendment to a subsidiary or parent without written consent from the School System provided that the successor assumes Vendor’s obligations under the Contract Documents as modified by this Amendment.

18. Termination Rights: School System may immediately terminate the Agreement if Vendor materially breaches this Agreement. However the Vendor’s obligations shall survive termination of this Agreement until ALL District Data has been returned and/or securely removed or destroyed.

19. Posting and Availability of This Amendment: Any provision of the Contract Documents requiring modifications of its terms to be posted on Vendor’s Site shall not apply to this Amendment. The Parties agree this Amendment contains no confidential or proprietary information, and either party may release it to the public upon request and to other agencies interested in using the Services.

20. Security: Vendor will, in good faith, exercise due diligence using generally accepted commercial business practices for IT security to ensure that systems are operated and maintained in a secure manner, and that management, operational and technical controls are employed to ensure security of systems and data. This includes appropriate administrative, physical and technical safeguards to secure Data from unauthorized access, disclosure, and use. These safeguards shall prevent any intentional or unintentional unauthorized access, alterations, use, or disclosure of School System Data.

Vendor will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Vendor will also have a written incident response plan, to include prompt notification of School System in the event of a security or privacy incident, as well as best practices for responding to a breach of PII. Vendor agrees to share its incident response plan upon request.

An SAS 40 Type II audit certification will be conducted annually, and Vendor agrees to provide School System with the current SAS 70 Type II audit certification upon the School System’s request. Recognizing the changing

nature of the Web, Vendor will continuously work with School System to ensure that it's Site and Services meet School Systems' requirements for the security of systems and data.

Vendor shall ensure that its employees and all subcontractors who have potential access to District Data have undergone appropriate background screening and possess all needed qualifications to comply with the terms of this Agreement. Further, all employees and subcontractors are subject to the same FERPA compliance in relation to the "school official" designation. Vendor agrees to comply with the HCPS Student Data Privacy Requirement which is incorporated herein by attachment.

21. **School System Records and Access:** School System acknowledges that use of Vendor's Site and Services may require management of School System records. School System and School System generated content may meet the definition of educational records as determined by the School System. If the Vendor holds School System records, School System and the Vendor must manage the records in accordance with all applicable record management laws and regulations.

22. **Intellectual Property Ownership:** All student produced work is the property of that student. The Vendor has a limited, nonexclusive license with regard to Data solely for the purpose of performing its obligations as outlined in the Amendment. This Amendment does not give Vendor any rights, implied or otherwise, to Data, content, or intellectual property, except as expressly stated in the Amendment. This includes the right to sell or trade Data.

23. **Precedence, Further Amendments:** If there is any conflict between this Amendment and the Contract Documents, or between this Amendment and other terms, rules or policies on the Vendor Site or related to its Services this Amendment shall prevail. This amendment constitutes an amendment to the Contract Documents; any language in the Contract Documents indicating it may not be modified or that it alone is the entire agreement between the Parties is waived. Any further amendment must be agreed to by both Parties.

24. **Governing Law:** Any arbitration, mediation similar dispute resolution provision in the Contract Documents is hereby deleted. The Contract Documents and this Amendment shall be governed by and interpreted and enforced in accordance with the laws of the State of Maryland without reference to conflict of laws or federal law as applicable. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Circuit Court of Harford County or the United States District Court of Maryland, Northern Division.

[VENDOR]

HARFORD COUNTY PUBLIC SCHOOLS

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

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

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

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

## Attachment J HCPS Web Accessibility Evaluation Form

The Web is an increasingly important resource in many aspects of life: education, employment, government, commerce, health care, recreation, and more. It is essential that the Web be accessible in order to provide equal access and equal opportunity to people with diverse learning abilities.

HCPS is dedicated to making our Web content accessible to all individuals. To help ensure only accessible content and applications are made available, the Harford County Public Schools Request For Proposal and Approval Process for schools and offices now includes minimal consideration of the WCAG 2.1 Level AA guidelines.

Only WCAG 2.1 Level A and AA compliant products will be purchased and integrated by Harford County Public Schools.

**Vendors are responsible for completing and signing the following WCAG 2.1 Level AA Checklist:**

**Name of Product/Version:**

**Date:**

**Person completing form:**

**Product Description:**

**Contact Information:**

**Notes:**

**Evaluation Methods Used:**

**Applicable Standards/Guidelines**

This report covers the degree of conformance for the following accessibility standard/guidelines:

Standard/Guideline	Included In Report
<a href="#">Web Content Accessibility Guidelines 2.1</a>	Level A Level AA Level AAA

**Conformance Levels:**

The terms used in the Conformance Level information are defined as follows:

- **Supports:** The functionality of the product has at least one method that meets the criterion without known defects or meets with equivalent facilitation.
- **Partially Supports:** Some functionality of the product does not meet the criterion.
- **Does Not Support:** The majority of product functionality does not meet the criterion.
- **Not Applicable:** The criterion is not relevant to the product.
- **Not Evaluated:** The product has not been evaluated against the criterion. This can be used only in WCAG 2.1 Level AAA.

### Principle 1: Perceivable

<p><b><u>Guideline 1.1 – Text Alternatives</u></b>                      Provide text alternatives for any non-text content so that it can be changed into other forms people need, such as large print, braille, speech, symbols, or simpler language.</p>	<p>Conformance Level</p>	<p>Remarks and Explanations</p>
<p><b>1.1.1 Non-text Content</b>  <b>Level A</b> All non-text content that is presented to the user has a text alternative that serves the equivalent purpose, except for the situations listed below.</p> <p><a href="#"><u>Techniques and Failures for 1.1.1</u></a>  <a href="#"><u>Understanding Success Criterion for 1.1.1</u></a></p>		
<p><b><u>Guideline 1.2 – Time-based Media</u></b>                      Provide alternatives for time-based media.</p>	<p>Conformance Level</p>	<p>Remarks and Explanations</p>
<p><b>1.2.1 Audio-only and Video-only (Prerecorded)</b>  <b>Level A</b> - For prerecorded audio-only and prerecorded video-only media, the following are true, except when the audio or video is a media alternative for text and is clearly labeled as such:</p> <ul style="list-style-type: none"> <li>• <b>Prerecorded Audio-only:</b> An alternative for time-based media is provided that presents equivalent information for prerecorded audio-only content.</li> <li>• <b>Prerecorded Video-only:</b> Either an alternative for time-based media or an audio track is provided that presents equivalent information for prerecorded video-only content.</li> </ul> <p><a href="#"><u>Techniques and Failures for 1.2.1</u></a>  <a href="#"><u>Understanding Success Criterion for 1.2.1</u></a></p>		
<p><b>1.2.2 Captions (Prerecorded)</b>  <b>Level A</b> - Captions are provided for all prerecorded audio content in synchronized media, except when the media is a media alternative for text and is clearly labeled as such.</p> <p><a href="#"><u>Techniques and Failures for 1.2.2</u></a>  <a href="#"><u>Understanding Success Criterion for 1.2.2</u></a></p>		

<p><b>1.2.3 Audio Description or Media Alternative (Prerecorded)</b>  <b>Level A</b> - An alternative for time-based media or audio description of the prerecorded video content is provided for synchronized media, except when the media is a media alternative for text and is clearly labeled as such.</p> <p><a href="#">Techniques and Failures for 1.2.3</a>  <a href="#">Understanding Success Criterion for 1.2.3</a></p>		
<p><b>1.2.4 Captions (Live)</b>  <b>Level AA</b> - Captions are provided for all live audio content in synchronized media.</p> <p><a href="#">Techniques and Failures for 1.2.4</a>  <a href="#">Understanding Success Criterion for 1.2.4</a></p>		
<p><b>1.2.5 Audio Description (Prerecorded)</b>  <b>Level AA</b> - Audio description is provided for all prerecorded video content in synchronized media.</p> <p><a href="#">Techniques and Failures for 1.2.5</a>  <a href="#">Understanding Success Criterion for 1.2.5</a></p>		
<p><b>1.2.6 Sign Language (Prerecorded)</b>  <b>Level AAA</b> - Sign language interpretation is provided for all prerecorded audio content in synchronized media.</p> <p><a href="#">Techniques and Failures for 1.2.6</a>  <a href="#">Understanding Success Criterion for 1.2.6</a></p>		
<p><b>1.2.7 Extended Audio Description (Prerecorded)</b>  <b>Level AAA</b> - Where pauses in foreground audio are insufficient to allow audio descriptions to convey the sense of the video, extended audio description is provided for all prerecorded video content in synchronized media.</p> <p><a href="#">Techniques and Failures for 1.2.7</a>  <a href="#">Understanding Success Criterion for 1.2.7</a></p>		

<p><b>1.2.8 Media Alternative (Prerecorded)</b>  <b>Level AAA</b> - An alternative for time-based media is provided for all prerecorded synchronized media and for all prerecorded video-only media.</p> <p><a href="#">Techniques and Failures for 1.2.8</a>  <a href="#">Understanding Success Criterion for 1.2.8</a></p>		
<p><b>1.2.9 Audio-only (Live)</b>  <b>Level AAA</b> - An alternative for time-based media that presents equivalent information for live audio-only content is provided.</p> <p><a href="#">Techniques and Failures for 1.2.9</a>  <a href="#">Understanding Success Criterion for 1.2.9</a></p>		
<p><b><a href="#">Guideline 1.3 – Adaptable</a></b>                  Create content that can be presented in different ways (for example simpler layout) without losing information or structure.</p>	<p><b>Conformance Level</b></p>	<p><b>Remarks and Explanations</b></p>
<p><b>1.3.1 Info and Relationships</b>  <b>Level A</b> - Information, structure, and relationships conveyed through presentation can be programmatically determined or are available in text.</p> <p><a href="#">Techniques and Failures for 1.3.1</a>  <a href="#">Understanding Success Criterion for 1.3.1</a></p>		
<p><b>1.3.2 Meaningful Sequence</b>  <b>Level A</b> - When the sequence in which content is presented affects its meaning, a correct reading sequence can be programmatically determined.</p> <p><a href="#">Techniques and Failures for 1.3.2</a>  <a href="#">Understanding Success Criterion for 1.3.2</a></p>		



<p><b>1.3.3 Sensory Characteristics</b>  <b>Level A</b> - Instructions provided for understanding and operating content do not rely solely on sensory characteristics of components such as shape, color, size, visual location, orientation, or sound.          Note 1: For requirements related to color, refer to Guideline 1.4.</p> <p><a href="#"><u>Techniques and Failures for 1.3.3</u></a>  <a href="#"><u>Understanding Success Criterion for 1.3.3</u></a></p>		
<p><b>1.3.4 Orientation</b>  <b>Level AA (Added in 2.1)</b> - Content does not restrict its view and operation to a single display orientation, such as portrait or landscape, unless a specific display orientation is essential.</p> <p><a href="#"><u>Techniques and Failures for 1.3.4</u></a>  <a href="#"><u>Understanding Success Criterion for 1.3.4</u></a></p>		
<p><b>1.3.5 Identify Input Purpose</b>  <b>Level AA (Added in 2.1)</b> - The purpose of each input field collecting information about the user can be programmatically determined when:          The input field serves a purpose identified in the Input Purposes for User Interface Components section; and</p> <ul style="list-style-type: none"> <li>• The content is implemented using technologies with support for identifying the expected meaning for form input data.</li> </ul> <p><a href="#"><u>Techniques and Failures for 1.3.5</u></a>  <a href="#"><u>Understanding Success Criterion for 1.3.5</u></a></p>		
<p><b>1.3.6 Identify Purpose</b>  <b>Level AAA (Added in 2.1)</b> - In content implemented using markup languages, the purpose of User Interface Components, icons, and regions can be programmatically determined.</p> <p><a href="#"><u>Techniques and Failures for 1.3.6</u></a>  <a href="#"><u>Understanding Success Criterion for 1.3.6</u></a></p>		

<p><b><u>Guideline 1.4 – Distinguishable</u></b>  <b>Make it easier for users to see and hear content including separating foreground from background.</b></p>	<p><b>Conformance Level</b></p>	<p><b>Remarks and Explanations</b></p>
<p><b>1.4.1 Use of Color</b>  <b>Level A</b> - Color is not used as the only visual means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.                      Note 1: This success criterion addresses color perception specifically. Other forms of perception are covered in Guideline 1.3 including programmatic access to color and other visual presentation coding.</p> <p><b><u>Techniques and Failures for 1.4.1</u></b>  <b><u>Understanding Success Criterion for 1.4.1</u></b></p>		
<p><b>1.4.2 Audio Control</b>  <b>Level A</b> - If any audio on a Web page plays automatically for more than 3 seconds, either a mechanism is available to pause or stop the audio, or a mechanism is available to control audio volume independently from the overall system volume level.</p> <p>Note 1: Since any content that does not meet this success criterion can interfere with a user's ability to use the whole page, all content on the Web page (whether or not it is used to meet other success criteria) must meet this success criterion. See Conformance Requirement 5: Non-Interference.</p> <p><b><u>Techniques and Failures for 1.4.2</u></b>  <b><u>Understanding Success Criterion for 1.4.2</u></b></p>		

<p><b>1.4.3 Contrast (Minimum)</b>  <b>Level AA</b> - The visual presentation of text and images of text has a contrast ratio of at least 4.5:1, except for the following:</p> <ul style="list-style-type: none"> <li>• Large Text: Large-scale text and images of large-scale text have a contrast ratio of at least 3:1;</li> <li>• Incidental: Text or images of text that are part of an inactive user interface component, that are pure decoration, that are not visible to anyone, or that are part of a picture that contains significant other visual content, have no contrast requirement.</li> <li>• Logotypes: Text that is part of a logo or brand name has no contrast requirement.</li> </ul> <p><a href="#">Techniques and Failures for 1.4.3</a>  <a href="#">Understanding Success Criterion for 1.4.3</a></p>		
<p><b>1.4.4 Resize text</b>  <b>Level AA</b> - Except for captions and images of text, text can be resized without assistive technology up to 200 percent without loss of content or functionality.</p> <p><a href="#">Techniques and Failures for 1.4.4</a>  <a href="#">Understanding Success Criterion for 1.4.4</a></p>		
<p><b>1.4.5 Images of Text</b>  <b>Level AA</b> - If the technologies being used can achieve the visual presentation, text is used to convey information rather than images of text except for the following:</p> <ul style="list-style-type: none"> <li>• Customizable: The image of text can be visually customized to the user's requirements;</li> <li>• Essential: A particular presentation of text is essential to the information being conveyed.</li> </ul> <p>Note 1: Logotypes (text that is part of a logo or brand name) are considered essential.</p> <p><a href="#">Techniques and Failures for 1.4.5</a>  <a href="#">Understanding Success Criterion for 1.4.5</a></p>		

<p><b>1.4.6 Contrast (Enhanced)</b> <b>Level AAA</b> - The visual presentation of text and images of text has a contrast ratio of at least 7:1, except for the following:</p> <ul style="list-style-type: none"><li>• Large Text: Large-scale text and images of large-scale text have a contrast ratio of at least 4.5:1;</li><li>• Incidental: Text or images of text that are part of an inactive user interface component, that are pure decoration, that are not visible to anyone, or that are part of a picture that contains significant other visual content, have no contrast requirement.</li><li>• Logotypes: Text that is part of a logo or brand name has no contrast requirement.</li></ul> <p><a href="#">Techniques and Failures for 1.4.6</a> <a href="#">Understanding Success Criterion for 1.4.6</a></p>		
<p><b>1.4.7 Low or No Background Audio</b> <b>Level AAA</b> - For prerecorded audio-only content that (1) contains primarily speech in the foreground, (2) is not an audio CAPTCHA or audio logo, and (3) is not vocalization intended to be primarily musical expression such as singing or rapping, at least one of the following is true:</p> <ul style="list-style-type: none"><li>• No Background: The audio does not contain background sounds.</li><li>• Turn Off: The background sounds can be turned off.</li><li>• 20 dB: The background sounds are at least 20 decibels lower than the foreground speech content, with the exception of occasional sounds that last for only one or two seconds. Per the definition of "decibel," background sound that meets this requirement will be approximately four times quieter than the foreground speech content.</li></ul> <p><a href="#">Techniques and Failures for 1.4.7</a> <a href="#">Understanding Success Criterion for 1.4.7</a></p>		

<p><b>1.4.8 Visual Presentation</b>  <b>Level AAA</b> - For the visual presentation of blocks of text, a mechanism is available to achieve the following:</p> <ol style="list-style-type: none"> <li>1. Foreground and background colors can be selected by the user.</li> <li>2. Width is no more than 80 characters or glyphs (40 if CJK).</li> <li>3. Text is not justified (aligned to both the left and the right margins).</li> <li>4. Line spacing (leading) is at least space-and-a-half within paragraphs, and paragraph spacing is at least 1.5 times larger than the line spacing.</li> <li>5. Text can be resized without assistive technology up to 200 percent in a way that does not require the user to scroll horizontally to read a line of text on a full-screen window.</li> </ol> <p><a href="#"><u>Techniques and Failures for 1.4.8</u></a>  <a href="#"><u>Understanding Success Criterion for 1.4.8</u></a></p>		
<p><b>1.4.9 Images of Text (No Exception)</b>  <b>Level AAA</b> - Images of text are only used for pure decoration or where a particular presentation of text is essential to the information being conveyed.                  Note 1: Logotypes (text that is part of a logo or brand name) are considered essential.</p> <p><a href="#"><u>Techniques and Failures for 1.4.9</u></a>  <a href="#"><u>Understanding Success Criterion for 1.4.8</u></a></p>		
<p><b>1.4.10 Reflow</b>  <b>Level AA (Added in 2.1)</b> - Content can be presented without loss of information or functionality, and without requiring scrolling in two dimensions for:</p> <ul style="list-style-type: none"> <li>• Vertical scrolling content at a width equivalent to 320 CSS pixels;</li> <li>• Horizontal scrolling content at a height equivalent to 256 CSS pixels;</li> </ul> <p>Except for parts of the content which require two-dimensional layout for usage or meaning.</p> <p><a href="#"><u>Techniques and Failures for 1.4.10</u></a>  <a href="#"><u>Understanding Success Criterion for 1.4.10</u></a></p>		

<p><b>1.4.11 Non-text Contrast</b>  <b>Level AA (Added in 2.1)</b> - The visual presentation of the following have a contrast ratio of at least 3:1 against adjacent color(s):</p> <ul style="list-style-type: none"> <li>• User Interface Components: Visual information required to identify user interface components and states, except for inactive components or where the appearance of the component is determined by the user agent and not modified by the author;</li> <li>• Graphical Objects: Parts of graphics required to understand the content, except when a particular presentation of graphics is essential to the information being conveyed.</li> </ul> <p><a href="#"><u>Techniques and Failures for 1.4.11</u></a>  <a href="#"><u>Understanding Success Criterion for 1.4.11</u></a></p>		
<p><b>1.4.12 Text Spacing</b>  <b>Level AA (Added in 2.1)</b> - In content implemented using markup languages that support the following text style properties, no loss of content or functionality occurs by setting all of the following and by changing no other style property:</p> <ul style="list-style-type: none"> <li>• Line height (line spacing) to at least 1.5 times the font size;</li> <li>• Spacing following paragraphs to at least 2 times the font size;</li> <li>• Letter spacing (tracking) to at least 0.12 times the font size;</li> <li>• Word spacing to at least 0.16 times the font size.</li> </ul> <p>Exception: Human languages and scripts that do not make use of one or more of these text style properties in written text can conform using only the properties that exist for that combination of language and script.</p> <p><a href="#"><u>Techniques and Failures for 1.4.12</u></a>  <a href="#"><u>Understanding Success Criterion for 1.4.12</u></a></p>		

<p><b>1.4.13 Content on Hover or Focus</b> <b>Level AA (Added in 2.1)</b> - Where receiving and then removing pointer hover or keyboard focus triggers additional content to become visible and then hidden, the following are true:</p> <ul style="list-style-type: none"><li>• Dismissible: A mechanism is available to dismiss the additional content without moving pointer hover or keyboard focus, unless the additional content communicates an input error or does not obscure or replace other content;</li><li>• Hoverable: If pointer hover can trigger the additional content, then the pointer can be moved over the additional content without the additional content disappearing;</li><li>• Persistent: The additional content remains visible until the hover or focus trigger is removed, the user dismisses it, or its information is no longer valid.</li></ul> <p>Exception: The visual presentation of the additional content is controlled by the user agent and is not modified by the author.</p> <p><a href="#"><u>Techniques and Failures for 1.4.13</u></a> <a href="#"><u>Understanding Success Criterion for 1.4.13</u></a></p>		
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<a href="#"><b>Guideline 2.1 – Keyboard Accessible</b></a> <b>Make all functionality available from a keyboard.</b>	Conformance Level	Remarks and Explanations
<p><b>11 2.1.1 Keyboard</b></p> <p><b>Level A</b> - All functionality of the content is operable through a keyboard interface without requiring specific timings for individual keystrokes, except where the underlying function requires input that depends on the path of the user's movement and not just the endpoints.</p> <p>Note 1: This exception relates to the underlying function, not the input technique. For example, if using handwriting to enter text, the input technique (handwriting) requires path-dependent input but the underlying function (text input) does not.</p> <p>Note 2: This does not forbid and should not discourage providing mouse input or other input methods in addition to keyboard operation.</p> <p><a href="#"><u>Techniques and Failures for 2.1.1</u></a>  <a href="#"><u>Understanding Success Criterion for 2.1.1</u></a></p>		
<p><b>12 2.1.2 No Keyboard Trap</b></p> <p><b>Level A</b> - All functionality of the content is operable through a keyboard interface without requiring specific timings for individual keystrokes, except where the underlying function requires input that depends on the path of the user's movement and not just the endpoints.</p> <p>Note 1: This exception relates to the underlying function, not the input technique. For example, if using handwriting to enter text, the input technique (handwriting) requires path-dependent input but the underlying function (text input) does not.</p> <p>Note 2: This does not forbid and should not discourage providing mouse input or other input methods in addition to keyboard operation.</p> <p><a href="#"><u>Techniques and Failures for 2.1.2</u></a>  <a href="#"><u>Understanding Success Criterion for 2.1.2</u></a></p>		



<p><b>2.1.3 Keyboard (No Exception)</b>  <b>Level AAA</b> - All functionality of the content is operable through a keyboard interface without requiring specific timings for individual keystrokes.</p> <p><a href="#">Techniques and Failures for 2.1.3</a>  <a href="#">Understanding Success Criterion for 2.1.3</a></p>		
<p><b>13 2.1.4 Character Key Shortcuts</b>  <b>Level A (Added in 2.1)</b> - If a keyboard shortcut is implemented in content using only letter (including upper- and lower-case letters), punctuation, number, or symbol characters, then at least one of the following is true:</p> <ul style="list-style-type: none"> <li>• Turn off: A mechanism is available to turn the shortcut off;</li> <li>• Remap: A mechanism is available to remap the shortcut to include one or more non-printable keyboard keys (e.g., Ctrl, Alt);</li> <li>• Active only on focus: The keyboard shortcut for a user interface component is only active when that component has focus.</li> </ul> <p><a href="#">Techniques and Failures for 2.1.4</a>  <a href="#">Understanding Success Criterion for 2.1.4</a></p>		
<p><b><a href="#">Guideline 2.2 – Enough Time</a></b>  <b>Provide users enough time to read and use content.</b></p>	<p><b>Conformance Level</b></p>	<p><b>Remarks and Explanations</b></p>

<p><b>15 2.2.1 Timing Adjustable</b></p> <p><b>Level A</b> - For each time limit that is set by the content, at least one of the following is true:</p> <ul style="list-style-type: none"><li>• Turn off: The user is allowed to turn off the time limit before encountering it; or</li><li>• Adjust: The user is allowed to adjust the time limit before encountering it over a wide range that is at least ten times the length of the default setting; or</li><li>• Extend: The user is warned before time expires and given at least 20 seconds to extend the time limit with a simple action (for example, "press the space bar"), and the user is allowed to extend the time limit at least ten times; or</li><li>• Real-time Exception: The time limit is a required part of a real-time event (for example, an auction), and no alternative to the time limit is possible; or</li><li>• Essential Exception: The time limit is essential and extending it would invalidate the activity; or</li><li>• 20 Hour Exception: The time limit is longer than 20 hours.</li></ul> <p><a href="#"><u>Techniques and Failures for 2.2.1</u></a> <a href="#"><u>Understanding Success Criterion for 2.2.1</u></a></p>		
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## **16 2.2.2Pause, Stop, Hide**

### **Level A**

For moving, blinking, scrolling, or auto-updating information, all of the following are true:

- Moving, blinking, scrolling: For any moving, blinking or scrolling information that (1) starts automatically, (2) lasts more than five seconds, and (3) is presented in parallel with other content, there is a mechanism for the user to pause, stop, or hide it unless the movement, blinking, or scrolling is part of an activity where it is essential; and
- Auto-updating: For any auto-updating information that (1) starts automatically and (2) is presented in parallel with other content, there is a mechanism for the user to pause, stop, or hide it or to control the frequency of the update unless the auto-updating is part of an activity where it is essential.

Note 1: For requirements related to flickering or flashing content, refer to Guideline 2.3.

Note 2: Since any content that does not meet this success criterion can interfere with a user's ability to use the whole page, all content on the Web page (whether it is used to meet other success criteria or not) must meet this success criterion. See Conformance Requirement 5: Non-Interference.

Note 3: Content that is updated periodically by software or that is streamed to the user agent is not required to preserve or present information that is generated or received between the initiation of the pause and resuming presentation, as this may not be technically possible, and in many situations could be misleading to do so.

Note 4: An animation that occurs as part of a preload phase or similar situation can be considered essential if interaction cannot occur during that phase for all users and if not indicating progress could confuse users or cause them to think that content was frozen or broken.

[Techniques and Failures for 2.2.2](#)  
[Understanding Success Criterion for 2.2.2](#)

<p><b>17 2.2.3 No Timing</b>  <b>Level AAA</b> - Timing is not an essential part of the event or activity presented by the content, except for non-interactive synchronized media and real-time events.</p> <p><a href="#">Techniques and Failures for 2.2.3</a>  <a href="#">Understanding Success Criterion for 2.2.3</a></p>		
<p><b>18 2.2.4 Interruptions</b>  <b>Level AAA</b> - Interruptions can be postponed or suppressed by the user, except interruptions involving an emergency.</p> <p><a href="#">Techniques and Failures for 2.2.4</a>  <a href="#">Understanding Success Criterion for 2.2.4</a></p>		
<p><b>19 2.2.5 Re-authenticating</b>  <b>Level AAA</b> - When an authenticated session expires, the user can continue the activity without loss of data after re-authenticating.</p> <p><a href="#">Techniques and Failures for 2.2.5</a>  <a href="#">Understanding Success Criterion for 2.2.5</a></p>		
<p><b>20 2.2.6 Timeouts</b>  <b>Level AAA (Added in 2.1)</b> - Users are warned of the duration of any user inactivity that could cause data loss, unless the data is preserved for more than 20 hours when the user does not take any actions.</p> <p><a href="#">Techniques and Failures for 2.2.6</a>  <a href="#">Understanding Success Criterion for 2.2.6</a></p>		
<p><b><a href="#">Guideline 2.3 – Seizures and Physical Reactions</a></b>  <b>Do not design content in a way that is known to cause seizures or physical reactions.</b></p>	<p><b>Conformance Level</b></p>	<p><b>Remarks and Explanations</b></p>

<p><b>22 2.3.1 Three Flashes or Below Threshold</b>  <b>Level A</b> - Web pages do not contain anything that flashes more than three times in any one second period, or the flash is below the general flash and red flash thresholds.                  Note 1: Since any content that does not meet this success criterion can interfere with a user's ability to use the whole page, all content on the Web page (whether it is used to meet other success criteria or not) must meet this success criterion. See Conformance Requirement 5: Non-Interference.</p> <p><a href="#">Techniques and Failures for 2.3.1</a>  <a href="#">Understanding Success Criterion for 2.3.1</a></p>		
<p><b>23 2.3.2 Three Flashes</b>  <b>Level AAA</b> - Web pages do not contain anything that flashes more than three times in any one second period.</p> <p><a href="#">Techniques and Failures for 2.3.2</a>  <a href="#">Understanding Success Criterion for 2.3.2</a></p>		
<p><b>24 2.3.3 Animation from Interactions</b>  <b>Level AAA(Added in 2.1)</b> - Motion animation triggered by interaction can be disabled, unless the animation is essential to the functionality or the information being conveyed.</p> <p><a href="#">Techniques and Failures for 2.3.3</a>  <a href="#">Understanding Success Criterion for 2.3.3</a></p>		
<p><b><a href="#">Guideline 2.4 – Navigable</a></b>  <b>Provide ways to help users navigate, find content, and determine where they are.</b></p>	<b>Conformance Level</b>	<b>Remarks and Explanations</b>
<p><b>26 2.4.1 Bypass Blocks</b>  <b>Level A</b> - A mechanism is available to bypass blocks of content that are repeated on multiple Web pages.</p> <p><a href="#">Techniques and Failures for 2.4.1</a>  <a href="#">Understanding Success Criterion for 2.4.1</a></p>		

<p><b>27 2.4.2 Page Titled</b>  <b>Level A</b> - Web pages have titles that describe topic or purpose.</p> <p><a href="#">Techniques and Failures for 2.4.2</a>  <a href="#">Understanding Success Criterion for 2.4.2</a></p>		
<p><b>28 2.4.3 Focus Order</b>  <b>Level A</b> - If a Web page can be navigated sequentially and the navigation sequences affect meaning or operation, focusable components receive focus in an order that preserves meaning and operability.</p> <p><a href="#">Techniques and Failures for 2.4.3</a>  <a href="#">Understanding Success Criterion for 2.4.3</a></p>		
<p><b>29 2.4.4 Purpose (In Context)</b>  <b>Level A</b> - The purpose of each link can be determined from the link text alone or from the link text together with its programmatically determined link context, except where the purpose of the link would be ambiguous to users in general.</p> <p><a href="#">Techniques and Failures for 2.4.4</a>  <a href="#">Understanding Success Criterion for 2.4.4</a></p>		
<p><b>30 2.4.5 Multiple Ways</b>  <b>Level AA</b> - More than one way is available to locate a Web page within a set of Web pages except where the Web Page is the result of, or a step in, a process.</p> <p><a href="#">Techniques and Failures for 2.4.5</a>  <a href="#">Understanding Success Criterion for 2.4.5</a></p>		
<p><b>31 2.4.6 Headings and Labels</b>  <b>Level AA</b> - Headings and labels describe topic or purpose.</p> <p><a href="#">Techniques and Failures for 2.4.6</a>  <a href="#">Understanding Success Criterion for 2.4.6</a></p>		

<p><b>32 2.4.7 Focus Visible</b>  <b>Level AA</b> - Any keyboard operable user interface has a mode of operation where the keyboard focus indicator is visible.</p> <p><a href="#">Techniques and Failures for 2.4.7</a>  <a href="#">Understanding Success Criterion for 2.4.7</a></p>		
<p><b>33 2.4.8 Location</b>  <b>Level AAA</b> - Information about the user's location within a set of Web pages is available.</p> <p><a href="#">Techniques and Failures for 2.4.8</a>  <a href="#">Understanding Success Criterion for 2.4.8</a></p>		
<p><b>34 2.4.9 Link Purpose (Link Only)</b>  <b>Level AAA</b> -A mechanism is available to allow the purpose of each link to be identified from link text alone, except where the purpose of the link would be ambiguous to users in general.</p> <p><a href="#">Techniques and Failures for 2.4.9</a>  <a href="#">Understanding Success Criterion for 2.4.9</a></p>		
<p><b>35 2.4.10 Section Headings</b>  <b>Level AAA</b> - Section headings are used to organize the content.                  Note 1: "Heading" is used in its general sense and includes titles and other ways to add a heading to different types of content.                  Note 2: This success criterion covers sections within writing, not user interface components. User Interface components are covered under Success Criterion 4.1.2.</p> <p><a href="#">Techniques and Failures for 2.4.10</a>  <a href="#">Understanding Success Criterion for 2.4.10</a></p>		

<b><u>Guideline 2.5 – Input Modalities</u></b> <b>Make it easier for users to operate functionality through various inputs beyond keyboard.</b>	<b>Conformance Level</b>	<b>Remarks and Explanations</b>
<p><b>37 2.5.1 Pointer Gestures</b>  <b>Level A (Added in 2.1)</b> - All functionality that uses multipoint or path-based gestures for operation can be operated with a single pointer without a path-based gesture, unless a multipoint or path-based gesture is essential.</p> <p><a href="#"><u>Techniques and Failures for 2.5.1</u></a>  <a href="#"><u>Understanding Success Criterion for 2.5.1</u></a></p>		
<p><b>38 2.5.2 Pointer Cancellation</b>  <b>Level A (Added in 2.1)</b> - For functionality that can be operated using a single pointer, at least one of the following is true:</p> <ul style="list-style-type: none"> <li>• No Down-Event: The down-event of the pointer is not used to execute any part of the function;</li> <li>• Abort or Undo: Completion of the function is on the up-event, and a mechanism is available to abort the function before completion or to undo the function after completion;</li> <li>• Up Reversal: The up-event reverses any outcome of the preceding down-event;</li> <li>• Essential: Completing the function on the down-event is essential.</li> <li>•</li> </ul> <p><a href="#"><u>Techniques and Failures for 2.5.2</u></a>  <a href="#"><u>Understanding Success Criterion for 2.5.2</u></a></p>		
<p><b>39 2.5.3 Label in Name</b>  <b>Level A (Added in 2.1)</b> - For user interface components with labels that include text or images of text, the name contains the text that is presented visually.</p> <p><a href="#"><u>Techniques and Failures for 2.5.3</u></a>  <a href="#"><u>Understanding Success Criterion for 2.5.3</u></a></p>		



<p><b>40 2.5.4 Motion Actuation</b>  <b>Level A (Added in 2.1)</b> - Functionality that can be operated by device motion or user motion can also be operated by user interface components and responding to the motion can be disabled to prevent accidental actuation, except when:</p> <ul style="list-style-type: none"> <li>• Supported Interface: The motion is used to operate functionality through an accessibility supported interface;</li> <li>• Essential: The motion is essential for the function and doing so would invalidate the activity.</li> </ul> <p><a href="#"><u>Techniques and Failures for 2.5.4</u></a>  <a href="#"><u>Understanding Success Criterion for 2.5.4</u></a></p>		
<p><b>41 2.5.5 Target Size</b>  <b>Level AAA (Added in 2.1)</b> - The size of the target for pointer inputs is at least 44 by 44 CSS pixels except when:</p> <ul style="list-style-type: none"> <li>• Equivalent: The target is available through an equivalent link or control on the same page that is at least 44 by 44 CSS pixels;</li> <li>• Inline: The target is in a sentence or block of text;</li> <li>• User Agent Control: The size of the target is determined by the user agent and is not modified by the author;</li> <li>• Essential: A particular presentation of the target is essential to the information being conveyed.</li> </ul> <p><a href="#"><u>Techniques and Failures for 2.5.5</u></a>  <a href="#"><u>Understanding Success Criterion for 2.5.5</u></a></p>		

<p><b>42 2.5.6 Concurrent Input Mechanisms</b>  <b>Level AAA (Added in 2.1)</b> - Web content does not restrict use of input modalities available on a platform except where the restriction is essential, required to ensure the security of the content, or required to respect user settings.</p> <p><a href="#">Techniques and Failures for 2.5.6</a>  <a href="#">Understanding Success Criterion for 2.5.6</a></p>		
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### Principle 3 -Understandable

<p><b><a href="#">Guideline 3.1 - Readable</a></b>  <b>Make text content readable and understandable.</b></p>	<p><b>Conformance Level</b></p>	<p><b>Remarks and Explanations</b></p>
<p><b>3.1.1 Language of Page</b>  <b>Level A</b>—The default human language of each Web page can be programmatically determined.</p> <p><a href="#">Techniques and Failures for 3.1.1</a>  <a href="#">Understanding Success Criterion for 3.1.1</a></p>		
<p><b>3.1.2 Language of Parts</b>  <b>Level AA</b>—The human language of each passage or phrase in the content can be programmatically determined except for proper names, technical terms, words of indeterminate language, and words or phrases that have become part of the vernacular of the immediately surrounding text.</p> <p><a href="#">Techniques and Failures for 3.1.2</a>  <a href="#">Understanding Success Criterion for 3.1.2</a></p>		
<p><b>3.1.3 Unusual Words</b>  <b>Level AAA</b>—A mechanism is available for identifying specific definitions of words or phrases used in an unusual or restricted way, including idioms and jargon.</p> <p><a href="#">Techniques and Failures for 3.1.3</a>  <a href="#">Understanding Success Criterion for 3.1.3</a></p>		

<p><b>3.1.4 Abbreviations</b>  <b>Level AAA</b>—A mechanism for identifying the expanded form or meaning of abbreviations is available.</p> <p><a href="#">Techniques and Failures for 3.1.4</a>  <a href="#">Understanding Success Criterion for 3.1.4</a></p>		
<p><b>3.1.5 Reading Level</b>  <b>Level AAA</b>—When text requires reading ability more advanced than the lower secondary education level after removal of proper names and titles, supplemental content, or a version that does not require reading ability more advanced than the lower secondary education level, is available.</p> <p><a href="#">Techniques and Failures for 3.1.5</a>  <a href="#">Understanding Success Criterion for 3.1.5</a></p>		
<p><b>3.1.6 Pronunciation</b>  <b>Level AAA</b>—A mechanism is available for identifying specific pronunciation of words where meaning of the words, in context, is ambiguous without knowing the pronunciation.</p> <p><a href="#">Techniques and Failures for 3.1.6</a>  <a href="#">Understanding Success Criterion for 3.1.6</a></p>		
<p><b><a href="#">Guideline 3.2 - Predictable</a></b>  <b>Make Web pages appear and operate in predictable ways.</b></p>	<p><b>Conformance Level</b></p>	<p><b>Remarks and Explanations</b></p>
<p><b>3.2.1 On Focus</b>  <b>Level A</b>—When any user interface component receives focus, it does not initiate a change of context.</p> <p><a href="#">Techniques and Failures for 3.2.1</a>  <a href="#">Understanding Success Criterion for 3.2.1</a></p>		
<p><b>3.2.2 On Input</b>  <b>Level A</b>—Changing the setting of any user interface component does not automatically cause a change of context unless the user has been advised of the behavior before using the component.</p>		

<p><a href="#">Techniques and Failures for 3.2.2</a>  <a href="#">Understanding Success Criterion for 3.2.2</a></p>		
<p><b>3.2.3 Consistent Navigation</b>  <b>Level AA</b>—Navigational mechanisms that are repeated on multiple Web pages within a set of Web pages occur in the same relative order each time they are repeated, unless a change is initiated by the user.</p> <p><a href="#">Techniques and Failures for 3.2.3</a>  <a href="#">Understanding Success Criterion for 3.2.3</a></p>		
<p><b>3.2.4 Consistent Identification</b>  <b>Level AA</b>—Components that have the same functionality within a set of Web pages are identified consistently.</p> <p><a href="#">Techniques and Failures for 3.2.4</a>  <a href="#">Understanding Success Criterion for 3.2.4</a></p>		
<p><b>3.2.5 Change on Request</b>  <b>Level AAA</b>—Changes of context are initiated only by user request or a mechanism is available to turn off such changes.</p> <p><a href="#">Techniques and Failures for 3.2.5</a>  <a href="#">Understanding Success Criterion for 3.2.5</a></p>		
<p><b><a href="#">Guideline 3.3 – Input Assistance</a></b>  <b>Help users avoid and correct mistakes.</b></p>	<p><b>Conformance Level</b></p>	<p><b>Remarks and Explanations</b></p>
<p><b>3.3.1 Error Identification</b>  <b>Level A</b>—If an input error is automatically detected, the item that is in error is identified and the error is described to the user in text.</p> <p><a href="#">Techniques and Failures for 3.3.1</a>  <a href="#">Understanding Success Criterion for 3.3.1</a></p>		
<p><b>3.3.2 Labels or Instructions</b>  <b>Level A</b>—Labels or instructions are provided when content requires user input.</p>		

<p><a href="#"><u>Techniques and Failures for 3.3.2</u></a>  <a href="#"><u>Understanding Success Criterion for 3.3.2</u></a></p>		
<p><b>3.3.3 Error Suggestion</b>  <b>Level AA</b>—If an input error is automatically detected and suggestions for correction are known, then the suggestions are provided to the user, unless it would jeopardize the security or purpose of the content.</p> <p><a href="#"><u>Techniques and Failures for 3.3.3</u></a>  <a href="#"><u>Understanding Success Criterion for 3.3.3</u></a></p>		
<p><b>3.3.4 Error Prevention (Legal, Financial, Data)</b>  <b>Level AA</b>—For Web pages that cause legal commitments or financial transactions for the user to occur, that modify or delete user-controllable data in data storage systems, or that submit user test responses, at least one of the following is true:</p> <ul style="list-style-type: none"> <li>• <b>Reversible:</b> Submissions are reversible.</li> <li>• <b>Checked:</b> Data entered by the user is checked for input errors and the user is provided an opportunity to correct them.</li> <li>• <b>Confirmed:</b> A mechanism is available for reviewing, confirming, and correcting information before finalizing the submission.</li> </ul> <p><a href="#"><u>Techniques and Failures for 3.3.4</u></a>  <a href="#"><u>Understanding Success Criterion for 3.3.4</u></a></p>		
<p><b>3.3.5 Help</b>  <b>Level AAA</b>—Context-sensitive help is available.</p> <p><a href="#"><u>Techniques and Failures for 3.3.5</u></a>  <a href="#"><u>Understanding Success Criterion for 3.3.5</u></a></p>		
<p><b>3.3.6 Error Prevention (All)</b>  <b>Level AAA</b>—For Web pages that require the user to submit information, at least one of the following is true:</p> <ul style="list-style-type: none"> <li>• <b>Reversible:</b> Submissions are reversible.</li> <li>• <b>Checked:</b> Data entered by the user is checked for input errors and the user is provided an opportunity to correct them.</li> </ul>		

<ul style="list-style-type: none"><li>• <b>Confirmed:</b> A mechanism is available for reviewing, confirming, and correcting information before finalizing the submission.</li></ul> <p><a href="#"><u>Techniques and Failures for 3.3.6</u></a> <a href="#"><u>Understanding Success Criterion for 3.3.6</u></a></p>		
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## Principle 4 – Robust

<b><u>Guideline 4.1 – Compatible</u></b> Maximize compatibility with current and future user agents, including assistive technologies.	Conformance Level	Remarks and Explanations
<p><b>4.1.1 Parsing</b>  <b>Level A</b>—In content implemented using markup languages, elements have complete start and end tags, elements are nested according to their specifications, elements do not contain duplicate attributes, and any IDs are unique, except where the specifications allow these features.</p> <p><a href="#">Techniques and Failures for 4.1.1</a>  <a href="#">Understanding Success Criterion for 4.1.1</a></p>		
<p><b>4.1.2 Name, Role, Value</b>  <b>Level A</b>—For all user interface components (including but not limited to: form elements, links and components generated by scripts), the name and role can be programmatically determined; states, properties, and values that can be set by the user can be programmatically set; and notification of changes to these items is available to user agents, including assistive technologies.</p> <p><a href="#">Techniques and Failures for 4.1.2</a>  <a href="#">Understanding Success Criterion for 4.1.2</a></p>		
<p><b>4.1.3 Status Messages</b>  <b>Level AA(Added in 2.1)</b>—In content implemented using markup languages, status messages can be programmatically determined through role or properties such that they can be presented to the user by assistive technologies without receiving focus.</p> <p><a href="#">Techniques and Failures for 4.1.3</a>  <a href="#">Understanding Success Criterion for 4.1.3</a></p>		

**ATTACHMENT K**

**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:

**Section 1:**

**Student Materials and Digital Subscription – 2 Years**

Column	A	B	C	D	E	F	G
Grade	Number of Students	Cost of Textbook & Digital License (Each)	Subtotal – Multiply Column A and Column B	Cost of Consumables & Digital License (Each)	Subtotal – Multiply Column A and Column D	Gratis Materials (Dollar Value)	Total (Subtotal Cost of Materials less Gratis Materials)
6	2696						
7	2854						
8	2897						
9	3213						
10	2927						
<b>Grand Total Grades 6-10 (2 Year Contract)</b>							

**Teacher Materials**

Grade	Number of Teachers	Subtotal - Cost of Materials (Each Cost X Number of Teachers)	Gratis Materials (Dollar Value)	Subtotal (Cost of Materials less Gratis Materials)
6	53			
7	54			
8	32			
9	43			
10	43			
<b>Grand Total Teacher Materials</b>				

Estimated Total Shipping & Handling Cost for Section 1: \_\_\_\_\_



**Section 2:**

**Student Materials and Digital Subscription – 4 Years**

Column	A	B	C	D	E	F	G
Grade	Number of Students	Cost of Textbook & Digital License (Each)	Subtotal – Multiply Column A and Column B	Cost of Consumables & Digital License (Each)	Subtotal – Multiply Column A and Column D	Gratis Materials (Dollar Value)	Total (Subtotal Cost of Materials less Gratis Materials)
6	2696						
7	2854						
8	2897						
9	3213						
10	2927						
<b>Grand Total Grades 6-10 (4 Year Contract)</b>							

**Teacher Materials**

Grade	Number of Teachers	Subtotal - Cost of Materials (Each Cost X Number of Teachers)	Gratis Materials (Dollar Value)	Subtotal (Cost of Materials less Gratis Materials)
6	53			
7	54			
8	32			
9	43			
10	43			
<b>Grand Total Teacher Materials</b>				

Estimated Total Shipping & Handling Cost for Section 2: \_\_\_\_\_

**Section 3:**

**Student Materials and Digital Subscription – 6 Years**

Column	A	B	C	D	E	F	G
Grade	Number of Students	Cost of Textbook & Digital License (Each)	Subtotal – Multiply Column A and Column B	Cost of Consumables & Digital License (Each)	Subtotal – Multiply Column A and Column D	Gratis Materials (Dollar Value)	Total (Subtotal Cost of Materials less Gratis Materials)
6	2696						
7	2854						
8	2897						
9	3213						
10	2927						
<b>Grand Total Grades 6-10 (6 Year Contract)</b>							

**Teacher Materials**

Grade	Number of Teachers	Subtotal - Cost of Materials (Each Cost X Number of Teachers)	Gratis Materials (Dollar Value)	Subtotal (Cost of Materials less Gratis Materials)
6	53			
7	54			
8	32			
9	43			
10	43			
<b>Grand Total Teacher Materials</b>				

Estimated Total Shipping & Handling Cost for Section 3: \_\_\_\_\_

**Section 4:**

Professional Development

	Quantity (In Hours)	Cost	Gratis Services (Dollar Value)	Subtotal (Cost of less Gratis Services)
Professional Development – Year 1				
Professional Development – Year 2				
Professional Development – Year 3				
Professional Development – Year 4				
Professional Development – Year 5				
Professional Development – Year 6				

**Additional Costs Associated:**

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