

BALTIMORE COUNTY PUBLIC SCHOOLS

Division of Business Services; Department of Fiscal Services; Office of Purchasing
6901 Charles Street, Building "E", 1st floor
Towson, Maryland 21204

REQUEST FOR PROPOSAL

WEB BASED COLLEGE AND CAREER EXPLORATION PLATFORM

SOLICITATION NUMBER: **GDA-306-23**

PROPOSAL ISSUED DATE: **November 17, 2022**

PRE-PROPOSAL: A PRE-PROPOSAL meeting is scheduled for **November 29, 2022, 1:00 P.M.**, via teleconference. See IFB Part II, Sec. 8.0

You must confirm your attendance by visiting this link:

[Pre-Proposal/Pre-Bid Meeting Response Form](#)

DUE DATE: **December 14, 2022**

DUE TIME: **2:00 P.M.** (Eastern Time Zone)

RETURN TO: [Bid/Proposal Submissions](#)

Baltimore County Public Schools reserves the right to waive informalities, to reject all proposals, and to reissue this RFP at its option and does not make an obligation to purchase by issuing this RFP.

For updated bid information please visit our website

http://businessservices.bcps.org/departments/fiscal_services/purchasing/

BALTIMORE COUNTY PUBLIC SCHOOLS

Darryl L. Williams, Ed.D. ♦ Superintendent ♦ 6901 North Charles Street ♦ Towson, MD ♦ 21204

REQUEST FOR PROPOSAL:

The Board of Education of Baltimore County invites firms to bid on “**WEB BASED COLLEGE AND CAREER EXPLORATION PLATFORM**” for Baltimore County Public Schools, **Solicitation Number GDA-306-23**. Any inquiries regarding the specifications and/or the solicitation document shall be IN WRITING and submitted per the instructions in the solicitation document Part II Section 6.0 Inquiries. **Verbal questions will not be taken.**

Vendors proposing to bid may obtain solicitation documents beginning **November 17, 2022**. Visit [Solicitation Document Request](#) to complete the request form. Once the form is completed and received by the Office of Purchasing, a separate email with a link to the documents will be provided to the contact listed in the form **within the next eight (8) business hours of the request**. **Please be sure to check your “spam” folders within your email before submitting another request.**

A pre-bid meeting is scheduled for **November 29, 2022, 1:00 P.M. (local time)**, via teleconference. **You must confirm your attendance by visiting this link:** [Pre-Proposal/Pre-Bid Meeting Response Form](#)

Sealed bids will be received until **December 14, 2022, no later than 2:00 P.M. (local time)** via electronic submission. **Please see Part II: Specifications – General Requirements, Section 11.0 Proposal Submittal Process for the link to submit your proposal.**

This solicitation is being offered to qualify and select firm(s) to provide a web-based college career readiness (CCR) platform or tool to support academic and post-secondary research, advising, and planning for Baltimore County Public Schools and various school systems located in Maryland. The proposed solution should facilitate student advising, goal setting, college and career research, college application support, and stakeholder communication.

(Commodity Code: 60105301 Career Education / Planning / Decision Making, 60100000 Developmental & Professional Teaching Aids, 60101700 Teacher Resource Materials, 43232500 Educational Software)

The firms who provide materials, supplies, equipment, and/or services for the above bid shall attempt to achieve 15% participation of Minority Business and/or Small Business Enterprise organizations in response to the Board of Education’s goal for economic development. Certified Minority Business Enterprises and Small Business Enterprises are encouraged to respond to these solicitations.

Bidders shall include minority and small business enterprise material as provided herein with their proposal. Bidders failing to submit the minority and small business enterprise material as provided herein, including the Small and Minority Business Enterprise Utilization Affidavit may result in the bid being determined non-responsive.

The Board of Education of Baltimore County reserves the right to reject any or all proposals and to waive informalities.

By Order of the Board of Education of Baltimore County
Office of Purchasing

BALTIMORE COUNTY PUBLIC SCHOOLS

PART I: GENERAL TERMS AND CONDITIONS

TABLE OF CONTENTS

ITEM#	AREA
1.	AN INVITATION TO BID
2.	BID PREPARATION, PROPOSAL SHEET, BID OPENING
3.	BONDING
4.	COMPLIANCE WITH SPECIFICATIONS
5.	DEVIATIONS TO SPECIFICATIONS
6.	BID PRICES
7.	SAMPLES, CATALOGS AND CATALOG CUTS
8.	BIDDING PROCEDURE AND BID AWARDS
9.	ANNULMENTS AND RESERVATIONS
10.	APPEAL PROCESS
11.	DELIVERY REQUIREMENTS
12.	INSPECTIONS
13.	GUARANTEE AND WARRANTIES
14.	BILLING AND PAYMENT DISCOUNTS
15.	LAWS, REGULATIONS AND PERMITS
16.	INSURANCE
17.	SAFETY REQUIREMENTS
18.	SUB-CONTRACTORS
19.	LIQUIDATED DAMAGES
20.	TERMINATIONS OF CONTRACT
21.	GOVERNING LAW
22.	WAIVER OF JURY TRIAL
23.	ADDENDA
24.	INDEMNIFICATION
25.	LIMITED LIABILITY
26.	CONFLICT OF INTEREST, LOBBYING, & ETHICS
27.	MULTI-AGENCY PARTICIPATION
28.	INCLEMENT WEATHER
29.	ILLEGAL IMMIGRANT LABOR
30.	FOREIGN LANGUAGE TRANSLATOR REQUIREMENT
31.	EMPLOYMENT OF CHILD SEX OFFENDERS AND PERSONS WITH UNCONTROLLED ACCESS TO STUDENTS
32.	FORCE MAJEURE
33.	ASSIGNMENT
34.	DRUG, TOBACCO, AND ALCOHOL
35.	ACCESS TO PUBLIC RECORDS ACT NOTICE
36.	CRIMINAL BACKGROUND CHECKS
37.	REPORTS

**BALTIMORE COUNTY PUBLIC SCHOOLS
PART I: GENERAL TERMS AND CONDITIONS**

1. AN INVITATION TO BID

- a. Baltimore County Public Schools (BCPS) invites all interested and qualified bidders to bid on all proposals in accordance with directions available in the Office of Purchasing, 6901 Charles Street, Building "E", 1st Floor, Towson, Maryland 21204.
- b. In accordance with State law, all bids having a potential award value of \$25,000 or more shall be advertised for at least two (2) weeks before bids are to be filed.
- c. For the purpose and clarity of this document only, "BCPS" will mean the Baltimore County Public Schools and/or the Board of Education of Baltimore County. Also, for the purpose and clarity of this document the word "Bidder" will mean any reliable and interested broker, vendor, contractor and/or manufacturer who want to bid this contract.
- d. Only authorized dealers may bid on requested equipment. At the discretion of BCPS, a certificate, executed by the manufacturer, may be requested stating that the bidder is an authorized agent of the manufacturer and is duly authorized to service and maintain the equipment
- e. These specifications are intended to cover the various types of purchases of equipment, materials, supplies or services as shown to any or to each of the various public schools, or to any designated warehouse or warehouses in Baltimore County, Maryland whichever is specified, in quantities to be determined subsequent to the bid opening. There are approximately 200 schools and offices in BCPS.
- f. The Bidder will not be allowed to offer more than one price on each item even though he may feel that he has two or more types or styles that will meet specifications. Bidder must determine which to offer. IF SAID BIDDER SHOULD SUBMIT MORE THAN ONE PRICE ON ANY ITEM, ALL PRICES FOR THAT WILL BE REJECTED.
- g. Where provision is made on the proposal form for bidding items on an individual, group or aggregate basis, the award will be made on whichever basis is in the best interest of the BCPS. When an aggregate bid is requested, the unit prices for each item shall be identified on the proposal sheet for accounting purposes. The unit prices in an aggregate bid should be consistent with the total quoted price for an aggregate bid. No bid on a combination of items will be permitted except as provided for on the proposal sheet and/or in Part II, Specifications.
- h. BCPS shall receive sealed proposals until date and time indicated on bid cover. Bids must be delivered to the Office of Purchasing at the above address where they will be opened and publicly read at a stated time. Bids must be delivered in sealed opaque envelopes and clearly marked on the outside: Name of Bidder, Due Date and Time, Bid Number and Bid Title.

- i. Brand name and model numbers are offered as a reference for bidders as to the style, size, weight, and other characteristics of the item(s) in the specifications. The use of such brand names should not be interpreted as the exclusive brand desired unless so stated. The determination of the acceptability and/or the criteria for acceptability, of an alternate is solely the responsibility of the Office of Purchasing. (Refer to Part II, Specifications.)
- j. The product offered by the bidder shall be new, not used, and the latest version of the product. Should a product be discontinued and/or upgraded during the course of the contract, the bidder shall offer to BCPS a new alternate product meeting and/or exceeding the established specifications, under the same terms, conditions and prices as the originally offered item.
- k. The successful bidder, after award and before manufacture and/or shipment, may be required to submit working drawings or detailed descriptive data identified as acceptable to BCPS, which provide sufficient data to enable BCPS to judge the vendor's compliance with the specifications.

2. BID PREPARATION, PROPOSAL SHEET, BID OPENING

- a. Bidder must submit one (1) original, with original signatures, of their proposal using BCPS proposal forms, unless otherwise directed. The bidder shall retain one (1) copy of the bid for their files. Bids must be signed and submitted by an authorized representative of the company. Each bidder may attach a letter of explanation to the bid, if so desired, to provide an explanation of any detail(s) in the bid.
- b. Signed bids should be returned in a sealed envelope. BCPS shall not accept any facsimile transmission to agents, representatives or employees as meeting the requirement of the sealed bid. A facsimile document shall not be considered a valid response to the bid specification.
 - 1. Each bid must show the full business address, telephone number, and fax number of the bidder and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the bid and contract, including Notice of Award, copy of Contract, and Purchase Order, will be mailed or delivered to the address shown on the bid in the absence of written instructions from the bidder or vendor to the contrary.
 - 2. Bids by partnerships must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing, who shall also state the names of the individuals composing the partnership.
 - 3. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested satisfactory evidence of authority of the officer signing in behalf of the corporation shall be furnished. Anyone signing the bid as agent shall file satisfactory evidence of their authority to do so.

4. Award Bidders shall be required under Article 56, Section 270(4), Annotated Code of Maryland, to provide proof of Certificate of Registry and must be licensed to do business in the State of Maryland and must provide a tax certification number. Visit the following website to ensure compliance: <http://www.dat.state.md.us/sdatweb/charter.html>
- c. All bidders shall be required to complete the certificates and/or affidavits, which are, incorporated into the proposal pages of this specification. Such documents are required by local, state or federal funding agencies of BCPS as part of the bidding process. The documents may include: Anti-Bribery Affidavit, Debarment Certificate, Sales Tax Certification, Small Business Enterprise and Certified Minority Business Enterprise Utilization Affidavit and when applicable, Asbestos Free Certification.
- d. Bid Opening
 1. At the public opening of the bids, the bidder's names and their prices will be read and posted.
 2. Complete evaluation of the proposals will not take place at the bid opening and no indication of award will be made. BCPS reserves the right to review all responses and analyze the results of the bidding process. A final recommendation(s) shall be prepared for review and approval by the Board of Education of Baltimore County.
 3. The recommended award will be available in the Office of Purchasing after the completed evaluation.
 4. Proposals will be available for review by the general public after Award of Contract by the Board of Education of Baltimore County. Upon acceptance and approval of the bid(s) by the Board of Education, a binding contract shall be established between BCPS and the bidder(s). Bidders may contact the Office of Purchasing to arrange a date and time to review bid documents.
- e. Bid Preparation Fees: BCPS will not be responsible for any costs incurred by a bidder in preparing and submitting a proposal in response to this bid request.

3. **BONDING**

- a. Bid Bonds may be required. Refer to Part II: Specifications--General Requirements.
- b. Performance Bonds and/or payment bonds are required on all bids meeting the following conditions. The successful bidder(s) of this contract may be required to submit either one or both of the following two (2) bonds to the Office of Purchasing within ten (10) days of receipt of the Notice of Award and in accordance with the terms stated below. The cost of the performance bond and/or payment bond will be borne by the bidder(s) in all instances. Bonds shall be made out in the name of the "**Board of Education of Baltimore County**".

They shall be provided to the **Office of Purchasing, Contracting Assistant, 6901 Charles Street, Building "E", 1st Floor, Towson, Maryland 21204.**

1. Performance Bond shall be required for contracts and/or awards over \$30,000 and all construction contracts in the amount of 100% of the contract price to cover faithful performance of the contract.
 2. Payment Bond (construction contracts only) shall be required for contracts and/or awards over \$30,000 and shall be required in the amount of 100% of the contract price as security for the payment of all persons performing labor and furnishing materials in connection therewith.
- c. Certified checks in the amounts stated above will be accepted in lieu of the performance bond and payment bond only upon prior approval of the Manager, Office of Purchasing. If checks are approved for acceptance in lieu of either bond, they should be in the same amount as these bonds; be separate checks; and should clearly designate the purpose - i.e., performance of payment.
1. Certified checks, if submitted, will be deposited in the BCPS bank account(s). Upon successful completion of the contract, check(s) will be drawn upon the Board's bank account(s) for the full amounts of both certified checks. Certified checks shall be made out in the name of the **"Board of Education of Baltimore County"**. They shall be provided to the **Office of Purchasing, Contracting Assistant, 6901 Charles Street, Building "E", 1st Floor, Towson, Maryland 21204.**
- d. Bonds must be underwritten by a surety company authorized to transact surety business in the State of Maryland.
- e. Upon receipt and approval of the performance bond and/or payment bond or the certified checks, an official purchase order will be issued and the contract initiated.
- f. A letter of credit drawn on a bank with a local branch may be used in place of bonds. Letters of credit shall be made out in the name of the **"Board of Education of Baltimore County"**. They shall be provided to the **Office of Purchasing, Contracting Assistant, 6901 Charles Street, Building "E", 1st Floor, Towson, Maryland 21204.**

4. COMPLIANCE WITH SPECIFICATIONS

- a. The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the drawings and specifications, as decided by the Controller, Division of Business Services.
- b. Whenever mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's code, A.S.M.E. regulations, or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

- c. Where the requirements of the specifications call for higher grade and are not in conflict with the laws, ordinances, etc., the specifications shall govern.
- d. Where the requirements of the laws, ordinances, etc., are mandatory, they shall govern.
- e. In case of any apparent conflict between the specifications and such laws, ordinances, etc., the vendor shall call the attention of the Purchasing Manager/Agent to such conflict for a decision before proceeding with any work.

5. DEVIATIONS TO SPECIFICATIONS

Any deviation from the specifications must be noted in detail by the bidder, in writing, at the time of submittal of the formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the bidder strictly accountable to BCPS to the specification as written. Any deviation by the vendor from the specifications, without prior documented approval, will be grounds for rejection of the goods and/or equipment when delivered.

6. BID PRICES

- a. Any bidder may withdraw his bid submission prior to the bid opening date and time specified. After this date and time, BCPS has a period of one-hundred twenty (120) calendar days to issue a Purchase Order or have the award of contract approved by the Board of Education, upon which, the bidder agrees to retain all prices and requirements of the bid until the completion of the contract period.
- b. Unit Prices must be rounded off to no more than two (2) decimal places unless so specified in Part II, Specifications.
- c. All unit prices on items bid shall be completed on the proposal sheet(s). A "NO BID" notation must be completed for each item not being bid. In case of error in extension of prices in the bid, the unit price shall govern.
- d. All prices bid shall include all delivery charges.
- e. Cash discounts will not be taken into consideration in determining a contract award. ALL DISCOUNTS, OTHER THAN PROMPT PAYMENT, TO BE INCLUDED IN BID PRICE.
- f. BCPS reserves the right to accept price reductions from the award vendor during the term of this contract to occur no less than thirty (30) days after award of contract.
- g. TAXES: BCPS is exempt from the payment of the Maryland Sales Tax and Federal Excise Tax. Prices quoted shall not include State Sales and Use Tax or Federal Excise Tax. Exemption certificates will be furnished upon request
 - 1. BCPS Tax Exempt Number is 30001110.

7. **SAMPLES, CATALOGS AND CATALOG CUTS**

- a. Upon request, a properly tagged sample shall be submitted by each bidder before the time of the bid opening. The tag on the sample shall indicate the item number, the name of the company submitting the sample and the bid number.
- b. BCPS will not be responsible for any samples not picked up within 30 days of the notification of bidders to do so. Samples may be retained by BCPS until bidders are notified to remove them. Bidders agree that BCPS will incur no liability for samples which are damaged, destroyed, or consumed in testing processes. Requested samples are to be delivered to the address given on the bid cover.
- c. **SPECIAL SAMPLES WITH CERTIFIED APPROVAL:** Some successful bidders shall be required to furnish two (2) samples of each product awarded with an affidavit stating that the chemical composition of the sample submitted is identical with the composition tested prior to the bid and all remain unchanged during the period of the contract. This requirement shall be part of the specifications of the product or products requested.
- d. Catalogue cuts and descriptive data shall be attached to the original copy of the bid, where applicable.
- e. Failure to submit the above information is sufficient grounds for rejection of the bid.

8. **BIDDING PROCEDURE AND BID AWARDS**

- a. The bid specifications shall vary with each individual bid issued and the award shall be made in accordance with the specifications in Part II, which identify an individual line item, group bid or an aggregate basis.
- b. Wherever BCPS indicates the unit of measure required for bidding purposes, BCPS shall not recalculate the bidder's price(s) if it is based on a different unit of measure than that indicated in the contract. All bids for the item(s) will be rejected if this requirement is not met. However, in the best interest of BCPS, the Manager, Office of Purchasing may have the option and latitude to recalculate the bids.
- c. BCPS will not accept any proposals with bidder escalator clauses, unbalanced figures or irregular features.
- d. While these specifications are intended to describe the principal features of the items bid, bidders are notified that the proposed items will be evaluated for compliance with detailed specifications, and also for other factors such as serviceability, functional suitability, workmanship, safety in use and overall product quality where acceptability may be determined on the basis of professional judgment and educational application. All bids shall be evaluated on all factors involved, i.e., quality and service.

- e. BCPS reserves the right to reject any or all proposals and re-advertise for other bids. Bids shall be awarded to the lowest responsive bidder with consideration of the quantities, delivery schedule, purpose of the goods/services, competency and responsibility of the bidder and the ability of the bidder to perform satisfactorily.
- f. In the event of tie bids, where all other factors such as past performance on purchases/contracts or bidder's service or delivery record are considered comparable, the award(s) shall be made to one of the tie bidders in the following order of preference: the Baltimore County based Minority and/or Small Business vendor, the Baltimore County based vendor, the out-of-county but Maryland based Minority and/or Small Business vendor, the out of county but Maryland based vendor, the out-of-state based Minority and/or Small Business vendor and the out-of state based vendor in that order of preference. In the event a tie bid still exists, the Coordinator of Purchasing or their designee shall conduct a coin toss for selection of the potential Award Bidder(s) or seek a geographical, proportional or divided award of contract whichever is in the best interest of the school system.
- g. Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids: failure to do so will be at the bidder's own risk and he cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors of omission or commission on the part of bidders.
- h. The bidder shall refer to "Part II: Specifications" for details regarding the Term of Contract.
- i. Upon evaluation of all responses, a recommendation for the award of contract will be presented to the Board of Education of Baltimore County for approval. Upon approval of the award of contract, the bidder(s) shall be notified either by mail, telephone, facsimile or purchase order of their award(s). When applicable, a BCPS contract document shall also be issued.
- j. American Disabilities Act: The Office of Purchasing routinely opens all sealed bids in a public setting identified within the language of each specification. If a prospective bidder has special needs, the bidder shall contact the Office of Purchasing at least seventy-two (72) hours in advance of the published bid opening date and time to arrange for such services.
 - 1. The Office of Purchasing is located at 6901 Charles Street, Building "E", 1st Floor, Towson, Maryland 21204, which is accessible to the disabled.

9. ANNULMENTS AND RESERVATIONS

- a. BCPS reserves the right to reject bids for any and all of the items and/or to waive technical defects, if in its judgment, the interest of BCPS shall so require.
- b. BCPS reserves the right to order the said equipment, materials, supplies or services as described within the specifications, and also reserves the right not to order any items(s) within the specification.

- c. BCPS reserves the right to annul any contract, if in its opinion there shall be a failure, at any time, to perform faithfully any of its stipulations, or in case of any willful attempt to impose upon BCPS, materials, products and/or workmanship inferior to that required by the vendor, and any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of BCPS to damages for the breach of any covenant of the contract by the Award Bidder(s).
- d. Should the Award Bidder(s) fail to comply with the conditions of this contract or fail to complete the required work within the time stipulated in the contract, except for circumstances beyond their control, including but not limited to Act of GOD, war, flood, governmental restrictions or the inability to obtain transportation, BCPS reserves the right to purchase the required articles in the open market, or to complete the required work at the expense of the Award Bidder(s).
- e. Should the Award Bidder be prevented from furnishing any item or items, or from completing the required work included in the contract, by reason of such failures caused by circumstances beyond their control, including but not limited to Act of GOD, war, flood, governmental action or the inability to obtain transportation, BCPS reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities.

10. APPEAL PROCESS

- a. The BCPS Office of Purchasing intends the appeal process to resolve contract disputes in a manner consistent with the effort to promote fair and open competition. Any bidder objecting to the recommendation for award or award of contract may appeal the action to the Office of Purchasing by formally notifying the designated Purchasing Agent no later than seven (7) calendar days after the basis for appeal is known. The bidder shall have an opportunity to meet with the Purchasing Agent to present the issues. A formal written response to the appeal shall be issued by the Purchasing Agent in a timely manner.
 - 1. For an appeal of recommendation of award of contract, the decision of the Purchasing Agent shall be reviewed by the Manager, Office of Purchasing. The Manager, Office of Purchasing may approve, modify or disapprove the decision of the Purchasing Agent. In disapproving the decision, the appeal will be remanded to the Purchasing Agent for resolution. In all other cases, the decision of the Manager, Office of Purchasing is the final action by BCPS. The decision shall include a statement of the decision, with supporting material. Bidders receiving a decision on an appeal of recommendation of award shall forfeit the right to continue the appeal process of the award of contract.
 - 2. In the event a bidder determines cause to appeal an award of contract which has been approved by the Board of Education of Baltimore County, said action must be filed in writing to the Executive Director, Business Services. This action shall occur not later than seven days from the date of award of contract. The Executive Director, Business Services reserves the right to meet with the Bidder as part of the appeal investigation. A

formal written decision will be issued by the Executive Director, Business Services in a timely manner.

- b. Should the Bidder wish to pursue the appeal of award of contract further, administrative procedures have been established for such action, which will be outlined at the time of the event.
- c. Appeal of Termination for Non-Appropriation of Funds of for loss of Appropriated Funds: NONE
- d. Any costs incurred in the appeal process will be borne by the bidder(s) in all instances.

11. DELIVERY REQUIREMENTS

- a. All materials, supplies and equipment for BCPS shall be delivered F.O.B. Destination. See Part 1, Specifications: "Section 6, Bid Prices", and "Section 14, Billing and Payment Discounts".
- b. All school deliveries shall be made during the hours of 8:30 A.M. and 3:00 P.M. local time and only on regular school days, except where noted by Purchasing Office.
- c. All warehouse deliveries shall be made during the hours of 8:00 A.M. to 3:00 P.M. on all regular scheduled school days, except where noted by Purchasing Office.
- d. All deliveries shall be made inside school, warehouse and office buildings.
 - 1. Special Instructions for: delivery dates, delivery of heavy equipment, materials or machinery requiring special handling, to schools/sites under construction and/or renovation, or refrigerated goods will be defined in "Part II, Specifications" of each bid.
- e. The Award Bidder(s) shall be held responsible for and shall be required to make good at their expense, any and all damage done or caused by their employees in the execution of the contract.
- f. The Award Bidder(s) shall be held responsible for clean-up and removal of all packing cartons, boxes, crates, packing materials, etc., from the premises after delivery and set up of any furniture and equipment.
- g. PACKING:
 - 1. All materials must be securely packed in accordance with accepted trade practices.
 - 2. BCPS purchase order number must be plainly visible on the exterior of each container.

3. A packing slip and/or delivery ticket shall be included in each shipment. This ticket shall contain the following information: Purchase Order Number, Vendor Name, Name of the Article, Item Number, Quantity and Delivery Location, (Example: ABC Elementary School Library). Failure to comply with this condition may be considered sufficient reason to refuse to accept the goods.

12. **INSPECTIONS**

- a. The Coordinator of Purchasing/Purchasing Agent reserves the right to have inspectors on the premises of the manufacturer during the process of manufacture of any products being furnished under this contract for as long as may be considered necessary by BCPS. All expenses of the inspectors shall be borne by BCPS.
- b. The presence of the inspectors at the site of manufacture of the products shall not relieve the vendors of responsibility for faulty workmanship of materials which may be discovered at any time after delivery and prior to final acceptance in accordance with the specifications. In case of factory inspection of items being manufactured for BCPS, every facility shall be afforded inspectors by the manufacturers for the prosecution of their work.

13. **GUARANTEE AND WARRANTIES**

- a. The vendor shall unconditionally guarantee the materials and workmanship of all equipment, furniture and materials furnished by the vendor, its subcontractors or suppliers for a period of at least TWO (2) YEARS from the date of acceptance and/or substantial completion of the installation by BCPS. If the manufacturer warrants equipment for a period longer than two years the vendor shall pass through this time frame to BCPS. All warranty work shall be accomplished to the satisfaction of the owner within SEVENTY TWO (72) HOURS of notification of the work to be done.
 1. **Furniture and Equipment:** If, within the guaranteed period, any defects or signs of deterioration are noted, which in the opinion of BCPS are due to faulty design and installation, workmanship or materials upon notification, the vendor, at their expense, shall repair or adjust the equipment or parts to correct the condition, or he shall replace the part or entire unit to the complete satisfaction of BCPS. These repairs and/or replacement shall be made at such times as will be designated by BCPS to avoid any interruption to the instructional programs.
 2. **Office Equipment:** Physical service response time by Award Bidder for all service calls shall not be greater than four (4) working hours from when request is made by BCPS. "Service response time" shall be defined as the number of working hours it takes the on-site technician to begin actual work on the equipment from the time that the service request is made by BCPS. Loaner equipment shall be supplied; free of charge, during the warranty period if the office equipment cannot be repaired within three working days.

- b. Certain pieces of equipment, machinery, and refrigeration will require guarantees other than detailed above. Refer to Part II, Specifications for requirements on specific equipment.
- c. The vendor must act as the manufacturer's agent for all warranty claims.
- d. In the event the vendor fails to repair, replace, adjust, rectify, remedy, correct or complete the items, defects, deterioration, faulty design or installation and/or unworkmanlike performance, then BCPS may have the right to secure the services of another vendor to correct the work or complete the performance required by the award of this bid. The vendor shall be solely responsible for any and all cost, expenses and monies due the new contractor plus ten percent (10%) for BCPS to reimburse the Board for the expenses of obtaining a new contractor.

14. BILLING AND PAYMENT DISCOUNTS

ALL INVOICE MUST INCLUDE THE BCPS CONTRACT NUMBER

- a. All invoices are to be submitted in duplicate and mailed in accordance with instructions as shown on purchase order (unless otherwise noted). A third copy (Delivery Ticket) shall be sent with the material to the appropriate location at the time of delivery.

Invoice Mailing Address:
Baltimore County Public Schools
Office of Accounting
6901 Charles Street, Building "E"
Towson, Maryland 21204

- b. Invoices will be returned for correction unless they contain the following information: Item Numbers; Description of Item; Quantity; Unit Price extensions and total. Each invoice shall identify the BCPS Purchase Order Number, and the items shall be listed in the same order as on the Proposal and/or Purchase Order.
- c. Payment in full will only be made upon final acceptance of items as shown on Purchase Order. Partial payments may be paid if partial shipments have been made.
- d. Standard BCPS payment terms are net 30 days. Payments made directly by BCPS will be made within 30 days from invoice date or receipt of goods, whichever is later. Payments made by any other agency may not meet these terms.
- e. BCPS will not pay freight bills. Delivery shall be F.O.B. to the destination(s) as noted on Purchase Order.

15. LAWS, REGULATIONS AND PERMITS

- a. The bidder shall comply with all Federal, State, and local laws, ordinances and regulations pertaining to work under their charge, and shall, at their expense, procure any permits which may be required.
- b. The bidder shall comply with the national safety standards as detailed in Section 17.
- c. The bidder certifies that their firm adheres to or follows non-discriminatory practices with respect to the employment and promotion of personnel without regard to color, creed, race, sex, or national origin.

16. INSURANCE

- a. In the event the vendor, as part of the award is responsible for installation and/or product demonstration, the vendor will be responsible for hiring personnel to perform such services at their own costs. Such personnel will be considered employees of the vendor and are under their control and direction. The vendor shall maintain Worker's Compensation in the statutory amount in accordance with the laws of the state in which the work of this contract is to be performed.
- b. The vendor shall also maintain Employer's Liability Insurance with a limit of at least \$100,000 for each occurrence to cover diseases and injuries excluded under the Worker's Compensation Act.
- c. Prior to the commencement of any work, the vendor may be required to submit a certificate of insurance evidencing Worker's Compensation and Employer Liability Insurance in the amounts required above. This certificate will indicate the amounts of insurance carried by the vendor of the following types: Comprehensive General Liability Insurance, Comprehensive Automobile Insurance, Excess Liability Insurance, and any other insurance coverage maintained by the vendor. The Certificates of Insurance will state that such insurance is in force and cannot be canceled or released except upon thirty (30) days prior written notice to the Board of Education of Baltimore County.
 - 1. The Certificate of Insurance must name the Board of Education of Baltimore County as an additional insured.
- d. All required insurance coverage 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 AB@ or better, and a financial size of AClass VII@ or better in the latest evaluation by A.M. Best Company. The Board hereby grants specific approval for the acquisition of workers compensation and employer's liability insurance from the Injured Worker's Insurance Fund of Maryland.

17. SAFETY REQUIREMENTS

- a. The bidder/vendor shall provide all equipment and machinery furnished and delivered to BCPS complying with the Safety regulations as required by OSHA and the Maryland State Safety Health Act known as MOSHA.
- b. The vendor shall sign the safety section if attached in the bid proposal certifying the regulations for the type equipment furnished shall meet all regulations applying to this type equipment meeting the CFR-1910 MOSHA Standard.
- c. The vendor shall submit Material Safety Data Sheets (MSDS) for all items awarded to that vendor provided under the terms of this proposal in accordance with OSHA Communication Standard 29 CFR 1910.101, 29 CFR 1910.1200 and 29 CFR 1926.58 or any other applicable state, federal, or local regulation. Prior to delivery of the items awarded, the vendor must submit MSDS sheets to:

Baltimore County Public Schools
Office of Environmental Services
9610 Pulaski Park Drive
Baltimore, MD 21220

- d. No materials shall contain asbestos or lead.
- e. No new, replacement or restoration materials shall contain asbestos or asbestiform minerals in an amount greater than 0.0% as determined by polarized light microscopy (PLM) as prescribed in Federal Regulation 40 CFR 763.87. For ceiling tile and materials that are tightly bound (e.g. floor tile, roofing asphalt and felts, adhesive/mastic, caulk, glaze, etc.) and for which PLM analysis is not conclusive, transmission electron microscopy must be used for analysis. If no commercially available material meets this criterion, written authorization for use of the material shall be obtained from the BCPS Project Manager. All materials delivered to or used on BCPS property must be accompanied by a manufacturer's certification to be asbestos free, based upon criterion above. The Material Safety Data Sheet may not be used for this purpose.

18. SUB-CONTRACTORS

- a. The Award Bidder(s) shall give their constant personal attention to the faithful execution of this contract, shall keep the same under their own control, and shall not assign by power of attorney or otherwise, the work or any part thereof without the previous written consent of Purchasing Manager. The Award Bidder(s) shall provide the name of the sub-contractor(s) he intends employing, the portion of the materials/labor to be furnished, their place of business, and such other information as requested by the bid specifications and/or Purchasing Agent/Manager. The information may be used in considering the potential performance capabilities of the sub-contractor(s).
- b. The Award Bidder(s) shall not, without prior written consent of BCPS, assign any of the moneys payable under the contract.

19. LIQUIDATED DAMAGES

In the event the Award Bidder(s) fails to deliver the goods or services of the contract in accordance with the specifications, BCPS reserve the right to purchase the goods/services on the open market in sufficient quantities to assure the continued operation of BCPS. All additional expenses incurred by BCPS as a result of such purchases will be deducted from the moneys owed or moneys which may become due.

20. TERMINATIONS OF CONTRACT

- a. Termination for Non-Appropriation of Funds: BCPS may terminate this contract, in whole or in part due to insufficient funding with written notice to the vendor. BCPS shall pay for all of the purchases, if any, incurred up to the date of the termination notice.
- b. Termination for Default: When the vendor has not performed or has unsatisfactorily performed the contract payment shall be withheld at the discretion of BCPS. Failure on the part of a vendor to fulfill contractual obligations shall be considered just cause for termination of the contract, and the vendor is not entitled to any costs incurred by vendor up to the date of termination.
- c. Termination for Convenience: BCPS has the right to withdraw from the terms of the contract, without showing cause, by providing thirty (30) calendar days written notice to the vendor. BCPS shall pay all reasonable costs incurred by the vendor up to the date of termination. The vendor shall not be reimbursed for any anticipatory profits which have not been earned up to the date of termination. The Award Bidder agrees that the Award Bidder does not have a right to termination for convenience.
- d. Each participating jurisdiction and/or local education agency (LEA)/public school district has the right to withdraw from the terms of the contract, without showing cause, by providing thirty (30) calendar days written notice to the vendor(s). The participating jurisdiction/ LEA shall pay all reasonable costs incurred by the vendor(s) up to the date of termination. The vendor(s) shall not be reimbursed for any anticipatory profits which have not been earned up to the date of termination.

Language to support Termination for Convenience by the vendor(s) shall be so stipulated in the contract document between jurisdiction/ LEA and the vendor(s). Such language, when included, shall take precedence over the language of this specification.

21. GOVERNING LAW AND VENUE

The bid shall be construed in accordance with, and interpreted under, the laws of the State of Maryland. Any lawsuits arising out of such bid shall be filed in the appropriate State Court of competent jurisdiction located in Baltimore County, Maryland.

22. WAIVER OF JURY TRIAL

The Vendor and board hereby waive trial by jury in any action or proceeding to which the board and/or the Vendor are parties arising out of or in any way pertaining to this agreement. It is agreed and understood that this waiver constitutes a waiver of trial by jury of all claims against all parties to such actions or proceedings, including claims against parties who are not parties to this agreement. This waiver is knowingly, willingly and voluntarily made by the board and the Vendor and the board and the Vendor hereby represent and warrant that no representations of fact or opinion have been made by an individual to induce this waiver of trial by jury or to in any way modify or nullify its effect. The board and the Vendor further represent and warrant that they have been represented or have had the opportunity to be represented, in the signing of this agreement and in the making of this waiver by legal counsel, selected of their own free will, and that they have had the opportunity to discuss this waiver with counsel.

23. ADDENDA

- a. All changes to the bid specification will be made through the appropriate addenda issued from the Office of Purchasing.
- b. Addenda will be available to all who are known by the Office of Purchasing to have received a complete set of Bid Documents.
- c. Copies of Addenda will be made available for inspection wherever Bid Documents are on file.
- d. All changes to the bid documents will be made through the appropriate addenda. Any and all such interpretations and any supplemental instructions will be available to all bidders listed on the BCPS vendor listing. Addenda will be issued a minimum of five (5) business days prior to the date fixed for the opening of bids, excluding date of bid opening, unless the addendum issued extends the due date of the bid.
- e. Each Bidder shall ascertain prior to submitting a Bid that they have received all Addenda issued and the Bidder shall acknowledge their receipt on the Addenda Affidavit Form. The Addenda Affidavit Form shall be completed and returned with the bid proposal response. Failure to return the Addenda Affidavit Form may be reason for rejection of the bid. Failure of any bidder to receive any addenda or interpretation shall not relieve that bidder from any obligations under this bid and as amended by all addenda. All addenda so issued shall become a part of the award and contract documents.

24. INDEMNIFICATION

The Award Bidder(s) will, at its sole cost and expense, indemnify and hold the Board, its agents, employees, attorneys and representatives harmless from all claims, liens or demands that result in losses, liabilities, defense costs and expenses (including, but not limited to attorney's fees) under the terms of this contract.

25. LIMITED LIABILITY

The Board of Education of Baltimore County is subject to the provisions of Md. Code Ann., Educ. '4-105 and Md. Code Ann., Cts. & Jud. Proc. '5-518 limiting liability to \$100,000.00. Pursuant to the provisions of the aforementioned statutes, the Board of Education of Baltimore County is a member of the Maryland Association of Boards of Education Group Insurance Pool for comprehensive liability coverage to \$100,000.00.

26. CONFLICT OF INTEREST, LOBBYING, AND ETHICS REVIEW PANEL

- a. In accordance with §5-815 through §5-820 of the General Provisions Article of the Annotated Code of Maryland, the Board of Education of Baltimore County has promulgated Ethics Policies, which cover conflict of interest, financial disclosure and lobbying. All bidders are expected to comply with any and all Board Ethics Policies that may apply to them individually or as a business entity.
- b. All bidders should review carefully the conflict of interest policies. Specific attention should be accorded to the Board Ethics Policies (Board Policy 8363) prohibiting Baltimore County Public Schools employees from benefiting from business with the school system.
- c. All bidders are placed on notice that all questions/interpretations concerning the Board Ethics Policies may be submitted to the Ethics Review Panel in accordance with Board Policy 8366.

27. MULTI-AGENCY PARTICIPATION

- 27.1 BCPS reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The supplier/contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies.
- 27.2 Each participating jurisdiction or agency shall enter into its own contract with the Award Bidder(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Award Bidder. BCPS does not assume any responsibility other than to obtain pricing for the specifications provided.

28. INCLEMENT WEATHER

- 28.1 **PRE-BID:** If Baltimore County Schools are **closed** (either the "schools" and/or "offices") on the day a pre-bid is scheduled, **"THE PRE-BID IS CANCELLED"** and **will not be rescheduled unless an addendum is issued.** Bidders are advised that they are to email or FAX questions to the purchasing agent by the date and time required within this solicitation.
- 28.2 **BID OPENING:** If Baltimore County Schools "**offices**" are closed on the day a bid is "DUE", or prior to the due time, that bid will be due at the same time the next day that the Baltimore County Schools "**offices**" are open. The bid opening shall not be impacted if Baltimore County Schools "**schools**" are closed.
- 28.3 If Baltimore County Schools (either the "schools" and/or "offices") open late, due to inclement weather, the Bid Due Date and Time of Opening will be conducted AS SCHEDULED. If Baltimore County Schools "**offices**" close early, due to inclement weather, the Bid Due Date and Time of Opening will be conducted at the same time the next day that the Baltimore County Schools "**offices**" are open. If Baltimore County Schools "**schools**" close early, due to inclement weather, the Bid Due Date and Time of Opening will be conducted AS SCHEDULED.

29. ILLEGAL IMMIGRANT LABOR

The use of illegal immigrant labor to fulfill contracts solicited by BCPS is in violation of the law and is strictly prohibited. Contractors and subcontractors must verify employment eligibility of workers in order to assure that they are not violating Federal/State/Local laws regarding illegal immigration. A compliance audit may be conducted.

30. FOREIGN LANGUAGE TRANSLATOR REQUIREMENT

- 30.1 BCPS requires an Award Bidder that has an employee on site that does not speak English to have on site, full time, an interpreter that is fluent in speaking and understanding that employee's native language.
- 30.2 Failure of an Award Bidder to have on site, full time, an interpreter that is fluent in speaking and understanding an employee's native language for those employees that do not speak English is reason for immediate termination of the contract for cause.

31. EMPLOYMENT OF CHILD SEX OFFENDERS AND PERSONS WITH UNCONTROLLED ACCESS TO STUDENTS

- 31.1 Maryland Law requires certain child sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work and/or attend school. Section 11-722(c) of the Criminal Procedure Article of the Annotated Code of Maryland states, "[a] person who enters into 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 registrant. A person

who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding five years or a fine not exceeding \$5,000 or both.” If a child sex offender, sexually violent predator, or sex offender, as defined in the Criminal Law and Criminal Procedure Articles of the Annotated Code of Maryland, is employed by the Award Bidder, the Award Bidder is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any BCPS property, including the project property. Violation of this provision may result in immediate Termination for Cause.

- 31.2 Additionally, in accordance with Md. Ed. Code Ann., §6-113 (b), the Award Bidder and any of its subcontractors will not knowingly assign any employee to work on school premises with direct, unsupervised and uncontrolled access to children, if that employee has been convicted of a crime identified in Md. Ed. Code Ann., §6-113(a).

32. FORCE MAJEURE

Force Majeure is defined as an occurrence beyond the control of the affected party and not avoidable by reason of diligence. It includes the acts of nature, war, riots, strikes, fire, floods, epidemics, or other similar occurrences. If either party is delayed by force majeure, said party shall provide written notification to the other within 48 hours. Delays shall cease as soon as practicable and written notification of same provided. The time of contract completion may be extended by contract modification, for a period of time equal to that delay caused under this condition. BCPS may also consider requests for price increase for raw materials that are directly attributable to the cause of delay. BCPS reserves the right to cancel the contract and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor shall have no recourse against BCPS. Further, except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure as defined herein.

33. ASSIGNMENT

The Award Bidder shall not assign or transfer the Award Bidder's interest or obligation under this Agreement to any third party, without the prior written consent of the Board. Nothing herein shall be construed to create any personal or individual liability upon any employee, officer, elected official of the Board, nor shall this Agreement be construed to create any rights hereunder in any person or entity other than the parties to this Agreement.

34. DRUG, TOBACCO, AND ALCOHOL

- 34.1 All Baltimore County Board of Education and BCPS properties are "drug, tobacco, and alcohol free zones" as designated by federal, state and local laws and by Board of Education policy. Neither the Contractor nor any of the Contractor's employees, subcontractors or agents will be permitted to have any illegal drugs; tobacco products; or alcohol products while performing their duties under this Contract and while working on Board of Education and BCPS property. Use or possession of illegal drugs, tobacco products, or alcohol

products on school property will result in immediate removal of the offending individual(s). BCPS reserves the right to issue, at a minimum, a verbal directive to the offending individual(s) to comply with this prohibition and to cease use. The Contractor will be notified in writing of any violation(s).

- 34.2 Any subsequent offense by any individual or individuals may result in a permanent ban from the project for the offender(s), with appropriate formal notice to the Contractor. BCPS reserves the right to document any offenses in the Contractor's file maintained by the Office of Purchasing. BCPS further reserves the right to address any substance use infraction by any means it deems necessary, up to and including termination of the Contract. In the event that a Contract is terminated as a result of a substance abuse infraction, BCPS will provide an "unsatisfactory" reference when references are requested.

35. ACCESS TO PUBLIC RECORDS ACT NOTICE

The Board of Education of Baltimore County is subject to the Maryland Public Information Act, State Government Article § 10-611, et.seq. As a result, the Board may be required to disclose, upon request, certain public records. However the Act excludes from disclosure records that contain commercial information when the record is identified as: (1) a trade secret; (2) confidential commercial information; (3) confidential financial information; or (4) confidential geological or geophysical information.

If your bid documents contain any of the following classifications of records, you must note this specifically, on each relevant page that the document contains information that can be classified as confidential commercial, confidential financial information or a trade secret. Any pages that do not contain such a statement will be disclosed upon request under the Act.

36. CRIMINAL BACKGROUND CHECKS

- 36.1 Bidder's employees that have unsupervised or direct access to children or that are assigned duties in a school where unsupervised contact with children is likely, are required to be fingerprinted by BCPS and will complete the Background Investigation process with the exception of the I-9 form. The cost will be borne by the Award Bidder and all records will remain in the control and custody of the school system. The school system reserves the right to reject the Bidder's employees based on information received from said background investigations.
- 36.2 Bidder's employees who will work at facilities where no contact with children is anticipated are not required to be fingerprinted, however, such employees will complete the Background Check Application form and Authorization and Release for the Procurement of an Investigative Consumer Report. A Consumer Investigative Report (Commercial Background Check) will be prepared on each of these employees. The cost will be borne by the Award Bidder. Further instructions for this process will be provided to the Award Bidder.

37. REPORTS

Award Bidders must submit semi-annual statistical reports via email in an Excel format prescribed by BCPS for the periods of January to June and July to December each year. Reports are due, without notice, to BCPS on August 1 and February 1, respectively, following the end of each six-month period. Failure of the BCPS to remind Award Bidders that the reports are due does not relieve the Award Bidders of the responsibility of submitting the reports on time. The semi-annual reports must show the dollars spent in connection with this contract by the participating entities and may show other reporting categories mutually agreed upon by BCPS and Award Bidders. Failure to submit the reports on time may constitute unsatisfactory performance under the terms of the contract.

END OF PART I: GENERAL TERMS AND CONDITIONS

BALTIMORE COUNTY PUBLIC SCHOOLS

DIVISION OF BUSINESS SERVICES
DEPARTMENT OF FISCAL SERVICES
OFFICE OF PURCHASING

6901 CHARLES STREET, BUILDING "E", 1ST FLOOR
TOWSON, MARYLAND 21204
PHONE: 443-809-4334

TABLE OF CONTENTS

PART II: SPECIFICATIONS--GENERAL REQUIREMENTS

Section	
1.0	General Scope & Services
2.0	Incorporation of Specifications
3.0	Qualification of Offeror
4.0	Bonding and Certificates of Insurance
5.0	Small Business and/or Certified Minority Business Enterprises
6.0	Inquiries
7.0	Addenda and/or Explanation of Proposal Documents
8.0	Pre-proposal Meeting
9.0	Proposal Opening
10.0	Offeror Proposal Response
11.0	Proposal Submittal Process
12.0	Access to Public Records Act Notice
13.0	Discussions with Responsible Offerors
14.0	Revisions to Proposals
15.0	Debrief Process
16.0	Document Ownership
17.0	Award of Contract
18.0	Term of Contract
19.0	Vendor Registration
20.0	Independent Contractor/Vendor
21.0	Warranty
22.0	Subcontractors
23.0	Invoice and Payment
24.0	Background Checks and Fingerprinting Requirements
25.0	Contract Kick-Off Meeting

PART II: SPECIFICATIONS--GENERAL REQUIREMENTS

(If there is a discrepancy between PART I: GENERAL TERMS AND CONDITIONS and PART II: SPECIFICATIONS--GENERAL REQUIREMENTS or PART III: TECHNICAL SPECIFICATIONS: Part II and Part III Specifications shall prevail.)

1.0 General Scope & Services

1.1 The Board of Education of Baltimore County invites qualified firms to submit proposals to provide a web-based college career readiness (CCR) platform or tool to support academic and post-secondary research, advising, and planning for various school systems located in Maryland including:

- 1.1.1 Baltimore County Public Schools
- 1.1.2 Prince George's County Public Schools
- 1.1.3 Somerset County Public Schools

The proposed solution should facilitate student advising, goal setting, college and career research, college application support, and stakeholder communication. Services shall include a dedicated client services manager. The requirements outlined herein are intended as an aid to acquaint Offerors with what could be required to execute the work on this contract. These specifications will serve as the source document for services for the term of the contract.

1.2 This is an Indefinite Delivery/Indefinite Quantities (IDIQ) contract. The services intended for purchase are based upon future needs of the system and are pending allocation of funds and approval of award by the Board of Education of Baltimore County. BCPS reserves the right to authorize services as may be required during the contract period and, also, reserves the right to not authorize/order any. BCPS offers no guarantee to Contractors(s) that a specific dollar amount will be inherent with an award of contract.

1.3 All proposals shall be submitted on the proposal form provided by BCPS. All blank spaces shall be filled in, in ink and properly signed.

1.4 This proposal may be withdrawn at any time prior to the actual opening of the proposals. The Offerors agree to hold their prices, under the same terms and conditions, for a period of one-hundred twenty (120) from the date of the proposal opening.

1.5 At proposals' due date each Offeror will be presumed to have read and to be thoroughly familiar with the specifications and related documents (including all Addenda). The failure or omission of any Offeror to receive or examine any form, instrument, or document, shall in no way relieve any Offeror from any obligation in respect of their proposal. It is the Offeror's responsibility to verify that they have received all addenda that have been issued prior to submission of their proposal.

- 1.6 Any omissions, errors, conflicts, or discrepancies in this document shall be called to the attention of BCPS immediately.
- 1.7 Offerors providing incomplete and/or inaccurate information to BCPS are subject to immediate termination of contract and/or rejection of their proposal as non-responsive.
- 1.8 Offerors are solely responsible for their expenses, if any, in preparing a response to this solicitation.
- 1.9 Time is of the essence.

2.0 Incorporation of Specifications

- 2.1 BCPS contractual terms and conditions shall govern and supersede any terms and conditions from the Offeror. Conditional proposals will not be accepted.
- 2.2 The right to reject any or all proposals is expressly reserved. BCPS will enter into contract preparation activities with the apparent Contractor. If these activities are judged to be ineffective or unacceptable, BCPS may cease activities and begin preparation with the next most favorably ranked Offeror.
- 2.3 If a favorably ranked Offeror has submitted any type of ancillary contract and/or agreement, such as Professional Service Agreements (PSA), to BCPS as a “condition” of award, BCPS reserves the right to cease contract fulfillment activities with that Offeror and begin contract preparation with the next most favorably ranked Offeror.
- 2.4 The following order of precedence shall apply:
 - .1 Board of Education of Baltimore County – Agreement/Contract
 - .2 Part III: Technical Specifications;
 - .3 Part II: Specifications--General Requirements;
 - .4 Part I: General Terms and Conditions;
 - .5 Any BCPS Purchase Order.

3.0 Qualification of Offeror

- 3.1 All Offerors shall include copies of any, and all appropriate licenses necessary to perform this work. All Offerors submitting a proposal shall include evidence that they maintain a permanent place of business and shall be authorized to transact business in Maryland and considered in “Good Standing” (all fees, taxes, and penalties owed to Maryland are paid). Bidders not listed in “Good Standing” at the time of bid opening may be rejected and deemed “non-responsive”. Visit the following website to ensure compliance:

<https://egov.maryland.gov/BusinessExpress/EntitySearch>

(BCPS bears no responsibility for the accuracy, legality, or content of the external site or for that of subsequent links. Contact the external site for answers to questions regarding its content.)

- 3.2 BCPS may conduct any necessary investigation to determine the ability of the Offeror to perform the work, and the Offeror shall furnish to BCPS all such information and data requested. BCPS reserves the right to reject any proposal if the evidence submitted by the Offeror or investigation of such Offeror fails to satisfy BCPS that such Offeror is properly qualified to carry out the obligations of the contract and to complete all requirements contemplated therein.
- 3.3 In determining the qualifications of an Offeror, BCPS will consider the Offeror's record and performance of any prior contracts with BCPS, Federal Departments or agencies, or with other public bodies. BCPS expressly reserves the right to reject the proposal of any Offerors if the investigation discloses that this proposal, in the opinion of BCPS, has not properly performed such contracts or has habitually and without just cause neglected the payment of bills or has otherwise disregarded their obligations to subcontractors, material suppliers or employees.
- 3.4 Offerors shall complete and provide the attached "REFERENCES" form with the return of their proposal. List at least three (3) references (K – 12 or Higher Education systems) where your firm has or is currently providing services as outlined herein. These are the references that should be supplied on the attached "REFERENCES" form.
- 3.5 All Offerors shall include copies of any, and all appropriate licenses/certifications necessary to provide the program. BCPS prefers that participating Offerors have been in business for at least three (3) years providing services to school systems of similar size and scope programs.
- 3.6 Successful Offeror(s) shall be able to document their ability to service an account of this size.
- 3.7 Offerors shall demonstrate that they have adequate staff to perform the required services. Offerors shall provide a resume for key project staff that will be assigned to BCPS. All human capital assigned by Contractor shall demonstrate appropriate depth of experience.
- 3.8 Offerors shall ensure that assigned employees who will be used on any BCPS project comply with terms and conditions specifically outlined within Part I: GENERAL TERMS AND CONDITIONS, including but not limited to Section 31. EMPLOYMENT OF CHILD SEX OFFENDERS and Section 36. CRIMINAL BACKGROUND CHECKS.
- 3.9 Use of subcontractor(s) and/or third-party providers, if any, shall be specifically identified within proposal. Subcontractor and/or third-party provider roles shall be

clearly expressed. BCPS reserves the right to accept or reject use of proposed subcontractor(s) and/or third-party provider(s). Use of a subcontractor prior to obtaining the expressed prior written consent of BCPS shall result in immediate termination of the contract for cause. Sub-contractor(s) are considered employees of the Contractor and are under its control and direction. The Contractor shall maintain Worker's Compensation in the statutory amount in accordance with the laws of the state of Maryland and as delineated within this specification.

- 3.10 Contractor shall be solely responsible for paying, withholding, and transmitting payroll taxes of the assigned employees; provide unemployment insurance and workers' compensation benefits; and handle unemployment and worker's compensation claims involving the assigned employees.
- 3.11 The services that the Contractor shall render to BCPS will be as an independent contractor. Nothing within the proposal documents and/or forms will be construed to create the relationship of principal and agent, employer, and employee, and/or joint employers of the assigned employees, between the Contractor and BCPS.

4.0 Bonding and Certificates of Insurance

- 4.1 A Proposal Bond is NOT required for this solicitation.
- 4.2 Performance Bonds and/or payment bonds NOT required for this solicitation.
- 4.3 CERTIFICATES OF INSURANCE
 - 4.3.1 Certificates of insurance will be provided by Contractor(s) only. Certificates shall be made out in the name of the "Board of Education of Baltimore County". The notification of any change in status of the insurance shall be provided to Contracts, 6901 Charles Street, Building "E", 1st Floor, Towson, Maryland 21204.
 - .1 Send or have delivered all certificates of insurance, to the attention of:

Baltimore County Public Schools
6901 Charles Street, Building "E", 1st floor
Towson, Maryland 21204
Attn: Contracts
 - .2 The Insurance Certificate shall name the "Board of Education of Baltimore County" as the "additional insured".**
 - .3 The Certificates of Insurance cancellation notice shall read:

"Should any of the above-described policies be cancelled before the expiration date thereof, the issuing company shall mail thirty (30) days in advance of the cancellation date notice to the certificate holder."

- .4 The Certificates of Insurance shall comply with all required coverages and provisions in Section 12 of BCPS' Part I General Terms and Conditions.

NOTE: ALL other wording shall be deleted.

- 4.3.2 Contractor(s) shall also maintain Employer's Liability Insurance with a limit of at least \$1,000,000 for each occurrence to cover diseases and injuries excluded under the Worker's Compensation Act.
- 4.3.3 Cost of Insurance shall be included in the proposal amount.
- 4.3.4 If Contractor fails to execute and deliver the signed Contract and Certificates of Insurance within ten (10) business days from receipt of the Contract, BCPS reserves the right to rescind award.
- 4.3.5 Contractor(s) shall comply with insurance requirements as stipulated within: PART I: GENERAL TERMS AND CONDITIONS, SECTION 16 INSURANCE.

5.0 Small Business and/or Certified Minority Business Enterprises

- 5.1 It is the intent of BCPS to achieve a minimum of 15% of the total dollar value of the contracts resulting from this solicitation to be made to Small Business and/or certified Minority Business Enterprises either directly or indirectly.

5.1.1 Definitions:

- .1 Minority Business: Any legal entity, other than a joint venture, organized to engage in commercial transactions and which is (1) at least 51% owned and/or controlled by one or more minority interest persons, or (2) a non-profit entity organized to promote the interests of the physically or mentally disabled. Minority Groups identified are:

African Americans
Asians
Hispanics
American Indians
Women
Physically or Mentally Disabled Individuals

- .2 Certified MBE: A minority business that holds a certification issued by the Maryland State Department of Transportation (MDOT) or other recognized municipalities or minority associations.
- .3 Small Business (SBE): A business which meets criteria (see form 5.2.1) regarding number of employees **OR** an annual revenue limit. BCPS reserves the right to request tax documents to support such a claim. Form 5.2.1 allows a company to self-certify as an SBE.

5.2 The following documentation shall be considered as part of the contract and shall be furnished **with your proposal/proposal**: All of these forms shall be completed or acknowledged within the "FORM of PROPOSAL". **Note that some forms may not apply**: they can be marked "N/A" on the top, and the form left blank.

Reference chart directly below:

OFFEROR STATUS	5.2.1 SBE Affidavit	5.2.2 Utilization Affidavit	5.2.3 Statement of Intent	5.2.4 Waiver Request
SBE/MBE	Y	Y	Y	N/A
Not SBE/MBE and <u>IS</u> MEETING Goal	N/A	Y	Y	N/A
Not SBE/MBE and <u>IS NOT</u> MEETING Goal	N/A	Y	N/A	Y

- 5.2.1 **Small Business Enterprise Affidavit**: A separate form completed and signed **by the prime contractor** to self-certify the Offeror company as an SBE firm.
- 5.2.2 **Small/Certified Minority Business Enterprise Utilization Affidavit**: A separate form completed and signed by the prime contractor acknowledging the goal.
- 5.2.3 **Small and Minority Business Enterprise and Proposal Statement of Intent**: A separate form completed and signed by the prime contractor and each SBE/MBE firm.
Note that the SBE/MBE firm may be the Offeror company.

A corporate diversity statement showing a company-wide use of SBE/MBE firms in the regular performance of business will be accepted.

NOTE: An SBE Offeror **may count** their own company efforts as meeting the goal. They will List their company as both the

'A. Proposal ____' and 'B. SBE/MBE ____'.

If the proposal is not naming any firm to meet the goals, then mark the form at the top as 'N/A', and do not complete the rest of the form.

5.2.4 **Request for Waiver** (if necessary): If the Offeror is unable to achieve the full contract goal for SBE/MBE participation, they may submit a written Request for Waiver, which shall include the following:

- .1 A detailed statement of the efforts made by the Offeror to identify portions of the work proposed to be performed by subcontractors in order to achieve the stated goal.
- .2 An explanation of why the stated goal is not possible.

If the Offeror is meeting the goal, then mark this form 'N/A'.

5.3 The MBE Liaison will review and accept or reject the SBE/MBE material that is submitted and may obtain legal advice or assistance from its attorney.

5.4 The MBE Liaison may assist the apparent low Offeror in identifying certified minority businesses that could participate in the contract.

6.0 **Inquiries**

6.1 No interpretation of the meaning of the plans, specifications, or other contract documents will be made to any Offeror orally. To be given consideration, inquiries shall be received at least seven (7) business days prior to the date fixed for the opening of proposals, so that they may be responded to in a timely fashion.

6.2 Any inquiries regarding the "SPECIFICATIONS" and/or the "SOLICITATION DOCUMENT" shall be IN WRITING and submitted via the following link:

[Bidder Inquiries](#)

VERBAL INQUIRIES WILL NOT BE TAKEN.

6.3 Any inquiries regarding the "MBE and/or SBE PARTICIPATION" in this proposal shall be directed to Melanie Webster at e-mail: SBE_MBE@bcps.org.

7.0 Addenda and/or Explanation of Proposal Documents

- 7.1 All changes to the proposal specifications and/or drawings will be made through the appropriate addenda. Any, and all such interpretations and any supplemental instructions will be available to all Offerors who pick up a copy of the proposal. Addenda will be issued at least five (5) business days prior to the date fixed for the opening of proposals, unless the addendum issued extends the due date of the proposal.
- 7.2 It is the Offerors' responsibility to verify receipt of all addenda. Failure of any Offeror to receive any addenda or interpretation shall not relieve that Offeror from any obligations under this proposal and as amended by all addenda. All addenda so issued shall become a part of the award and contract documents.

8.0 Pre-Proposal Meeting

- 8.1 There will be a Pre-Proposal Meeting at the place and time on the cover of this Request for Proposal.
- 8.2 Offerors must confirm attendance by clicking here: [Pre-Proposal/Pre-Proposal Meeting Response Form](#)
- 8.3 Please confirm your attendance no later than one business day prior to the pre-proposal meeting, indicating your firm's attendance. The Microsoft Teams teleconference dial in information will be provided to those individuals listed on your response form.

9.0 Proposal Opening

- 9.1 There will be NO public opening for this solicitation. No pricing information will be made available.
- 9.2 Complete evaluation of the proposals will not take place at the opening and no indication of award will be made at the opening. The recommended award(s) will be available in the Office of Purchasing after the completed evaluation.
- 9.3 BCPS reserves the right to review all materials and present a recommendation to the Board of Education prior to proposals being available for review through the Maryland Public Information Act request. (Refer to Section 12 below).
- 9.4 Offerors may identify any portion of their proposal as "Confidential" marking that individual page. The entire proposal may not be marked "Confidential". If the entire proposal is so marked, the entire proposal will be eligible for review under the Freedom of Information Act.

10.0 Offeror Proposal Response

- 10.1 Proposals shall be complete in every way so that a proper and complete evaluation of your capabilities. The proposal shall be clear, concise, and presented in an organized and intuitive manner. Each section shall be clearly labeled. Failure to respond to this solicitation properly and completely shall be justification for rejection of the Offeror as non-responsive.
- 10.2 Failure to provide a response for all requirements listed in this solicitation may result in the Offeror's entire proposal being deemed non-responsive and ineligible for award.
- 10.3 Offerors providing incomplete and/or inaccurate information to BCPS are subject to rejection of their proposal as non-responsive and/or immediate termination of contract.
- 10.4 Elaborate proposals (e.g. expensive artwork) beyond that sufficient to present a complete and effective proposal, are not necessary or desired.
- 10.5 Offerors are solely responsible for their expenses, if any, in preparing a response to this solicitation. This would include any costs incurred during the selection process or subsequent negotiations.
- 10.6 Offerors are required to review all the general requirements, software requirements, deliverables and specifications outlined within this solicitation.
- 10.7 Offerors shall address all the general requirements, software requirements, deliverables and specifications of this solicitation indicating compliance with, or acceptance of the requirement, and any additional explanation of their response. Offerors are required to declare whether or not the proposed solution meets and/or exceeds the attributes outlined within the solicitation. Offerors are responsible for informing BCPS of the requirements that are NOT supported by their proposed solution. Offerors shall identify any exceptions, referenced to the paragraph number, in a sub section titled "Exceptions".

11.0 Proposal Submittal Process

- 11.1 Proposals must be submitted electronically via the following link:
[Bid/Proposal Submissions](#)

Emailed, Mailed or hand delivered bids will be rejected and/or not accepted.

- 11.2 All proposals must be delivered to the above link by the specified due date and time. **Proposals returned to any other address or location will not be considered.**

- 11.3 **Submit one complete proposal submission only. If multiple submissions are received, BCPS will accept only the most recent submission and any previous submission will not be considered.**
- 11.4 Offerors are encouraged to submit responses in a timely manner to troubleshoot any electronic or network issues. **BCPS will not be held responsible for any network issues.**
- 11.5 The solicitation contains the following sections, forms, and attachments:
- 11.5.1 Part I: General Terms and Conditions
 - 11.5.2 Part II: Specifications – General Requirements
 - 11.5.3 Part III: Technical Specifications
 - 11.5.4 Form of Proposal
 - 11.5.5 MBE Procedures for Baltimore County Contracts
 - 11.5.6 Attachment A: BCPS Current Technology Ecosystem
 - 11.5.7 Attachment B: BCPS Student Data Privacy Requirements
 - 11.5.8 Attachment C: BCPS Software Review
- 11.6 All Offerors shall complete and return the forms, exhibits and/or affidavits as outlined herein to satisfy requirements of this solicitation. The Proposal Response shall be provided to BCPS per Section 11.1 above. **Offerors shall provide a separate PDF file for each document, as instructed herein:**
- 11.6.1 **“Form of Proposal”**: 13 pages, not including the “NO PROPOSAL” page and any additional “Reference” pages submitted by Offeror.
 - 11.6.2 **“Technical Proposal”** that addresses all requirements outlined herein. Specifically, the sections as outlined within Part III: Technical Specifications. In addition to addressing the requirements outlined in Part III, the Technical Proposal shall include the following completed attachments:
 - 11.6.2.1 Attachment C: BCPS Software Review
 - 11.6.3 **“Price Proposal”**: that contains all pricing information relative to performing the service as outlined within. The price proposal should address the “Pricing” section outlined within Part III: Technical Specifications.
- 11.7 The Proposal Response as outlined above shall be provided to BCPS per Section 11.1.
- 11.7.1 Submit one complete proposal only.
 - 11.7.2 **DO NOT INCLUDE PRICING INFORMATION WITH THE TECHNICAL PROPOSAL.** Separate PDF documents shall be submitted, one with the technical proposal and one with the price proposal. Failure to exclude

pricing separately as indicated may deem your firm non-responsive and no longer further consideration will be given.

- 11.8 All proposals shall be delivered as instructed above by the specified due date and time.
- 11.9 Submittals received after the published due date/due time will be rejected as non-responsive.
- 11.10 Submittals submitted improperly and/or incomplete may be deemed as non-responsive.
- 11.11 "FORM OF PROPOSAL" (SECTION 004000) shall include all of the following:
 - 11.11.1 Section 004000-1: Cover Page.
 - 11.11.2 Section 004000-2: "Price Proposal - Instructions"
 - 11.11.3 Section 004000-3: "References". Complete, sign and return with proposal.
 - 11.11.4 Section 004000-4: "Addenda". Offerors are reminded that the "Addenda" page should be completed and returned whether or not an actual addenda page was issued for this proposal. Complete, sign and return with proposal.
 - 11.11.5 Section 004000-5: "Proposal Sheet". Complete, sign and return with proposal.
 - 11.11.6 Section 004000-6: "State of Maryland Anti-Bribery Affidavit" & "State of Maryland Tax Certification" (on same page). Complete, sign and return with proposal.
 - 11.11.7 Section 004000-7: "Certification Regarding U.S. Government Debarment, Suspension, Ineligibility, and Voluntary Exclusion". Complete, sign and return with proposal.
 - 11.11.8 Section 004000-8: "Small Business Enterprise Affidavit". Complete, sign and return with proposal. If not considered a SBE, indicate "N/A".
 - 11.11.9 Section 004000-9: "Small and Minority Business Enterprise Utilization Affidavit". Complete, sign, and return with proposal.
 - 11.11.10 Section 004000-10: "SBE/MBE Statement of Intent". Complete, sign and return with proposal.
 - 11.11.11 Section 004000-11: "SBE/MBE Request For Waiver". Complete, sign, and return with proposal".

11.11.12 Section 004000-12-13: "Applicant Screening Affidavit". Complete, sign, and return with proposal.

11.11.13 Section 004000-14 "No Proposal Page". This page should only be returned if not participating in the proposal.

11.11.14 All other information and/or forms and/or affidavits specified in Specifications (Part II, Part III), and/or Addenda issued.

12.0 Access to Public Records Act Notice

12.1 The Board of Education of Baltimore County is subject to the Maryland Public Information Act, State Government Article § 10-611, et.seq. As a result, the Board may be required to disclose, upon request, certain public records. However the Act excludes from disclosure records that contain commercial information when the record is identified as: (1) a trade secret; (2) confidential commercial information; (3) confidential financial information; or (4) confidential geological or geophysical information.

12.2 If your proposal documents contain any of the following classifications of records, clearly note this specifically, on each relevant page that the document contains information that can be classified as confidential commercial, confidential financial information or a trade secret. Any pages that do not contain such a statement will be disclosed upon request under the Act.

13.0 Discussions with Responsible Offerors

13.1 Following the evaluation committee's review of initial Offerors' proposals, it may call for discussions with responsible Offerors whose proposals it determines are reasonably being considered for award. The evaluation committee may further define and clarify the needs of this solicitation during the initial evaluation.

13.2 The purpose of such discussions shall include, but not be limited to:

13.2.1 Determine in greater detail the Offeror's qualifications.

13.2.2 Explore with the Offeror the scope and nature of the project, the Offeror's proposed method of performance and the possibility of alternate methods.

13.2.3 Determine that the Offeror will make available the necessary personnel and facilities to perform within the requirements of this solicitation.

13.2.4 Agree upon fair and reasonable compensation, considering the estimated value of the services and the scope and complexity of this solicitation. BCPS shall reserve the right to request discussions with Offerors for the purpose of requesting a best and final offer.

- 13.3 In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. Revisions may be permitted following submission of initial proposals and prior to award of contract.

14.0 Revisions to Proposals

Following the initial proposal review and discussions (if any), the evaluation committee will either recommend an award of contract or call for a best and final offer from those Offerors it deems capable of meeting the scope and needs of this solicitation.

15.0 Debrief Process

A debriefing may be held at the request of any offeror for the purpose of receiving specific information concerning the evaluation. The debrief will be held after BCPS issues a notice of intent to award. Debriefs will not be scheduled after contract award. The discussion will be based primarily on the technical and cost evaluations of the offeror's final proposal. A debrief is not the forum to challenge the RFP specifications or requirements.

16.0 Document Ownership

In the event of contract award, all documentation produced as part of the contract will become the exclusive property of BCPS and may not be removed, transferred to another location or to another record-media, or destroyed by an employee of the Offeror without the written permission of BCPS. All proposals received from Offerors in response to this solicitation will become the property of BCPS and will not be returned to the Offerors. Selection or rejection of the proposal will not affect this right.

17.0 Award of Contract

- 17.1 Method of award will be to the responsive and responsible Offeror(s), receiving the most favorable evaluation by BCPS. Failure to provide an adequate proposal response shall result in Offeror's proposal being non-responsive and not eligible for award.

BCPS reserves the right to award to multiple Offerors.

- 17.2 All of the specifications are preferred requirements. The Offeror's proposal shall include responses to every item listed under Part III: Technical Specifications Duties of Contractors. Failure on the part of the Offeror to meet this requirement will constitute non-compliance to the specification and will eliminate the proposal from further consideration.

- 17.3 While pricing will be given consideration, BCPS will evaluate the criteria contained in the technical proposals as the primary evaluation tool.

- 17.4 BCPS reserves the right to reject all proposals and to re-solicit for services at its discretion.
- 17.5 Time is of the essence. Submission of a proposal/proposal, in response to this solicitation, shall mean that the Offeror can complete all work "as specified" within the specified time frame.

18.0 Term of Contract

- 18.1 The term of the contract shall commence from the day of signing of the contract after the Board of Education of Baltimore County's approval, and all terms and conditions shall remain in effect for **five (5) years from the date of Board of Education contract approval, with an option to extend for up to five (5) additional years upon mutual agreement.**
- 18.2 BCPS reserves the option to extend this contract for an additional period upon mutual agreement and under the same terms, conditions, and pricing.
- 18.3 BCPS reserves the right to terminate the contract for convenience at any time by providing the Contractor thirty (30) days prior written notice. The Contractor does not have a right to termination for convenience.
- 18.4 Contractor shall be granted the option to request an adjustment to pricing once per calendar year after year one of contract approval by the Board of Education. All pricing adjustment requests shall be made in writing to the Office of Purchasing and in accord with the conditions outlined herein.
 - 18.4.1 Contractor(s) shall submit a request for a Consumer Price Index (CPI) adjustment which may be applied to contract pricing. For calculating the CPI adjustment, the Office of Purchasing shall follow the instructions below:
 - .1 Access the U.S. Bureau of Labor Statistics website at the following internet address: <http://www.bls.gov/cpi/home.htm>
 - .2 Select "Data Tools", then select "Top Picks" for "Consumer Price Index-All Urban Consumers (Current Series)".
 - .3 Select from list "U.S. All items, 1982-84=100 - CUUR0000SA0". Select "Retrieve data".
 - .4 Select "More Formatting Options". Select "12 Months Percent Change". Click "Retrieve Data"
 - .5 Use the chart: 12 Months Percent Change, Series Id: CUUR0000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100

- .6 Adjustment shall be based on the average of the 12 months percentage change published by the U.S. Bureau of Labor Statistics at the time of request. For example, an adjustment request is submitted by Contractor to BCPS on November 5, 2004. The contract anniversary date is November 1. The U.S. Bureau of Labor Statistics has published data up to September 2004. Price adjustment would be based on the average from October 2003 to September 2004. This calculation shall include monthly U.S. Bureau of Labor Statistics data labeled as "Preliminary".
- 18.4.2 The CPI adjustment is NOT automatic. BCPS reserves the right to accept or reject the adjustment request within sixty (60) days of receipt of request.
- .1 If the request is rejected, the contract for that item shall be terminated thirty (30) days from the date of BCPS rejection letter.
 - .2 If adjustment request is rejected, BCPS reserves the right to purchase services from the next most favorable responsive and responsible Offeror, as the requested adjustment may change the award position. If the next most favorable responsive and responsible Offeror(s) does not have service available within the requested timeframe, BCPS reserves the right to purchase from any source.
 - .3 Contractor whose price adjustment has been rejected by BCPS shall be granted the right of first refusal and shall be given an opportunity to match the item pricing of next most favorably ranked responsive and responsible Offeror within ten (10) days of receipt of BCPS rejection notification.
- 18.4.3 BCPS reserves the right to decrease pricing if such downward adjustment is reflected within CPI data.
- 18.4.4 BCPS reserves the right to cap pricing adjustments. Increases shall not exceed five percent (5%) of the price for the immediately preceding year.
- 18.4.5 If Contractor requests a force majeure pricing adjustment, BCPS shall either accept or reject such on a case-by-case basis. Any such request shall be made in writing (on corporate letterhead) to the Office of Purchasing and substantially justified.
- 18.5 This is a multi-year contract and is subject to periodic performance reviews. If BCPS determines insufficiencies in contract performance, the Contractor shall meet with BCPS representatives to review the concerns and issues and develop a mutually agreed upon time for correction of service deficits. Failure to resolve service deviations shall result in cancellation of contract.

19.0 Vendor Registration

- 19.1 Offerors are invited to register on the BCPS "Vendor Self-Service" (VSS). Contractor(s) are required to register. Please follow the registration instructions below:
 - 19.1.1 Type the following into your browser:
http://businessservices.bcps.org/departments/fiscal_services/purchasing/
 - 19.1.2 Select: "Vendors"
 - 19.1.3 Select: "Vendor Self Service". (VSS supports the following browsers only: Microsoft Internet Explorer v8 or higher and Mozilla Firefox v2.2 or higher)
 - 19.1.4 Complete the application. Record your UserID and Password for future use.

- 19.2 Entering your corporate information into the VSS website is the first step in doing business with BCPS. If you have already done business with BCPS in the past, much of your information may already be present. You may only have to confirm or update the existing information.

- 19.3 If a company acquisition or merger occurs during the term of the contract, the Vendor shall notify the Purchasing Agent or the Office of Purchasing in writing with the details of the potential name change. If a name changes, a new W9-Form may be required.

- 19.4 For information regarding proposal opportunities, please visit website:
https://businessservices.bcps.org/departments/fiscal_services/purchasing/invitation_to_bid

Click onto "BCPS Invitation to Bid". This list is updated on a weekly basis.

20.0 Independent Contractor/Vendor

- 20.1 The Contractor is furnishing its goods and/or services hereunder as an independent Vendor, and nothing herein shall create any association, partnership, or joint venture between the parties hereto or any employer-employee relationship.

- 20.2 The Contractor acknowledges and agrees that it shall not be considered to be the agent, representative, master or servant of BCPS for any purpose whatsoever, and that it does not have any authority to enter into a contract, to assume any obligation or to give warranties or representations on behalf of BCPS.

- 20.3 The Contractor will not be entitled to and expressly disclaims any right to worker's compensation, retirement, insurance, or other benefits afforded to employees of BCPS.

21.0 Warranty

Intentionally omitted.

22.0 Subcontractors

The Contractor(s) shall NOT utilize the services of any subcontractor without the expressed prior consent of BCPS. Use of a subcontractor prior to obtaining the expressed prior written consent of BCPS shall result in immediate termination of the contract for cause.

23.0 Invoicing and Payment

BCPS shall authorize all services under the terms of this contract by means of a Purchase Order (PO) document issued by the BCPS Office of Purchasing. The "scope of work," and payment thereof, shall be limited to that which is delineated on the individual PO document. Contractors shall not assign workers under this contract and no work shall be performed by Contractor employees until receipt of PO from the BCPS Office of Purchasing. If Contractor submits an invoice for services that does not reference a valid BCPS PO number, payment for services may not be honored by BCPS.

23.1 All invoices submitted by Contractor(s) must reference the BCPS PO Number.

23.2 Contractor's Invoice Number, Invoice date and date of Deliverable.

23.3 Based upon the projected duration of a given project, BCPS reserves the right to make payment in full upon completion of the project, or to establish intervals for "payment of services to date," i.e., weekly, monthly, etc.

23.4 All invoices shall be submitted to the "Bill To" address as indicated on the PO.

23.5 The Contractor shall have an Invoice format approved by BCPS. Invoices must be sent in the original form to:

Attn: M. Ramin, Coordinator
Baltimore County Public Schools
Office of School Counseling
105 W Chesapeake Ave – Lower Level
Towson, Maryland 21204

24.0 Background Checks and Fingerprinting Requirements

24.1 BCPS requires that all Award Bidder(s) personnel assigned under this contract, who will be accessing any BCPS property, must comply with BCPS background check and fingerprinting requirements.

24.2 All Award Bidder(s) personnel assigned under this contract working on BCPS property are required to be fingerprinted by the Maryland Criminal Justice

Information System, or by an authorized private provider acceptable to BCPS (BCPS must give authorization in writing). The fingerprint-based background check must be “for childcare.” The cost will be borne by the Award Bidder(s) and all records sent directly to BCPS for final review and approval. BCPS reserves the right to reject the Award Bidder(s) employees based on information received from said background investigations. In accordance with Md. Ed. Code Ann., § 6-113 (b), the contractor shall not knowingly assign any employee to work on school premises if the employee has been convicted of a crime identified in Md. Ed. Code Ann., § 6-113 (a).

- 24.3 Award Bidder(s) personnel assigned under this contract who have unsupervised, uncontrolled or direct access to children or who are assigned duties in a school where unsupervised contact with children is likely are required to have a complete fingerprint-based background check at BCPS’s direction, which could include fingerprinting conducted by its in-house fingerprint Award Bidder(s) or at a site chosen by BCPS. The cost will be borne by the Award Bidder(s) and all records will remain in the custody of BCPS. In accordance with Md. Ed. Code Ann., § 6-113 (b), the contractor shall not knowingly assign any employee to work on school premises if the employee has been convicted of a crime identified in Md. Ed. Code Ann., § 6-113 (a).
- 24.4 Maryland Law requires certain child sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work and/or attend school. Section 11-722© of the Criminal Procedure Article of the Annotated Code of Maryland states, “[a] person who enters into 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 registrant. A person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding five years or a fine not exceeding \$5,000 or both.” If a child sex offender, sexually violent predator, or sex offender, as defined in the Criminal Law and Criminal Procedure Articles of the Annotated Code of Maryland, is employed by the Award Bidder(s), the Award Bidder(s) is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any BCPS property, including the project property. Violation of this provision may result in immediate Termination for Cause.
- 24.5 Additionally, in accordance with Md. Ed. Code Ann., §6-113 (b), the Award Bidder(s) and any of its subcontractors will not knowingly assign any employee to work on school premises with direct, unsupervised and uncontrolled access to children, if that employee has been convicted of a crime identified in Md. Ed. Code Ann., §6-113(a).
- 24.6 Please visit this link [[Fingerprinting - Division of Human Resources \(bcps.org\)](https://www.bcps.org/HR/Fingerprinting)] to obtain instructions on background checks and fingerprinting.

25.0 Contract Kick-Off Meeting

After the Board of Education of Baltimore County has approved the contract and upon receipt of the signed contract and certificate of insurance from the Contractor(s), the Office of Purchasing will arrange a **mandatory** Contract Kick-Off Meeting. The intent of the meeting is to review/discuss the contract terms and conditions and all the requirements in the performance of this contract. A Microsoft Teams link will be provided by the Purchasing Agent for your attendance.

END OF PART II: SPECIFICATIONS--GENERAL REQUIREMENTS

BALTIMORE COUNTY PUBLIC SCHOOLS

DIVISION OF BUSINESS SERVICES
DEPARTMENT OF FISCAL SERVICES
OFFICE OF PURCHASING

6901 CHARLES STREET, BUILDING "E", 1ST FLOOR
TOWSON, MARYLAND 21204
PHONE: 443-809-4334

TABLE OF CONTENTS

PART III: TECHNICAL SPECIFICATIONS

Section	
1.0	General Scope & Services
2.0	General Requirements
3.0	Web-Based Software Requirements
4.0	Contractor Deliverables
5.0	Proposal Requirements
6.0	Criteria First Round Evaluation
7.0	Criteria <u>Second Round</u> Evaluation
8.0	Technology Requirements and Student Privacy
9.0	Professionalism
10.0	Pricing

PART III: TECHNICAL SPECIFICATIONS

1.0 General Scope & Services

- 1.1 The Board of Education of Baltimore County invites qualified firms to submit proposals to provide a web based CCR platform or tool to support academic and post-secondary research, advising, and planning for the Baltimore County Public Schools (BCPS). This solution should facilitate student advising, goal setting, college and career research, college application support, and stakeholder communication. Services shall include a dedicated client services manager.
- 1.2 Offerors shall address all the general requirements, software requirements, deliverables and specifications of this solicitation indicating compliance with, or acceptance of the requirement, and any additional explanation of their response. Additionally, Offerors response shall include, but not be limited to the following:
 - 1.2.1 Detailed company history, including but not limited to the number of years in business and corporate locations.
 - 1.2.2 Most recent standard financial statement, or Dunn and Bradstreet report, indicating the company's current net worth, Dunn & Bradstreet rating and working capital position.
 - 1.2.3 Detail on firm's experience in providing solution to customers of similar scope, size, and infrastructure as BCPS. Include the number of accounts currently under service contract in the Baltimore area as well as nationally.
 - 1.2.4 Demonstrate that company has the resources and capability to provide solution as delineated in this solicitation.
 - 1.2.5 Resume for key project staff that will be assigned to BCPS. All staff assigned by Contractor shall demonstrate appropriate depth of experience.
 - 1.2.6 Detail on all partner, subcontractor, and/or third-party relationships relative to solution offered to BCPS. BCPS reserves the right to accept or reject use of proposed subcontractor(s) and/or third-party provider(s).
 - 1.2.7 Inform BCPS if any software programs that will be utilized in connection to these services. This shall include third party software and/or third-party tools. Offerors shall elaborate on relationships with all third-party software providers. BCPS reserves the right to accept or reject use of proposed third party provider(s), software, and tools.
 - 1.2.8 Implementation Plan – Provide a projected schedule for performing key phases of the projects, including estimated time frames, if applicable.

- 1.2.9 Provide copies of any service contracts to be executed in final agreement.
- 1.2.10 Provide copies of warranty agreements.
- 1.2.11 Identify any software licensing required by BCPS and provide samples of software licensing agreements.
- 1.2.12 Provide samples of all applicable reports.

2.0 General Requirements

- 2.1 The offeror shall provide a web-based solution to facilitate student advising, goal setting, college and career research, college application support and stakeholder communication, in alignment to all requirements and deliverables set forth below.
- 2.2 The offeror's solution shall be continuously available to students and staff, with a guaranteed uptime of 99.8% year-round. Offeror will provide BCPS with pro-rated invoice credit for any unscheduled unavailability of web-based solution. Failure to comply with any of the requirements shall result in termination of the contract for cause.
- 2.3 Provide on-going comprehensive professional learning for all new users, which include annual new hires. BCPS reserves the right to record trainings for review by all users for the purpose of onboarding and refresher training.
- 2.4 Provide BCPS staff the opportunity to participate in product development efforts that impact the efficient use of the system. Timely feedback of considerations and enhancements should be provided to BCPS as requested.
- 2.4 Ensure that BCPS is notified and provided with comprehensive training for all users when upgrades or enhancements are made to the system. BCPS should also have access to new add-on and features for at least one year before deciding to purchase additional features.
- 2.5 Provide BCPS users with consultant services that include web system support, mobile function support, and building assignments for student users.
- 2.6 Provide a consultant to assist with on-site and virtual training, implementation, and reporting. This includes assistance with district management and support with the initial implementation plan.
- 2.7 Offeror proposals shall elaborate on "end-user" training, required for effective use of the proposed web-based solution. Proposals shall include an estimated number of training hours required for "end users" to effectively utilize the web-based solution.
- 2.8 Offeror proposals shall elaborate on maintenance and support associated with the proposed web-based solution (i.e. unlimited telephone access (using toll free

number), available email, and remote diagnostics to support specialists during regular business hours).

- 2.9 Enable BCPS to disaggregate and filter data by custom attributes such as school or grade level to allow for deeper analysis.

3.0 Web-Based Software Requirements

Offerors response shall address the capability of the proposed solution with regards to the following web-based software requirements. Functions preceded by an asterisk (*) shall also be accessible via mobile device.

3.1 College Planning Tools:

- 3.1.1 * College search: Solution provides search and results for colleges filterable and sortable by categories including, but not limited to: cost, size, location, major, Historically Black Colleges and Universities (HBCU), public, private, single gender, faith based, gender diverse, support for students receiving special education services, student life, and national / global ranking.
- 3.1.2 * College Comparison Tool: Solution provides ability to compare multiple (at least three) colleges' admissions requirements against the student's data to review key factors, including GPA, test scores, cost, and size to assist user in making informed decisions about where to apply for college.
- 3.1.3 * College and Career Signups for Visits: Solution shall provide centralized coordination of signups using a system that allows staff users to enter appointment availability. Students can choose from available time slots for a specified event. Staff users should also be able to manage a single large group sign up for an individual event. The Office of School Counseling should be able to have a shared database of college and career representatives without them having to pay into a system to have access arranging appointments
- 3.1.4 * Calendar Compatibility: In conjunction with the signup system above, the system should be compatible with Microsoft Outlook and Google Calendar so dates can be transferred to the user's calendar.
- 3.1.5 Scholarships Managed by Schools and Central Office: Proposed solution should include a portal that allows for office-managed scholarship opportunities to be viewed by all students and parents in the network. In addition, solution should allow local school-managed entries to be created by each school that are only visible by members of that school community.

* Students and parent users should be able to save scholarships information to their account. Parents, counselors (and possibly friends in the same school), should be able to make scholarship recommendations to the student. Counselors should have the ability to share scholarships by email based on filtered criteria for students and parents.

The solution should allow for tracking of scholarship application outcomes by individual schools and central office . The ability to filter by pre-determined criteria, reorder columns, archiving, and status updates (temporarily / active / inactive) are also needed. Students should also be able to provide updates on scholarship outcomes.

- 3.1.6 Electronic Document Submission: The proposed solution should have the function to send all required application documents to colleges, NCAA and scholarship organizations. The system should allow users to securely prepare and submit college and career documents to colleges, the military, and employers. Application documents may include teacher/counselor recommendations, school profile, secondary report forms and other supporting documents. The system should be compatible with The Common App, the Common Black College App and other application platforms, and allow editing of defaulted fields to facilitate completion of the application.
- 3.1.7 Multiple Transcripts Upload: The solution should be capable of importing a high volume of large document files (readable PDFs) for the entire senior class (or district) at one time, and that would link to individual student accounts. The solution must be compatible with the current SIS system (currently Focus SIS).
- 3.1.8 Transcript Request System: Allows students or parents to request transcripts for all colleges, NCAA or scholarship requesting information. Allows BCPS administrators to fulfill multiple or individual requests. The system should be able to restrict requests if Parental Release of Records form wasn't received.

3.2 Career Exploration Tools:

- 3.2.1 * Enrichment Programs: Access to a database of summer programs for adolescents to gain unique experiences at colleges, universities, and abroad in specific areas of interest.
- 3.2.2 * Apprenticeship Programs: Access to a database of apprenticeship programs for adolescents to gain unique and real-world experiences at employment sites matched to specific areas of interest.
- 3.2.3 * Career Videos: Browse a broad up-to-date video collection to learn about careers (including military careers, career clusters, skills, and abilities, and more).
- 3.2.4 * Career Exploration Search (exploring career types): Explore list of careers based on interests in a chosen path. The tool should be searchable, filterable,

and give students the ability to obtain details about any occupation including tasks, knowledge, skills, salary, and job outlook.

3.2.5 * Career Cluster Inventory: Ability to explore an up-to-date list of various careers that are related in a broad category. These careers are identified based on academic and personal interests that connect to a career pathway.

3.2.6 Salary Information Tool: A tool to help users find salary information for careers and can be sorted by wage, employment statistics for the nation and state.

3.3 Assessment Tools:

3.3.1 * Career Interest Profiler: An assessment to help students identify careers that meet their interests. May include a series of questions about what students do and do not enjoy doing. Preferences are then matched with careers that match overall interest.

3.3.2 * Work Values Assessment: Supports students in understanding that the best career choices are ones that match student values. The assessment should explore how career choices relate to work values, identify careers that match student's personal work values and identify a workplace that fits those values.

3.3.3 * Personality Assessment: Self-assessment tool which identifies how users interact with their surroundings, their worldview, decisions making, coping skills, approach work and workplace habits. Assessment results will identify traits that influence career choice.

3.3.4 * Learning Styles Inventory: An assessment tool to support optimal student learning by helping students understand their learning style and productivity preferences.

3.3.5 * Employability Skill Assessment: A tool that identifies student skills and matches them to careers that use those skills. The assessment will result in a list of skills that can be used to link students to careers.

3.3.6 * Lifestyle Choice Assessment: An assessment tool that would allow students to explore desired lifestyle choices and its connection to careers and salaries from different cities and states. Students learn how money decisions are made based on the kind of occupation that will support the lifestyle students plan to live.

3.3.7 Survey Builder: Solution should have capability to create customized surveys that can be developed and shared from individual schools or central office. This may include needs assessments, graduation plans, graduation, or transition surveys. They should provide data points for staff users to disaggregate for future use. Results should be exportable to Microsoft Excel.

3.4 Job Search Tools:

- 3.4.1 * Employment Opportunities: Job seekers may use any combination of search criteria: keyword, occupation, employer, zip code, education level to find full and part time employment. Additional search tools to include accessibility features, and labor market analysis.
- 3.4.2 * Resume Writing Feature: Solution should include an easy-to-use tool to build, customize, print, and export resume in multiple designs and formats. Includes sections for an objective, summary of qualifications, work experience, volunteer experience, education, extracurricular activities, special recognitions, leadership roles, and list of references. Students should be able to build the resume over time, saving details in their individual account until their ready to download.
- 3.4.3 Portfolio Builder: Solution should include a user-friendly feature to create a collection of academic achievement or scores, extracurricular activities, and supplemental uploaded documents that serve to create a usable online (or downloadable) portfolio for job interviews or college admissions.

3.5 Academic Tools

- 3.5.1 Course Scheduling Recommendations: Course planner or projection feature that identifies high school courses students can take that align with their career aspirations or a college major.
- 3.5.2 * Goals and Reminders: Focus on academic and personal / social goals that includes a template to write SMART goals and create next steps students can calendar so they have a reasonable timeframe for completion. Feature should include alerts and reminders that are exportable to common calendar apps like Microsoft Outlook or Google Calendar.

3.6 General Software Functionalities

- 3.6.1 School Based Communication Tools: The following functions of the platform should incorporate the following communication features:
 - Emailing students and parents from schools and the central office
 - Drafting emails
 - Create email templates
 - Ability to schedule emails to be sent in the future
 - Text to speech capabilities
 - Closed caption videos
 - Language translation
 - Sending emails based on filtered criteria (gender, race, GPA, etc.)
 - Scheduling automated reminder emails about important dates and deadlines

3.6.2 Counselor Tools: The following counseling tools should exist within the CCR platform:

- Post-secondary plan tracking by college, career, and military benchmarks
- Ability to customize student view
- Ability for counselors to add note entries
- Ability to upload documents for one or multiple students at one time
- Create and share surveys from schools or central office
- Assign tasks for students to complete
- Create student groups (first gen, AVID, etc....)
- Platform support by phone, email and/or live chat

3.6.3 Central Office Support Tools, Platform and Reporting capabilities:

- Sending emails based on filtered criteria (gender, race, GPA, etc.) to all students and/or parents in the school system
- Single sign on for students, parents, and staff (with regular updates)
- Support for users with disabilities (WCAG accessible)
- Analytics by individual school and school system (grad survey, matriculation, scholarship, task completion, usage, career reports)
- Sort by subgroups and post-secondary plans
- Usage reports: student, parent, and staff usage
- Create student groups (first gen, AVID, etc....)
- Platform support by phone, email and/or live chat

4.0 Contractor Deliverables

Offerors response shall address the following required deliverables:

- 4.1 Services shall include a dedicated client services manager that leads support meetings to point out key data insights and ensure that all BCPS stakeholders can access and act on the data.
- 4.2 On an annual basis, offeror shall provide BCPS with an end-of-year student engagement report. This usage report should outline access, survey results, and graduation plans, disaggregated by subgroups such as race, gender, student outcomes, etc. Reports should show historical data for up to five years as evidence of evidence of growth and longitudinal impact.
- 4.3 The dedicated client service manager shall consult with Office of School Counseling staff to develop training modules for school-based users, as well as student-parent user activity sequences.

5.0 **Proposal Requirements**

THE TECHNICAL PROPOSAL MUST INCLUDE ALL OF THE FOLLOWING ITEMS ORGANIZED IN ORDER PRESENTED BELOW. PAGE LIMITS ARE INDICATED BELOW – **PROPOSALS MAY NOT EXCEED FIFTY PAGES** (NOT INCLUDING REQUIRED ATTACHMENTS OR RESUMES). FAILURE TO INCLUDE THE SUBMISSIONS OR EXCEEDING SPECIFIED PAGE LIMITS MAY RENDER THE PROPOSAL NON-RESPONSIVE.

5.1 TECHNICAL PROPOSAL

5.1.1 Title Page. **Limited to one page.** Proposal must identify the following:

GDA-306-23 Web Based College and Career Exploration Platform
Name, Address, and telephone number of Offeror

5.1.2 Table of Contents. **Limited to one page.** Proposal must include a clear and complete identification of the materials submitted by section and page number.

5.1.3 Transmittal Letter and Acknowledgement. **Limited to one page.**

5.1.3.1 At a minimum, include a brief understanding of the software and services to be provided and a positive commitment to perform the services within the specified time period.

5.1.4 Technical Approach. **Limited to thirty pages**, not including specified attachments. Proposals must include:

5.1.4.1 The Offeror shall address each requirement from Section 2.0 Duties of Award Offeror through Section 6.0 Special Considerations and describe how its proposed software and services will meet or exceed the requirement(s).

5.1.4.2 The Offeror shall provide sample implementation, training, maintenance, and support plan(s) as evidence of ability to meet functional requirements.

5.1.4.3 The Offeror shall provide a sample project schedule to demonstrate proposed implementation.

5.1.4.5 The Offeror shall provide all software specifications, samples of end-user documentation and sample reports.

5.1.4.6 The Offeror shall provide completed copies of Attachment C: BCPS Software Review.

- 5.1.5 The Offeror must discuss potential problems or concerns associated with the RFP and recommend methods of addressing and resolving the problems or concerns. **Limited to three pages.**
- 5.1.6 The Offeror must describe any exceptions to BCPS General Terms and Conditions. **Limited to five pages.**
- 5.1.7 Profile of the Firm. **Limited to five pages.** Proposals must include:
 - 5.1.7.1 The proposal should state the size of the firm, the size of the firm's staff, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement.
 - 5.1.7.2 Describe qualifications and experience that substantiates the firm as having an excellent reputation in providing bus tracking solutions to public school systems.
 - 5.1.7.3 Provide references for customers using the proposed solution with comparable size and demographic backgrounds to BCPS.
- 5.1.8 Staff Qualifications and Experience. **Limited to four pages** (not including resumes for key Project Staff) Resumes should be limited to two pages per Staff member identified. Proposals must include:
 - 5.1.9 Identify all staff providing services to BCPS.
 - 5.1.10 Provide resumes of key Project Staff
 - 5.1.11 Identify all partners or subcontractors proposed to provide services to BCPS.
- 5.2 Price Proposal
 - 5.2.1 Proposals shall include a break-out of **all costs** associated with **all deliverables/services proposed**, to meet the BCPS requirements as outlined herein. BCPS prefers price proposals not exceed two pages total. No specific price proposal format will be provided by BCPS.
 - 5.2.2 Pricing will also be evaluated based on whether the proposal:
 - 5.2.2.1 Is clear, concise, and easy to understand.
 - 5.2.2.2 Encompasses the full range of services described, with each major component itemized for additional detail.

5.2.2.3 Identifies “one-time costs” vs. “recurring costs” and broken out by each year of service (as appropriate).

5.2.2.4 Provides a good value for services described.

5.2.3 Offerors shall include travel and living expenses (if applicable) within proposal response. BCPS will not be responsible for paying any additional travel and/or living expenses to Contractor, above and beyond the costs included within the original proposal response.

5.2.4 BCPS shall not reimburse for cell phone usage or vehicle mileage.

5.2.5 BCPS reserves the right to request pricing clarification.

5.2.6 BCPS reserves the right to negotiate payment schedule based upon deliverables / milestone achievements with Contractor.

6.0 Criteria First Round Evaluation:

Offerors’ submittal of “Section 004000- Form of Proposal”, and “Attachment C: BCPS Software Review” deemed complete and accurate. (Total 100 points)

6.1 Cover Page 004000-1 (5 points)

6.2 Price Proposal – Instructions 004000-2 (5 points)

6.3 References 004000-3 (5 points)

6.4 Addenda 004000-4 (5 points)

6.5 Proposal Sheet 004000-5 (5 points)

6.6 State of Maryland Anti-Bribery Affidavit & Tax Certification 004000-6 (10 points)

6.7 Certification Regarding U.S. Government Debarment 004000-7 (10 points)

6.8 Small Business Enterprise Affidavit 004000-8 (5 points)

6.9 Small and Minority Business Enterprise Utilization Affidavit 004000-9 (15 points)

6.10 SBE/MBE Statement of Intent 004000-10 (10 points)

6.11 SBE/MBE Request for Waiver 004000-11 (10 points)

6.12 Applicant Screening Affidavit 004000-12-13 (5 points)

6.13 “Attachment C: BCPS Software Review” (10 points)

NOTE: Offerors that do not receive at least 85 points in the first round are eliminated and not considered any further.

7.0 Criteria Second Round Evaluation:

7.1 The second-round evaluation will take place in four stages:

- 7.1.1 Evaluation of Technical Proposal
- 7.1.2 Evaluation of Price Proposal
- 7.1.3 Product Demonstrations
- 7.1.4 Prototype Environment and Best and Final Offer (BAFO)

7.2 Technical Proposal

7.2.1 Technical Proposal Evaluation Criteria

EVALUATION CRITERIA	
POINTS	CRITERIA
60	Functional Requirements <ul style="list-style-type: none"> • Proposed solution meets the RFP’s functional requirements and technical approach without major exceptions. • Solution is easy to understand and intuitive to use. • Solution output is clear, accurate, and actionable. • Compliance with technical requirements and existing software. • Solution approach, plan, and schedule is favorable • Quality of web-based and mobile application is high • Breadth and quality of service and support is comprehensive • Extent of modifications required to meet requirements is minimal
25	Experience and Qualifications of Firm <ul style="list-style-type: none"> • Quality of Firm reputation in the industry • Quality of references (prefer similar size / scale in K-12 environment) • Current workload and ability to complete required work on schedule • Financial stability of firm
10	Experience and Qualifications of Proposed Staff and/or Partners <ul style="list-style-type: none"> • Strength of resumes of proposed staff/project team • Team organization and amount of aggregated experience
5	Quality of Overall Proposal / Presentation
100	TOTAL (Technical)
During the evaluation process, if average score falls below 80 points out of 100, proposal will be deemed not acceptable.	

7.3 Price Proposal

7.3.1 Pricing will remain unopened until after completion of Technical Proposal evaluation.

7.3.2 All Offerors scoring a minimum of 80 points in the Technical Proposal evaluation will proceed with a Pricing Proposal evaluation.

7.3.3 Price Proposal Evaluation Criteria

EVALUATION CRITERIA	
POINTS	CRITERIA
10	Pricing contains all required elements identified in Part III section 5.2
10	TOTAL
During the evaluation process, if average score falls below 8 points out of 10, proposal will be deemed not acceptable.	

7.4 Product Demonstrations

7.4.1 After evaluation of Technical and Price Proposal, no more than four (4) suppliers will be chosen to provide product demonstrations at a BCPS facility or over a virtual environment as needed. The highest scoring offerors from the Technical and Price Proposal evaluations will be selected. BCPS reserves the right to determine final number of offerors to participate in demonstrations.

7.4.2 The demonstration location will be provided at time of scheduling. Demonstrations are limited to 90 minutes in length, including introductions, demonstration of functionality, and questions and answers.

7.4.3 Costs associated with demonstrations are the responsibility of the supplier and not to be included in the Price Proposal.

7.4.4 Suppliers are expected to provide a “live” demonstration – screen shots, mock-ups, and/or video playback of a recorded demonstration is strictly prohibited. Offerors found to be utilizing anything other than a live demonstration will be disqualified.

7.4.5 Final demonstration criteria will be provided to qualified offerors once demonstrations are scheduled.

7.4.6 Product Demonstration Evaluation Criteria

7.4.6.1 Points will be awarded for each of the functional requirements to be demonstrated. Points are distributed based on the following scale:

- 7.4.6.1.1 Meets Requirement – 2 Points Awarded
- 7.4.6.1.2 Meets Requirement with Concerns – 1 Point Awarded
- 7.4.6.1.3 Does Not Meet Requirement – 0 Points Awarded

7.4.6.2 Technical Proposal, Price Proposal and Product Demonstration Evaluations are independent. The final number of offerors to progress to the final stage of evaluation will be determined based on the Product Demonstration score.

EVALUATION CRITERIA	
POINTS	CRITERIA
60	Product Demonstration
60	TOTAL
During the evaluation process, if average score falls below 48 points out of 60, proposal will be deemed not acceptable.	

7.5 Prototype Environment and Best and Final Offer (BAFO)

7.5.1 After evaluation of Product Demonstration, no more than three (3) suppliers will be chosen to provide a Best and Final Offer (BAFO) and a prototype environment (“sandbox”) for evaluators to trial the mobile and/or web-based application. The highest scoring offerors from Product Demonstrations will be chosen to provide the sandbox and BAFO. BCPS reserves the right to determine the final number of offerors to participate in sandbox and BAFO.

7.5.2 Delivery of the BAFO and sandbox environment is required within 10 days of the request from BCPS. Suppliers who are unable to meet this requirement may be disqualified from further consideration.

7.5.3 Costs associated with delivery of the sandbox are the responsibility of the supplier and not to be included in the Price Proposal.

7.5.4 BCPS reserves the right to call for discussions with responsible offerors whose proposals it determines are reasonably considered for award.

7.5.5 BCPS reserves the right to negotiate any and all parts of proposals from responsible offerors as part of the BAFO process.

7.5.6 Evaluation Criteria for BAFO and Prototype Environment:

EVALUATION CRITERIA	
POINTS	CRITERIA
20	Compatibility with Functional Requirements
5	Best and Final Offer
25	TOTAL

7.6 After consideration of the factors set forth in this RFP, the committee will recommend award to the offeror whose proposal is most advantageous to BCPS.

- 7.7 This RFP will result in the submission of “proposals” (not “bids”), and the Evaluation and award process will be based on both scored technical response, price response, demonstration, and prototype environment, not just price.

8.0 Technology Requirements and Student Privacy

- 8.1 BCPS is dedicated to making Web content accessible and believes in providing accessible web content for all individuals. To help ensure only accessible content and applications are made available to every stakeholder, and to meet Web Content Accessibility Guidelines (WCAG) as proposed by the World Wide Web Consortium (W3C), all Offerors shall complete “Attachment C: BCPS Software Review”, included within this solicitation. “Attachment C: BCPS Software Review” may be included as an exhibit to the Agreement/Contract between the Board of Education of Baltimore County and the Contractor. The school system’s goal is to provide Web content that achieves AA conformance as prescribed by the W3C, while also complying with Section 504 of the Rehabilitation Act of 1973. Only WCAG 2.0 Level AA compliant products will be purchased and integrated by BCPS.
- 8.2 “Attachment B: Student Data Privacy Requirements” may be included as an exhibit to the Agreement/Contract between the Board of Education of Baltimore County and the Contractor.

9.0 Professionalism

- 9.1 BCPS requires that Contractor provide services in a professional manner. The following infractions may result in termination of the contract with Contractor:
- 9.1.1 Failure of the Contractor to complete tasks/deliverables in a timely fashion.
 - 9.1.2 Failure of the Contractor to provide properly trained and experienced employees to perform services as specified.
 - 9.1.3 Failure of any Contractor employee to refrain from any comments and/or gestures to staff and/or students that could be interpreted as inappropriate and/or obscene.
 - 9.1.4 Failure of any Contractor employee to dress appropriately for work within a professional environment.
 - 9.1.5 Failure of any Contractor employee to abide by the BCPS no smoking policy. BCPS maintains a Tobacco-Free environment. Furthermore, BCPS policy prohibits gambling, alcohol, drugs, and obscene/abusive language.

- 9.2 Termination of a Contractor for violating any of the above policies will result in that Contractor being unable to submit proposals for any BCPS service for up to twelve (12) months from the date of termination.
- 9.3 BCPS will determine acceptability of all work and/or services performed. If the work and/or services are not acceptable, Contractor will be called in to review and correct all performance deficiencies without additional cost to BCPS. Upon notification by BCPS, Contractor will correct all performance deficiencies in accordance with a schedule jointly agreed upon.

END OF PART III: TECHNICAL SPECIFICATIONS

BALTIMORE COUNTY PUBLIC SCHOOLS

6901 Charles Street, Building "E", 1st Floor
Towson, Maryland 21204

Division of Support Services

Office of Purchasing

Raising the bar, Closing gaps, Preparing for our future - An Affirmative Action Employer

SECTION 004000 "FORM OF PROPOSAL"

Bidders shall complete and return all the following forms with their bid.
(*except this form)

Cover Page	004000-1
Price Proposal - Instructions	004000-2
References	004000-3
Addenda	004000-4
Proposal Sheet	004000-5
State of Maryland Anti-Bribery Affidavit & Tax Certification	004000-6
Certification Regarding U.S. Government Debarment	004000-7
Small Business Enterprise Affidavit	004000-8
Small and Minority Business Enterprise Utilization Affidavit	004000-9
SBE/MBE Statement of Intent	004000-10
SBE/MBE Request For Waiver	004000-11
Applicant Screening Affidavit	004000-12-13
*No Bid Page	004000-14

SECTION 004000 - FORM OF PROPOSAL

DATE: _____

SOLICITATION TITLE: WEB BASED COLLEGE AND CAREER EXPLORATION
PLATFORM

BCPS BID NUMBER: GDA-306-23

BID SUBMITTED BY: _____
(Company Name as reflected on your company's W-9 Form)

SUBMITTED TO: Please follow the instructions within the Solicitation Documents for Bid Submission.

As the duly authorized representative of the firm, I hereby declare that I have carefully examined the Part I: GENERAL TERMS AND CONDITIONS, PART II: SPECIFICATIONS--GENERAL REQUIREMENTS, PART III: TECHNICAL SPECIFICATIONS and all addenda issued. I have received clarification on all items upon which any doubt arose, understand that all these form a part of the contract. The undersigned hereby agrees to furnish all services, equipment, components, accessories and/or software as required and specified.

(Signature of Bidder) (Date)

PRICE PROPOSAL - INSTRUCTIONS:

Pricing shall be submitted as determined in Part III Technical Specifications,
Section 5.2 Price Proposal.

(Signature of Bidder) (Date)

REFERENCES

List at least 3 references (preferably school systems) -- one may be with BCPS, customers of your organization over the last eighteen (18) months. References--should include items of similar scope and size for which your firm has provided service. Make additional copies of this page if necessary.

Reference #1

Customer/Client Name

Description of Product or Services Provided to Customer/Client

Representatives Name

(_____)_____
Representative's Phone #

Representative's Email

Reference #2

Customer/Client Name

Description of Product or Services Provided to Customer/Client

Representatives Name

(_____)_____
Representative's Phone #

Representative's Email

Reference #3

Customer/Client Name

Description of Product or Services Provided to Customer/Client

Representatives Name

(_____)_____
Representative's Phone #

Representative's Email

(Signature of Bidder) (Date)

ADDENDA

(If applicable) Please complete and return with your bid response.

I, the undersigned, acknowledge receipt of the following addenda to this solicitation.

Addendum #1 - Date Issued _____

Addendum #2 - Date Issued _____

Addendum #3 - Date Issued _____

Addendum #4 - Date Issued _____

Signature

Title

Supplier Name

PROPOSAL SHEET

- _____ I / We certify that to the best of my/our knowledge, that neither this firm, nor any of its officers, directors to partners nor any of its employees directly involved in obtaining contracts with Federal, State or Local Agencies have been found in violation or attempting to violate procurement articles of the Annotated Code of Maryland (S.F. Section 16.202).

- _____ I / We certify that this bid is made without any previous understanding, agreement, or connection with any person, firm or corporation making a bid for the same supplies, materials, and equipment, and (contracted) services, and is in all respects fair and without collusion or fraud.

- _____ I / We certify that all material and equipment bid by this firm, to be supplied to the Baltimore County Public Schools meets all safety and health standards as prescribed by the rules and regulations of the Maryland Occupational Safety and Health Act (MOSHA). MOSHA STANDARDS 29 CFR 1910.

- _____ I / We certify that all materials delivered to, and/or used or brought on to BCPS property is accompanied by a manufacturer’s certification verifying/confirming item(s) to be “asbestos free.”

- _____ I / We certify that this firm adheres to or follows non-discriminatory practices with respect to the employment or promotion of personnel without regard to color, creed, race, sex, or national origin.

- _____ I / We propose to furnish, package, mark, and deliver to the Baltimore County Public Schools, the supplies, materials or equipment as required in the accompanying specifications at the unit prices indicated.

- _____ I / We certify that this firm is aware of and adheres to Section 11-722(c) of the Criminal Procedure Article, of the Annotated Code of Maryland; and, Md. Ed. Code Ann., §6-113.

Is your company a certified Minority Business Enterprise with the State of Maryland? ___ Yes ___ No MDOT # _____

Please indicate which group qualifies the business as a Minority Business Enterprise:

(African American) (Alaskan Native) (Asian) (Women) (Hispanic) (American Indian) (Physical or Mental Disabled Individual)

As the duly authorized representative of the bidder and having the legal authority to make this proposal, I hereby declare that I have carefully examined Terms, Conditions, Requirements, Specifications and Drawings (including all Addenda), forming a part of the Contract and agree to furnish all permits, inspections, labor, equipment, and materials to complete work as specified for the price as indicated for the Baltimore County Public Schools. **PLEASE LIST COMPANY’S LEGAL NAME AND INCLUDE D/B/A IF APPLICABLE.**

Company: _____

Federal Tax ID (EIN): _____ (Required)

Address: _____

Signature: _____

Typed Name/Title: _____

Telephone: _____ Date _____

e-mail: _____

Additional Company Representative (Required):

Name: _____

e-mail: _____

Telephone: _____

STATE OF MARYLAND ANTI-BRIBERY AFFIDAVIT

I HEREBY CERTIFY that

1. I am the _____ and the duly authorized representative of the firm
of _____ who address is _____

_____, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

2. Except as described in paragraph 3 below, neither I, nor to the best of my knowledge, the above firm, nor any of its officers, directors, or partners, or any of its employees directly involved in obtaining contracts with the State or any county, bi-county, or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo contendere to a charge of, or have during the course of official investigation or other proceeding admitted in writing or under oath acts or omissions committed after July 1, 1997, which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any state or federal government.
3. (State "none" or, as appropriate, list any conviction, please, or admission described in paragraph 2 above, with the date; court, official, or administrative body; and the sentence or disposition, if any.)

I acknowledge that this affidavit is to be furnished to the requesting agency, to the Secretary of Budget and Fiscal Planning of Maryland, and, where appropriate, to the Board of Public Works and the Attorney General under 16-202, S.F. of the Annotated Code of Maryland. I acknowledge that if the representations set forth in this affidavit are not true and correct, the State may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with 16-203, S.F. of the Annotated Code of Maryland, which provides that certain persons who have been convicted or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

_____	_____
Witness Signature	Bidder Signature

	Date

STATE OF MARYLAND TAX CERTIFICATION

At the time a bid or proposal for a State procurement contract of \$10,000 or more is submitted, the bidder or offeror shall certify to the procurement officer that the bidder or offeror has paid all taxes, unemployment insurance contribution, reimbursement payments, and interest not barred by limitations and payable to the comptroller, the Department of Assessments and Taxation or the Department of Economic and Employment Development or has provided for payment in a manner satisfactory to the unit responsible for collection; and if the bidder or offeror is a vendor of tangible personal property, the bidder or offeror possesses a valid sales and use tax license under Title 11, Subtitle 7 of the Tax - General Article.

I acknowledge that this certificate is to be furnished to the requesting agency, and to the Comptroller of the Treasury, Sales and Use Tax Division under 13-222, S.F. of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this certificate are not true and correct, the State may terminate any contract awarded and take any other appropriate action.

BIDDERS SHALL PROVIDE STATE OF MARYLAND TAX CERTIFICATION NUMBER ON THE LINE DIRECTLY BELOW:

I do solemnly declare and affirm under the penalties of perjury that the contents of this certificate are true and correct.

_____	_____	_____
Bidder Name/Title (please type or print)	Bidder Signature	Date
_____	_____	_____
Witness Name/Title (please type or print)	Witness Signature	Date

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

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

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

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

Name and Title of Authorized Agency/Organization Representative

Signature

Date

Agency/Organization

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

**Baltimore County Public Schools
SMALL BUSINESS ENTERPRISE AFFIDAVIT**

_____ N/A **If the bidder firm is NOT an SBE, then check the blank, and do not complete any further.**

The undersigned does hereby make the following Affidavit. I affirm that my company or I am a Small Business Enterprise (SBE). A Small Business is a for-profit business, other than a broker, that meets the following criteria:

1. it is independently owned and operated;
2. it is not a subsidiary of another business;
3. it is not dominant in its field of operation;
4. its wholesale operations did not employ more than 50 persons, OR its gross sales did not exceed an average of \$4,000,000 in its most recently completed 3 fiscal years
5. its retail operations did not employ more than 25 persons, OR its gross sales did not exceed an average of \$3,000,000 in its most recently completed 3 fiscal years
6. its manufacturing operations did not employ more than 100 persons, OR its gross sales did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years
7. its service operations did not employ more than 100 persons, OR its gross sales did not exceed an average of \$10,000,000 in its most recently completed 3 fiscal years; and
8. its construction operations did not employ more than 50 persons, OR its gross sales did not exceed an average of \$7,000,000 in its most recently completed 3 fiscal years
9. its architectural and engineering operations did not employ more than 100 persons, OR its gross sales did not exceed an average of \$4,500,000 in its most recently completed 3 fiscal years
10. BCPS reserves the right to request tax documents to support such a claim

Name and Title: _____

Company: _____

Street Address: _____

City, State, Zip: _____

Business Phone: _____

Signature/Date

Witness/Date

Print Name Signed Above

Print Name Signed Above

¹Board of Education of Baltimore County Policy No. 3200; Board of Education of Baltimore County Superintendent's Rule No. 3200 (Policy Adopted 9/10/96).

Baltimore County Public Schools

SMALL AND MINORITY BUSINESS ENTERPRISE UTILIZATION AFFIDAVIT

The undersigned as a contractor does hereby make the following Affidavit. I acknowledge the Small Business Enterprise (SBE) and Certified Minority Business Enterprise (MBE) participation goal of **15%** percent for the contract with the Baltimore County Board of Education, and commit to make a good faith effort to achieve this goal. In the solicitation of subcontract quotations or offerors, all SBE and MBE subcontractors and suppliers were provided not less than the same information and amount of time to respond to the solicitations as non-Small Business Enterprise and Minority Business Enterprise subcontractors.

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

I UNDERSTAND THAT THE FAILURE TO SUBMIT THIS AFFIDAVIT TO THE BOARD OF EDUCATION MAY RESULT IN A DETERMINATION THAT THIS BID IS NON-RESPONSIVE.

I understand that I must submit the SBE/MBE documentation described in the bid documents at the time of bid. Furthermore, I understand that failure to comply with this contract requirement may result in a determination that my bid is non-responsive and therefore would not be awarded to me.

I understand and agree that, if awarded the contract, we will implement the provisions of the above paragraph with respect to subcontracts to be let after the award of the contract, but that such subcontracts will not be let until the Board of Education has reviewed and approved the SBE/MBE submittals.

I understand and agree that, if awarded the contract, I will and do hereby authorize representatives of the Baltimore County Board of Education to examine, from time to time, the books, records and files of this organization to the extent that such data relates and pertains to the affirmative action pursuant to this contract.

I do solemnly declare and affirm under the penalty of perjury that the contents of the foregoing document are true and correct to the best of my knowledge, information, and belief.

Company Name

Signature

Address

Printed Name

Baltimore County Public Schools
SMALL BUSINESS AND CERTIFIED MINORITY BUSINESS ENTERPRISE AND BIDDER'S
STATEMENT OF INTENT

___ N/A Check here if there is NO participation claimed. Proceed to the Request for Waiver.

SOLICITATION NAME: _____

___ BCPS System wide OR ___ Single Location _____
(Location)

A. Name of Bidder: _____

B. Name of SBE/MBE: _____
(Bidder if Qualified MBE or SBE per SBE Affidavit)

Indicate with an "X" SBE or MBE status: _____ MBE _____ SBE

SBE/MBE Phone Number: _____ Fax Number: _____

1. Work or Services to be performed by SBE/MBE: _____

2. Subcontract Amount: \$ _____

3. SBE/MBE Commencement Date: _____ Completion Date: _____

4. This SBE/MBE subcontract represents the following percentage of the total value of the contract:
_____ %

The undersigned subcontractor and potential award bidder will enter into a contract for the work/service/supplies indicated above subject to the bidder's execution of a contract for the above referenced project with the Baltimore County Board of Education. The undersigned subcontractor is a Small Business Enterprise and/or a Certified Minority Business Enterprise (certifying agency & no. _____).

The terms and conditions stated above are consistent with our agreements.

(Signature of Subcontractor/Date)

The terms and conditions stated above are consistent with our agreements.

(Signature of Bidder/Date)

Baltimore County Public Schools
SMALL BUSINESS AND CERTIFIED MINORITY BUSINESS ENTERPRISE
REQUEST FOR WAIVER

___ N/A *Check here if the goals have been met in full and a waiver is NOT necessary (do not complete any further).*

Solicitation Name: _____	Solicitation No. _____
Total contract amount (with accepted alternates)	\$ _____
15% of total contract value	\$ _____
SBE/MBE participation in this contract	\$ _____ (___%)

I do hereby request that an exception be granted to the requirement that a minimum of ___% of the total value of this contract be placed with a Small Business Enterprise (SBE) and/or Certified Minority Business Enterprise (MBE).

I hereby certify that my position is _____ and I am the duly authorized representative of _____.
 (Company Name)

I do further certify that I have submitted a *Small Business Enterprise and Certified Minority Business Enterprise and Potential Award Bidder Statement of Intent* form which reflects the percentage and dollar value of SBE/MBE participation, which my company expects to achieve for this contract. That dollar value is \$ _____ and the percentage is ___%.

Therefore, the *Request for Waiver* is for \$ _____ and ___%.

To support this Request for Waiver, I include the following information as attachments, which I certify to be true to the best of my knowledge, information and belief:

1. A detailed statement of the efforts made to identify and select portions of the work to be performed by subcontracts in order to increase the likelihood of achieving the stated goal;
2. An explanation of why subcontracting is not possible;

 Signature Date

Reviewed and approved by the Baltimore County Board of Education MBE Liaison

 Signature Date

APPLICANT SCREENING AFFIDAVIT

I, (print name) _____ possess the legal authority to make this affidavit on behalf of (print company name) _____.

Effective July 1, 2019, Maryland Law requires contractors to screen all applicants for a position involving direct/routine contact with minors as defined in Section 6-113.2 of the Education Article, Maryland Annotated Code (“statute”).

Screening requires the applicant to submit to the contractor the following:

1. Contact information of:
 - a. The current employer
 - b. All former school employers; and
 - c. All former employers of the applicant in which the applicant was employed in a position involving direct/routine contact with minors.
2. Written consent form signed by the applicant to release all records relating to child sexual abuse or sexual misconduct.
3. A written statement of whether the applicant:
 - a. Has been the subject of a child sexual abuse or sexual misconduct investigation by any employer, arbitrator, county board, state licensing agency, law enforcement agency, or child protective services agency, unless the investigation resulted in any of the findings listed in Section 6-113.2(B)(3)(i)(1-5), of the statute.
 - b. Has ever been disciplined, discharged, nonrenewed or asked to resign from employment, or has ever resigned from, or otherwise separated from, any employment while allegations of child sexual abuse or sexual misconduct were pending or were under investigation, or due to an adjudication or findings of child sexual abuse or sexual misconduct; or
 - c. Has ever had a license. Professional license or certificate suspended, surrendered, or revoked while allegations of child sexual abuse or sexual misconduct were pending, or under investigation, or due to an adjudication or findings of child sexual abuse or sexual misconduct.

Before hiring an applicant for a position involving direct/routine contact with minors, the Contractor shall:

1. Review an applicant’s employment history by contacting employers listed by the applicant and requesting dates of employment and answers to questions regarding child sexual abuse or sexual misconduct required by the statute; and
2. Request a report from the Maryland Department of Education regarding the applicant’s eligibility for employment or certification status to determine whether the applicant
 - a. Holds a valid and active certification appropriate for the position and is otherwise eligible for employment; and
 - b. Has been the subject of professional discipline related to child sexual abuse or sexual misconduct.

If the information from an applicant’s employer includes an affirmative response to the child sexual abuse or sexual misconduct questions, and the Contractor wants to further consider the applicant for employment, the Contractor shall request additional information from the employer

including records related to the child sexual abuse or sexual misconduct.
Contractor shall conduct the employment history review of the applicant:

1. At the time of initial firing of the employee; or
2. Before the employee is assigned to work for the school entity in a position involving direct/routine contact with minors.

Contractor shall maintain a record of each employee’s employment history review required by the statute; and provide to BCPS access to the employee’s records upon request.

Before assigning an employee to perform work for BCPS in a position involving direct/routine contact with minors, Contractor shall provide notice to BCPS of any affirmative responses to the child sexual abuse or sexual misconduct questions required by the statute.

Contractor may not assign an employee to perform work for BCPS in a position involving direct/routine contact with minors if BCPS objects to the assignment after receiving notice required by the statute.

Notwithstanding any other remedies available under the Contract, Contractor may be subject to disciplinary action by the Maryland State Department of Education for willful violations of the statute.

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the requirements of Section 6-113.2 of the Education Article, Annotated Code of Maryland.

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

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____
(printed name of Authorized Representative and affiant)

(signature of Authorized Representative and affiant)

NO BID SHEET (use only when **not participating in bid)**

____ 1. We wish to submit a NO BID at this time. The reason for submitting a NO BID is:

COMPANY	_____
AUTHORIZED SIGNATURE	_____
TYPED NAME/TITLE	_____
ADDRESS	_____
CITY/STATE/ZIP	_____
PHONE	_____ FAX _____
Return to:	<u>Bid/Proposal Submissions</u>

**SMALL AND CERTIFIED MINORITY BUSINESS
ENTERPRISE PROCEDURES**

FOR

BALTIMORE COUNTY FUNDED CONTRACTS

Baltimore County Public Schools

Focused on Quality, Committed to Excellence

Effective: April 2, 2001

Revised: April 1, 2018

BALTIMORE COUNTY PUBLIC SCHOOLS

Darryl L. Williams, Ed.D., Superintendent

Towson, Maryland 21204-3711

Small Business Enterprise and Certified Minority Business Enterprise Document Check List For Baltimore County Funded Contracts

1. Small Business Enterprise Affidavit: A separate form completed and signed **by the bidder** to self-certify the bidder company as a SBE firm.
2. Small/Certified Minority Business Utilization Affidavit: A separate form completed and signed by the prime bidder acknowledging the goal. The bidder shall submit this affidavit with the bid proposal; failure to submit may result in the bid being determined non-responsive.
3. Small Business/Certified Minority Business Enterprise and Potential Award Bidder's Statement of Intent – This form shall be completed and signed by bidder and each SBE/MBE firm selected as part of the bidder's team.
4. Request for Waiver (if applicable) – This form shall be submitted by the bidder if necessary. See procedures for instructions.
5. Standard Monthly Contractor's Requisition for Payment – The potential award bidder shall complete this form with each requisition submitted for payment.

BALTIMORE COUNTY PUBLIC SCHOOLS

Office of Purchasing

Melanie Webster

Minority Business Enterprise Officer

6901 N. Charles Street

Building E

Towson, MD 21204

Telephone: 443-809-4334

Fax: 410-887-7831

Baltimore County Public Schools
**SMALL BUSINESS ENTERPRISE AND CERTIFIED MINORITY BUSINESS ENTERPRISE
PROCEDURES FOR COUNTY FUNDED CONTRACTS**

1.0 Purpose

To attempt to achieve a minimum of 15 percent of the total dollar value of all contracts directly or indirectly with small business and/or certified minority enterprises when Baltimore County funds are utilized.

2.0 Effective Date

These procedures have been approved by Baltimore County Public Schools (BCPS), and supersede previously approved Small Business and Certified Minority Business Enterprise procedures, and are in effect on or after April 1, 2018.

3.0 Definitions

1. Small Business: A for-profit business, other than a broker, that meets the following criteria:
 - a. it is independently owned and operated;
 - b. it is not a subsidiary of another business;
 - c. it is not dominant in its field of operation;
 - d. its wholesale operations did not employ more than 50 persons, OR its gross sales did not exceed an average of \$4,000,000 in its most recently completed 3 fiscal years;
 - e. its retail operations did not employ more than 25 persons, OR its gross sales did not exceed an average of \$3,000,000 in its most recently completed 3 fiscal years;
 - f. its manufacturing operations did not employ more than 100 persons, OR its gross sales did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;
 - g. its service operations did not employ more than 100 persons, OR its gross sales did not exceed an average of \$10,000,000 in its most recently completed 3 fiscal years; and
 - h. its construction operations did not employ more than 50 persons, OR its gross sales did not exceed an average of \$7,000,000 in its most recently completed 3 fiscal years.
 - i. BCPS reserves the right to request tax documents to support such a claim.
2. Certified Minority Business Enterprise is any legal entity, other than a joint venture, which holds a certification issued by the Maryland State Department of Transportation or other recognized municipalities which identify the legal entity as a Minority Business Enterprise.
3. Minority Business Enterprise Liaison means the employee of the Board of Education designated to administer the Board's Small Business Enterprise and Certified Minority Business Enterprise Procedures.
 - a. The MBE Liaison may assist the potential award bidder in identifying SBE/MBE firms that could participate in the contract.
4. Potential Award Bidder means a bidder deemed responsive and responsible pending approval by the Board of Education.
5. Award Bidder means a responsive and responsible bidder approved by the Board of Education.
6. Failure to provide required SBE/MBE participation forms may result in the rejection of the proposal.

4.0 Implementing Procedures

1. EACH PROPOSAL SHALL INCLUDE THE FOLLOWING:

- a. Small Business Enterprise Affidavit: A separate form completed and signed **by the bidder** to self-certify the bidder company as a SBE firm.
- b. Small/Certified Minority Business Utilization Affidavit: A separate form completed and signed by the prime bidder acknowledging the goal.
- c. Small and Minority Business Enterprise and Bidder's Statement of Intent form for each SBE/MBE participating in the contract, that describes:
 - (1) The contract work to be performed, or items furnished by the SBE/MBE
 - (2) The proposed timetable for performance
 - (3) The agreed prices to be paid for the work or supplies; and
 - (4) The percentage of the total value of the contract

Note that the bidder company may be the SBE/MBE firm.

A corporate diversity statement showing a company-wide use of SBE/MBE firms in the regular performance of business will be accepted.

- d. If the bidder is unable to achieve the full contract goal for SBE/MBE participation, the bidder will submit a written Request for Waiver form which shall include the following:
 - (1) A detailed statement of the efforts made by the bidder to identify and select portions of the work to be performed by subcontractors;
 - (2) An explanation of why achieving the full stated goal is not possible.

2. BIDDER'S RESPONSIBILITIES:

- a. The bidder must ensure that SBE/MBE firms shall have the maximum practical opportunity to compete for subcontract.
- b. The bidder shall provide information and documentation as requested by the MBE Liaison.
- c. The bidder shall maintain the following records:
 - (1) All documents necessary to confirm compliance with SBE/MBE utilization.
 - (2) All written records that indicate the identity of the SBE/MBE subcontractors employed on the contract and the type/scope of work performed by the identified SBE/MBE.
 - (3) The actual dollar value of the work and/or services performed by the identified SBE/MBE.
 - (4) All records and documents concerning SBE/MBE participation must be retained by the potential award bidder/award bidder for a period of three (3) years after final completion of the contract.
 - (5) All records and documents will be available for inspection by the MBE Liaison.
- d. In the event the bidder decides to change SBE/MBE participating firms, the bidder shall submit in writing the proposed change to the MBE Liaison for approval. All written submissions must be delivered to the MBE Liaison forty-eight (48) hours in advance of proposed implementation of the change.

- e. At the completion of all work under the contract, the award bidder shall prepare a written summary of the final SBE/MBE participation. The final written report shall compare the proposed participation at the time of contract award with the actual participation. The written report shall include the dollar values of the proposed participation and the dollar values of the actual participation for each SBE/MBE. In the event the actual dollar amount varies from the dollar value of the proposed participation by more than one percent (1%) then the award bidder shall provide a written explanation of the difference.
- f. Failure of the potential award bidder/award bidder to provide required SBE/MBE participation may result in termination of this contract.

5.0 Monitoring

1. The MBE Liaison is responsible for reviewing and approving the SBE/MBE documentation.
2. The MBE Liaison reserves the right to review the SBE/MBE participation documents during the course of this contract.

Baltimore County Public Schools
SMALL BUSINESS ENTERPRISE AFFIDAVIT

___ **N/A** *If the bidder firm is not an SBE, then mark the blank, and do not complete any further.*

The undersigned does hereby make the following Affidavit. I affirm that my company or I am a Small Business Enterprise (SBE). A Small Business is a for-profit business, other than a broker, that meets the following criteria:

1. it is independently owned and operated;
2. it is not a subsidiary of another business;
3. it is not dominant in its field of operation;
4. its wholesale operations did not employ more than 50 persons, OR its gross sales did not exceed an average of \$4,000,000 in its most recently completed 3 fiscal years
5. its retail operations did not employ more than 25 persons, OR its gross sales did not exceed an average of \$3,000,000 in its most recently completed 3 fiscal years
6. its manufacturing operations did not employ more than 100 persons, OR its gross sales did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years
7. its service operations did not employ more than 100 persons, OR its gross sales did not exceed an average of \$10,000,000 in its most recently completed 3 fiscal years; and
8. its construction operations did not employ more than 50 persons, OR its gross sales did not exceed an average of \$7,000,000 in its most recently completed 3 fiscal years
9. its architectural and engineering operations did not employ more than 100 persons, OR its gross sales did not exceed an average of \$4,500,000 in its most recently completed 3 fiscal years
10. BCPS reserves the right to request tax documents to support such a claim

NOTE: A Bidder who claims SBE status on this page, may name themselves on the Statement of Intent, Line B, as the SBE/MBE subcontractor, at 100% of the goal.

Name and Title: _____
Company: _____
Street Address: _____
City, State, Zip: _____
Business Phone: _____

Signature/Date

Witness/Date

Print Name Signed Above

Print Name Signed Above

Baltimore County Public Schools

SMALL AND MINORITY BUSINESS ENTERPRISE UTILIZATION AFFIDAVIT

The undersigned as a contractor does hereby make the following Affidavit. I acknowledge the Small Business Enterprise (SBE) and Certified Minority Business Enterprise (MBE) participation goal of (15%) percent for the contract with the Baltimore County Board of Education, and commit to make a good faith effort to achieve this goal. In the solicitation of subcontract quotations or offerors, all SBE and MBE subcontractors and suppliers were provided not less than the same information and amount of time to respond to the solicitations as non-Small Business Enterprise and Minority Business Enterprise subcontractors.

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

I UNDERSTAND THAT THE FAILURE TO SUBMIT THIS AFFIDAVIT TO THE BOARD OF EDUCATION MAY RESULT IN A DETERMINATION THAT THIS BID IS NON-RESPONSIVE.

I understand that I must submit the SBE/MBE documentation described in the bid documents at the time of bid. Furthermore, I understand that failure to comply with this contract requirement may result in a determination that my bid is non-responsive and therefore would not be awarded to me.

I understand and agree that, if awarded the contract, we will implement the provisions of the above paragraph with respect to subcontracts to be let after the award of the contract, but that such subcontracts will not be let until the Board of Education has reviewed and approved the SBE/MBE submittals.

I understand and agree that, if awarded the contract, I will and do hereby authorize representatives of the Baltimore County Board of Education to examine, from time to time, the books, records and files of this organization to the extent that such data relates and pertains to the affirmative action pursuant to this contract.

I do solemnly declare and affirm under the penalty of perjury that the contents of the foregoing document are true and correct to the best of my knowledge, information, and belief.

Company Name

Signature

Address

Printed Name

Baltimore County Public Schools
SMALL BUSINESS AND CERTIFIED MINORITY BUSINESS ENTERPRISE AND BIDDER'S
STATEMENT OF INTENT

___ **N/A** Mark here if there is no participation claimed. Proceed to the Request for Waiver.

SOLICITATION NAME: _____

___ BCPS System wide OR ___ Single Location _____
(Location)

A. Name of Bidder: _____

B. Name of SBE/MBE: _____
(Bidder if Qualified)

Indicate with an "X" SBE or MBE status: _____ MBE _____ SBE

SBE/MBE Phone Number: _____ Fax Number: _____

1. Work or Services to be performed by SBE/MBE: _____

2. Subcontract Amount: \$ _____

3. SBE/MBE Commencement Date: _____ Completion Date: _____

4. This SBE/MBE subcontract represents the following percentage of the total value of the contract:
_____ %

The undersigned subcontractor and potential award bidder will enter into a contract for the work/service/supplies indicated above subject to the bidder's execution of a contract for the above referenced project with the Baltimore County Board of Education. The undersigned subcontractor is a Small Business Enterprise and/or a Certified Minority Business Enterprise (certifying agency & no. _____).

The terms and conditions stated above are consistent with our agreements.

(Signature of Subcontractor/Date)

The terms and conditions stated above are consistent with our agreements.

(Signature of Bidder/Date)

Baltimore County Public Schools
SMALL BUSINESS AND CERTIFIED MINORITY BUSINESS ENTERPRISE
REQUEST FOR WAIVER

___ N/A Mark here if the goals have been met in full and a waiver is not necessary.

Solicitation Name: _____ Solicitation No. _____
Total contract amount (with accepted alternates) \$ _____
15% of total contract value \$ _____
SBE/MBE participation in this contract \$ _____ (___ %)

I do hereby request that an exception be granted to the requirement that a minimum of ___% of the total value of this contract be placed with a Small Business Enterprise (SBE) and/or Certified Minority Business Enterprise (MBE).

I hereby certify that my position is _____ and I am the duly authorized representative of _____.
(Company Name)

I do further certify that I have submitted a *Small Business Enterprise and Certified Minority Business Enterprise and Potential Award Bidder Statement of Intent* form which reflects the percentage and dollar value of SBE/MBE participation, which my company expects to achieve for this contract. That dollar value is \$ _____ and the percentage is ___%.

Therefore, the *Request for Waiver* is for \$ _____ and ___%.

To support this Request for Waiver, I include the following information as attachments, which I certify to be true to the best of my knowledge, information and belief:

1. A detailed statement of the efforts made to identify and select portions of the work to be performed by subcontracts in order to increase the likelihood of achieving the stated goal;
2. An explanation of why subcontracting is not possible;

Signature Date

Reviewed and approved by the Baltimore County Board of Education MBE Liaison

Signature Date

Attachment A – Baltimore County Public Schools Current Technology Ecosystem

This is baseline information related to BCPS' Technology Ecosystem. Additional requirements, conditions, and specifications will be addressed within any bid, RFP, RFI, etc. issued.

- a) Hardware
 - a) Students use Chromebooks and Windows based laptops; Windows based laptops are used primarily in Grades 9-12; students are 1:1 in grades PS-12
 - b) Staff members use Windows based laptops or desktops; Chromebooks are used in some staff scenarios
 - c) Laptops and desktops are typically no more than 4 years old
 - d) Audio visual display is through display panel and projectors
 - e) Printing is centrally managed with both networked and locally attached printers
 - f) On-site servers utilize Windows OS Server version 2012 or higher with Intel processors
 - g) Microsoft Active Directory is the primary directory service
- b) Network
 - a) Network connection for laptops is wireless and desktops are hardwired
 - b) External access for the majority of staff devices is through cloud based services; external access for some users is through VPN
 - c) Wide Area Network consists of 1Gbps and 2 Gbps MPLS circuits
 - d) IP based traffic is permitted on the BCPS network and is segmented within schools and offices based upon user log-in credentials
 - e) Filtering provided by Lightspeed Relay
 - f) Email spam filtering is in place
 - g) Cloud based SaaS is recommended over on-premise servers utilizing ports 80 and 443 only
- c) Software
 - a) Deployment is through a self-service portal
 - b) Single Sign-On is through SAML 2.0, Azure AD and Google in order of preference
 - c) Account management automation is through SFTP or API
 - d) Standards such as IMS Global standards; specifically LTI, OneRoster, QTI, Common Cartridge, Thin Common Cartridge and Caliper are preferred
 - e) Usage data is compiled in Power BI reports for comparison across products and for inclusion in data warehouse to enable data driven decision making
 - f) Instructions, self-help resources for end users and administrator documentation provided by vendors are stored in a centralized software inventory tool
 - g) Accessibility – Applications must meet or exceed industry accessibility standards
 - (1) web based applications conform to WCAG 2.0 Level AA standards
 - (2) client-based applications utilize operating system accessibility tools; for example, Windows-based applications utilize the accessibility features required to display the “Certified for Windows” logo
 - h) Security – Applications and all associated tools meet or exceed industry security standards
 - (1) All security updates include fixes and patches for the latest known security vulnerabilities

- i) On-premise systems management for hosted software includes Microsoft SQL Server, the latest Windows operating system and the latest .Net or Javascript frameworks
- j) Ecosystem includes implementation of
 - (1) Google Suite for Education
 - (2) Microsoft 365 Cloud environment
 - (3) Schoology LMS
 - (4) Focus SIS

BALTIMORE COUNTY PUBLIC SCHOOLS
STUDENT DATA PRIVACY REQUIREMENTS

Purpose

As school systems increasingly seek to improve curricular and classroom experiences for learners, Vendor access to certain student data has become necessary. It has become equally important to ensure that vendors employ commercially reasonable methods to safeguard student data privacy. Accordingly, these STUDENT DATA PRIVACY REQUIREMENTS apply to all vendors of software, applications, or services that require access to the Personally Identifiable Information (“PII” as further defined herein) of Baltimore County Public Schools’ (BCPS) students. BCPS hereinafter is referred to as “School System” or “Licensee.”

These requirements will be published on the BCPS Web site.

These STUDENT DATA PRIVACY REQUIREMENTS (hereinafter referred to as “Privacy Requirements”), represent standard terms and conditions for all vendors who require access to student data to provide services to the School System. In the event of a conflict between these Privacy Requirements and any license agreement with the Vendor, these Privacy Requirements control.

Vendor’s Certification

By agreeing to these Privacy Requirements, the Vendor certifies, under the penalties of perjury, that Vendor complies with all federal and state laws, regulations and rules as such laws may apply to the receipt, storing, maintenance or access to personal information, including without limitation, all standards for the protection of personal information of residents of the state of Maryland and maintaining safeguards for personal information. Vendor hereby further certifies under penalties of perjury that it has a written comprehensive information security program and that Vendor shall fully comply with the provisions of the federal Family Educational Rights and Privacy Act, 20 U.S.C. §1232g and regulations promulgated thereunder and its Maryland counterparts. Vendor further agrees to comply with all of the mandates, protocols and practices established by these Privacy Requirements.

1. DEFINITIONS

“ANONYMIZED DATA” means a method of information sanitization whose intent is privacy protection. It is the process of either irreversibly encrypting or removing personally identifiable information (PII) from data sets, so that the persons named, described or otherwise identified in such data sets remain anonymous and cannot be re-identified.

“CLOUD STORAGE” means any remote server on which data or applications are housed or maintained. For the purposes of these Privacy Requirements, cloud storage includes private, public, community, hybrid and partner clouds.

“CLEAR” means a method of sanitization that applies logical techniques to sanitize data in all user-addressable storage locations for protection against simple non-invasive data recovery techniques; typically applied through the standard read and write commands to the storage device, such as by rewriting with a new value or using a menu option to reset the device to the factory state (where rewriting is not supported).

“DE-IDENTIFIED SCHOOL SYSTEM DATA” means data files that have all direct and indirect personal identifiers removed, including any data that could be analyzed and linked to other data to identify the student or the student’s family members, including without limitation parents/guardians. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location data, and federal, state and/or local school identification numbers.

“END USER” means the individuals authorized by the School System to access and use the services provided by the Vendor under the Privacy Requirements.

“LICENSEE” OR “SCHOOL SYSTEM” means Baltimore County Public Schools.

“LICENSEE DATA” OR “SCHOOL SYSTEM DATA” means all confidential student records or confidential student record information that contains personally identifiable student records and any other non-public student information, including but not limited to student data, metadata and user content.

“MINING SCHOOL SYSTEM DATA” means to search through, access or extract School System data, metadata or information, which is not necessary to accomplish the purpose(s) of the Privacy Requirements.

“MOBILE DEVICE” means laptop computers, tablets, smart phones and any other mobile computing devices.

“PERSONALLY IDENTIFIABLE INFORMATION” OR “PII” includes but is not limited to: personal identifiers such as name, address, phone number, dates of birth, Social Security number, and student or personnel identification number; “personal information student records” as defined in the Code of Maryland Regulations (“COMAR”) 13A.08.02 and/or any successor laws or regulations of the state of Maryland; personally identifiable information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act (“FERPA”), 20 USC §1232g; “medical information” or “medical records” as defined in Md. Health General Code Ann., §4-301; “protected health information” as the term is defined in the Health Insurance Portability and Accountability Act, 45 CFR Part 160.103; “nonpublic personal information” as the term is defined in the Gramm-Leach-Bailey Financial Modernization Act of 1999, 15 USC §6809; credit and debit card numbers and/or access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards; other financial account numbers, access codes, driver’s license numbers; and state-or federal-identification numbers such as passport, visa or state identity card numbers; and “covered information” as defined by the Maryland Student Data Privacy Act of 2015, Md. Ed. Code Ann., §4-131.

“PORTABLE STORAGE MEDIUM” means portable memory devices, including jump or thumb drives, portable hard drives, tape backup media and cloud storage.

“SECURELY CLEARED” means taking action that render data written on physical (e.g., hardcopy, microfiche, etc.) or electronic media unrecoverable by both ordinary and extraordinary means. These actions must meet or exceed those sections of the National Institute of Standards and Technology (NIST) SP 800-88 guidelines relevant to data categorized as high security, confidential student records or confidential student record information that contains personally identifiable information, personally identifiable student records, and any other non-public information, including but not limited to student data, metadata and user content.

“SECURITY BREACH” means an event in which School System Data is exposed to unauthorized disclosure, access, alteration or use.

“SYSTEMS” means any of Vendor’s computer system, network or software that accesses, maintains, stores or transmits School System Data, including computer systems or networks operated by Vendor, Vendor Personnel, Vendor contractors or subcontractors.

“STUDENT DATA” means any data about or related to a student, including information about a student’s parent or legal guardian.

“VENDOR PERSONNEL” means any employee, officer, director, agent, affiliate, contractor or subcontractor of Vendor.

2. ACCESS, CONTROL AND AUTHORIZATION

2.1. Vendor agrees to protect and maintain the security of Licensee Data and PII with commercially reasonable security measures commensurate with the sensitivity of such PII.

2.2. Vendor shall not authorize access to Licensee Data and/or PII to any of its agents, affiliates, contractors and subcontractors, or to any auditor, unless such agent, affiliate, contractor, subcontractor or auditor has entered into a written confidentiality agreement with Vendor and Licensee agreeing to protect the confidentiality and security of such student PII. Such written confidentiality agreement shall be made available for inspection, upon demand, to the Licensee.

2.3. Vendor shall not permit unauthorized access to Licensee's student PII to any individual or entity at any time.

2.4. Vendor shall not provide any School System Data or PII or any portion thereof to any person, party or organization ineligible to receive student records and/or student record data and information protected by FERPA, federal regulation, Maryland law, Maryland regulation or so prohibited from receiving the School System Data or PII or any portion thereof.

3. PRIVACY COMPLIANCE

3.1. Vendor agrees to protect and maintain the privacy of Licensee Data and PII with commercially reasonable measures commensurate with the sensitivity of such Licensee Data.

3.2. Vendor certifies that it has implemented policies and procedures to protect against reasonably foreseeable unauthorized access to, or disclosure of, Licensee Data or PII, and to prevent other reasonably foreseeable events that may result in substantial harm to Licensee or any individual student identified in such PII.

3.3. Vendor shall not permit School System Data or PII to be maintained or stored on any Mobile Device or Portable Storage Medium unless such is being used in connection with Vendor's backup and recovery procedures and/or encrypted. Vendor will ensure that School System Data is encrypted and that all device/medium will be scanned at the completion of any contract or service agreement and/or research study or project to ensure that no School System Data, PII, personal information and/or student record information is stored on such electronic devices/medium. Furthermore, Vendor will have in place a service that will allow vendor to wipe the hard drive on any stolen laptop or mobile electronic device remotely and have a protocol in place to ensure compliant use by employees.

3.4. Vendor shall not, **without the express prior written consent of School System:**

- (a) Maintain or store School System Data or PII outside of the United States,
- (b) Transmit Licensee's Data or PII to any contractors or subcontractors located outside of the United States,

- (c) Distribute, repurpose or share School System Data or PII with any Vendor Systems not used for providing services to the School System,
- (d) Use PII or any portion thereof to inform, influence or guide marketing or advertising efforts, or to develop a profile of a student or group of students for any commercial purpose [or for any other purposes],
- (e) Use PII or any portion thereof to develop commercial products or services,
- (f) Use any PII for any other purpose other than in connection with the services provided to the School System,
- (g) Engage in targeted advertising, as defined by Md. Ed. Code Ann., §4-131 based on the data collected from the School System.
- (h) Use any de-identified School System Data for internal product development and improvement and/or research, however, only after data fields have been defined.
- (i) Attempt to re-identify de-identified School System Data, or
- (j) Transfer de-identified School System Data to any party unless that party agrees in writing not to attempt re-identification.

3.5. VENDOR MAY USE ANONYMIZED DATA FOR PRODUCT DEVELOPMENT OR RESEARCH,

3.6. Except as specifically set forth in these Privacy Requirements, or as required by federal or state law, Vendor shall not allow unauthorized access to, or permit the release of, School System Data or PII to any individual or entity except as follows:

- (a) To the Vendor's contractors or subcontractors that provide services related to the support, maintenance, and security of Vendor's software products or online services, provided, however, that such contractors or subcontractors agree to be subject to the terms and conditions of these privacy requirements.

4. BREACH PLANNING, NOTIFICATION, AND REMEDIATION

4.1. Vendor certifies that it has implemented policies and procedures addressing a potential Security Breach and that it possesses an up to date Security Breach response plan. Such plan shall be made available, upon request, to the School System.

4.2. Vendor shall comply with all applicable federal and state laws that require notification to individuals, entities, state agencies, or federal agencies in the event of a Security Breach.

4.3. Security Breach

- (a) In the event of a circumstance that resulted in unauthorized access to or disclosure or use of School System Data, Vendor will notify the School System within three calendar days, Vendor will fully investigate the incident and cooperate fully with the School System's investigation of and response to the incident as soon as practicable, and/or is permitted by law enforcement agencies. Except as otherwise required by law, Vendor will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the School System.
- (b) Liability. In addition to any other remedies available to the School System, at law or in equity, Vendor will reimburse the School System in full for all documented cost incurred by the School System in investigating and remediating any Security Breach caused in whole or in part by Vendor or Vendor's subcontractors, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year's credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed against the School System as a result of the Security Breach. Vendor will not have any liability to the extent the Security Breach is not caused by Vendor or Vendor's subcontractors

4.4. In the event of a Security Breach, Vendor shall:

- (A) Assume responsibility for providing the notification required under the applicable federal and/or Maryland law(s) to School System only;
- (B) Hold harmless and indemnify School System and any of School System's school board members and employees, against all losses, damages, costs or expenses ("Losses") that school system may incur to the extent that such Losses arise directly from any willful or negligent acts or omissions of the Vendor in the handling of School System Data and/or PII which results in an event requiring notification of a Security Breach under applicable federal or Maryland law. Vendor will not have any liability to the extent the Loss is caused by agents, contractors or representatives of School System or any of the School System's employees or is not caused by Vendor or Vendor's subcontractors. The foregoing indemnification obligations are subject to the School System promptly notifying the Vendor in writing of such claim, provided that the Vendor shall be relieved of its obligations under this only to the extent it is prejudiced by any delay in notification. The Vendor shall have sole control over the defense and settlement of such claim, provided that any settlement containing any binding obligations, admissions, or liability of the School System shall require School System's prior written consent.

School System shall have the right at its own expense, to participate in such litigation and settlement discussions without unreasonably interfering with Vendor's ability to perform its obligations under this Section. School System shall provide all information and assistance reasonably requested by the Vendor at Vendor's expense;

- (C) Use commercially reasonable efforts to mitigate any negative consequences caused to School System or to a student as the result of such Security Breach; and
- (D) Use commercially reasonable efforts to implement procedures to prevent the recurrence of an event similar to such Security Breach.

5. INFORMATION STORAGE, RETENTION, AND DISPOSITION

5.1. Vendor certifies that it has implemented policies and procedures to address the storage, retention, and disposition of all School System Data prior to contract signing.

5.2. Vendor shall perform regular backups of School System Data and shall retain backup copies of such School System Data for such period of time as may be required by federal or state law, or by the School System.

5.3. Vendor shall maintain and store backup copies of School System Data at multiple secure storage facilities located within the United States and provide status reports upon request to the School System.

5.4. Except as specifically set forth in these Privacy Requirements, or as required by federal or Maryland law, Vendor shall only retain the School System Data that is necessary to provide the contracted services set forth under any Agreement with the School System, shall Clear, or return to School System, any School System Data that is no longer necessary to provide such services as defined yearly and/or based on a schedule to be agreed upon between Vendor and the School System.

5.5. Vendor shall maintain and store the audit logs of its systems on a secured server location. Vendor shall restrict access to such audit logs to prevent tampering with or altering of the audit data. Vendor shall retain and provide audit logs for a minimum of 90 days to allow the School System or the Vendor to review the audit data for indications of a Security Breach.

6. DISPOSAL OF INFORMATION UPON TERMINATION OF AGREEMENT OR VENDOR'S CESSATION OF OPERATIONS

6.1. Except as specifically set forth in these Privacy Requirements, or as required by federal or Maryland state law or regulation, upon termination or expiration of the Agreement to provide services or products to the School System, Vendor shall:

- (a) Return all School System Data to the School System, pursuant to the terms and conditions of any agreements between Vendor and School System (the “Agreement”);
- (b) Erase, Clear, or render unreadable all School System Data in a manner that prevents its physical reconstruction using commonly available file restoration utilities;
- (c) Certify in writing that the actions set forth in this section have been completed on or before the agreed-upon deadlines set forth in any agreement entered into between the Vendor and the School System;
- (d) Ensure that any transfer/migration of School System Data uses facilities and methods that are compatible with the relevant systems of the School System or its designated third party; and
- (e) To the extent technologically possible, ensure that the School System will have access to School System Data during any transfer of operations.

6.2. Upon cessation of its operations or dissolution of its business operations, Vendor shall within 15 days or as soon thereafter as reasonably feasible under the circumstances, Clear all School System Data be it digital, archival or physical form, including without limitation any copies of the School System Data or any files that may reside in system backups, temporary files or other storage, media and School System data that are otherwise still in Vendor’s possession and/or in the possession of any of the Vendor’s subcontractors, or agents to which the Vendor may have transferred School System Data or any portion thereof, in a manner consistent with technology best practices and industry standards for secure data disposal methods. Vendor shall provide BCPS with written certification of clearance of all school system data within 30 days.

7. SURVIVAL

The confidentiality obligations set forth in these Privacy Requirements shall survive the termination of any agreement between the Vendor and the School System for as long as the PII and School System Data remain confidential.

8. DATA AUTHENTICITY AND INTEGRITY

Vendor will take reasonable measures, including maintaining audit trails, to protect School System Data against deterioration or degradation of data quality and authenticity.

9. RESPONSE TO LEGAL ORDERS, DEMAND OR REQUESTS FOR DATA

9.1. Except as otherwise expressly prohibited by law, Vendor will:

- (a) as soon as practicable, notify the School System of any subpoenas, warrants, or other legal orders, demands or requests received by Vendor seeking School System Data;
- (b) Consult with the School System regarding its response; cooperate with the School System's reasonable requests in connection with efforts by the School System to intervene and quash or modify the legal order, demand or request; and
- (c) as soon as practicable, upon the School System's request, provide the School System with a copy of its response.

9.2. If the School System receives a subpoena, warrant, or other legal order, demand (including an application for public information filed pursuant to the Maryland Public Information Act, Md. General Provisions Art., §4-101 et seq.), or request seeking School System Data maintained by Vendor, the School System will promptly provide a copy of the application to Vendor. Vendor will promptly supply the School System with copies of records or information required in order for the School System to respond, and will cooperate with the School System's reasonable requests in connection with its response.

9.3. Upon receipt of a litigation hold request, Vendor will preserve all documents and School System Data as identified in such request, and suspend any operations that involve overwriting, or potential destruction of documentation arising from such litigation hold.

10. GOVERNING LAW

These Privacy Requirements and all related requirements shall be governed by and construed in accordance with the laws of the State of Maryland. Any action to enforce the School System's rights and remedies shall be initiated in the Circuit Court of Baltimore County.

11. SCHOOL SYSTEM'S RIGHT TO PROTECT PII OR SCHOOL SYSTEM DATA

In the event of a claim, suit, action, or proceeding against Vendor in which Vendor cannot, or will not, defend itself, and there is a reasonable likelihood that School System Data or PII may be disclosed to an unauthorized party in connection with such claim, suit, action, or proceeding; and Vendor provides notice to Licensee that it cannot, or will not, defend itself in such claim, suit, action, or proceeding, Vendor grants Licensee the right, but not the obligation, to join in such claim, suit, action, or proceeding to defend against the disclosure of School System Data or PII.

12. SECTION HEADINGS

The headings of sections in the Privacy Requirements are for reference only and shall not affect the meaning of the Privacy Requirements.

13. INTELLECTUAL PROPERTY RIGHTS/DISCLOSURE/OWNERSHIP

13.1. Unless expressly agreed to the contrary in writing, all School System Data or PII prepared by Vendor (or its subcontractors) for the School System will not be disclosed to any other person or entity.

13.2. Vendor warrants to the School System that the School System will own all rights, title and interest in any and all intellectual property created in the performance of the Privacy Requirements and will have full ownership and beneficial use thereof, free and clear of claims of any nature by any third party including, without limitation, copyright or patent infringement claims. Vendor agrees to assign and hereby assigns all rights, title, and interest in any and all School System-created intellectual property created in the performance of the Privacy Requirements to the School System, and will execute any future assignments or other documents needed for the School System to document, register, or otherwise perfect such rights. Notwithstanding the foregoing, vendor retains all right, title and interest in and to its software, documentation, training and implementation materials and other materials provided in connection with vendor's services (collectively, "vendor ip"). Vendor grants to the school system a personal, nonexclusive license to use the vendor ip for its own non-commercial, incidental use as set forth in the end user license agreement accompanying such software and as contemplated herein. All data of the School System remains the property of the School System.

13.3. It is understood and agreed that BCPS is the exclusive Owner of School System Data and that at no point in time does or will the Vendor become the Owner of any School System Data, PII or School System files, and that should the Vendor be subject to dissolution or insolvency, School System files will not be considered an asset or property of the Vendor. The School System reserves the right to demand the prompt return of any School System Data and PII at any time and for any reason whatsoever.

14. DATA PRIVACY

14.1. Vendor will use School System Data only for the purpose of fulfilling its duties under the Privacy Requirements and except as authorized by the Privacy Requirements will not share such data, including anonymized data, with or disclose it to any third party without the prior written consent of the School System, which consent shall not be unreasonably withheld. The vendor further agrees not to disclose any such data to third party service providers used in connection with providing services to the School System, unless such third party service providers are under this written obligation of confidentiality with respect to School System Data and use school system data solely to provide services to the School System and to vendor.

14.2. School System Data will not be stored outside the United States without prior written consent from the School System.

14.3. Vendor will provide access to School System Data, including anonymized only to its employees and subcontractors who need to access the data to fulfill Vendor obligations under the Privacy Requirements. Vendor will ensure that employees and subcontractors who perform work under the Privacy Requirements have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of the Privacy Requirements. If Vendor will have access to “education records” or “student records” of the School System’s students as defined under the Family Educational Rights and Privacy Act (FERPA), the Vendor acknowledges that for the purposes of the Privacy Requirements, it will be designated as a “school official” with “legitimate educational interests” in the School System education records, as those terms have been defined under FERPA and its implementing regulations, and the Vendor agrees to abide by the FERPA limitations as well as those limitations established by state law and regulation, including COMAR 13A.08.02, and requirements imposed on school officials. Vendor will use the education records only for the purpose of fulfilling its duties under the Privacy Requirements for School System’s benefit, and will not share such data with or disclose it to any third party except as provided for in the Privacy Requirements, required by law, or authorized in writing by the School System.

14.4. Vendor will not use School System Data (including metadata) for advertising or marketing purposes unless such use is specifically authorized by the Privacy Requirements or otherwise authorized in writing by the School System.

14.5. Vendor agrees to assist School System in maintaining the privacy of School System’s Data as may be required by State and Federal law, including but not limited to the Protection of Pupil Rights Amendment (PPRA), the Children’s Online Privacy Protection Act (COPPA), and their Maryland counterparts, including, but not limited to the Maryland Student Data Privacy Act of 2015, Md. Ed. Code Ann., §4-131, the Code of Maryland Regulations, 13A.08.02, et seq.

14.6. Vendor is prohibited from mining School System Data for any purposes other than those agreed to by the Parties.

15. DATA SECURITY

Vendor will store and process School System Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration and use. Such measures will be no less protective than those used to secure Vendor’s own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Without limiting the foregoing, Vendor warrants that all electronic School System Data will be encrypted in transmission (using a School System-approved encryption protocol that adheres to industry best practices).

16. AUDITS

16.1. The School System reserves the right in its sole discretion to perform audits of Vendor no more than once per twelve (12) month period at the School System's expense to ensure compliance with the terms of the Privacy Requirements. The Vendor shall reasonably cooperate in the performance of such audits. This provision applies to all agreements under which the Vendor must create, obtain, transmit, use, maintain, process or dispose of School System Data.

16.2. If the Vendor must under the Privacy Requirements create, obtain, transmit, use, maintain, process or dispose of the subset of School System Data known as Personally Identifiable Information or financial or business data which has been identified to the Vendor as having the potential to affect the accuracy of the School System's financial statements, Vendor will at its expense conduct or have conducted at least annually:

- (a) American Institute of CPAs Service Organization Controls (SOC) Type II audit, or other security audit with audit objectives deemed sufficient by the School System, which attests the Vendor's security policies, procedures and controls;
- (b) vulnerability scan, performed by a scanner approved by the School System, of Vendor's electronic systems and facilities that are used in any way to deliver electronic services under the Privacy Requirements; and
- (c) formal penetration test, performed by a process and qualified personnel approved by the School System, of Vendor's electronic systems and facilities that are used in any way to deliver electronic services under the Privacy Requirements.

16.3. The Vendor will provide the School System upon request an executive summary of the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under the Privacy Requirements. The School System may require the Vendor to perform additional audits and tests, the results of which will be provided promptly to the School System.

17. COMPLIANCE

17.1. Vendor will comply with all applicable laws and industry standards in performing services under the Privacy Requirements. Any Vendor personnel visiting the School System's facilities will comply with all applicable School System policies regarding access to, use of, and conduct within such facilities. The School System will provide copies of such policies to Vendor upon request.

17.2. Vendor warrants that any subcontractors used by Vendor to fulfill its obligations under the Privacy Requirements will be subject to and will be directed to comply with each and every term of the Privacy Requirements.

17.3. Vendor warrants that the service it will provide to the School System is fully compliant with and will enable the School System to be compliant with relevant requirements of all laws

applicable to Vendor, including but not limited to: the Children’s Online Privacy Protection Act (COPPA); Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Protection of Pupil Rights Amendment (PPRA); Americans with Disabilities Act (ADA), and Federal Export Administration Regulations.

18. CONFLICT

If there is any conflict or potential conflict between these Privacy Requirements and the terms of any other agreements between the parties, these Privacy Requirements shall control.

19. SURVIVAL

The Vendor’s obligations under Section Six (6) shall survive termination of these Privacy Requirements until all School System Data has been returned or Securely Cleared