



Office of Purchasing  
10910 Clarksville Pike  
Ellicott City, Maryland 21042  
(410) 313-6600, fax (410) 313-6789

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March 23, 2015

To All Interested Temporary Personnel Firms:

The Howard County Public School System (HCPSS) invites your submittals to provide temporary staffing to schools throughout the Howard County Public School System as specified in the attached Request for Proposals (RFP) No. 054.15.B1. Submittals shall be accepted at the Howard County Department of Education, Purchasing Office, 10910 Clarksville Pike, Ellicott City, Maryland 21042, until **3:00 p.m. April 22, 2015**.

Late submittals will not be considered. It is the responsibility of each Offeror to ensure that its submittal is delivered to the proper place prior to the scheduled closing date and time.

Copies of the Request for Proposal may be obtained by contacting the Purchasing Office at the address above or by calling (410) 313-6722. Copies of the RFP may also be obtained from the HCPSS website at [www.hcpss.org/purchasing](http://www.hcpss.org/purchasing). Offerors obtaining the RFP from the website are encouraged to review that website frequently to learn of any changes that may be made in the RFP.

A pre-submission conference will be held **April 9, 2015 at 11:00 a.m.** at the Department of Education, 10910 Clarksville Pike (MD Route 108), Ellicott City, MD 21042. Howard County Public School System staff will explain the scope of work and answer questions that will assist in the preparation of submittals. Attendance is not mandatory; however, it is strongly encouraged. In order to assure adequate space, Offerors interested in attending the pre-submission conference should advise the Purchasing Office of the number of persons who will represent their firm no less than 48 hours prior to the conference. For those interested in participating in the conference, but are unable to attend, a telephone call-in will be provided. Please call 866 822-3851, pass code 9088769 to join the meeting.

The Howard County Public School System reserves the right to reject in whole or in part any or all submittals.

Sincerely,

A handwritten signature in cursive script that reads "D Pindell".

Douglas Pindell  
Director of Purchasing

**REQUEST FOR PROPOSALS**  
**FOR**  
**TEMPORARY STAFFING SERVICES**

**RFP No. 054.15.B1**

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

March 27, 2015

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## **PART I GENERAL INFORMATION**

### **1.1 Purpose**

The Howard County Public School System (HCPSS) provides temporary personnel for schools, programs, and or students as authorized through the Department of Special Education (DSE). Temporary personnel assist students who have moderate to severe cognitive, medical, physical, and or behavioral disabilities with the demands of academic tasks or functional skills.

Temporary personnel are employed to support students with disabilities in accessing the learning environment in support of the vision, beliefs, mission and goals of the HCPSS. In this way the following goals are achieved:

- \* Ensure that each student meets or exceeds rigorous performance standards.
- \* Provide a safe, nurturing, and academically stimulating learning environment.
- \* Ensure that diversity and commonality are valued.

The temporary personnel work to:

- \* Consistently implement the student(s) Individualized Education Program (IEP) and/or behavioral support plan as instructed and provided by the student(s) educational team
- \* Support and/or assist the student(s) to become as independent as possible and to display socially acceptable behaviors in the school environment
- \* Ensure the safety of the student and others through appropriate intervention strategies as provided by the HCPSS.

### **1.2 Background**

The school system operates 76 schools with additional office locations in a suburban area. Enrollment is 52,000 students. For more information on the Howard County Public School System, please visit <http://www.hcpss.org/aboutus/>.

Special Education and related services are provided to students with disabilities who meet the requirements of the Individuals with Disabilities Education Act (IDEA). Students who meet the requirements are entitled to a free, appropriate, public education in the least restrictive environment. Preference is given to educating students with disabilities in the general education classroom, as judged appropriate to their needs by the Individualized Education Program (IEP) Team. The number of students who require temporary personnel has increased as more students are being served in comprehensive school settings.

Since 1993, The Howard County Public School System, Department of Special Education, has provided and/or contracted for temporary personnel. Since 1995, DSE has been providing temporary personnel through a contractual agreement available for review upon request.

### **1.3 Obligations of HCPSS**

The school system shall pay no costs or other amounts incurred by any entity in responding to this RFP or prior to the effective date of the contract entered into for the services provided. The school system reserves the right to reject any or all submitted responses. All submittals will become a part of the school system official procurement files, and will be available for public inspection.

### **1.4 Respondent Obligations**

Qualified Contractors are invited to submit responses in accordance with this RFP. Submittals must address all specifications. The Contractor will be liable, both individually and severally, for the performance of all obligations under the contract, and will not be relieved of non-performance of any subcontractor.

Submittals must identify any subcontractors, and outline the contractual relationship between Contractor and each joint respondent or subcontractor. An individual with authority to bind each proposed subcontractor or joint respondent must sign a statement to the effect that the subcontractor or joint respondent has read and agrees to abide by Contractor's obligations under the Contract. The Contractor's submittals must include originals of these statements.

Contractor will be the sole point of contract responsibility. HCPSS will look solely to Contractor for performance of the contract. Contractor will indemnify and hold harmless HCPSS from any claim asserted by or against Contractor, Contractor's subcontractors or joint respondents.

Although not detailed in this document, HCPSS reserve the right to negotiate a contract amendment with the Contractor for additional services that may be required.

### **1.5 Schedule of Events**

HCPSS currently anticipate that the selection of a Contractor(s) and execution of the Contract(s) will proceed according to the following schedule:

March, 2015	Issuance of RFP
April, 2015	Pre-Submittal Conference (3:00 p.m. local time) and deadline for the submission of written questions – see Invitation Letter for specific date.
April, 2015	Deadline for Submission of responses (3:00 p.m. local time) – see Invitation letter for specific dates. Late submittals will not be considered.
May-June 2015	Contract Execution (or as soon thereafter as practical)
July 1, 2015	Services to begin

The above dates are subject to change.

### **1.6 Contact**

Questions concerning this RFP must be in writing and addressed to Douglas Pindell, Director of Purchasing. Upon issuance of this RFP, other employees and representatives of HCPSS will not answer questions or otherwise discuss the contents of this RFP with any potential

respondents or their representatives. Failure to observe this restriction may result in disqualification of any subsequent submittal. This restriction does not preclude discussions unrelated to this RFP.

### **1.7 Respondent Understanding of RFP**

By submitting a signed submittal, a respondent represents that it fully understands this RFP and will abide by its terms and conditions, including those appearing as Appendix A to this RFP and the HCPSS Standard Contract that appears as Appendix B to this RFP. No exceptions, amendments, or deviations from this RFP will be allowed in any submittals unless agreed to in writing and raised by the Contractor prior to or during the pre-submittal conference. Unauthorized exceptions, amendments, or deviations in the response may result in disqualification of the submittal.

### **1.8 Deadline for Submission of Responses**

**To be considered, submittals must be received in the issuing office the date and time specified.**

### **1.9 Right to Amend, Modify or Withdraw RFP**

HCPSS reserves the right, in their sole discretion, to amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a Contract, if it is in the best interest of HCPSS to do so. The decision of HCPSS shall be administratively final in this regard.

### **1.10 Issuing Office**

HCPSS is the Issuing Office and the sole point of contact for the RFP. HCPSS is the only office authorized to clarify, modify, amend, alter, or withdraw the specifications, terms, and conditions of this RFP and any contract awarded as a result of this RFP. **All communications concerning this procurement must be in writing and addressed to:**

Douglas Pindell, Director of Purchasing  
Howard County Public School System  
10910 Clarksville Pike, Ellicott City, Maryland 21042  
Phone: 410 313-6722 Fax: 410 313-6789 email: dpindell@hcpss.org

Written questions must be received prior to or no later than the pre-submittal conference. HCPSS will make every effort to provide a timely, written response to questions.

### **1.11 Open Records**

Following the award and execution of the Contract, responses to this RFP are subject to release as public information unless HCPSS has determined that parts of the submittal are confidential. It is recommended that respondents consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information.

If a respondent believes that a submittal or parts of a submittal is confidential, then respondent must so specify. Respondent must stamp, in bold red letters, the term **“CONFIDENTIAL”** on that part of the submittal that it believes to be confidential. Respondent must submit in writing specific detailed reasons, including any relevant legal

authority, stating why it believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. All submittals and parts of submittals that are not marked as confidential will be automatically considered public information after the Contract is awarded and fully executed. The successful submittal may be considered public information even though parts are marked confidential.

Copyrighted submittals are unacceptable and will be disqualified as non-responsive. All submittals become the property of HCPSS.

Offerors are requested to submit one redacted electronic copy of their submittal for the purposes of Freedom of Information Requests. It is understood that this copy may be made available to any requesting party without prior consent or approval from the originator.

### **1.12 Written Questions and Official Responses**

If an Offeror discovers any ambiguities, conflicts, discrepancies, exclusionary specifications, omissions, or other errors in this RFP, Offeror must immediately notify the Issuing Office. If an Offeror fails to so notify the Issuing Office, such Offeror submits a response at its own risk and under such conditions. If such Offeror is awarded a contract, then it is not entitled to additional compensation, relief, or time by reason of the error or its later correction.

### **1.13 Time**

The times stated in this document refer to the Eastern Time Zone. Unless otherwise stated in this document, the applicable time deadline will be 3:00 p.m. on the date specified.

HCPSS' regular office hours are 8:30 a.m. to 4:30 p.m., Monday through Friday, except for holidays.

### **1.14 Copies**

Offerors must submit one (1) signed original, three (3) copies of their submittals and one redacted electronic copy. Offerors must include copies of respondents' cost proposals in their submittal.

## PART II SUBMITTAL FORMAT

### 2.1 Introduction

Submittals must be organized as described in Section 2.2 below. Submittals not organized in this manner are subject to disqualification. Conciseness and clarity of content are emphasized and encouraged. Vague and general submittals will be considered non-responsive and disqualified. Submittals must be complete; failure to include all required information may result in disqualification. Submittal pages must be numbered and contain an organized, paginated table of contents corresponding to the sections and pages of the submittal.

### 2.2 General Organization of Submittal Contents

Submittals must be organized as follows:

- a. Transmittal Letter
- b. Executive Summary
- c. Table of Contents
- d. Submittal Information
- e. Cost Proposal (See Appendix C)
- f. Affirmative Action Certification

### 2.3 Transmittal Letter

Offerors must submit with their submittals a transmittal letter that identifies the entity submitting their Proposal, all principals, and includes a commitment by that entity to provide the services required by HCPSS. The transmittal letter must state that the submittal is valid for **120 days from the deadline for delivery of submittals. Any submittal containing a term of less than 120 days for acceptance from this deadline will be rejected as non-responsive.**

The transmittal letter must be signed by a person legally authorized to bind the Offeror to the representations in the response. In the case of a joint submittal, each party must sign the transmittal letter. The Offeror also must indicate, in its transmittal letter, why it believes it is the most qualified respondent to provide the requisite services.

The transmittal letter must include a statement of acceptance of the terms and conditions as specified in Appendix A of this RFP and of the contract resulting from this RFP (a copy of the HCPSS Standard Contract appears as Appendix B. If an Offeror takes exception to any of the proposed terms and conditions stated in Appendix A or the Standard Contract that appears as Appendix B of this RFP; those exceptions must be noted in the transmittal letter; however, failure to accept those terms and conditions may result in disqualification of the submittal. Offerors are encouraged to submit any questions with regard to terms and conditions and the Standard Contract prior to the deadline of this RFP for the submission of questions.

### 2.4 Executive Summary

Offerors must provide an executive summary of their submittals and represent that Offerors' submittals address all of the requirements of this RFP. The executive summary must not

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

## **2.5 Table of Contents**

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

## **2.6 Respondent Identifying Information**

Each Offeror must provide the following identifying information:

- a. name and address of business entity submitting the submittal;
- b. all principals;
- c. type of business entity (i.e., corporation, partnership);
- d. state of incorporation or organization and principal place of business;
- e. name and location of major offices, plants, and other facilities that relate to Offeror's performance under this RFP;
- f. name, address, business and home telephone number, and fax number of Offeror's principal contact person regarding the Contract;
- g. Offeror's Federal Employer Identification Number; and
- h. Statement regarding the Agency's ability to comply with the requirements outlined in the Exhibits and other requirements listed in this RFP
- i. Statement of financial stability of Offeror, including the ability of respondent to perform the requisite services and additional services included in its response. The most recent audited financial statement of the respondent's organization may be requested by HCPSS.

### **2.6.1 Subcontracting Information**

This section refers to the opportunities of the Offeror to utilize other firms to provide non-direct services such as uniform rental, supplies or other outsourced services. Offeror must include a plan of how such subcontracted services will be utilized.

### **2.6.2 Equal Employment Opportunity Practices**

HCPSS is committed to assisting firms that are majority owned by minorities and women. Offerors must state in its submittal whether it is majority owned by minorities and/or women. Offerors are expected to make every effort to meet or exceed the goal of 25 percent participation by organizations majority owned by Native American/Alaskans, Asian/Pacific Islanders, Blacks, Hispanics, persons with disabilities, and/or women as certified by the Maryland Department of Transportation, the certifying agency in Maryland.

### **2.6.3 Conflict of Interest**

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

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

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

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

By submitting a submittal the respondent agrees that, if selected, the Contractor will be independent and not be unduly influenced by any group or individuals, public or private, to include the HCPSS, Maryland State Department of Education, Maryland State Government, or any of its respective employees, members, or representatives.

### **2.7 Submittal Requirements**

Please refer to Part III, below.

### **2.8 Cost Proposal**

Please refer to Section 4.2 and Appendix C, below.

**PART III  
SUBMITTAL AND CONTRACT REQUIREMENTS**

**3.1 Technical Response**

The Contractor should prepare their response to the Request for Proposal as described below. For rating purposes the submittal will be evaluated for the following distinct parts.

**A. Qualifications**

1. Contractor's name, address, phone number, and contact person.
2. Statement of the Contractor's experience in the provision of the specified personnel.
3. Copies of license(s) to conduct business in the State of Maryland.
4. Three letters of professional reference.
5. List of agencies with whom the provider has worked and the nature of the relationship.
6. Evidence that the Contractor has successfully provided temporary personnel experienced in working with students with disabilities, ages 3-21.
7. List of professional memberships and/or affiliations.
8. Certification that the Contractor is not listed on the System for Award Management (SAM) under the Excluded Parties Listing System (EPLS) federal registry.

**B. Service Description**

1. Statement of the philosophy and objectives of the agency.
2. Copy of policies, handbooks, or other materials given to employees at the time of employment.
3. Statement of temporary employee requirements, skill preferences, and other desirable characteristics sought by the Contractor.
4. Temporary employee evaluation forms to be used by the Contractor.
5. Plans for staff recruitment.
6. Plans to provide a substitute when the temporary personnel worker will be absent for 3 or more days.
7. Plan for supervision of temporary personnel.
8. Outline of contents of quarterly reports.
9. Plans for evaluation of the service to the HCPSS.

**C. Business Plan**

1. Description of plan of operation which includes coordination between the Contractor and the HCPSS, Department of Special Education, and the school to which the temporary employee will be assigned.
2. Description of job descriptions used by the Contractor.
3. Temporary personnel policies.
4. Timeline for start up.
5. Statement of proposed insurance coverage. See attached Mandatory Insurance Requirements.
6. Plan for collection of time sheets from temporary personnel on a consistent and timely basis.
7. Plan for submission of invoices to the Howard County Public School System, Department of Special Education on a weekly basis.

#### **D. Financial Capability**

1. List any affiliated organizations, name, address, relationship, and officers.
2. Provide most recent audit or certified financial statements. If Contractor's agency is more than 6 months old, provide recent operating statement.
3. List funds available to the agency:
  - a. in banks. Include bank name, address, phone number and amount.
  - b. by loans. Include service, address, phone number, and amount.
  - c. by sale of assets. Include description, market value, and amount of mortgages or liens.
  - d. other. Please describe.
4. Provide list of bank references.
5. If the Contractor or any affiliate has declared bankruptcy within the past ten years, give the date, place, and under what name.
6. Provide a response to the following: Does any member of the Howard County Public School System or any officer or employee who exercises any functions or responsibilities in connection with the Request for Proposal have any direct or indirect personal interest in the provider? Provider may attach any additional material as evidence of financial capability.

NOTE: Any material submitted which is considered confidential shall be so noted.

#### **E. Cost/Fee Structure**

1. Contractors shall submit a fee structure utilizing the Proposal Total Sheet – **Appendix D.**

#### **F. Statutory Affidavit and Non-Collusion Certification (Appendix E).**

### **3.2. Computer Capabilities**

Identify knowledge and experience with various types and levels of computer programs.

### **3.3 Financial Information**

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

### **3.4 Tasks to be Performed/Vendor Requirements**

#### **A. Description of Services**

Teachers are directly responsible for students, however, temporary personnel workers are employed to assist the teachers in providing appropriate educational programs for students with moderate to severe disabilities. The student's IEP, approved by the IEP team, defines the student's needs, and, when coupled with school resources, may dictate the need for a temporary personnel worker for a portion or all of the school day. The duties of temporary personnel may include:

- \* Implementing instructional plans designed by professional staff
- \* Facilitating student learning by implementing IEP adaptations and modifications which may include the use of assistive technology and adapted equipment
- \* Actively supporting and facilitating student independence and participation in the educational program
- \* Implementing behavioral support plans for students
- \* Collecting data on goals and objectives and behavioral support plans
- \* Communicating progress or concerns on a daily basis to the teacher or other professional who is directing Temporary Employee's work
- \* Monitoring and facilitating student performance during activities such as lunch, recess, assemblies, breaks, transitions, etc.
- \* Facilitating the student's communication and social interaction throughout the day
- \* Feeding the student or assisting the student in developing feeding skills
- \* Assisting the student with physical demands by lifting, positioning, placing the student in support devices, and transferring students from wheelchairs for toileting and position changes
- \* Assisting or changing the student during toileting activities
- \* Assisting the student in developing personal hygiene skills
- \* Escorting the student to and from areas in and outside the building
- \* Promoting an attitude of dignity and self-worth in the student
- \* Attending pre-service and in-service training activities as directed

In addition to the above, there are specific expectations required of the temporary personnel worker. These are:

- \* Report to the school at the designated time
- \* Notify appropriate school staff and the contractual agency twenty-four hours prior to any planned absence or as soon as possible in an emergency situation
- \* File time sheets accurately and on time.

## **B. Contractor Requirements**

The terms of this agreement shall commence on July 1, 2015, and shall terminate on June 30, 2016; however, HCPSS will have the option to continue the agreement for four additional one year periods. Either party may terminate the agreement on a 30-day written notice to the other party.

This agreement shall be administered by the Superintendent or his designee. Contractor shall designate an individual having authority to act on behalf of the Contractor. A list of school system personnel authorized by the superintendent/designee to request Contractor's services will be transmitted in a timely manner. Signatures of authorizing personnel will be provided to the Contractor for verification purposes.

The Contractor will provide temporary personnel for schools, programs, classes, and/or students. The Contractor will utilize and verify that all available means to obtain employees for the services requested are being used. The Contractor agrees to reassign personnel subject to performance standards. The superintendent/designee shall make the final determination concerning the acceptance of continued assignment of any employee assigned to the school system.

The Contractor, under this agreement, will ensure that employees are employees of the Contractor, not the Board of Education of Howard County.

The Contractor and all employees of the Contractor shall adhere to all policies, regulations, procedures and directives of the Board of Education and/or superintendent/designee as described in the "Guidelines for Temporary Personnel."

The Contractor will provide for any and all required employee payroll deductions, including, but not limited to, social security (FICA), unemployment insurance, worker's compensation insurance, professional liability insurance and other required and/or optional deductions and/or benefits including any provisions regarding leave.

The Contractor agrees to hold harmless the School System, its employees, and agents from any liability and costs associated with property damage, injury, and/or death as a result of any action by personnel provided by the Contractor. Contractor shall provide evidence of general liability insurance which covers Contractor and Contractor's personnel in the amount of \$500,000 and which names the Board of Education of Howard County as the additional insured.

The Contractor will provide for criminal background investigations for Contractor's employees as prescribed by the Maryland Statute. Contractor agrees not to employ for assignment in a school system building or program any person not meeting minimum requirements of the criminal background investigation statute. The criminal background investigations shall be made available to the Superintendent/designee upon request.

The Contractor will issue invoices on a weekly basis in a format prescribed by the Superintendent/designee. The payment/checks will be processed in a timely manner.

The Contractor will provide quarterly attendance reports or other reports as requested by the Superintendent/designee.

The Contractor agrees to enter into an Agreement with the Board of Education of Howard County agreeing to the provisions of the RFP.

Contractor agrees to perform the work and services required under this Agreement in accordance with RFP #054.15.B1, whose provisions for professional services are incorporated herein by reference. Contractor shall diligently ensure compliance with the criminal background requirement for employees assigned to the work under this agreement. Background investigations include a criminal records history check through the employee's State criminal records repository via submission of the employee's ten-print fingerprint card. The Board of Education reserves the right to require verification of the criminal records check and State reply upon request. Results must be returned to the employer by the State agency must be delivered to the Board of Education within 72 hours of receipt by Contractor or within 72 hours of request.

### **C. Howard County Public School System Supplied Services**

HCPSS, Department of Special Education, will provide pre-service and in-service training to temporary personnel. Training may focus on behavior management

techniques, instructional strategies, positioning, toileting, or assisting in functional living skills. Approval for pay for training hours must be obtained through the Service Coordinator from the DSE.

Temporary personnel shall report to the building principal, teacher assigned to the student, and/or other school system employees designated by the Superintendent/designee. One professional will be designated as the primary contact. A school calendar will be given to each temporary personnel.

Temporary personnel are not to communicate directly with parents unless approved by teacher and/or administrator. Communication of information to parents or teams members will be conducted by the teacher.

HCPSS will provide transportation to students who require temporary personnel. Temporary personnel are not permitted to transport students. Temporary personnel will not wear items or carry items with them that will attract the student's attention and become a focal point for disruption. All items, as described, will be locked in a secure place as designated by the principal/designee.

#### **D. Guidelines for Temporary Personnel**

Temporary personnel may not be assigned to work with children who are immediate family members. Although the temporary employee may be assigned to more than one child, this does not preclude their working with other children as assigned.

Temporary personnel must arrive promptly at the specified starting time. The amount of hours to be worked each day shall be approved through the DSE. A half-hour duty free lunch-time will be provided for full time temporary personnel but will be non-paid unless other arrangements have been approved.

Temporary personnel will not be paid for hours beyond the approved work day without prior approval of the DSE instructional facilitator and/or school principal. This includes activities such as department meetings, staff meetings, IEP Team Committee meetings or field trips which extend past the regular work day.

Temporary personnel will communicate information and observations regarding the student to his/her teacher. Further communication of information to other team members and parents will be completed by the teacher or principal.

Arrangements must be made with the principal/designee to notify the temporary personnel in a timely manner when the student is absent or the temporary personnel are not required. In the event that the assigned student is absent, the temporary personnel should be reassigned to work with other students as appropriate.

Temporary personnel shall not report to the work site when schools are closed for snow or other emergencies. If schools are delayed the temporary personnel will report according to the announced delay and/or their specified hours. In case of school closure, late opening, or early dismissal due to inclement weather, reimbursement will not be provided.

Temporary personnel shall adhere to all policies, regulations, procedures, and directives of the Board of Education and/or superintendent/designee. The policies and procedures will be provided to the Contractor and include:

Abuse of Alcohol and Other Non-controlled Substances by Employees (Policy 1412, Regulations 1412-R and 1413-R, and Implementation Procedures 1412-PR and 1413-PR)

Tobacco-Free Environment (Policy 1417 and Regulations 1417-R)

Professional Responsibility of Employees (Policy 1420, Regulations 1420-R and Implementation Procedure 1420 PR)

Human Relations (Policy 1811, Regulations 1811 R, and Implementation Procedures 1811-PR)

Corporal Punishment (Policy 3436 and Regulations 3436-R)

Confidentiality of Students Records (Policy 3611, Regulations 3611-R and Implementation Procedures 3611-PR)

Physical Abuse, Sexual Abuse, and Neglect (Policy 3711, Regulations 3711-R, and Implementation Procedures 3711-PR)

Control of Communicable Diseases and Bloodborne Pathogens (Policy 4112 and 4113)

Sexual Harassment (Policy 1815, Regulations 1815-R, and Implementation Procedures 1815-PR)

Violence and School Safety (Policy 3445, Regulations 3445-R, and Implementation Procedures 3445-PR)

**3.5 This section is blank**

**3.6 This section is blank**

### **3.7 Insurance**

3.7.1. The Service Provider shall not commence services until the Service Provider has obtained at the Service Provider's own expense all of the insurance as required hereunder and such insurance has been approved by the Board. Approval of insurance required of the Service 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.

- A. Insurance as required hereunder shall be in force throughout the term of the Contract and for two years after final payment by Board for services rendered under this Contract in accordance with the insurance requirements below. 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 and for two years after final payment by Board for services rendered under this Contract.
- B. The Service Provider shall require all Subcontractors to maintain during the term of the Contract all insurance or its equivalent to the same extent required of the Service Provider herein unless any such requirement is expressly waived or amended by the Board in writing. The Service Provider shall not allow any Subcontractor to commence services on any subcontract until all insurance required of the Subcontractor has been so obtained and approved by the Service Provider. The Service Provider shall furnish Subcontractors' certificates of insurance to the Board immediately upon request.

- C. 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.
- D. 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.
- E. No acceptance and/or approval of any insurance by the Board shall be construed as relieving or excusing the Service Provider from any liability or obligation imposed upon the Service Provider by the provisions of this Contract.
- F. If the Service Provider does not meet the insurance requirements of this Contract, the Service Provider 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 Service Provider must comply with the insurance requirements as specified in this Contract.
- G. 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.
- H. Any deductibles or retentions in excess of \$10,000 shall be disclosed by the Service Provider, and are subject to Board's written approval. Any deductible or retention amounts elected by the Service Provider or imposed by the Service Provider's insurer(s) shall be the sole responsibility of the Service Provider.
- I. Any and all return premiums and/or dividends for insurance or coverage directly charged to the Board by the Service Provider in connection with this Contract shall belong to and be payable to the Board.
- J. If the Board is damaged by the failure or neglect of the Service Provider to purchase and maintain insurance as described and required herein, without so notifying the Board, then the Service Provider shall bear all reasonable costs properly attributable thereto.

### 3.7.2. Service Provider's Liability Insurance

The Service Provider shall purchase and maintain the following insurance coverages which shall be written for not less than the limits specified below or required by law, whichever is greater.

- A. 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 advertising injury;  
\$ 2,000,000 general aggregate; and  
\$ 1,000,000 products/completed operations aggregate.

This insurance shall include coverage for all of the following:

- i. Liability arising from premises and operations;
- ii. Liability arising from the actions of independent contractors;
- iii. Liability arising from products and completed operations;
- iv. Contractual liability including protection for the Service Provider from bodily injury and property damage claims arising out of liability assumed under this Contract; and
- v. Liability arising from injury to patients when caused by other than medical malpractice.

B. 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, hired and non-owned autos only); and
- ii. Automobile contractual liability.

C. 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.

If the Service Provider is an individual or sole proprietor operating without workers compensation coverage, personal health insurance or its equivalent.

D. Service Provider's medical professional liability (or errors or omissions liability) insurance or its equivalent with limits totaling at a minimum:

\$ 3,000,000 each person or claim; and  
\$ 3,000,000 annual aggregate.

E. Individual medical professional liability insurance or its equivalent for the individual professionals arranged by the Service Provider to provide medical services under this Contract with minimum limits of:

\$ 1,000,000 each person or claim; and  
\$ 3,000,000 annual aggregate.

F. Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:

(\$ 2,000,000) per occurrence;  
(\$ 2,000,000) aggregate for other than products/completed operations and auto liability; and

(\$ 2,000,000) 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. Employer's liability.

3.7.3. The Board of Education of Howard County and the Board's elected and appointed officials, officers, consultants, agents and employees shall be named as additional insured on the Service Provider's commercial general liability insurance and the umbrella excess liability or excess liability policies, if required herein, with respect to liability arising out of the services provided under this Contract by Service Provider.

**Special Note: 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 entitled "Additional Insured - Designated Person or Organization" or a manuscript endorsement with the above wording is required.**

- A. Insurance or self-insurance provided to the Board and Board's elected and appointed officials, officers, consultants, agents and employees under any Service Provider's liability insurance or 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 Service Provider's liability insurance policies required herein.)
- B. Insurance or self-insurance provided to the Board and Board's elected and appointed officials, officers, consultants, agents and employees as specified herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the Board and Board's elected and appointed officials, officers, consultants, agents and employees shall be excess of and non-contributory with insurance or self-insurance provided to the Board and Board's elected and appointed officials, officers, consultants, agents and employees as specified herein.
- C. If any liability insurance purchased by the Service Provider has been issued on a "claims made" basis, the Service Provider must agree to comply with the following additional conditions:
  - i. The Service Provider shall maintain each such "claims made" coverage and shall provide certificate(s) of insurance evidencing each such "claims made" coverage for a period of two years after final payment for services rendered under the Contract. Such certificate(s) shall evidence a retroactive date no later than the beginning of the services provided under this Contract; **or**
  - ii. The Service Provider shall purchase an extended (minimum two years) reporting period endorsement for each such "claims made" policy in force as of the date of final acceptance 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 beginning of the services provided under this Contract.

#### 3.7.4. Indemnification

To the fullest extent permitted by law, Service Provider agrees to defend, indemnify, pay on behalf of, and save harmless the Board of Education of Howard 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 Service Provider under this Contract.

#### 3.7.5. Waiver of Subrogation

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

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

Service Provider hereby acknowledges its status as an independent contractor while performing services on behalf on the Board and that the Board's workers compensation coverage or self-insurance is not intended to and will not respond to cover any medical or indemnity loss arising out of injury to the Service Provider or its employees during the Service Provider's performance of services for the Board. To the fullest extent permitted by law, the Service Provider specifically waives any right of recovery against the board and its elected and appointed officials, officers, volunteers, agents and employees for personal injury (and any resulting loss of income) suffered during the performance of services as an independent contractor for the Board. Such waiver shall apply regardless of the cause of origin of the injury, loss or damage, including the negligence of the Board and its elected and appointed officials, officers, volunteers, agents and employees. The Service Provider shall advise its insurers of the foregoing.

#### 3.7.7. Damage to Property of the Service Provider and its Invitees

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

### **3.8 Data Sources**

HCPSS shall provide the successful Offeror all available data possessed by the school system that relates to this contract. However, the successful Offeror is responsible for all costs for acquiring other data or processing, analyzing or evaluating County data.

### **3.9 General Provisions**

3.9.1 HCPSS and the awarded vendor agree to the following conditions:

- 3.9.1.1 To render services in accordance with laws, professional ethics and standards of practice promulgated by relevant licensing boards and professional organizations.
- 3.9.1.3 To directly and immediately bring contract/personnel quality assurance concerns to the attention of each agency's administration prior to any discussion with either agency's staff.
- 3.9.1.5 No Agency may be utilized by the HCPSS that are listed on the federal government's "Excluded Parties List System" (EPLS) of suspended or debarred entities at any during the contract term. This is a requirement of OMB Circular A-133 Compliance Supplement.

### **3.10 Changes**

- 3.10.1 HCPSS may, at any time, by written order, require changes in the services to be performed by the successful Offeror. If such changes cause an increase or decrease in the successful Offerors cost of, or time required for, performance of any services under this contract, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. The Purchasing Officer must approve all work that is beyond the scope of this Request for Proposal.
- 3.10.2 No services for which an additional cost or fee shall be charged by the successful Offeror shall be furnished without the prior written authorization of the Purchasing Officer.

### **3.11 Blank**

### **3.12 Americans with Disabilities Act Requirements:**

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

### 3.13 Price Adjustments

1. Pricing is firm for the first year after award of a contract. Thereafter, annual price adjustments will be considered. The Howard County Public School System will consider adjustments based on the following conditions:
  - Labor rates based upon federal minimum wage increases and decreases in the Consumer Price Index (CPI-W), Baltimore Region, as published by the Bureau of Labor Standards (increases above a 10% cap will not be considered). Adjustments will be calculated by comparing the current index with the previous index available when contract was established so as to determine the change in index points. The point change will then be divided by the price index to obtain the percentage of change. The percentage of change will then be multiplied by .75 to obtain the adjustment to be applied to the current prices.
  - In order to receive consideration for a price increase, the contractor must submit to The Howard County Public School System 90 days prior to contract expiration, a statement of any change in price to be applied.
  - Price increase requests will not be considered if not accompanied with the proper information.

### 3.14 Optional Use of Contract

1. The Howard County Public School System may extend the terms, conditions, and prices of this contract to the Howard County government, Howard County library, the Howard Community College, The University System of Maryland and Affiliated Institutions, other State of Maryland public, private and parochial schools and to those jurisdictions who are members of the Baltimore Regional Cooperative Purchasing Committee (BRCPC), a standing committee of the Baltimore Metropolitan Council (BMC). Each of the agencies shall issue their own purchasing documents. The Howard County Public School System assumes no obligation on behalf of these agencies.
2. The Howard County Public School System shall not be a party to any contract entered into by any of the agencies under this paragraph, and shall have no duties toward the agencies or the vendor.

**PART IV  
SUBMITTAL EVALUATION AND SELECTION PROCESS**

**4.1 Introduction**

This Part details the submittal evaluation and selection process and the mandatory format for submission of the cost portion of submittals (“cost proposals”).

**4.2 Cost Proposal**

The respondent must utilize the format provided in Appendix C in submitting a cost proposal in response to this RFP. The cost proposal must be included in each copy of the submittal. Any re-worked version of Appendix C that is intended to be a substitute for Appendix C, that is provided by a respondent may be determined as non-responsive, and may result in the submittal’s disqualification.

Respondent must include in its cost proposal all travel and accommodation expenses associated with travel, and all other out-of-pocket expenses required under this contract. All such costs will be at the expense of Contractor.

**4.3 Submittal Evaluation and Selection**

The HCPSS will evaluate submittals on the basis set forth in this section. A contract may be awarded the Contractor whose submittal best meets HCPSS requirements and needs at the time of the award. HCPSS reserves the right to extend the scope of work and terms and conditions to additional firms as the need occurs.

Submittals shall comprehensively address all of the desired services outlined in the Request for Proposal and shall demonstrate the successful performance of similar contracts by the Contractor making the submittal, and shall offer the most cost effective submittal for the desired services. Resumes of staff anticipated to be assigned to HCPSS must be included. If no staff identified, then representations of the typical nurse to be assigned must be included.

The Committee will use the following criteria and weighing in preparing its technical evaluation of each qualifying submittal as follows:

A.	Qualifications	10
B.	Service Description	35
C.	Business Plan	15
D.	Financial Capability	10
E.	Costs	30

## **PART V PAYMENTS**

### **5.1 Payments**

HCPSS will make every effort to pay the Contractor within thirty (30) days of acceptance of all deliverables associated with each invoice. Notwithstanding any other provision of this RFP, all invoices must be accompanied with documentation that details the number of hours expended and nature of work performed by Contractor's personnel and subcontractor staff in the performance of work under the Contract and reference an encumbering approved purchasing order issued by HCPSS.

**APPENDIX A**  
**GENERAL PROVISIONS**

I. CONTRACT AWARD

Any award to furnish services to The Howard County Public School System (referred to as "HCPSS") shall include, in whole or in part, either attached or incorporated by reference, binding in all respects, these provisions.

II. 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:

- Specifications
- Terms and Conditions
- General Provisions for Professional Services

III. WAIVER OF RIGHT TO BID ON OTHER CONTRACTS

The Contractor agrees that it and its parent, its affiliates and subsidiaries, if any, waive the right to bid on any procurement contracts, of any tier, resulting from the services to be provided under this agreement.

IV. PUBLIC INFORMATION ACT NOTICE

Offerors should give specific attention to the identification of those portions of their submittals 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 HCPSS. Blanket requests for the entire submittal to be held confidential will not be accepted.

HCPSS shall determine, in their sole discretion, which (if any) portions of the Offeror's submittals shall be confidential.

V. INITIATION OF WORK

The Contractor shall not commence performance of the services until it receives a formal written notice of award from HCPSS.

VI. RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Contractor shall be responsible for any personnel injury, loss of life, and damage to or loss of property arising from or related to Contractor's activities or those of its subcontractors, agents, or employees in connection with the services required under this agreement. The Contractor shall indemnify and save harmless HCPSS, its elected officials, officers, agents and employees from and against all claims, suits, demands, judgments, expenses, actions, damages and costs of every name and description, including but not limited to attorneys fees arising out of or resulting from its negligent or wrongful performance or failure of performance of the services of the Contractor under this agreement or the activities conducted or required

to be conducted by the Contractor under this agreement, including its subcontractors, agents, or employees.

## VII. CHANGES ALTERATIONS, OR MODIFICATIONS IN THE SERVICES

HCPSS shall have the right, at their 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 Contractor or in the contract cost thereof.

If such changes cause an increase or decrease in the Contractor'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 Contractor for adjustment under this clause must be asserted in writing with 30 days from the date of receipt by the Contractor 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.

No services for which an additional cost or fee will be charged by the Contractor shall be furnished without prior written authorization of HCPSS.

## VIII. REMEDIES AND TERMINATION

A. **Termination for Default** - If the Contractor fails to fulfill its obligations under this contract properly and on time, otherwise violates any provision of the contract, HCPSS may terminate the contract by written notice to the Contractor. The notice shall specify the acts of omissions relied on as cause for termination. All finished or unfinished supplies and services provided by the Contractor, shall at HCPSS's option, become HCPSS property. HCPSS shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach.

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

B. **Termination for Convenience of HCPSS** - HCPSS may terminate all or any part of the work required under this contract for the convenience of HCPSS. In the event of such termination, the contract manager shall determine the costs the Contractor has incurred to the date of termination and such reasonable costs associated with the termination. HCPSS shall pay such costs as determined by the contract manager to the Contractor together with reasonable profit reasonably earned by the Contractor to the time of termination but not to include any profit not earned as of the date of termination.

C. **Termination for Breach** – HCPSS may terminate all or any part of the work without cause or justification if the Contractor fails to provide the appropriate staff as required and without proper notification. In addition, offsetting payments may be withheld if HCPSS incurs additional costs over and above the Contractor's contract rates.

E. **Obligations of Contractor upon Termination** - Upon notice of termination as provided in Paragraphs C and D above, the Contractor shall:

1. Take immediate action to orderly discontinue its work and demobilize its work force to minimize the occurrence of costs.
2. Take such action as may be necessary to protect the property of HCPSS, place no further orders or subcontract, assign to HCPSS in the manner and to the extent directed by HCPSS all of the right, title and if ordered by HCPSS possession and interest of Contractor under the orders or subcontracts terminated.
3. Deliver to HCPSS all materials, equipment, data, drawings, specifications, reports, estimates, and such other information accumulated by the Contractor which has been or will be reimbursed under this agreement after taking into account any damages that may be payable to HCPSS. Title to such items shall be transferred to HCPSS.

F. **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.

#### IX. RESPONSIBILITY OF CONTRACTOR

- A. Notwithstanding any review, approval, acceptance, or payment for the services by HCPSS, the Contractor shall be responsible for professional and technical accuracy of its work furnished by the Contractor under this agreement.
- B. HCPSS's 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 Contractor shall be and remain liable to HCPSS in accordance with applicable law for all damages to HCPSS caused by the Contractor's negligent performance of any or the services furnished under this contract.
- C. The rights and remedies of HCPSS provided for under this contract are in addition to any rights and remedies provided by law.

#### X. DISPUTES; GOVERNING LAW

Except as otherwise provided in these contractual documents, any claim, dispute, or other matter in question concerning a question of fact shall initially be referred to the HCPSS contract manager. Any claim, dispute, or other matter in question concerning a question of fact referred to the contract manager that is not disposed of by agreement shall be referred to the purchasing officer, HCPSS, who shall reduce his decision to writing and mail or otherwise furnish a copy to the Contractor. The decision of HCPSS shall be final and conclusive.

The contract shall be governed by the law of the State of Maryland and nothing in this contract shall be interpreted to preclude the parties from seeking, after completion or termination of the agreement, any and all remedies provided by law.

#### XI. EXAMINATION OF RECORDS

The Contractor agrees that the auditor of HCPSS any of their duly authorized representatives shall, until expiration of three years after final payment under this contract, have access to

and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this contract.

XII. DISSEMINATION OF INFORMATION

During the term of this agreement, the Contractor 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 the prior written approval of the HCPSS contract manager.

XIII. NON-HIRING OF EMPLOYEES

No employee of the Board of Education of Howard County or any department, commission, or agency or branch thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contract, shall, while such employee, become or be an employee of the party or parties hereby contracting with said HCPSS, or any department, commission, agency or branch thereof.

XIV. CONTINGENT FEE PROHIBITION

- A. The Contractor warrants that they have not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, to solicit or secure this agreement, and that they have not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this agreement.
- B. For breach or violation of this warranty, HCPSS shall have the right to terminate this agreement without liability, or, at its discretion, to deduct from the contract price or consideration, or percentage, brokerage fee, gift or contingent fee.

XV. COMPLIANCE WITH LAW

The Contractor hereby represents and warrants:

- A. 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.
- B. That 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.
- C. That it 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.
- D. That it shall procure, at its expense, all licenses, permits, insurance, and governmental approval, if any, necessary to the performance of its obligations under this agreement.
- E. 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.

XVI. OWNERSHIP AND USE OF PROGRAM MATERIALS

All materials, including but not limited to training documents, program and software, diagnostic equipment and energy information systems furnished by Contractor to HCPSS in connection to this Program shall remain the property of the School System. No materials will be returned to the Contractor at the end of the contract period including any that are copyrighted. HCPSS shall have the right to continue using all and any control equipment and document materials for as long as the School System desires to do so.

XVII. ADHERENCE TO SCHOOL SYSTEM POLICIES

The Contractor understands that HCPSS shall not be required to act contrary to the School System policies or unreasonably interfere with the School System operations. The Contractor and any Sub-Contractor personnel assigned to this project must be cognizant of School System policies and operating procedures at all times. Health and safety policies and procedures will not be compromised. Proposed programs must not violate or conflict with the School System policies and procedures. Moreover, the Contractor shall be cognizant of federal and state regulations and policies and all proposals and subsequent work shall adhere to known regulations and policies

**APPENDIX B**  
**STANDARD CONTRACT**

## **AGREEMENT FOR PROFESSIONAL SERVICES**

AGREEMENT # 054.15.B1

THIS AGREEMENT is entered into this \_\_\_\_\_ Date, effective as of this date, by and between the Board of Education of Howard County (hereinafter referred to as the "Board") and \_\_\_\_\_ Contractor, (hereinafter referred to as the "Contractor").

### **RECITALS**

WHEREAS, the Contractor submitted a proposal to RFP #054.15.B1 issued by the Board and has been selected to perform professional services in accordance with the terms and conditions expressed in the RFP;

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

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

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

NOW, THEREFORE, in consideration of the promises contained herein and the promises each to the other made, the parties hereby agree as follows:

#### **ARTICLE I - CATEGORY OF WORK AND SERVICES**

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

Request for Proposal to provide Temporary Staffing Services, RFP No. 054.15.B1, dated \_\_\_\_\_, 2015; and \_\_\_\_\_  
(contractor name) proposal dated \_\_\_\_\_, date.

#### **ARTICLE II - TERMS AND CONDITIONS**

Contractor agrees to perform the work and services required under this Agreement in accordance with RFP #054.15.B1, whose provisions for professional services are incorporated herein by reference.

#### **ARTICLE III - TERM OF AGREEMENT**

The term of agreement shall begin on the date above and terminate on June 30, 2016. Contract renewals shall be contingent upon adequate fiscal appropriations as per the RFP. Specific assignments that delineate dates and amount of service shall be defined on the "Agency Services Log" (attachment). The Agency Services Log shall be up dated and sent to the agency, as needed.

ARTICLE IV - PAYMENTS AND SCHEDULE OF PAYMENTS

The Contractor shall receive compensation within 30 days of invoice date.

ARTICLE IV - INSURANCE

The Contractor agrees to and has complied with the insurance requirements set forth in the RFP.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above-written.

BOARD OF EDUCATION OF HOWARD COUNTY

By: \_\_\_\_\_(SEAL)  
Janet Siddiqui, M.D., Chairman  
Board of Education of Howard County

WITNESS:

By: \_\_\_\_\_(SEAL)  
Renee A. Foose, Ed. D., Superintendent  
Howard County Public School System

WITNESS:

By: \_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Address

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

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

**APPENDIX C**

**A. GENERAL INFORMATION**

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

2. Person Responsible for completing this form:

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

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

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

\_\_\_\_\_

\_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

3. The information in this response is binding until \_\_\_\_\_  
(Date)

4. Name and addresses of both service and fiscal representatives (Key Personnel) who would handle this account.

Service Representative: \_\_\_\_\_

\_\_\_\_\_

Fiscal Representative: \_\_\_\_\_

\_\_\_\_\_

# FORM FOR COST PROPOSAL

## Personnel (Including Subcontractor/Consultant) Costs:

1. Start-up budget and operating budget for one year.
2. Nature and schedule of charges to the Howard County Public School System, Department of Special Education, for the provision of temporary personnel workers.
3. Include hourly rate(s) for temporary personnel.

	Hourly Rate
Person A (Name and Qualifications)	_____
Person B (Name and Qualifications)	_____
...	
...	
Person N (Name and Project Title)	

## Other Costs:

Please identify any other costs:

For example:

Agency fees \_\_\_\_\_

Overhead \_\_\_\_\_

APPENDIX D

CERTIFIED MINORITY BUSINESS ENTERPRISE  
UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

**NOTE: You must include this document with your bid or offer. If you do not submit the form with your bid or offer, the procurement officer shall deem your bid non-responsive or your offer not reasonably susceptible of being selected for award.**

\* \* \* \* \*

**Part I.**

I acknowledge the:

- Overall certified MBE subcontract participation goal of 25 %. and
- The subgoals, if applicable, of:
  - 0 % for certified African American-owned businesses and
  - 0 % for certified women-owned businesses.

I have made a good-faith effort to achieve this goal. If awarded the contract, I will continue to attempt to increase MBE participation during the project.

**Part II.**

Check ONE Box

**NOTE: FAILURE TO CHECK ONE OF BOXES 1, 2, or 3 BELOW WILL RENDER A BID NON-RESPONSIVE OR AN OFFER NOT REASONABLY SUSCEPTIBLE OF BEING SELECTED FOR AWARD**

**NOTE: INCONSISTENCY BETWEEN THE ASSERTIONS ON THIS FORM AND THE INFORMATION PROVIDED ON THE *MBE PARTICIPATION SCHEDULE* (ATTACHMENT B) MAY RENDER A BID NON-RESPONSIVE OR AN OFFER NOT REASONABLY SUSCEPTIBLE OF BEING SELECTED FOR AWARD**

1  I have met the overall MBE goal and MBE subgoals for this project. I submit with this Affidavit [Attachment A] the *MBE Participation Schedule* [Attachment B], which details how I will reach that goal.

**or**

2  After having made a good-faith effort to achieve the overall MBE goal and MBE subgoals for this project, I can achieve partial success only. I submit with this Affidavit [Attachment A] the *MBE Participation Schedule* [Attachment B], which details the MBE participation I have achieved.

I request a partial waiver as follows:

- Waiver of overall MBE subcontract participation goal: \_\_\_\_ %
- Waiver of MBE subcontract participation subgoals, if applicable:
  - 0 % for certified African American-owned businesses and
  - 0 % for certified women-owned businesses.

Within 10 days of being informed that I am the apparent awardee, I will submit *MBE Waiver Documentation* [Attachment F] (with supporting documentation).

or

- 3  After having made a good faith effort to achieve the overall MBE goal and MBE subgoals for this project, I am unable to achieve any portion of the goal or subgoals. I submit with this Affidavit [Attachment A] the *MBE Participation Schedule* [Attachment B].

I request a full waiver.

Within 10 days of being informed that I am the apparent awardee, I will submit *MBE Waiver Documentation* [Attachment F] (with supporting documentation).

**Part III.**

I understand that if I am the apparent awardee or conditional awardee, I must submit **within 10 working days** after receiving notice of the potential award or within 10 days after the date of conditional award – whichever is earlier – the:

- *Outreach Efforts Compliance Statement* (Attachment C)
- *Subcontractor Project Participation Statement* (Attachment D)
- *Minority Subcontractors Unavailability Certificate* (Attachment E) (if applicable)
- Any other documentation the Procurement Officer requires to ascertain my responsibility in connection with the MBE participation goal and subgoals

I acknowledge that if I fail to timely return complete documents, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has been awarded, the award is voidable.

I acknowledge that the MBE subcontractors/suppliers listed in the *MBE Participation Schedule* and any additional MBE subcontractor/suppliers identified in the *Subcontractor Project Participation Statement* will be used to accomplish the percentage of MBE participation that I intend to achieve.

In the solicitation of subcontract quotations or offers, MBE subcontractors were provided the same information and amount of time to respond as were non-MBE subcontractors.

The solicitation process was conducted in such a manner so as to not place MBE subcontractors at a competitive disadvantage to non-MBE subcontractors.

**I solemnly affirm under the penalties of perjury that this Affidavit is true to the best of my knowledge, information, and belief.**

\_\_\_\_\_  
Bidder/Offeror Name

\_\_\_\_\_  
Affiant Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Address (continued)

\_\_\_\_\_  
Date

## MBE PARTICIPATION SCHEDULE

This document must be included with the bid or offer. If the bidder or offeror fails to submit this form with the bid or offer as required, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

1. Prime Contractor's Name	2. Prime Contractor's Address and Telephone Number
3. Project/School Name	4. Project/School Location
5. LEA and PSC No. Bid No. 087.10.B1	6. Base Bid Amount \$ _____
7a. Minority Firm Name	Minority Firm Address
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ MDOT Certification Number _____	Minority Group Type <input type="checkbox"/> (African American) <input type="checkbox"/> (Women ) <input type="checkbox"/> (Asian) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Disabled)
Work to be Performed and Subcontract Dollar Amount	Percent of Total Contract
<u>7b. Minority Firm Name</u>	Minority Firm Address
Minority Firm Telephone Number _____ <u>Minority Firm Fax Number</u> _____ MDOT Certification Number _____	Minority Group Type <input type="checkbox"/> (African American) <input type="checkbox"/> (Women ) <input type="checkbox"/> (Asian) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Disabled)
Subcontract Dollar Amount	Percent of Total Contract
<u>7c. Minority Firm Name</u>	Minority Firm Address
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ MDOT Certification Number _____	Minority Group Type <input type="checkbox"/> (African American) <input type="checkbox"/> (Women ) <input type="checkbox"/> (Asian) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Disabled)
Subcontract Dollar Amount	Percent of Total Contract
8. MBE Total Dollar Amount	9. Total MBE Percent of Entire Contract
10. Form Prepared by :  Name _____ Title _____ Date _____	11. Reviewed and Accepted by Board of Education MBE Liaison  Name _____ Title _____ Date _____

Total MBE Participation:	_____ %	\$ _____
Total African-American MBE Participation:	_____ %	\$ _____
Total Woman-Owned MBE Participation:	_____ %	\$ _____
Total Other Participation:	_____ %	\$ _____

**MBE WAIVER DOCUMENTATION**

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

Base Contract Amount           \$ \_\_\_\_\_

Plus Accepted Alternates \_\_\_\_\_

Equals Total Contract Amount \$ \_\_\_\_\_

I have previously requested that a waiver be granted to the overall MBE goal for this project of \_\_\_\_ percent, with a minimum of \_\_\_\_ percent from certified African American-owned businesses, a minimum of \_\_\_\_ percent from certified women-owned businesses, and the balance from all certified minority business enterprises, if applicable. This would include the total dollar value of all materials, supplies, equipment, and services, including construction services directly or indirectly, from Minority Business Enterprises (MBE) which are currently certified by the Maryland Department of Transportation (MDOT).

I \_\_\_\_\_, hereby certify that my position is  
(Name of Company Representative)

\_\_\_\_\_, and I am the duly authorized representative of  
(Position Title)

\_\_\_\_\_  
(Company Name)

**I further certify that I have submitted a *Schedule for Participation of Certified Minority Business Enterprises* which reflects the percentage and dollar value of certified Minority Business Enterprise participation which my company expects to achieve for this contract. Therefore, the request for the waiver is as follows:**

**Summary MBE Participation Schedule from Attachment B**

<b>Minority Group</b>	<b>MBE GOAL</b>		<b>Actual MBE Dollar Participation</b>		<b>Request For Waiver</b>	
	<b>Percent of Total Contract</b>	<b>Dollar Value of Total Contract*</b>	<b>Dollar Value</b>	<b>Percent of Total Contract</b>	<b>Dollar Value</b>	<b>Percent of Total Contract</b>
<b>a. Sub Goal African American</b>						
<b>b. Sub Goal Women</b>						
<b>c. Other * in Sub Goal group a/b above</b>						
<b><u>TOTALS</u></b>						

\* with accepted/rejected alternates  
June 2008

To support this request for a waiver, I include the following information as attachments which I certify to be true to the best of my knowledge.

1. A detailed statement of the efforts made by the contractor to identify and select portions of the work proposed to be performed by subcontractors in order to increase the likelihood of achieving the stated goal;
2. A detailed statement of the efforts made by the contractor prior to and up to 10 days before the bid opening to solicit minority business enterprises through written notices that describe the categories of work for which subcontracting is being solicited, the type of work to be performed, and specific instructions on how to submit a bid;
3. A detailed statement of the contractor's efforts to make personal contact with MBE firms identified for Item 2. above;
4. A record of the name, address, telephone number, and dates contacted for each MBE identified under items 2. and 3. above;
5. A description of the information provided to MBE's regarding the plans, specifications and the anticipated time schedule for portions of the work to be performed;
6. Information on activities to assist minority business enterprises to fulfill bonding requirements, or to obtain a waiver of these requirements;
7. Information on activities to publicize contracting opportunities to minority business enterprises, attendance at pre-bid meetings, or other meetings scheduled by the MBE Liaison or designated representative;
8. As to each MBE that placed a subcontract quotation or offer which the apparent low bidder or successful offeror considers not to be acceptable, a detailed statement of reasons for this conclusion; and
9. A list of minority subcontractors found to be unavailable. This shall be accompanied by a Minority Subcontractor Unavailability Certificate signed by the minority business enterprise or from the apparent low bidder or successful offeror indicating that the minority business did not provide the written certification.

Signature \_\_\_\_\_ Date \_\_\_\_\_  
(Company Representative Name)

Sworn and subscribed before me this \_\_\_\_\_ day.  
of \_\_\_\_\_ in the year \_\_\_\_\_ Notary Public \_\_\_\_\_  
-----

Reviewed and accepted by the Howard \_\_\_\_\_ County Board of Education MBE Liaison.  
(County Name)

Signature \_\_\_\_\_ Date \_\_\_\_\_  
(County Representative Name)

## APPENDIX E

### AFFIDAVIT

Special Instructions: An authorized representative of the Offeror needs to complete the following affidavit and insert an answer to paragraphs 1 and 3.

#### Statutory Affidavit and Non-Collusion Certification

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

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

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

---

(You may attach any explanation necessary.)

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

**The statements contained in this affidavit shall be incorporated into the awarded contract as material provisions and shall be effective throughout the life of the contract. The firm has a continuing obligation through the life of the contract to submit a revised affidavit should the firm discover information, or events occur, which render the contents of this affidavit erroneous or incomplete or which would result in the firm providing a different response. The firm's failure to submit a revised affidavit within three (3) working days of either its awareness of any error, change of circumstances, incompleteness, etc., or request by the owner shall constitute breach of contract. Upon submission of a revised affidavit, the owner has the right to take such actions as may be necessary, in the judgment of the owner, to maintain and enforce the provisions of the affidavit, including termination of the contract.**

**I DO SOLEMNLY DECLARE AND AFFIRM** under the penalties of perjury that the contents of these affidavits (Statutory and Non-Collusion) are true and correct, that I am executing this Affidavit in compliance with Section 16-311 of the State Finance and Procurement Article, Annotated Code of Maryland, and the Non-Collusion Certification in compliance with requirements of the Howard County Board of Education, and that I am executing and submitting this Form of Proposal on behalf of and as authorized by the bidder named below.

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Printed)

SUBSCRIBED AND SWORN to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
(Legal Name of Company)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State) (Zip)

\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(Fax)

Contractor's No. \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title) (Date)

\_\_\_\_\_  
(Printed)

In the presence of \_\_\_\_\_  
(Witness) (Date)

We are/I am licensed to do business in the State of Maryland as a:  
 Corporation       Partnership       Individual       Other

## APPENDIX F

### CONFIDENTIAL INFORMATION

#### **CONFIDENTIAL INFORMATION**

Obligation of Confidentiality - In performing services under this Agreement, Vendor and Client may be exposed to and will be required to use certain "Confidential Information". Vendor and Client along with their employees, agents or representatives will not, use, directly or indirectly, such Confidential Information for purposes other than the purposes outlined in this Agreement.

Definition - "Confidential Information" means information, not generally known, and proprietary to the Vendor or Client or to a third party for whom the Vendor or Client is performing work, including, without limitation, information concerning any patents or trade secrets, confidential or secret designs, processes, formulae, source codes, plans, devices or material, research and development, proprietary software, analysis, techniques, materials or designs (whether or not patented or patentable), directly or indirectly useful in any aspect of the business of the Vendor or Client. All information which Vendor or Client acquires or becomes acquainted with during the period of this Agreement, whether developed by Vendor, Client or others, which Vendor or Client has a reasonable basis to believe to be Confidential.

#### **CONFIDENTIALITY**

The parties agree that the following will be treated as "Confidential Information": (i) all database information ("Data") provided by or on behalf of Client to VENDOR; (ii) all information provided by VENDOR to Client pertaining to the Services; (iii) all information which is labeled as such in writing and prominently marked as "Confidential," "Proprietary" or words of similar meaning by either party; or (iv) business information of a party which a reasonable person would understand under the circumstances to be confidential. Any Confidential Information acquired or received by either party (the "Recipient") in the course of this Agreement will not be disclosed or transferred to any person or entity other than to employees of a party and, as to VENDOR, for the purpose of performing its obligations under this Agreement. Confidential Information received under this Agreement will be treated with the same degree of care and security as each party uses with respect to its own Confidential Information, but not less than a reasonable degree of care. The parties agree to use Confidential Information only for the purpose of performance of this Agreement and to make no copies except as necessary for performance of this Agreement.

"Confidential Information" does not include information which (i) is or becomes generally available to the public other than as a result of disclosure by the Recipient, (ii) was known by the Recipient at the time of disclosure of the information without any obligation of confidence, and that knowledge is evidenced by reasonable proof, (iii) was or becomes available from a source other than the owner if the source was not legally bound to maintain the confidentiality of the information, or (iv) the Recipient independently develops without use of or reference to the Confidential Information. Each party acknowledges that unauthorized disclosure or use of the Confidential Information by a party may irreparably damage the other party in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any Confidential Information shall give the owner the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys' fees). Each party hereby waives the posting of a bond with respect to any action for injunctive relief. Upon termination or completion of the Services hereunder, upon request of Client, VENDOR will deliver to Client (in a VENDOR format) the Client's Confidential Information as housed in the VENDOR production database(s), provided that VENDOR may maintain archival copies for audit purposes and dispute resolution purposes and VENDOR may retain copies of Confidential Information on back-up media in which such Data is co-resident with other employment and income data. VENDOR shall remain under its contractual obligation of confidentiality and security to Client and such obligations shall survive termination of the Agreement. This Section shall survive the termination of this Agreement.

## ***DATA SECURITY AND PRIVACY***

VENDOR shall maintain an information security program that includes appropriate administrative, technical and physical safeguards reasonably designed to: 1) ensure the security and confidentiality of Confidential Information; 2) protect against any anticipated threats or hazards to the security or integrity of Confidential Information; 3) protect against unauthorized access to or use of Confidential Information that could result in substantial harm or inconvenience to any customer; and 4) dispose of Confidential Information in a secure manner.

To comply with the safeguard obligations generally described above, VENDOR has (a) designated an employee to coordinate its information security program, (b) identified reasonably foreseeable internal and external risks to the security, confidentiality, and integrity of Client Information that could result in the unauthorized disclosure, misuse, alteration, destruction, or other compromise of such information, and assess the sufficiency of any safeguards in place to control these risks, and (c) designed and implemented information safeguards to control the risks identified through the risk assessment, and regularly tests or otherwise monitors the effectiveness of safeguards' key controls, systems and procedures. VENDOR shall notify Client in writing as soon as commercially practicable, however no later than forty-eight (48) hours, after VENDOR has either actual or constructive knowledge of a breach which affects Client's Data (an "Incident") unless it is determined by law enforcement that such notification would impede or delay their investigation. VENDOR shall have actual or constructive knowledge of an Incident if VENDOR actually knows there has been an Incident or if VENDOR has reasonable basis in facts or circumstances, whether acts or omissions, for its belief that an Incident has occurred. The notification required by this section shall be made as soon as commercially practicable after the law enforcement agency determines that notification will not impede or compromise the investigation. VENDOR shall cooperate with law enforcement in accordance with applicable law provided however, that such cooperation shall not result in or cause an undue delay to remediation of the Incident. VENDOR shall promptly take appropriate action to mitigate such risk or potential problem at VENDOR's expense. In the event of an Incident, VENDOR shall, at its sole cost and expense, fully restore the Confidential Information, including, without limitation any and all Data, and institute appropriate measures to prevent any recurrence of the problem as soon as is commercially practicable.

## ***FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT ("FERPA")***

VENDOR acknowledges that it will be in receipt of student information rendered confidential under the Family Educational Rights and Privacy Act ("FERPA") and affirms that it will maintain, use, share, and destroy that information in compliance with FERPA. VENDOR agrees to indemnify and hold harmless the Board of Education of Howard County for any damages or costs, including reasonable attorney's fees, associated with any act or omission by VENDOR, its agents and employees concerning its FERPA obligations under this section.

## ***PURPOSE***

The VENDOR shall only use the information provided under this Agreement for the purpose intended. No other use, access, conversion, or sharing of the information outside of the intended purpose is allowed.

## ***DURATION OF RETENTION OF INFORMATION***

The VENDOR may retain, store, hold information provided by Client only for the duration of the Agreement. At the end of the Agreement, VENDOR must destroy all data, records, images, and any other information in compliance with the National Institute of Standards and Technology (NIST) within 30 days after the end of the Agreement and/or Termination.