



Office of Purchasing
 10910 Clarksville Pike, Ellicott City, Maryland 21042-6198
 (410) 313-6723, fax (410) 313-6789

CONTRACT TITLE: STUDENT TRANSPORTATION SERVICES
CONTRACT NUMBER: 019.23.B3

This Agreement is entered into by and between the Board of Education of Howard County on behalf of Howard County Public School System (hereinafter "HCPSS" or "Board"), and **Zūm Services, Inc.** (hereinafter "Contractor").

WHEREAS, HCPSS requires the Contractor to provide products or services as described in this Contract Document.

WHEREAS, Contractor has agreed to enter into this agreement with HCPSS to provide the products or services described.

NOW THEREFORE, THIS AGREEMENT WITNESSETH: That for and in consideration of the mutual covenants contained herein and other good and valuable considerations, be it agreed by and between the parties as follows:

1. SCOPE

Howard County Public Schools (HCPSS) is establishing a contract with **Zūm Services, Inc.** for student transportation services. The work includes serving the students of the HCPSS through the provision of high quality, safe, effective, and efficient transportation services. The Contractor shall fully staff the number of contracted vehicles, and display a willingness to work cooperatively with the HCPSS in achieving these objectives.

Zūm Services, Inc. has been awarded Regions 3, 5, and 6 as more fully described within the solicitation documents.

2. DURATION OF CONTRACT

The initial Contract period shall be July 1, 2023 – June 30, 2026, with one (1) two-year renewal option.

3. CONTRACT PRICES

Contract Service Area: Region 3

Vehicle Type	Scheduled Route Service		Supplemental Service	
	Daily Rate (5.0 Hour Min)	Excess Hourly Rate	Hourly Rate (1.0 Hour Min) ¹	Wait Time (Hourly) ²
Alternative Vehicle ³				
A				
B				
C				
D				
Monitor (all vehicle types)				

Contract Service Area: Region 5

Vehicle Type	Scheduled Route Service		Supplemental Service	
	Daily Rate (5.0 Hour Min)	Excess Hourly Rate	Hourly Rate (1.0 Hour Min) ¹	Wait Time (Hourly) ²
Alternative Vehicle ³				
A				
B				
C				
D				
Monitor (all vehicle types)				

Contract Service Area: Region 6

Vehicle Type	Scheduled Route Service		Supplemental Service	
	Daily Rate (5.0 Hour Min)	Excess Hourly Rate	Hourly Rate (1.0 Hour Min) ¹	Wait Time (Hourly) ²
Alternative Vehicle ³				
A				
B				
C				
D				
Monitor (all vehicle types)				

Vehicle type requirements:

- Type A, up to 22 passenger capacity. A/C, no lift or W/C.
- Type B, 21 passengers or greater capacity. (Minimum 7 rows) 10,000 BTU A/C minimum. Capacity for up to 3 W/C. 1000 lb lift equipped. Minimum 18 ICS.
- Type C, minimum 64 passengers. Greater capacity up to 70+ passengers preferred. No W/C. A/C allowed but not required.
- Type D, minimum 64 passengers. Greater capacity up to 70+ passengers preferred. No W/C. A/C allowed but not required.
- All type B/C/D buses must have a second (rear) stop signal arm, strobing student warning and loading lights, and front student stop arm.

¹ This hourly rate will be applied from the pickup location to the drop-off location and return and is inclusive of all live-time operating costs between those points, charged to the nearest 15-minute increment.

² This hourly rate will be applied for all time that a contractor vehicle waits between drop-off and the commencement of the return trip, charged to the nearest 15-minute increment. The applicability of wait time is determined for each trip based on the requirements of the trip and the Contractor's quote for that trip.

³ As defined in COMAR 11.19.02 Maryland State Motor Vehicle Administration, MVA State Specifications, Title II, Department of Transportation, Subtitle 19 Motor Vehicle Administration – Alternative Vehicles

Daily Rates shall be paid for 5-hour minimum route service and is inclusive of all live-time operating costs. Route services that exceed 5-hour minimum shall be paid the Excess Hourly Rate, charged to the nearest 15-minute increment.

4. TERMINATION

Termination for Default - Should Contractor fail to perform fully, faithfully, and promptly any obligation owed to HCPSS under this Contract, then HCPSS may, at its election, consider the breach material and, notwithstanding any requirement of notice, terminate the Contract in its entirety. Such termination, or failure to terminate, by HCPSS shall not be construed as a waiver of any other right or remedy afforded by law or by agreement between the parties which HCPSS may have against Contractor. No failure of HCPSS to utilize a remedy afforded by law or contract upon any breach by Contractor shall be construed as a waiver of the right to insist upon full, prompt, and faithful performance of the particular obligation, and all other obligations of Contractor in the future.

Termination for Convenience of HCPSS - The performance of work under this Contract may be terminated by HCPSS in accordance with this clause in whole, or from time to time in part, whenever HCPSS shall determine that such termination is in the best interest of HCPSS with at least thirty (30) days' notice to the Contractor. HCPSS will pay all amounts earned and reasonable costs associated with the Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; provided, however, that the Contractor shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination.

Termination for Non-Appropriation: If the HCPSS fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this contract succeeding the first fiscal period, this contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this shall not affect either HCPSS's rights or the Contractor's rights under any termination clause in this contract. The effect of termination of the contract hereunder shall be to discharge both the Contractor and HCPSS from future performance of the contract, but not from their rights and obligations existing at the time of termination.

5. ASSIGNMENT

The Contractor may not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the HCPSS. Unless the performance is expressly waived in writing by the HCPSS, an assignment does not release the Contractor from responsibility for performance of this contract. Assignment or transfer of this contract without the written approval of HCPSS will be cause for termination.

6. INDEMNIFICATION

The Contractor shall be responsible for any loss, personal injury, expense, death and/or any other damage which may occur by reason of Contractor's acts, negligence, willfulness, or failure to perform any of its obligations under this Agreement. Furthermore, any acts on the part of any agent, director, partner, servant or employee of the Contractor are deemed to be the Contractor's acts. Contractor agrees to indemnify and hold harmless the HCPSS and its board of trustees, employees, agents and students from any claim, damage, liability, expense, and/or loss, including defense costs and attorney fees, arising directly or indirectly out of the Contractor's performance under this Agreement. The indemnification obligation of the Contractor shall include but shall not be limited to injuries to individuals and property of individuals who are not parties to the Agreement. In addition, the indemnification obligation of the Contractor shall cover the acts or omissions of any subcontractors hired by the Contractor. Furthermore, the indemnification obligation of the Contractor shall survive termination of this Agreement for any reason.¹

HCPSS may deduct from and set-off against any amounts due and payable to the Contractor any back-charges or damages sustained by HCPSS by virtue of any breach of this agreement by the Contractor to perform the services or any part of the services in a satisfactory manner. Nothing herein shall be construed to relieve the Contractor of liability for additional construction and design or other costs, expenses, and damages resulting from a failure to satisfactorily perform the services. Nothing herein shall limit the liability of the Contractor for damages and HCPSS may affirmatively collect damages from the Contractor.²

¹ NTD: In order to avoid inconsistency with indemnity provision in RFP, we have replaced this provision with indemnity language on page 41 of the RFP.

² NTD: Indemnity language on page 35 of the RFP.

7. INTELLECTUAL PROPERTY

Contractor agrees to indemnify and save harmless HCPSS, its officers, agents, and employees with respect to any claim, action, cost, or judgment for patent infringement, or trademark, or copyright violation arising out of the purchase of materials, supplies, equipment, or services covered by this contract. Further, Contractor shall not share, exchange, or release HCPSS's data, except as necessary to Contractor's performance or provisions of services under this Contract, to any other party without the express written consent from the Superintendent or his/her designee of HCPSS.

8. STUDENT DATA PRIVACY

HCPSS, as a government entity, is required when entering into agreements with other parties to follow all applicable laws and regulations, including those related to data privacy and security; accessibility; and records retention. Accordingly, to the extent applicable to Contractor's performance or provision of services under this Contract, Contractor, referred to as "VENDOR" in this Section 7, agrees to the following:

- A. Purpose of the Agreement:** See Section #1, Scope.
- B. Definition of "CLIENT DATA":** Under this agreement, CLIENT DATA is defined as: (1) all Personally Identifiable Information (PII) contained in a student's "education record" as defined by the Family Educational Rights and Privacy Act (FERPA) (34 CFR Part 99); and (2) other non-public information that include, but are not limited to: personally identifiable personnel data, personally identifiable student data, personally identifiable metadata, and personally identifiable user content.
- C. Data Collection and Use:** VENDOR will collect and use CLIENT DATA only for the purpose of fulfilling its duties and providing services under this Agreement as defined in Section A, and for improving services under this Agreement.
 - 1. Specific CLIENT DATA Shared Under this Agreement**
 - i. Information associated with maintaining authentication between VENDOR and CLIENT, e.g. public/private keys, LTI secret, OATH keys.
 - ii. Information associated with maintaining a user's profile, e.g. username, email address, first name, last name, source IP address, or cookies.
 - iii. A user's status within the service, e.g. number of questions answered, time elapsed in lesson, student's score.
- D. Education Records:** If VENDOR will have access to "education records" as defined under the Family Educational Rights and Privacy Act (FERPA) (34 CFR Part 99), the VENDOR acknowledges that for the purpose of this Agreement it will be designated as a 'school official' with 'legitimate educational interests' and will use the Education Record only for the purpose of fulfilling its duties under this Agreement.
- E. Data De-identification:** VENDOR may use de-identified Data for product development or other internal purposes only. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to: name, ID numbers, date of birth, demographic information, location information, and school ID. Furthermore, VENDOR agrees not to attempt to re-identify de-identified Data.
- F. Data Mining, Marketing and Advertising:** Except as indicated in Section E above, VENDOR is prohibited from mining CLIENT DATA for any purposes other than those agreed to by the parties. **Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited. Any and all forms of advertisement, directed towards children, parents, guardians, or District Employees will be strictly prohibited unless allowed with express written consent of the District.**

- G. Modification of Terms of Service:** VENDOR will not change how CLIENT DATA are collected, used, or shared under the terms of this Agreement in any way without advance notice to the CLIENT. This Agreement is the entire agreement between the CLIENT (including all District end users) and the VENDOR. All other agreements or understandings, whether electronic, click-through, verbal or in writing, with District Employees or other End Users shall be null and void.
- H. Data Sharing:** VENDOR will not share CLIENT DATA with or disclose it to any third party, except to affiliated subcontractors, agents, or third-party service providers of the VENDOR as required to fulfill the purpose of this agreement, without prior specific and informed written consent of the CLIENT, except as required by law.
- I. Data Storage:** CLIENT DATA will not be stored outside of the United States without prior, specific and informed written consent from the CLIENT.
- J. Data Deletion:** Upon termination or completion of the Services hereunder and at the request of the CLIENT, VENDOR will delete the CLIENT DATA, provided that VENDOR may maintain archival copies for audit purposes and dispute resolution purposes. If VENDOR maintains archival copies of CLIENT DATA, VENDOR shall remain under the contractual obligations of this agreement regarding the maintenance and use of CLIENT DATA. This Section shall survive the termination of this Agreement.
- K. Terms, Data Transfer, Survival and Destruction:** The CLIENT may immediately terminate the Agreement if the CLIENT determines the VENDOR has breached this Agreement. The Agreement will automatically terminate at the expiration date. However, the VENDOR's obligations shall survive termination of this Agreement until ALL CLIENT Data has been returned and/or securely removed or destroyed. VENDOR will ensure that all Data in its possession and in the possession of any subcontractors, or agents to which the VENDOR may have transferred Data, are destroyed.
- L. Rights and License:** All goods, products, materials, documents, reports, writings, video images, photographs, papers and intellectual property of any nature including software or computer images prepared by the VENDOR (or subcontractors) for the CLIENT or from CLIENT-provided material, to the extent that the parties mutually agree, will not be disclosed to any other person or entity and remains the property of the CLIENT. All student-produced work remains the property of the CLIENT or that eligible student. The VENDOR has a limited, nonexclusive license to the data described herein solely for the purpose of performing its obligations as outlined in the Agreement. This Agreement does not give VENDOR any rights, implied or otherwise, to CLIENT Data, content, or intellectual property, except as expressly stated in the Agreement, including any right to sell or trade CLIENT Data. VENDOR will not use CLIENT's NAME or CLIENT DATA in any publications, without prior and specific writing authorization from the CLIENT. No part of this clause will prevent the VENDOR from sharing its open educational resources developed for public distribution on its platform.
- M. Access:** Except as otherwise expressly prohibited by law, the VENDOR will immediately notify the CLIENT of any subpoenas, warrants, or other legal orders, demands or requests, including Audits, and governmental requests and demands, received by the VENDOR seeking CLIENT Data. If the CLIENT receives a similar request, the CLIENT will promptly provide the VENDOR with a copy of official request and the records or information required by the CLIENT to respond.
- N. Security Controls and Risk Management:** VENDOR will store and process CLIENT Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to: 1) ensure the security and confidentiality of CLIENT DATA; 2) protect against any anticipated threats or hazards to the security or integrity of CLIENT DATA; 3) protect against unauthorized access to or use of CLIENT DATA that could result in substantial harm or inconvenience to any customer or to any client employee and/or student; and 4) dispose of CLIENT DATA Information in a secure manner.

1. 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 DATA that could result in the unauthorized disclosure, misuse, alteration, destruction, or other compromise of such data, and assessed 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.
 2. VENDOR will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. VENDOR will also have a written incident response plan, to include prompt notification of HCPSS in the event of a security or privacy breach (as hereinafter defined), as well as best practices for responding to a breach of PII.
- O. Data Breaches:** 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 the confidentiality, integrity, and/or availability of CLIENT's DATA (a "BREACH") unless it is determined by law enforcement that such notification would impede or delay their investigation. VENDOR shall have actual or constructive knowledge of a BREACH if VENDOR actually knows there has been a BREACH or if VENDOR has reasonable basis in facts or circumstances, whether acts or omissions, for its belief that a BREACH 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 BREACH. VENDOR shall promptly take appropriate action to mitigate such risk or potential problem at VENDOR's expense. In the event of a BREACH, VENDOR shall, at its sole cost and expense, restore the Confidential Information, to as close its original state as practical, including, without limitation any and all CLIENT Data, and institute appropriate measures to prevent any recurrence of the problem as soon as is commercially practicable.
- P. Employee and Subcontractor Qualifications:** VENDOR shall ensure that its employees and all subcontractors who have potential access to CLIENT DATA possess all needed qualifications to comply with the terms of this Agreement. Further, all employees and subcontractors are subject to the same FERPA compliance in relation to the 'school official' designation, and shall be trained that the re-disclosure of PII and/or Confidential Information will violate federal and state laws and may result in criminal and/or civil penalties.
- Q. Compliance:** In addition to complying with FERPA and the Maryland Education Code cited above, the VENDOR shall ensure that its products and services comply with the Federal Protection of Pupil Rights Act (34 CFR Part 98), the Federal Children's Internet Protection Act (47 CFR 54.520), and the Federal Children's Online Privacy and Protection Act (16 CFR Part 312).
- R. Limitation of Liability:** VENDOR shall be liable for any and all damages, costs and attorneys' fees which CLIENT may incur as a result of any claims, suits and judgments against CLIENT which arise out of any breach of this Agreement of the VENDOR, its employees, servants, representatives or agents under the term of this Agreement.
- S. Monitoring:** VENDOR agrees to allow CLIENT the ability to audit VENDOR's use of CLIENT DATA to ensure compliance with the terms of the Agreements.

9. INSURANCE REQUIREMENTS

- A. The Contractor shall not commence any operations or services on behalf of the Board under this Contract until the Contractor has obtained at the Contractor'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 Contractor 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.

- B. Insurance as required hereunder shall be in force throughout the term of the Contract. Original certificates signed by authorized representatives of the insurers or, at the Board's request, certified copies of insurance policies, evidencing that the required insurance is in effect, shall be maintained with the Board throughout the term of the Contract.
- C. The Contractor shall require all Subcontractors to maintain during the term of the Contract insurance to the same extent required of the Contractor herein unless any such requirement is expressly waived or amended by the Board in writing. The Contractor shall furnish Subcontractors' certificates of insurance to the Board immediately upon request.
- D. 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 thirty (30) days prior written notice has been given to the Board.
- E. No acceptance and/or approval of any insurance by the Board shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of this Contract.
- F. If the Contractor does not meet the insurance requirements of this Contract, the Contractor 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 Contractor 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 the Board grants specific approval for an exception.
- H. Any deductibles or retentions in excess of \$10,000 shall be disclosed by the Contractor, and are subject to the Board's written approval. Any deductible or retention amounts elected by the Contractor or imposed by the Contractor's insurer(s) shall be the sole responsibility of the Contractor.
- I. If the Board is damaged by the failure or neglect of the Contractor to purchase and maintain insurance as described and required herein, without so notifying the Board, then the Contractor shall bear all reasonable costs properly attributable thereto.

10. BOARD'S INSURANCE FOR CONTRACTOR

The Board provides self-insurance for the school bus Contractor and employees operating within their contractual scope of duties on behalf of the Board as noted in the RFP and Addendums. The ONLY coverages provided by the Board are as follows:

Coverage	Limit
Automobile	\$1,000,000 combined single limit for bodily injury and property damage per accident exclusive of defense costs.
Uninsured Motorists	\$50,000 per accident
Maryland Personal Injury Protection	\$2,500 per person

The Owner, at the Owner's expense, shall be responsible for purchasing and maintaining any excess coverages that the Contractor desires.

11. CONTRACTOR'S INSURANCE

- A. The Contractor shall purchase and maintain the following insurance coverages at not less than the limits specified below or required by law, whichever is greater:
- B. 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; and
 - iii. Contractual liability including protection for the Contractor from bodily injury and property damage claims arising out of liability assumed under this Contract.
- C. If the Contractor has any employees, workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard "other states" coverage; employers liability insurance or its equivalent with minimum limits of:
 - \$ 100,000 each accident for bodily injury by accident;
 - \$ 100,000 each employee for bodily injury by disease; and
 - \$ 500,000 policy limit for bodily injury by disease.
- D. Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:
 - \$ 1,000,000 per occurrence;
 - \$ 1,000,000 aggregate for other than products/completed operations and auto liability; and
 - \$ 1,000,000 products/completed operations aggregate and including all of the following coverages on the applicable schedule of underlying insurance:
 - i. Commercial general liability;
 - ii. Business auto liability; and
 - iii. Employers liability.
- E. The Board of Education of Howard County and its elected and appointed officials, officers, employees and authorized volunteers shall be named as additional insureds on the Contractor's commercial general liability insurance with respect to liability arising out of the services provided under this Contract by Contractor.
- F. Insurance or self-insurance provided to the Board and its elected and appointed officials, officers, employees and authorized volunteers under any Contractor's liability insurance or self-insurance required herein 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 Contractor's liability insurance policies required herein.)

- G. Insurance or self-insurance provided to the Board and its elected and appointed officials, officers, employees and authorized volunteers as specified herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the Board and Board's elected and appointed officials, officers, employees and authorized volunteers shall be excess of and non-contributory with insurance or self-insurance provided to the Board and its elected and appointed officials, officers, employees and authorized volunteers as specified herein.
- H. If any liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions:
- The Contractor shall agree to provide certificates of insurance evidencing such claims made coverages for a period of one year after final payment by the Board for Contractor's services under this Contract. Such certificates shall evidence a retroactive date no later than the earlier of the date of this Contract or the commencement of Contractor's services under this Contract; or
 - The Contractor shall purchase an extended (minimum one year) reporting period endorsement for each such "claims made" policy in force as of the date of final payment by the Board for Contractor's services under this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself. Such certificate or copy of the endorsement shall evidence a retroactive date no later than the earlier of the date of this Contract or the commencement of Contractor's services under this Contract.

12. Waiver of Subrogation

To the fullest extent permitted by law, the Contractor 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 Contractor under this Contract. 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, Contractors, agents and employees. The Contractor shall advise its insurers of the foregoing.

13. Acknowledgment of Contractor's Independent Contractor Status and No Coverage for Contractor under Board's Workers Compensation Coverage

Contractor 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 Contractor or its employees during the Contractor's performance of services for the Board.

14. Damage to Property of the Contractor and its Invitees

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

15. COMPLIANCE WITH LAWS

The Contractor hereby represents and warrants:

1. 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.

2. 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.
3. 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.
4. 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.
5. 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.

16. SEX OFFENDER NOTIFICATION AND BACKGROUND CHECKS

Maryland law requires sex offenders to register with the local law enforcement agency, See Maryland Code Annotated, Criminal Procedure Article, §11-704. One of the purposes of this law is to inform school systems when a Registered Sex Offender is residing or working in the area. When the sex offender registers, the local police are required to notify the Superintendent of Schools, and the Superintendent, in turn, is required to send a notice to school principals.

As a contractor working for HCPSS, we require that you do not employ Registered Sex Offenders to work on projects for our school system if they, as a result, are required to perform delivery, installation, repair, construction or any other kind of services on HCPSS property. Further, Maryland Law requires that any person who enters a contract with a county board of education or a non-public school "may not knowingly employ an individual to work at a school" if the individual is a registered sex offender; See §11-722 Criminal Procedure Article. An employer who violates this requirement is guilty of a misdemeanor and if convicted may be subject to up to five years imprisonment and/or a \$5,000 fine. In addition, pursuant to §6-113 of the Education Article of the Maryland Annotated Code, a contractor or subcontractor for HCPSS may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of a crime identified under subsection (a) of this §6-113. Furthermore, Contractor's employees who have unsupervised, uncontrolled or direct access to children or who are assigned duties in a school where unsupervised contact with children are required to have a complete fingerprint-based background check at HCPSS's direction, which could include fingerprinting conducted by its in-house fingerprint Contractor or at a site chosen by HCPSS. The cost will be borne by the award Contractor and all records will remain in the custody of HCPSS.

Each contractor shall regularly screen their work-forces to ensure that a Registered Sex Offender as well as other convicted as above does not perform work at a county public school and also ensure that a subcontractor and independent contractor conducts screening of its personnel who may work at a school. The term "work force" is intended to refer to all of the contractor's direct employees and subcontractors and/or independent contractors it used to perform the work. Violations of this provision may cause HCPSS to take action against the contractor up to and including termination of the contract.

A. Other Crimes

An HCPSS contractor or subcontractor may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of:

- 1) Section 3-307 of the Criminal Law Article, Maryland Annotated Code, *Sexual Offense in the Third Degree*; 2) Section 3-308 of the Criminal Law Article, Maryland Annotated Code, *Sexual Offense in the Fourth Degree*; 3) An offense under the laws of another state that would constitute a violation of Sections 3-307 or 3-308 of the Criminal Law Article if committed in Maryland;
- 4) Child sexual abuse under Section 3-602 of the Criminal Law Article, Annotated Code of Maryland; 5) An offense under the laws of another state that would constitute child sexual abuse under Section 3-602 of the Criminal Law Article if committed in Maryland;

6) A crime of violence as defined in Section 14-101 of the Criminal Law Article, Annotated Code of Maryland; or 7) An offense under the laws of another state that would constitute a crime of violence under Section 14-101 of the Criminal Law Article if committed in Maryland.

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

B. HCPSS contractors shall ensure compliance with the requirements in the Sections above for their workforce. Workforce means all of the contractor's direct employees, subcontractors, and independent contractors.

C. Violations of any of these provisions may result in immediate termination for cause.

17. TOBACCO PRODUCTS DRUG-, ALCOHOL-, AND TOBACCO-FREE WORK ENVIRONMENTS

The Board of Education of Howard County maintains a tobacco, alcohol/drug free environment. The sale or use of tobacco, alcohol or drugs, in any form, or related product, is prohibited in school buildings and grounds at all times. Persons found violating this policy will be requested to remove the product and themselves from school premises. Repeated use or sale of tobacco on HCPSS property, or any use or sale of alcohol, misuse of other drugs, or any use of illegal drugs by a contract employee while servicing this contract or while on HCPSS property will result in a prohibition of that employee from servicing the HCPSS contract. Repeated instances of violations by contract employees may result in a default ruling and lead to contract termination.

18. NON-DISCRIMINATION CLAUSE

Neither party shall discriminate based on race, color, creed, national origin, religion, physical or mental disability, age, gender, marital status, or sexual orientation in matters affecting employment or in providing access to programs. For more information regarding HCPSS, contact the Equity Assurance Office of the Howard County Public School System at 10910 Route 108, Ellicott City, MD 21042 or call 410-313-6654.

19. REPRESENTATIVES

HCPSS:

Brian Nevin
Director
Office of Student Transportation
5451 Beaverkill Rd.
Columbia, MD 21044
Phone: 410.313.6726
Email: brian_nevin@hcpss.org

Contractor:

Sarah Skinner
Vice President of Strategic Partnerships
Züm Services, Inc.
275 Shoreline Dr., Ste 200
Redwood City, CA 94065
[REDACTED]
Email: sarah@ridezum.com

20. GOVERNING LAW AND VENUE

This Agreement is subject to and will be construed and interpreted under the laws of the State of Maryland. All lawsuits arising out of this Agreement must be filed in the appropriate state court located in Howard County, Maryland.

21. ENTIRE AGREEMENT

This agreement contains the entire agreement between the parties related to the matters specified herein, and supersedes any prior oral or written statement or agreements between the parties related to this contract.

*The signatory of this form hereby affirms that the information as set forth is accurate, truthful and complete, to the best of his/her knowledge and belief.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

APPROVED: **Zūm Services, Inc.**

DocuSigned by:
Ritu Narayan
Signature: _____
D3ED39EF2A0E4D8...

DATE: 2/10/2023

Name (printed): Ritu Narayan

Title: Chief Executive Officer

OWNER: **Board of Education of Howard County**

(A Body Politic and Corporate)

Signature: 

DATE: 2/15/2023

Antonia Watts, Chair

Approved by:

Signature: _____

DATE: _____

Michael J. Martirano, Ed. D.
Superintendent of Schools

OR

Signature: 

DATE: 2/13/2023

Robert Bruce, NIGP-CPP, CPPO, CPPB
Director of Procurement and Materials Management

APPROVED FOR LEGAL FORM AND SUFFICIENCY*
(Subject to Execution by a Duly Authorized Representative and
Chair of the Board of Education of Howard County)

OFFICE OF GENERAL COUNSEL

*Approval of Legal Form and Sufficiency Does not Convey Approval or
Disapproval Of the Substantive Nature of this Transaction.
Approval is Based Upon Typeset Document- All Modifications Require Re-Approval.