

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

**RFP Announcement**

RFP TITLE: **Title I Educational Services for Eligible Non-Public School Students**

RFP NUMBER: **25-SR-020**

RFP DUE DATE AND TIME: **April 16, 2025 2:30 pm local time**

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

PURCHASING AGENT: Sara Rowe, NIGP-CPP  
[Sara.Rowe@hcps.org](mailto:Sara.Rowe@hcps.org)  
410-638-4082

QUESTIONS DUE DATE AND TIME: Questions must be e-mailed to [Sara.Rowe@hcps.org](mailto:Sara.Rowe@hcps.org) no later than 2:30 pm local time on **March 26, 2025**.

ADDENDUM ISSUED: No later than April 4, **2025**.

PRE-PROPOSAL CONFERENCE: **March 17, 2025 at 10:00 am** and online via Teams at the following link:  
  
[Join the meeting now](#)  
Meeting ID: 297 863 689 97  
Passcode: R8Zw69tZ

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**Dial in by phone**  
[+1 240-600-1475, 789486628#](tel:+12406001475789486628) United States, Bethesda  
[Find a local number](#)  
Phone conference ID: 789 486 628#

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

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

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

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

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

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

**Anti-Discrimination Statement**

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

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

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

**GENERAL TERMS AND CONDITIONS  
Request for Proposal**

**Instruction to Offerors**

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

**1.0 A REQUEST FOR PROPOSAL SUBMISSION**

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

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

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

## 2.5 Proposal Due Date

- 2.5.1 Sealed proposals for the requirements identified in the attached statement of work and detailed specifications, as required by the Board of Education of Harford County, are due at the time and date so specified. Unless otherwise indicated, proposals are due to the Purchasing Department, electronically via email to [bids@hcps.org](mailto:bids@hcps.org).
  - 2.5.2 The Board of Education of Harford County must approve contract awards of \$100,000 or more. Formal contract award is contingent upon the required Board approval.
  - 2.5.3 Offerors may correct a minor irregularity and minor irregularities may be waived. A minor irregularity is one that is merely a matter of form and not of substance or pertains to an immaterial or inconsequential defect or variation in the proposal, the correction or waiver of which would not be prejudicial to other offerors. When so noted, minor irregularities may be corrected within forty-eight (48) hours following notification.
  - 2.5.4 HCPS also reserves the right to reject any or all proposals and/or waive technical defects and minor irregularities at the discretion of the Supervisor of Purchasing, HCPS or designee if, in its judgment the interests of HCPS shall so require. Proposals may be withdrawn before the scheduled time due. Withdrawal is not permitted after the scheduled time due.
  - 2.5.5 Any omissions, errors, conflicts, or discrepancies in this document shall be called to the attention of HCPS IN WRITING within five (5) working days prior to the proposal due date.
  - 2.5.6 Omission of any specification or details of any specification which would normally apply to the service(s) described herein shall not relieve the Offeror from fulfilling those required specifications needed to provide service best suited to the intended purpose of this contract as determined by the Supervisor of Purchasing.
- 2.6 At the time of the solicitation opening each Offeror will be presumed to have read and to be thoroughly familiar with the specifications and related documents (including all Addenda). The failure or omission of any Offeror to receive or examine any form, instrument, or document, shall in no way relieve them from any obligation in respect of its proposal.

## 3.0 **AWARD OR REJECTION OF PROPOSALS**

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

- 3.7 The Board reserves the right to award to contract within ninety (90) days from the due date and all pricing must remain firm during that period and until the time of award.
- 3.8 For Information Technology (IT), Operational Technology (OT), and Software solicitations **ONLY**. Should HCPS receive responses that offer products of similar cost and functionality, HCPS reserves the right to award a contract to the more secure offering and/or supplier to meet cybersecurity requirements as outlined by the National Institute of Standards and Technology.

#### **4.0 MULTI-AGENCY PROCUREMENT**

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

#### **5.0 WAIVER OF TECHNICALITIES**

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

#### **6.0 ADDENDA**

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

#### **7.0 DEBRIEFING**

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

#### **8.0 DISSEMINATION OF INFORMATION**

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

#### **9.0 INSURANCE**

- 9.1 Review in detail the insurance requirements contained in the attached document. These requirements have been established by the Maryland Association of Boards of Education Group Insurance Pool. Failure to comply with these insurance requirements may render the proposal as non-responsive.
- 9.2 The Awarded Offeror shall take proper safety and health precautions and to protect their work, their employees, the public and the property of others from any damage or injury resulting solely from the performance of the work described herein.
- 9.3 HCPS shall not be liable for any injuries to the employees, agents, or assignees of the Awarded Offeror arising out of, or during the course of the contracted work relating to this agreement.

9.4 The Awarded Offeror has in force, or shall obtain, and will maintain insurance in not less than the amounts specified and accordance with the requirements contained in the attached insurance requirements.

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

**GENERAL TERMS AND CONDITIONS**  
**Request for Proposal**

**1.0 REMEDIES AND TERMINATION**

- 1.1 **Correction of Errors, Defects, and Omissions** – The Awarded Offeror agrees to perform work as may be necessary to correct errors, defects, and omissions in the services required under this agreement without undue delays and without cost to HCPS. The acceptance of the work set forth herein by HCPS shall not relieve the Awarded Offeror of the responsibility.
- 1.2 **Set-Off** – HCPS may deduct from and set-off against any amounts due and payable to the Awarded Offeror any back-charges or damages sustained by HCPS by virtue of any breach of this agreement by the Awarded Offeror to perform the services or any part of the services in a satisfactory manner. Nothing herein shall limit the liability of the Awarded Offeror for damages and HCPS may affirmatively collect damages from the Awarded Offeror.
- 1.3 **Termination for Default**
- 1.3.1 If the Awarded Offeror fails to fulfill its obligations under this contract properly and on time, otherwise violates any provision of the Contract, HCPS may terminate the Contract by written notice to the Awarded Offeror. The notice shall specify the acts of omissions relied on as cause for termination.
- 1.3.2 All finished or unfinished supplies and services provided by the Consultant, shall at HCPS' option, become HCPS property. HCPS shall pay the Awarded Offeror fair and equitable compensation for satisfactory performance prior to receipt of Notice of Termination, less the amount of damages caused by Awarded Offeror's breach.
- 1.3.3 If the damages are more than the compensation payable to the Awarded Offeror, the Awarded Offeror will remain liable after termination and HCPS can affirmatively collect damages.
- 1.4 **Termination for Convenience** – HCPS may terminate all or part of the work required under this contract for the convenience of HCPS with a thirty (30) day notification. In the event of such termination, the Contract Administrator shall determine the costs the Awarded Offeror has incurred to the date of termination and such reasonable costs associated with the termination. HCPS shall pay such costs as determined by the Contract Administrator to the Awarded Offeror together with reasonable profit reasonably earned by the Consultant to the time of termination but not to include any profit not earned as of the date of termination.
- 1.4.1 Termination for Non-Appropriation. HCPS reserves the right to terminate this contract, in whole or part, due to non-appropriation of funds or funds that are otherwise made unavailable to support continuation in any fiscal year succeeding the first fiscal year. Notification of contract termination will be given to the Awarded Offeror thirty (30) days in advance and will be in effect at the beginning of the fiscal year for which funds are not available. The Awarded Offeror may not recover anticipatory profits or costs incurred after termination.
- 1.5 **Obligations of Consultant upon Termination** – Upon Notice of Termination as provided in Sections 1.3 and 1.4, the Awarded Offeror shall:
- 1.5.1 Take immediate action to orderly discontinue its work and demobilize its work force to minimize the occurrence of costs.
- 1.5.2 Take such action as may be necessary to protect the property of HCPS, place no further orders or subcontract, assign to HCPS in the manner and to the extent directed by HCPS all of the right, title and if ordered by HCPS possession and interest of Awarded Offeror under the orders or subcontracts terminated.

1.5.3 Deliver to HCPS all materials, equipment, data, drawings, specifications, reports, estimates, and such other information accumulated by the Awarded Offeror which has been or will be reimbursed under this agreement after taking into account any damages that may be payable to HCPS. Title to such items shall be transferred to HCPS.

1.6 **Remedies Not Exclusive** – The rights and remedies contained in this general condition are in addition to any other right or remedy provided by law, and the exercise of any of them is not a waiver of any other right or remedy provided by law.

## **2.0 DRUG, TOBACCO, AND ALCOHOL**

All HCPS properties are "drug, tobacco, and alcohol-free zones" as designated by Local and State laws. Neither the Contractor or their employees (or subcontractors) are permitted to have any drugs, tobacco, or alcohol products on HCPS property. Use or possession of such items on HCPS property will result in immediate termination of the Contract.

## **3.0 PROTEST AND APPEAL PROCESS**

Any bidder objecting to the recommendation for award or the award of a contract may appeal the action to the Supervisor of Procurement by formal notification in writing within seven (7) calendar days of award. A protest must include: the name, address, and contact information of the protestor; signature of the protestor or an authorized representative of the protestor; identification of the solicitation or proposal number; detailed statement of reasons for the protest; supporting documentation to substantiate the claim; and the remedy sought. A formal written response to the appeal shall be issued within ten (10) calendar days following receipt of the formal protest. The decision of the Supervisor of Procurement may be appealed to the Superintendent of Schools within five (5) business days following receipt of decision from the Supervisor of Procurement. The decision of the Superintendent is final and conclusive.

## **4.0 NON-DISCRIMINATION**

4.1 The Contractor shall comply with all Federal and State anti-discrimination laws in the performance of this contract.

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

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

4.4 The Awarded Offeror shall furnish, if requested by HCPS, a compliance report concerning their employment practices and policies in order for HCPS to ascertain compliance with the special provisions of this contract concerning discrimination in employment.

4.5 In the event the Awarded Offeror is deemed noncompliant with the nondiscrimination clause of this contract, this contract may be canceled, terminated or suspended in whole or in part.

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

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



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

## **6.0 FINANCIAL DISCLOSURE**

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

## **7.0 POLITICAL CONTRIBUTION DISCLOSURE**

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

## **8.0 RETENTION OF RECORDS**

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

## **9.0 LANGUAGE/GENDER**

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

## **10.0 COMPLIANCE WITH LAW**

- 10.1 The Proposer hereby represents and warrants that it is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified.
- 10.2 The Proposer hereby represents and warrants it is not in arrears with respect to the payment of any monies due and owing the County or State, of any department or agency thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this agreement.
- 10.3 The Proposer shall comply with all Federal, State and Local law, ordinances and legally enforceable rules and regulations applicable to its activities and obligations under this agreement.
- 10.4 The Awarded Proposer must, at its expense, obtain any and all licenses, permits, insurance, and governmental approval required by Local, State, and Federal authorities, if any, necessary to perform its obligations under this agreement.
- 10.5 The Proposer at the time of proposal opening must be fully licensed in all trades or special areas that require a license by Local, State, and Federal authorities.
- 10.6 It is the Awarded Offeror's responsibility to notify HCPS of lapses in, suspension of or termination of special permits and licenses required under the Contract.

- 10.7 That the facts and matters set forth hereafter in the "Contract Affidavit" which is attached to this agreement and made a part hereof are true and correct.

## **11.0 CONSULTANT'S OBLIGATION**

- 11.1 The Awarded Offeror shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications, as decided by HCPS, and as described herein. Deviations, exceptions, alternates, etc., may render the proposal as non-responsive.
- 11.2 The Awarded Offeror shall perform the services with that standard of care, skill, and diligence normally provided by a consultant in the performance of services similar to the services hereunder.
- 11.3 Notwithstanding any review, approval, acceptance, or payment for the services by HCPS, the Awarded Offeror shall be responsible for professional and technical accuracy of its work furnished by the Awarded Offeror under this agreement.
- 11.4 HCPS review, approval, or acceptance of, nor payment for, any of the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Awarded Offeror shall be and remain liable to HCPS in accordance with applicable law for all damages to HCPS caused by the Consultant's negligent performance of any or the services furnished under this contract.
- 11.5 The rights and remedies of HCPS provided for under this contract are in addition to any rights and remedies provided by law.
- 11.6 In case of any apparent conflict between the specifications and such laws, ordinances, etc., the Awarded Offeror shall call the attention of the applicable HCPS designee(s) to such conflict for a decision before proceeding with any work.
- 11.7 Any deviations to the specifications or statement of work must be clearly noted in detail by the Offeror, in writing, at the time of submittal of the formal proposal.
- 11.8 The Awarded Offeror shall and will, in good professional manner, do and perform all services, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the provisions of this contract and said specifications and in accordance with the specifications covered by this contract and any and all supplemental specifications, and in accordance with the directions of the Board of Education as given from time to time during the progress of the work. The Awarded Offeror shall observe, comply with and be subject to all terms conditions, requirements and limitations of the Contract and Specifications and shall do, carry on and complete the entire work to the complete satisfaction of the Board of Education.
- 11.9 Awarded Offeror may be required pursuant to the Business Regulation Article of the Maryland Code, to provide proof of Certificate of Registry.

## **12.0 INDEMNIFICATION**

- 12.1 To the fullest extent permitted by law, the Indemnitor shall indemnify, defend and hold the Indemnitee and its employees, agents, officials or volunteers harmless from and against any and all claims, losses, damages, expenses, causes of action and liabilities including without limitations, attorney's fees arising out of or related to the Indemnitor's occupancy or use of the Indemnitee's premises or operations incidental thereto, provided that any such claim, loss, damage, expense, cause of action or liability is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from. Indemnitor expressly indemnifies Indemnitee for the consequences of any negligent act or omission of the Indemnitor or any of the Indemnitor's employees, agents, officials or volunteers or anyone for whose acts the Indemnitor may be liable, unless such act or omission constitutes gross negligence or willful misconduct.
- 12.2 In claims against any person or entity indemnified within this indemnification by an employee of the Awarded Offeror, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of

damages, compensation or benefits payable by or for the Awarded Offeror or a subcontractor under Workers' Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

### **13.0 INTELLECTUAL PROPERTY**

The Contractor represents and warrants that all goods and services that it will furnish under this Contract do not and will not infringe on any valid copyright, patent, service mark or trademark. The Contractor shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods or systems selected by the Contractor or used by the Contractor in the performance of its services. The Contractor shall defend, hold harmless and indemnify HCPS from all suits or claims for infringement of any patent rights or copyrights arising out of such selection.

### **14.0 WAIVER OF RIGHT**

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

### **15.0 INITIATION OF WORK**

The Offeror shall not commence performance of the services until it receives a formal written notice from HCPS in the form of a Contract, Purchase Order, or Notice to Proceed from the Supervisor of Purchasing or designated Purchasing Agent.

### **16.0 DELAYS AND EXTENSIONS**

The Awarded Offeror shall pursue the work continuously and diligently and no charges or claims for damages shall be made by the Awarded Offeror for any delays, acceleration or hindrance, from any cause whatsoever, during the progress of any portion of the services specified in this agreement. Such delays, acceleration or hindrances, if any, may be compensated for by an extension of time for such reasonable period as HCPS may decide. Time extensions will be granted only for excusable delays such as delays beyond the control of and without the fault or negligence of the Awarded Offeror.

### **17.0 FREEDOM OF INFORMATION ACT**

17.1 Offerors should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification of why such materials, upon request, should not be disclosed by HCPS. Blanket requests for the entire proposal to be held confidential will not be considered.

17.2 HCPS shall determine, in its sole discretion, which (if any) portions of the Offeror's proposals shall be confidential. It is the responsibility of the Proposer to clearly mark such information (pages) as "Confidential".

### **18.0 STAFF**

The Awarded Offeror shall utilize the personnel named and/or otherwise identified in its proposal to perform services required. In the event that any of the personnel named are unable to perform because of death, illness, resignation from the Awarded Offeror's employ, or similar reasons, the Awarded Offeror shall promptly submit to the Contract Administrator, in writing, the name and qualifications of the proposed replacement. No substitutions shall be made without the proper written approval of the Contract Administrator and the Supervisor of Purchasing.

### **19.0 CHANGES, ALTERATIONS, OR MODIFICATIONS**

19.1 HCPS shall have the right, at its discretion, to change, alter, or modify the services provided for in this agreement and such changes, alterations, or modifications may be made even though it will result in an increase or decrease in the services of the Awarded Offeror or in the Contract cost thereof.

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

authorized representative grants a further period of time before the date of final payment under the Contract.

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

## **20.0 SUBCONTRACTING OR ASSIGNMENT**

The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and their respective successors and assigns, provided any such General Provisions for Professional Services successor to the Awarded Offeror, whether such successor or assign be an individual, a partnership, or a corporation, is acceptable to HCPS, and neither this agreement or the services to be performed thereunder shall be subcontracted, or assigned, or otherwise disposed of, either in whole or in part, except with the prior written consent of HCPS.

## **21.0 ILLEGAL IMMIGRANT LABOR**

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

## **22.0 EMPLOYMENT OF CHILD SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS**

- 22.1 **If a child sex offender, as determined by the definitions contained in the Criminal Law Article of the Annotated Code of Maryland, is employed by the Awarded Bidder, the Awarded Bidder is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any HCPS property, including the project property. Violation of this provision may result in Termination for Cause.**
- 22.2 Offeror(s) acknowledges and agrees that, pursuant to Section §6-113 of the Education Article of Maryland Code, Awarded Offeror is prohibited from knowingly assigning or permitting its Subcontractors from knowingly assigning any of the Awarded Offeror's or Subcontractor's employees to work in, on or about school premises if such employee may or would have direct, unsupervised and uncontrolled access to children if the employee has been convicted of, pled guilty or *nolo contendere*, to any of the following crimes.
- 22.2.1 A sexual offense in the third or fourth degree under §3-307 or §3-308 of the Criminal Law Article of the Maryland Code or an offense under the laws of another state that would constitute an offense under §3-307 or §3-308 of the Criminal Law Article if committed in Maryland;
- 22.2.2 Child sexual abuse under §3-602 of the Criminal Law Article, or an offense under the laws of another state that would constitute child sexual abuse under §3-602 of the Criminal Law Article if committed in Maryland; or
- 22.2.3 A crime of violence as defined in §14-101 of the Criminal Law Article, or an offense under the laws of another state that would be violation of §14-101 of the Criminal Law Article if committed in Maryland, including: (1) abduction; (2) arson in the first degree; (3) kidnapping; (4) manslaughter, except involuntary manslaughter; (5) mayhem; (6) maiming; (7) murder; (8) rape; (9) robbery; (10) carjacking; (11) armed carjacking; (12) sexual offense in the first degree; (13) sexual offense in the second degree; (14) use of a handgun in the commission of a felony or other crime of violence; (15) child abuse in the first degree; (16) sexual abuse of a minor; (17) an attempt to commit any of the crimes described in items (1) through (16) of this list; (18) continuing course of conduct with a child under §3-315 of the Criminal Law Article; (19) assault in the first degree; (20) assault with intent to murder; (21) assault with intent to rape; (22) assault with intent to rob; (23) assault with intent to commit a sexual offense in the first degree; and (24) assault with intent to commit a sexual offense in the second degree.
- 22.3 Direct unsupervised and uncontrolled access with students is prohibited. If you, as the Contractor/Site Supervisor, witness or suspect your employee(s) entering into a student area, action must be taken immediately to rectify the situation.
- 22.4 Section §11-722 of the Criminal Procedure Article of the Maryland Code prohibits any person with a contract with a local Maryland school system from knowingly employing an individual to work at the school

if the individual is registered as a sex offender pursuant to Section §11-704 of the Criminal Procedure Article. Violation of this paragraph may result in termination of the agreement at HCPS's discretion.

### **23.0 CRIMINAL BACKGROUND CHECKS FOR CONTRACTORS**

Amendments to Section §5-561 of the Family Law Article of the Maryland Code effective July 1, 2015, require each Contractor and Sub-Contractor with a local school system to ensure that any individuals in their work force undergo a criminal background check and fingerprinting if such individual will work in, on or about school premises and the individual will have direct, unsupervised and uncontrolled access to children.

The term “**work force**” means any of the Contractor’s employees or the Contractor’s Sub-Contractors and their employees.

Contractor shall cause any member of Contractor’s work force to undergo a criminal history background check, including fingerprinting, if such work force member may or will work in, on or about school premises and may, or will have direct, unsupervised and uncontrolled access to children. Such background check and fingerprinting shall meet the requirements of Section §5-560 to §5-569 of the Family Law Article of the Maryland Code.

The cost of such criminal background check and fingerprinting shall be paid by Contractor.

HCPS shall have the right, in its sole discretion, to prohibit any individual from performing any work at, or in or about school premises based on such individual’s criminal background check.

23.1 IN ADDITION to the above requirements, Contractors shall comply with the requirements of House Bill 486 passed by the General Assembly in 2019, regarding screening of applicants for employment.

23.1.1 Effective July 1, 2019

23.1.2 MSDE Guidance for House Bill 486 – Child Sexual and Sexual Misconduct Prevention) can be found online at [www.marylandpublicschools.org](http://www.marylandpublicschools.org).

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

### **24.0 LABOR AND RATES OF PAY**

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

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

### **25.0 PROCUREMENT-INVESTMENT ACTIVITIES IN IRAN**

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

### **26.0 CONTRACT**

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

### **27.0 COMPLIANCE WITH SPECIFICATIONS**

27.1 The Awarded Offeror shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission but shall fully complete every part as the true intent and meaning of the drawings and specifications as described.

27.2 The Awarded Offeror, after award and prior to starting work, may be required to submit working drawings or detailed descriptive data identified as acceptable to HCPS, which provide sufficient data to enable HCPS to judge the Awarded Offeror's compliance with the specifications.

- 27.3 Where the requirements of the specifications call for higher grade and are not in conflict with the laws, ordinances, etc., the specifications shall govern.
- 27.4 Where the requirements of the laws, ordinances, etc., are mandatory, they shall govern.
- 27.5 In case of any apparent conflict between the specifications and such laws, ordinances, etc., the Awarded Offeror shall call the attention of the applicable HCPS designee(s) to such conflict for a decision before proceeding with any work.
- 27.6 Any deviations to the Specifications or Statement of Work must be clearly noted in detail by the Offeror, in writing, at the time of submittal of the formal proposal. Any deviations, alternations, or changes to the bid document or from the specifications as written may result in rejection of the Offeror's proposal or materials delivered.

**28.0 BILLING AND PAYMENT**

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

**29.0 GOVERNING LAW AND DISPUTE RESOLUTION**

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

**30.0 CONFLICTS OF INTEREST**

Each proposer must disclose any existing or potential conflict of interest relative to the provision of services outlined herein. Examples of potential conflicts may include an existing business or personal relationship between the firm, its principal, or any affiliate or subcontractor, with HCPS or any other entity or person involved in any way in the contract. Similarly, any personal or business relationship between the firm, the principals, or any affiliate or subcontractor, with any employee of HCPS, members of the Board, investment managers/advisors, investment consultants, custodian, or plan recordkeepers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed on Attachment D.

**31.0 ORDER OF PRECEDENCE**

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

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

**32.0 IT ACCESSIBILITY PROGRAM**

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

**33.0 TECHNOLOGY-BASED INSTRUCTIONAL PRODUCTS**

- 33.1 HCPS is committed to ensuring that digital technology (hardware, instructional software, online resources, and computer-based equipment) is accessible to individuals with disabilities. The Vendor guarantees that all digital tools supplied under this contract meet the accessibility requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1 Level AA and conform to the most recent Section 508 standards for information technology accessibility under the federal Rehabilitation Act of 1973. "Digital tool" is defined pursuant to Md. Code Ann., Educ., § 7-910.
- 33.2 All online platforms must conform to the guidelines for accessibility as set forth in the WCAG version 2.1 (minimum Level AA conformance). HCPS will only consider vendors whose products conform to these standards. Conformance to the specified standards can be documented through the submission of an up-to-date, complete, and accurate Accessibility Conformance Report (ACR). The ACR must address the leading ICT accessibility standards: Section 508 (U.S.), EN 301 549 (EU), and W3C/WAI WCAG. The ACR must include the latest version of the Voluntary Product Accessibility Template (VPAT®), which can be obtained from the Information Technology Industry Council (ITI) website (<https://www.itic.org/>).
- 33.3 For digital tools, vendors are required to submit an accessibility conformance report that includes a Voluntary Product Accessibility Template for any invitation for bids, requests for proposals, procurement contracts, grants, or modifications to contracts or grants. The accessibility conformance report must explain how information and communication technology products, including software, electronic content, and support documentation, conform to the most recent ICT accessibility standards: Section 508 (U.S.), EN 301 549 (EU), and W3C/WAI WCAG. The instructions and the required forms can be found at the General Services Administration (GSA) Section 508 website at <https://www.section508.gov/sell/how-to-create-acr-with-vpat/>.

**33.4 Vendor Notice of Equivalent Access Standards**

In accordance with Md. Code Ann., Educ., § 7-910, "equivalent access" includes the ability to receive, use, and manipulate information and operate controls necessary to access and use information technology, including by nonvisual means, so that a student with disabilities can access the same services as a student without disabilities with substantially equivalent ease of use.

"Equivalent access" includes:

1. Keyboard controls used for input and synthesized speech;
2. Braille; and
3. Other audible or tactile means used for output.

"Nonvisual access" means the ability to receive, use, and manipulate information and operate controls necessary to access information and communications technology through keyboard controls, synthesized speech, braille, or other methods not requiring sight.

**33.5 Accessibility Indemnification and Guarantees**

- 33.5.1 The Vendor agrees to indemnify and hold harmless HCPS from any costs, expenses, liabilities, or obligations arising from accessibility-related issues involving the digital tools provided under this

contract. This indemnification includes the defense of any legal action or proceedings alleging non-compliance with federal or State of Maryland accessibility laws and regulations and payment of any resulting liabilities. This clause will survive the termination of the contract.

33.5.2 Vendors failing to meet the equivalent access standards established under Subsection (a)(2) of Section 508 of the federal Rehabilitation Act of 1973 or WCAG 2.1 Level AA may face civil penalties set forth in Md. Code Ann., Educ., § 7-910.

33.5.3 For all technology based instructional products, online platforms, and digital tools, Vendors must maintain and improve their digital accessibility in compliance with evolving standards and best practices. Vendors will provide a listing of timelines for expected improvements to the programs. Vendors will establish a mechanism for users to report accessibility issues and ensure prompt resolution of reported problems.

### 33.6 **Third-Party Technology**

The Vendor acknowledges that supplying third-party technology does not exempt the Vendor from ensuring product compliance with this clause. The Vendor bears sole responsibility for determining the accessibility of such technology and must ensure that it can be edited or remediated as necessary to comply with accessibility standards.

## 34.0 **FORCE MAJEURE**

34.1 A party shall not be liable for any failure of or delay in the performance of this agreement for the period that such failure or delay is beyond the reasonable control of a party, materially affects the performance of any of its obligations under this agreement, and could not reasonably have been foreseen or provided against, but will not be excused for failure or delay resulting from only general economic conditions or other general market effects.

34.2 The list of events to be included is a matter of negotiation between the parties. Such causes may include, but are not limited to, acts of God, nature or the public enemy, terrorism, invasion, insurrection, order of court, judge, or civil authority, strike, stoppage of labor, riot, and unusually severe weather, significant fires, floods, earthquakes, storms, epidemics, pandemics, quarantine restrictions, strikes, freight embargos, government regulation, or governmental authorities, and delays which are not caused by any act or omission.

34.3 If either party is delayed by force majeure, the time of contract completion may be extended by contract modification, for a period of time equal to that delay caused under this condition. HCPS may also consider requests for price increase for raw materials that are directly attributable to the cause of delay. HCPS reserves the right to cancel the contract and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor shall have no recourse against HCPS. Further, except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure as defined herein.



# REQUEST FOR PROPOSAL

#25-SR-020

## Title I Educational Services for Eligible Non-Public School students

### 1. PURPOSE

- 1.1. The purpose of this solicitation is to solicit sealed Requests for Proposals (RFP) from qualified Offerors to provide Third-Party Title I Educational Services. The services are needed in reading and mathematics to eligible students enrolled in non-public, private, or religious schools as required under Elementary and Secondary Education Act of 1965 (ESEA), as amended by the Every Student Succeed Act (ESSA), Title I, Part A- Improving the Academic Achievement of the Disadvantaged.
- 1.2. In an effort to meet these goals, the selected Proposer(s) must maintain an open and cooperative relationship with the HCPS Title I Office, and students and their parents, and the Schools selected to participate in these services.
- 1.3. It is the intent of these specifications to provide prospective offeror(s) with complete information relative to this Request for Proposal. Offerors are obligated to read and understand all parts of this RFP and to obtain clarification of any part not thoroughly understood.

### 2. BACKGROUND

- 2.1. Harford County Public Schools (HCPS) serves the needs of public education in Harford County. HCPS operates 55 schools, which includes elementary, middle, and high schools; special education centers; alternative schools; and administrative offices. Central Administration for Harford County Public Schools is located at 102 South Hickory Avenue, Bel Air, Maryland 21014. Currently, HCPS serves eligible non-public school students in two non-public schools located in Harford County. They are Trinity Lutheran Christian School and St. Joan of Arc School.
- 2.2. Title I of the Elementary and Secondary Education Act (ESEA), as amended by the Every Student Succeeds Act (ESSA), provides federal financial assistance to Local Educational Agencies (LEA's) to ensure that all children have a fair, equal, and significant opportunity to obtain a high-quality education and reach, at a minimum, proficiency on challenging academic standards. Section 1117 of Title I, Part A, requires each participating LEA to provide Title I services and/or other benefits to eligible non-public school children attending participating non-public elementary schools, their teachers, and their families.
- 2.3. HCPS, also known as the Local Educational Agency (LEA), receives federal funds each year to provide Title I supplemental educational programs designed to meet the needs of educationally deprived children residing in a participating public-school attendance area. The educational services and other benefits for non-public school students should be equitable in comparison to services and other benefits for public school students. The LEA may provide services directly or through contracts with public or private agencies, organizations, and institutions.
- 2.4. To be eligible to receive Title I services, a non-public school child must reside in a Title I participating public school attendance area and must meet the criteria of a student identified as failing or most at risk of failing to meet challenging academic content and student academic achievement standards. The law requires that residency and poverty information be used to determine Title I funding for the district. The collection of this information annually for all students is necessary to determine the amount of funding that will be allocated for instructional services to both public and non-public school students. Allocation of Title I non-public school funding will be based upon a per pupil allocation (PPA) for eligible students as determined by the September 30th enrollment at the participating non-public school. The PPA varies annually due to changes in Title I funding for the LEA. The PPA for participating non-public schools, therefore, fluctuates year to year based upon these factors. The total allocation to each participating non-public school also depends on the number of eligible students each year. In summary, the annual Title I non-public school PPA dollar amount is dependent upon the LEA's Title I allocation, the annual participating non-public schools' September 30th

enrollment (from the previous year), and the number of Title I eligible non-public school students. It is not possible to make estimates for the 2025-2026 school year with the Title I, Part A, allocation not finalized until July/August of 2025. As a historical guide, for the 2024-2025 school year, 7 students generated funds and a total of 13 students received Title I services (grades K-5 at two non-public schools). The total allocation for non-public schools for the 2024-2025 school year is \$18,279.17. Currently, a minimum of 60 minutes of services, 2 days per week, are provided to kindergarten through grade 5.

- 2.5. Under the Every Student Succeeds Act (ESSA), instructional services can be provided to eligible students in pre-kindergarten through grade 12. The current program, however, provides supplemental instructional services to eligible students in kindergarten through grade five (elementary grade span) either during school hours or during after school program hours, which are agreed upon by the LEA and the participating non-public schools. Instruction is provided in the areas of reading and mathematics.
- 2.6. The effectiveness of the program will be based on the ability of the students to meet the challenging performance standards established by the state or the LEA in cooperation with the participating non-public school officials. The performance standards for participating non-public schools are developed each year after reviewing pre/post tests.

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

#### 3.1. SERVICES

- 3.1.1. The Offeror shall ensure that Title I services provided to participating non-public students follow the strict guidelines provided by the federal government based on the Supreme Court rulings of *Augilar v. Felton* (1985) and *Agostini v. Felton* (1997). The selected firm will work in concert with the Title I Office to operate in compliance with Title I federal and state laws and regulations.
- 3.1.2. Based on the needs of the children to be served, the Offeror, in consultation with HCPS and participating non-public school officials, shall design a supplemental Title I instructional program.
- 3.1.3. The Offeror shall implement the instructional program including subject areas, and grade levels, assessment instruments, curriculum content, teaching methods, and types of supplies, and materials.
- 3.1.4. The Offeror shall implement program resources to help participating students to meet the challenging student academic standards expected of all children.
- 3.1.5. The Offeror shall use effective methods and instructional strategies that are based on scientifically based research, that provide an accelerated, high-quality curriculum that considers extended learning time.
- 3.1.6. The Offeror shall coordinate with and support the educational program in the classroom by conferencing with the classroom teacher to meet individual student needs.
- 3.1.7. The Offeror shall provide non-public schoolteachers of participating children an equitable opportunity to participate in allowable professional development activities, if requested.
- 3.1.8. The Offeror shall provide strategies to increase parental and family engagement of participating children; affording parents meaningful opportunities to participate in the education of their children at home and at school; engaging family and community resources to provide the support needed to foster school success (for example, efforts to encourage attendance, promote socio-emotional well-being that will allow academic achievement, and ensure that physical needs are being met).
- 3.1.9. The Offeror shall review, on quarterly basis, the progress of participating children and revise the program and services, if necessary, to provide more effective services.
- 3.1.10. The Offeror in consultation with the HCPS, Title I Office, and the Private Schools, will provide services to eligible students in Kindergarten through Grade 5 in participating non-public schools. Instructional services will begin on or before August \_\_\_\_, 2025, and extend until June \_\_\_\_, 2026. The Offeror will provide 120 minutes per week of instruction that students will receive in reading/language arts and

mathematics. Students with the greatest need may receive additional services. Safeguards, such as quarterly monitoring and on-going communication with the BOARD Title I Office and non-public schools will ensure that the program is not supplanting the private school regular program.

- 3.1.11.HCPS will meet with the non-public officials for an Affirmation of Consultation meeting to set the foundation and guidelines for further communication to ensure alignment with the schools' academic standards/curriculum and Title I services.
- 3.1.12.The Offeror will notify the HCPS of any complaints from private school parents and non-public school officials. The complaint procedure for non-public schools is commensurate with the Harford County Public Schools Title I Complaint Procedure for public schools (Attachment K: Complaint Procedures).
- 3.1.13.The Offeror shall ensure that print and non-print materials used to supplement the non-public materials are current and fit the grade level and academic needs of the students.
- 3.1.14.The Offeror shall ensure that teachers meet and maintain applicable State certification and licensure requirements to teach the subject matter at the grade level(s) they are assigned.
- 3.1.15.The Offeror shall ensure that the teacher accompanies students as they travel from the participating non-public school program and the regular classroom.
- 3.1.16.With the approval of HCPS and participating non-public school officials, the Offeror shall publish a quarterly newsletter for parents and other appropriate parties. The newsletter shall contain a program status report.
- 3.1.17.The Offeror shall maintain all parent and family engagement program budget documentation.
- 3.1.18.The Offeror shall maintain records of communication and meetings with parents. Record of communication should include sign-in sheets, agenda, notes, and evaluations (if applicable).
- 3.1.19.The Offeror shall provide a teacher/student ratio in all instructional groups not exceeding 1:8.
- 3.1.20.The Offeror shall provide substitute teachers as needed.
- 3.1.21.The Offeror shall be independent of HCPS and the non-public school in the provision of these services. The Firm shall provide to HCPS written notice of any professional relationships entered during the contract period.
- 3.1.22.The delivery of services must follow the HCPS school calendar year.

## 3.2. STUDENT SELECTION

- 3.2.1.Under this section, certain children would be eligible by virtue of their status: for example, unsheltered, children and children who in the preceding two years participated in a Title I preschool. However, the criteria that a student failing, or most at risk of failing, to meet student achievement standards is, for the majority on non-public school children, to be the criteria by which eligibility for Title I services shall be determined.
- 3.2.2.Using the list of address eligible students provided by the Title I Department, the Offeror, in consultation with private school officials, will identify students most at risk of failing to meet student achievement standards. The criterion for selecting eligible students to receive Title I services are as follows:
- 3.2.3.Grades K through 2 – selected solely on the basis of teacher judgment, parent input, developmentally-appropriate criteria, and grade level assessments, which will be agreed upon in consultation.
- 3.2.4.Grades 3 through 5 – selected using multiple selection criteria (one measure shall be a nationally norm-referenced test; student test score must be at 49 percent or below), and parent input.

3.2.5. The Title I Office, in consultation with private school officials, will complete the Teacher Student Referral Form for Title I – *Kindergarten through Grade 5* for reading/language arts and/or mathematics to identify eligible students for Title I services in participating non-public schools. The Title I Office will confirm identified students are address eligible.

3.2.6. Title I funds may not be used to identify those non-public school children that are eligible to participate. Title I funds, however, may be used to select participants from those who are eligible and to determine the specific educational needs of participating children.

### 3.3. DELIVERY OF SERVICES

#### 3.3.1. Instructional Program (See Cost Proposal (A) Instructional Costs (Reading and Mathematics Services))

3.3.1.1. The Offeror will implement services, including hourly rate and other associated cost, to be delivered at contractually assigned non-public schools, including alternatives to direct teacher-student instruction, if any. The services will occur at the non-public schools' site (classrooms), unless agreed upon during consultation with the Firm, HCPS, and the Private Schools.

3.3.1.2. The Offeror will implement instructional programs implemented at schools, including the number of hours of instruction that will be provided each week to participating private school children. The program provided to non-public school children shall be based on effective methods and instructional strategies for improving achievement that are based on scientifically based research, give primary consideration to providing after school learning time, and provide an accelerated, high-quality curriculum. Based on the needs of the children to be served, the Offeror shall implement the Offeror instructional program, including subject areas, assessment instruments, content of curriculum, teaching methods, and types of equipment and materials, that are approved by HCPS. The instructional program developed by the Offeror shall not only supplement, but also coordinate with, the instruction that the non-public school children are receiving in their regular classrooms. There is no Title I instructional material or equipment at any of the non-public schools available for use by the Offeror. All instructional materials and/or equipment needs are to be provided by the Offeror to implement their program at the non-public schools.

3.3.1.3. Instructional costs are defined as:

3.3.1.3.1. Teachers' salaries, including fringe benefits.

3.3.1.3.2. Instructional materials, including such items as books, computers and software for student use, workbooks, and supplies.

#### 3.3.2. Professional Development – if funds are available.

3.3.2.1. Section 1117 of the ESEA as amended by ESSA requires that non-public schoolteachers of participating Title I students receive professional development. The Offeror shall assess the needs of the teachers that work with private school students to help them better meet the needs of the Title I students. The Offeror will develop a plan to provide professional development activities.

3.3.2.2. The offeror will submit a how this plan will be delivered to the BOARD and the timeline as to when the professional development plan will be due to the BOARD and yearly dates of each subsequent year of the agreement if renewed. The BOARD will review the plan for approval. The plan must include specific topics, dates, and budget.

3.3.2.3. Professional development costs are defined as:

3.3.2.3.1. Costs the Offeror incurs to provide professional development activities to private school teachers of participating private school children.

#### 3.3.3. Administrative Costs (See Cost Proposal (B) Administrative Costs)

3.3.3.1. The Offeror will indicate, in the budget narrative, the percentage of administrative cost from instructional funds needed to administer services in participating private schools.

3.3.3.2. Administrative costs are defined as:

3.3.3.2.1. Costs the Firm incurs to administer the program, including, but not limited to, salaries and fringe benefits of the Project Director, assistants, costs related to professional development activities for Title I funded staff, special capital expenses, support staff, rent and utilities, office equipment and supplies, postage and mailings, telephone, profit, and travel. The Title I teacher is expected to retrieve the students from their classroom and escort them to the instructional area. This activity would also be included in the administrative costs.

3.3.4. Parent and Family Engagement (See Cost Proposal (Parent and Family Engagement Costs))

3.3.4.1. Section 1117 of the ESEA as amended by ESSA requires that parents and families of participating non-public school children participate, on an equitable basis, in parental and family engagement activities under Section 1116 of the ESEA as amended by ESSA. The Offeror shall assess the needs of the parents of private school students. The Offeror will develop a plan to provide parental and family engagement activities.

3.3.4.2. The offeror will submit how this plan will be delivered to the BOARD and the timeline as to when the parent and family engagement activities plan will be due to the BOARD and yearly dates of each subsequent year of the agreement if renewed. The BOARD will review the plan for approval. The plan must include specific topics, dates, and budget.

3.3.4.3. Parents and families are viewed as valuable stakeholders and provide feedback on the annual Title I Satisfaction Survey.

3.3.4.4. Parental and family engagement costs are defined as:

3.3.4.4.1. Costs the Offeror incurs to provide parental and family engagement activities, including parent conferences, to parents and families of participating private school children.

3.3.5. Instructional costs, Professional development costs, Parent and Family Engagement Costs, and Administrative costs, must be delineated through the billing process. Instructional costs will be based upon the LEA's PPA.

#### 3.4. INITIAL MANAGEMENT PLAN

3.4.1. The Offeror, in consultation with the BOARD Title I Office, shall prepare and submit an Initial Management Report for the accomplishments of the tasks, subtasks, key events, deadlines, and deliverables. The offeror will submit a how this plan will be delivered to the BOARD and the timeline as to when the Initial Management Report will be delivered. The initial management plan should include the criteria set forth below in order to implement its program.

3.4.1.1. Holding an Affirmation of Consultation meeting and follow-up monitoring throughout the school year. Minutes of the meetings will be kept to document attendees, such as non-public officials, classroom teachers, Offeror personnel, and the BOARD Title I personnel, and will be distributed within 5 days of the meeting.

3.4.1.2. Consulting with the BOARD Title I Office before proceeding with any changes to the program.

3.4.1.3. A discussion of methods of quality control for products and general operational performance.

3.4.1.4. A discussion of proposed lines of authority, coordination and communication among sub-Offeror (if applicable), field-based staff (if any), and the management staff.

3.4.1.5. An indication of time commitments of key personnel, by task or activity, and for the project as a whole, expressed in person days. A chart shall be included, which summarizes this information.

- 3.4.1.6. A chart showing tasks and subtasks, deadlines, decision points, and deliverables over the duration of the contract. The expected ending date for each task and subtask, in calendar weeks from the implementation of the contract, shall be indicated. The individual(s) to be involved or consulted for each decision point shall also be included.
- 3.4.1.7. Submission of a plan to assess annual progress using a BOARD generated rubric.
- 3.4.1.8. A list of materials or services the Offeror expects the BOARD or participating non-public schools to provide.
- 3.4.1.9. Time for required BOARD approval before initiating work on key events or tasks.

### 3.5. MANAGEMENT REPORT

3.5.1. The Offeror shall implement its program and submit an updated Management Report to the BOARD based upon a timeline as to when the updated Management Report will be delivered. The BOARD may seek clarifications or updates on information submitted in the updated Management Report as the contract year proceeds. The report will include information on the following items:

- 3.5.1.1. Offeror Employees: The Offeror shall submit information about the qualifications and criminal background checks of persons serving Title I students. Background information for staff serving Title I students include the Criminal Justice Information Services, state and FBI fingerprinting criminal background check. The Offeror shall be responsible for conducting criminal background checks for all employees who shall provide services under this Agreement. The results of these checks shall be provided to the BOARD, which shall have the sole discretion to reject any person from working or providing services pursuant to this Agreement.
- 3.5.1.2. Results of student assessments.
- 3.5.1.3. Eligibility Reports: Reports must contain complete and accurate demographic information, eligibility criterion, Title I ranked need, and an indication of subject areas addressed in the Title I program for each student being served. Reports must contain current school enrollment information and an assurance from participating schools that all participating students live in a Title I attendance area, with parental consent for participation in the Title I program.
- 3.5.1.4. Eligibility Report must indicate service to students in greatest need, so no student with lower Title I ranked need will be served until all students with higher ranked need are being served.
- 3.5.1.5. Delivery of services.
- 3.5.1.6. Program Goals/Objectives: Describe instructional program implemented at schools including subject areas, assessment instruments, content of curriculum, teaching methods, types of equipment and materials, and coordination of instruction with regular classroom teachers.
- 3.5.1.7. Parental and family engagement activities.
- 3.5.1.8. Professional development for the private school classroom teacher of participating Title I students, if funds are available.

### 3.6. INSTRUCTIONAL MATERIALS

3.6.1. The Offeror shall provide instructional materials to be used in the delivery of Title I services to Title I participants in accordance with the description provided in the Management Plan. The Management Plan will describe the selection and distribution of materials and shall ensure the educational appropriateness of the materials for the children to be served and convenient access to the materials by teachers and students. Materials purchased with Title I funds remain the property of the BOARD Title I Office and should be labeled and inventoried as they are purchased and deployed.

### 3.7. INSTRUCTIONAL FACILITIES

- 3.7.1. The Offeror shall obtain facilities, which should be limited to space in the participating non-public school, for providing Title I services to selected non-public school students. The facilities shall be suitable for Title I instruction. While it is not necessary to ensure that all religious imagery associated with the non-public school program is absent in the Title I instructional space, a valid program must contain safeguards to ensure that public employees do not promote religion in the course of carrying out their Title I duties. These facilities should be a location in the non-public school. Title I services must be provided consistent with the Department's October 2003 Guidance on the Supreme Court's Decision in *Agostini v. Felton* and Title I (Part A) of the ESEA.
- 3.7.2. Facilities may be leased without charge or for a reasonable charge. Selection and leasing of facilities shall be governed by the following minimum criteria:
- 3.7.2.1. Facilities comply with all health, safety, and other municipal building codes, including those for housing and instructing children.
  - 3.7.2.2. Children, teachers and staff, the public, the Federal Government, and property are protected by quality personal injury, liability, and property damage insurance obtained at competitive premiums.
  - 3.7.2.3. The environment in and surrounding the facility is safe and socially appropriate.
  - 3.7.2.4. All instructional materials and/or equipment needs in instructional facilities are to be provided by the contractor in order to implement their program at the non-public schools.
  - 3.7.2.5. Use and number of non-public school computers varies by school and use of these computers should not be taken into consideration in order to implement the private school program.
  - 3.7.2.6. In cooperation with non-public school officials, the Offeror develops a schedule of services that is compatible with the availability of facilities and with the regular school schedule and that contributes to the total instructional needs of students.
  - 3.7.2.7. Reasonable accommodation is made for students with disabilities in accordance with applicable law and regulations.
  - 3.7.2.8. Services via a synchronous online platform will be considered if offerors can meet all of the RFP requirements, however direct instruction has always been used in the past within the HCPS equitable services program and is the preferred method. In addition, Harford County Public Schools Title I Program does not evaluate and does not intend to evaluate the technological capacities or any other capacities of the private schools in which they serve.

### 3.8. ADMINISTRATION

- 3.8.1. The Offeror shall develop and maintain appropriate individual student records that reflect the needs of participating students and their progress toward meeting the student academic achievement standards in the subject areas in which they are receiving instruction.
- 3.8.1.1. The Offeror shall maintain in an organized manner all data, material, records, and financial transactions and accounts as required by Title I program regulations for a period of at least three (3) years after contract expiration.
  - 3.8.1.2. The Offeror shall maintain records of communication and meetings with the participating non-public school teacher and parents. Records of communication and meetings shall be made available upon request. Records of communication should include sign-in sheets, agenda, notes, and evaluations (if applicable).
  - 3.8.1.3. The Offer shall make available upon request, electronically (if possible), all records and financial transactions and accounts for review by authorized representatives of local, state, and federal agencies.
  - 3.8.1.4. The Offeror shall provide information, technical assistance, and respond to inquiries from HCPS in a timely manner.

### 3.9. DELIVERABLES

3.9.1. The Offeror will submit how the deliverables will be delivered to the BOARD and the timeline as to when and how many times the Offeror shall submit an up-to-date list of students' report that are eligible for service based on the multiple selection criteria. The report shall include the following:

- 3.9.1.1. Student first and last name
- 3.9.1.2. School
- 3.9.1.3. Principal's name
- 3.9.1.4. Grade
- 3.9.1.5. Class assignment
- 3.9.1.6. Race/ethnicity
- 3.9.1.7. Gender
- 3.9.1.8. Date of birth
- 3.9.1.9. Entry date
- 3.9.1.10. Title I teacher
- 3.9.1.11. Exit date
- 3.9.1.12. Non-public school classroom instructor
- 3.9.1.13. Assessment data (pre and post test scores and any quarterly assessment scores)
- 3.9.1.14. Student home address and zoned school
- 3.9.1.15. List of teachers and proof of certification

3.9.2. The Offeror will submit how the deliverables will be delivered to the BOARD and the timeline as to when and how many times the Offeror shall submit the school, teacher, and student schedules for each site.

3.9.2.1. HCPS will make formal and/or informal site visits to review the following:

- 3.9.2.1.1. Evidence that the students selected for services were selected based on the student referral list and multiple selection criteria.
- 3.9.2.1.2. Formal daily instructional plans by the Title I teacher with time-on task documentation.
- 3.9.2.1.3. Communication forms that demonstrate cooperative planning of activities between the classroom teacher and the Title I teacher.
- 3.9.2.1.4. Schedules and records pertinent to the Title I program.
- 3.9.2.1.5. Students' work folders/notebooks.
- 3.9.2.1.6. Documentation of professional development for Title I teachers.
- 3.9.2.1.7. Documentation of parent involvement.
- 3.9.2.1.8. Other related activities.

### 3.10. PROGRESS REPORTING

#### 3.10.1. Assessments

3.10.1.1.1. The Offeror will provide and administer a pre-assessment to each student entering the program. After analysis of the pre-assessments, student academic achievement goals will be established and a student academic plan will be written for each student. Student academic achievement standards will be determined through consultation between the BOARD and private school officials. The Offeror will be responsible for assessing students on a regular basis throughout the year. Quarterly reports and student attendance reports will be submitted by the Offeror to school/classroom teacher, parents, and the BOARD Title I Office. The BOARD Title I Office will use the results of the assessments to determine progress in meeting the stated academic goals. The BOARD Title I Office will consult with the Offeror to differentiate instruction to meet the needs of the students being serviced. A post test will be administered by the Offeror to all participating students, and results will be reported to the BOARD Title I Office which will be used to determine effectiveness of the program towards meeting academic standards. All reports, minutes, letters, and agendas will be maintained by the BOARD Title I Office.

3.10.1.1.2. The Offeror shall submit its plan to assess annual progress to the BOARD for review and approval with its initial October Management Plan.

#### 3.10.2. Student & Attendance List



3.10.2.1.1. The Offeror will submit how the deliverables will be delivered to the BOARD and the timeline as to when and how many times the Offeror shall submit an up-to-date attendance list reflecting the eligible students who received services, the type of service, and date of service with detailed documentation as determined by the Title I Office.

**3.11. END OF YEAR EVALUATION**

3.11.1. The BOARD will complete an annual evaluation of the Title I non-public program. Criteria for the annual evaluation will be established through the consultation process between the BOARD and private school officials. The annual evaluation report will include results from surveys of teachers and parents of participating students, as well as input from students receiving services, quantitative and qualitative results from assessments administered by the Offeror, and other indicators to determine the effectiveness of the Title I program in meeting student academic achievement standards.

3.11.2. Within one month of the end of each contract year, the Offeror shall prepare and submit an end of year evaluation report which includes at minimum:

- 3.11.2.1. The results of the assessment of the Title I programs the Offeror is providing, demonstrating whether participating children are meeting, or making annual yearly progress toward meeting, the student academic achievement standards or the alternative standards.
- 3.11.2.2. A description of program services and activities, especially new services, activities, methods, etc., and the results of their use.
- 3.11.2.3. An evaluation of the parental and family engagement activities to determine the effectiveness of the activities in increasing the participation of parents, to identify barriers to greater participation of parents in activities, and to use the findings to improve the strategies for program improvement and parental and family engagement.
- 3.11.2.4. An evaluation of professional development activities conducted for eligible non-public school staff members.
- 3.11.2.5. Special problems encountered and solutions applied or anticipated.

**3.12. PRIVATE SCHOOL AFFIRMATION OF CONSULTATIONS**

3.12.1. Private Schools included with the Title I Office / Private School signed Affirmation of Consultation

- 3.12.1.1. St. Joan of Arc School
- 3.12.1.2. Trinity Lutheran Christian School

**3.13. COMPLAINT PROCEDURES**

3.13.1. The Harford County Public Schools Title I, Part A – Complaint Procedures were adopted on July 1, 2011 and most recently amended on June 20, 2016. These complaint procedures ensure the prompt resolution of complaints of violations of Title I, Part A. The Complaint Process for participation of Private School children is the same process as the Harford County Public Schools Title I, Part A – Complaint Procedures (Attachment M: Complaint Procedures). All participating Private Schools received a copy of the Harford County Public Schools Title I, Part A – Complaint Procedures during the Affirmation of Consultation.

**3.14. RIGHT TO DISMISS**

3.14.1. If a teacher referred by the Offeror is, in the sole discretion of the BOARD, found to be incompetent, negligent, or has engaged in misconduct, the teacher shall be prohibited from being present on school premises and the Offeror will be informed of this action immediately. The offeror will provide another teacher to administer the services.

**4. SCHEDULE OF ACTIVITIES**

Date	Description
March 5, 2025	RFP Issued

March 17, 2025	Pre-Proposal Meeting – Via Teams (link provided on cover page)
March 26, 2025	Question Deadline – due before 12:00 PM (EST)
April 4, 2025	Addenda released (if necessary)
April 16, 2025	Submittals Due before 2:30 PM (EST)
April 17, 2025 – April 23, 2025	Review of Requirements
April 24, 2025 – May 16, 2025	Committee to Evaluate Submittals
May 20, 2025	Evaluation Committee Consensus Meeting
May 27, 2025 – May 30, 2025	Interviews/Presentations (if applicable)
June 3, 2025	Selection Committee Recommendation
June 23, 2025	Board Approval of Contract (if applicable)

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

## 5. **RESPONDENT REQUIREMENTS**

- 5.1. HCPS requires that participating respondents have been in the business for at least ten (10) years providing instruction in core content areas of reading, and math by professional, experienced staff. All respondents **SHALL SUBMIT** the number of years providing this type of service under the current business name and contact name on company letterhead. Respondent(s) who cannot demonstrate to the satisfaction of HCPS that they have had similar experiences or fail to provide this documentation may deem your proposal non-responsive.
- 5.2. Respondents shall have trained staff that has evidence of impact on students that are failing or at risk of failing.
- 5.3. Staff that can show their expertise through national recognition is a preference.
- 5.4. Respondents must have experience cooperating with the Office of Federal Programs/Title I to operate in compliance with Title I federal and state laws and regulations. Respondent(s) who cannot demonstrate to the satisfaction of HCPS that they have ability to provide this requirement may be deemed non-responsive.
- 5.5. All respondents submitting a proposal shall be authorized to transact business in Maryland and considered in “Good Standing” (all fees, taxes, and penalties owed to Maryland are paid). Any respondent not considered in “Good Standing” may be deemed non-responsive. Visit the following website to ensure compliance or to register: <https://egov.maryland.gov/businessexpress>. (HCPS 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.)
- 5.6. All respondents must not have any “Exclusions” (respondent cannot be debarred or suspended). If the indicator box is “green” and states “Entity” this vendor is not suspended or debarred. If a respondent’s name does not appear after searching, the respondent does not have an “Exclusion”. Visit the following website to ensure compliance: <https://sam.gov/SAM/pages/public/index.jsf> (HCPS bears no responsibility for accuracy, legality or content of the external site or for that of subsequent links. Contact the external site for answers to questions regarding its content). If the indicator box is “purple” and states “Exclusion” the respondent may be deemed non-responsive.
- 5.7. Respondent shall furnish to HCPS any requested information and data/documentation. HCPS reserves the right to reject any proposal if the information or documentation submitted by the respondent or investigation of such respondent fails to satisfy HCPS that such respondent is properly qualified to carry out the obligations of the Contract and to complete all requirements contemplated therein.

## 6. **SPECIAL CONDITIONS**

This is an Indefinite Delivery/Indefinite Quantities (IDIQ) Contract. The services requested are pending allocation of funds from USDE and MSDE and approval of award by the Board of Education of Harford County. HCPS

reserves the right to order services as may be required during the Contract period and reserves the right not to authorize/order any services.

## 7. AWARD

- 7.1 Harford County Public Schools intends to award a contract to the lowest responsive and responsible offeror whose proposal complies with all the provisions of the RFP and the stated criteria, subject to the availability of funding and bringing the best value and is deemed to be in the best interest of Harford County Public Schools.
- 7.2 HCPS may reject any proposal which contains omissions, altered forms, additions, or imposes conditions or offers alternate items. HCPS may make any award which is deemed in the best interest of Harford County Public Schools or make no award at all, at its sole discretion.
- 7.3 HCPS reserves the right to reject any proposal if the evidence submitted by an offeror, or from the investigation of such offeror, fails to satisfy HCPS that such offeror is qualified to fulfil the obligations of the contract.
- 7.4 In the event the Awarded Offeror(s) cannot deliver the services of the Contract in accordance with the specifications, HCPS reserves the right to purchase the services on the open market to assure the continued operation of HCPS.
- 7.5 HCPS reserves the right to add similar or related services to the resulting contract. HCPS and the firm will agree to the services and fees being added. Contract Amendments will be issued for all additions and must be signed by both parties.
- 7.6 The Contract will be awarded to the firm complying with all the provisions of the RFP and the stated criteria, subject to the availability of funding and provided it is in the best interest of Harford County Public Schools to award the Contract.
- 7.7 HCPS reserves the right to make multiple awards, if it is in its best interest to do so.

## 8. CONTRACT TERM

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

## 9. PRICING AND RATE ADJUSTMENTS

- 9.1 All prices herein shall be firm against any adjustment for the first twelve (12) months of the Contract.
- 9.2 Prior to commencement of subsequent renewal terms, HCPS will entertain a request for a price adjustment on the cost up to the Consumer Price Index for the previous 12-month period prior to the renewal date. The Awarded Offeror(s) shall request all rate adjustments in writing to the Procurement Agent, at least ninety (90) days prior to the renewal date. **Increases submitted late may not be considered.**
- 9.3 The request for a change in the price/rate shall include: (1) the Bid number, (2) existing price/rate, (3) the new proposed price/rate, (4) supporting documentation (i.e., appropriate Bureau of Labor Statistics index). The request for a price increase on products shall include documentation from the manufacturer to verify the basis for such a request and submit current catalogs.
  - 9.3.1 HCPS will also consider adjustments based on fees outside of the control of the Contractor, such as manufacturer price increases. However, such increases will be a "pass through" to HCPS with no mark-up allowed. For such changes to be considered, documentation from the manufacturer (or any other applicable party) assessing a cost increase must accompany a written request from the Contractor.

- 9.4 HCPS will only consider adjustments on rates based upon the Consumer Price Index (CPI) for all Urban Consumers as published by the Bureau of Labor Standards (<https://www.bls.gov/data/>), or the most appropriate index for the service or product being provided.
- 9.5 For purposes of this section, "Consumer Price Index" shall mean the Consumer Price Index-All Urban Consumers-Baltimore-Columbia-Towson, MD-All Items (CPI-U or CPI-W), as published by the United States Department of Labor, Bureau of Labor Statistics.
- 9.6 For each option year of this contract, pricing may be adjusted by the percentage change in the Consumer Price Index by following the steps below, which the HCPS Procurement Department will follow:
- 9.6.1 Access the U.S Bureau of Labor Standards <https://www.bls.gov/data/>.
- 9.6.2 Under "Urban Wage Earners and Clerical Workers (Current Series)", click on "One Screen Data Search" (magnifying glass).
- 9.6.2.1 Select "Baltimore-Columbia-Towson, MD" for No.1.
- 9.6.2.2 Select "All Items" for No 2.
- 9.6.2.3 "Not Seasonally Adjusted" box should be selected in No. 3.
- 9.6.2.4 Select "Add to Selection" then "Get Data" button.
- 9.6.2.5 Select "More Formatting Options" located in the top right-hand corner.
- 9.6.2.5.1 Unselect "Original Data Value" and select "12-Month Percent Change" box
- 9.6.2.5.2 Select "Retrieve Data"
- 9.6.2.6 Use the '12 Months Percent Change' chart. Adjustment shall be based on the most recently published percentage change.
- 9.6.2.7 Multiply the percentage change by the base cost to determine the escalated cost.
- 9.7 The Awarded Offeror shall provide bona-fide manufacturer's documentation reflecting the percentage change. The CPI adjustment is NOT automatic. HCPS reserves the right to accept or reject the adjustment within sixty (60) days of receipt of request. Rate adjustments will be approved at the discretion of HCPS and are not guaranteed.
- 9.7.1 If the request is rejected, the Contract for that item may be terminated thirty (30) days from the date of HCPS rejection letter.
- 9.7.2 If adjustment request is rejected, HCPS reserves the right to purchase services or goods from the next most favorable responsive and responsible bidder, as the requested adjustment may change the award position. If the next most favorable responsive bidder(s) does not have service available within the requested timeframe, HCPS reserves the right to purchase from any source.
- 9.7.3 Awarded Offeror whose price adjustment has been rejected by HCPS shall be granted the right of first refusal and shall be given an opportunity to match the item pricing of the next most favorably ranked responsive and responsible offeror within ten (10) days of receipt of HCPS rejection notification.
- 9.8 Upon receipt of the Awarded Offeror(s) request, HCPS shall decide to accept, reject, or modify the request, as may be determined to be in the best interest of HCPS, for a price adjustment based upon its investigations and the information provided by the Awarded Offeror. If HCPS approves the price adjustment, the price shall remain firm for the renewal term for which it was requested. Any orders received prior to a request for a price increase shall be honored at the original contract price.

- 9.9 HCPS reserves the right to decrease the unit price, if such downward adjustment is reflected with the CPI data.
- 9.10 Rate increase requests will not be considered if not accompanied with the proper information or within the designated time.
- 9.11 HCPS reserves the right to cap pricing adjustments at five percent (5%) of the price for the immediately preceding year.

10. **RFP CLOSING DATE**

Proposals must be received by the email inbox ([bids@hcps.org](mailto:bids@hcps.org)) no later than **2:30 pm, local time, on April 16, 2025**. Proposals received after this time will not be considered. Proposals may not be modified after the RFP closing date and time.

11. **DELIVERY OF PROPOSALS**

All proposals shall be emailed to [bids@hcps.org](mailto:bids@hcps.org). Mark the subject line – RFP#25-SR-020 Title I Educational Services for Eligible Non-Public School Students. Only electronic submittals will be accepted. It is the Offeror’s responsibility to verify that the Proposal has been received, prior to the due date. ‘Read Receipts’ are not sufficient. Offeror(s) may contact the RFP Coordinator listed within the solicitation, by email or phone, to confirm receipt of the proposal.

12. **RESPONDENTS RESPONSIBILITIES**

- 12.1 The Respondent understands the RFP in its entirety and that the proposal is made in accordance therewith, and;
- 12.2 The Respondent possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the HCPS, and;
- 12.3 Prior to submitting a proposal, each Respondent shall make all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the contract and to verify any representations made by HCPS, upon which the respondent will rely. If the respondent receives an award based on its proposal submission, failure to have made such investigations and examinations will in no way relieve the respondent from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the respondent for additional compensation or relief, and;
- 12.4 The Respondent will be held responsible for any and all discrepancies, errors, misstatements, etc. in discounts or rebates which are discovered during the contract term or up to and including five (5) fiscal years following HCPS’s annual audit, including five (5) years thereafter.

13. **PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held on-line via Teams for this Request for Proposal on **March 17, at 10:00 a.m. local time**, at the link stated on the cover page. **Potential Offerors are strongly encouraged to attend.**

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

- 14.1 Offerors shall email their Proposal to [bids@hcps.org](mailto:bids@hcps.org), in PDF format in SEPARATE e-mails as the following:
  - 14.1.1 **Volume I** – Technical Proposal
  - 14.1.2 **Volume II** – Cost Proposal
- 14.2 Each e-mail shall include the following information in the body of the email:

14.2.1 The Offeror's name, business address, and contact information.

14.2.2 The due date/time for receipt of proposals.

14.3 The title of the RFP and RFP number (**#25-SR-020 Title I Educational Services for Eligible Non-Public School Students**)

14.4 See **Section 19: Submittal Requirements** for complete details.

14.5 If confidential materials are submitted, respondents are requested to submit **one (1)** additional electronic copy of their submittal for the purposes of Freedom of Information Requests. The redacted electronic copy shall be marked "**Redacted Copy**". It is understood that this copy may be made available to any requesting party without prior consent or approval from the originator. Blanket requests for the entire proposal to be held confidential will not be considered.

## 15. QUESTIONS

Questions concerning any portion of this RFP shall be directed by e-mail to Sara Rowe at sara.rowe@hcps.org, who shall be the official point of contact for this RFP. Questions should be submitted by the date and time listed on the coversheet.

## 16. INSURANCE REQUIREMENTS

Please review in detail the insurance requirements contained in the attached document. These requirements are recommended by the Maryland Association of Boards of Education Group Insurance Pool. Please have your insurance agent/company receive these insurance requirements prior to submitting a response. Failure to comply with these insurance requirements may render your submittal as non-responsive.

A Certificate of Insurance verifying coverage and limits as specified in "Insurance Requirements" or a letter committing to obtain the required coverage and limits as specified, must be submitted with your response. Failure to provide this information may deem your submittal as non-responsive.

## 17. PRESENTATIONS BY RESPONDENTS

17.1 HCPS, at its sole discretion, may ask individual respondents to make oral presentations, informal telephone interviews and/or demonstrations without charge to HCPS.

17.2 HCPS reserves the right to require any respondent to demonstrate, to the satisfaction of HCPS, that the respondent has the fiscal and managerial abilities to properly furnish the services proposed and required to fulfill the contract. The demonstration must satisfy the Board and the Board shall be the sole judge of compliance.

17.3 Respondents are cautioned not to assume that presentations will be required and should include all pertinent and required information in their original proposal package.

17.4 It is HCPS' intent to award a contract to the respondent deemed most advantageous to HCPS in accordance with the evaluation criteria specified elsewhere in this RFP. The Board reserves the right, however, to conduct post-presentation discussions with any respondent who has a realistic possibility of contract award including, but not limited to: request for additional information, competitive negotiations, and further best-and-final offers.

17.5 Dates for presentations have been listed in Section 4. Schedule of Activities, although these dates are subject to change, these dates have been selected based on the schedules of the evaluation committee members and will not be modified/changed to accommodate the schedules of the Offerors.

## 18. PROPOSAL EVALUATION PROCESS

18.1 Proposals submitted shall be received and reviewed by the Procurement Agent.

- 18.2 A preliminary evaluation by the Procurement Agent shall determine whether each received proposal is complete and compliant with all the instructions and/or submittal requirements of the RFP. Any proposals that are incomplete or that do not comply with the instructions and/or submittal terms and conditions may be rejected and excluded from further consideration.
- 18.3 Technical proposals meeting all minimum requirements will be distributed to the evaluation committee for review and evaluation. The committee will then convene to discuss, and scores will be tallied for each criteria.
- 18.4 After the technical score for each proposal has been established, the evaluation committee will determine if presentations or interviews will be required. Firms with technical scores falling below acceptable standards will be eliminated from the remainder of the RFP process.
- 18.5 HCPS will use a point formula to score the cost proposals. The maximum score for the cost proposal will be assigned to the firm offering the lowest combined total. Appropriate fractional scores will be assigned to the other cost proposals.
- 18.6 HCPS may enter into cost and/or terms and conditions negotiations with the highest-ranking firm. If HCPS and the firm cannot agree upon cost or terms, HCPS may negotiate with the next highest ranked firm. This process will be continued until a fair and reasonably priced contract can be awarded.
- 18.7 During the evaluation, HCPS will consider the Offeror's record and performance of any prior contracts with HCPS or other public bodies, including but not limited to the Offeror's providing similar programs/services to HCPS, other schools, school districts, or other governmental agencies. HCPS reserves the right to reject the proposal of any Offeror if the investigation discloses that the Offeror, in HCPS' opinion, has not properly performed such prior contracts or has habitually and without just cause neglected the payment of bills or has otherwise disregarded its obligations to subcontractors or employees.
- 18.8 HCPS may make such investigations as deemed necessary to determine the ability of an audit firm to provide the work as specified herein. HCPS may request additional information about or clarification of any proposals submitted.
- 18.9 HCPS reserves the right to clarify information submitted in a proposal to determine whether an error has been made or whether a waiver of formality, informality or technicality is appropriate. Firms shall furnish HCPS with all such information and data necessary for HCPS to determine if the proposal is responsible and responsive to the HCPS' requirements as stated herein.

**19. SCORING**

- 19.1 An adjectival scoring system shall be applied throughout the evaluation process for the evaluation of the technical proposals and the oral presentation/informal interviews. A score of 0 is the least favorable and a score of 5 is the most favorable in all sections.
- 19.2 The Respondent's response will be scored by committee members in accordance with the following scale:
  - 0 = Unresponsive: Failed to respond to the request
  - 1 = Poor: Responsive to the question but expectations are NOT met
  - 2 = Marginal: Responsive to the question but below acceptable standards
  - 3 = Acceptable: Minimal acceptable performance standards and responsive to the request
  - 4 = Good: Above minimum performance, effective and responsive to the request
  - 5 = Excellent: Exceeds expectations for effectiveness and responsiveness to the request

**20. SUBMITTAL REQUIREMENTS**

When submitting a Technical Proposal, the following minimum information must be provided for proper evaluation by the selection committee. Your Technical Proposal should be thorough in all aspects for the selection committee to make a proper and complete evaluation of your capabilities and response. The purpose of the Technical Proposal is to demonstrate the qualifications, competency, and capacity of the Respondent in

conformity with the requirements of this RFP. The Technical Proposal shall demonstrate the qualification of the Respondent and the staff to be assigned to this contract.

The Technical Proposal shall address all the points outlined in the RFP (excluding any cost information which shall only be included in the Cost Proposal). The Technical Proposal shall be prepared simply and economically, providing a straightforward, concise description of the Respondent's capabilities to satisfy the RFP requirements.

Each proposal must include a submittal letter, table of contents, and all documentation requested in the Technical Proposal. The documents must be numbered consecutively from beginning to end and separated by tabs in the order described below. *Failure to submit these documents in this order may deem your proposal non-responsive.*

**Note: No pricing information is to be included in the Technical Proposal. Pricing information is to be included only in the Cost Proposal.**

## 20.1 Volume I: TECHNICAL PROPOSAL

### 20.1.1 Tab 1 – Respondent's Profile and Submittal Letter – (Weighted Value 15 Points)

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

- Brief history of the firm.
- Organizational structure of business .
- How many years providing this type of service (needs to be at least 10 years)
- Provide evidence that the firm is registered to do business in the State of Maryland.
- Provide a concise narrative as to why your firm is best able to serve HCPS, include any key items about your firm that distinguishes it from other firms.

### 20.1.2 Tab 2 – Experience of Firm/Personnel – (Weighted Value 15 Points)

- Describe the Firm's experience with the Scope of Services requested here within.
- Respondents shall submit biographic profiles on the individual(s) who will be assigned to this contract. The Lead Relationship Manager must have at least ten (10) years of experience in providing the services requested in this RFP and industry.

### 20.1.3 Tab 3 – Technical Approach and Methodology – Scope of Services (Weighted Value 40 Points)

- The Firm's approach and methodology of how the services herein addressed will be provided. Submit any applicable artifacts.
- Describe why your firm is uniquely qualified to service Harford County Public Schools and your specific qualifications to meet the Scope of Services prescribed.
- Describe how all deliverables will be delivered and a timeline of when the required deliverables will be delivered.
- Describe in detail past practice in providing Title I Services to private schools. Give examples of practices that worked and practices that did not work.
- Describe in detail evidence-based curricula used with the results proving the approach was effective with private school students.
- Provide examples of Parent and Family Engagement and Professional Development sessions presented in the past to private schools.
- Complete Attachment K - Questionnaire

### 20.1.4 Tab 4– References – (Weighted Value 15 Points)

Using the form included as Attachment F, provide the name, address, email address and phone numbers of three (3) current and/or prior clients who can be contacted for references. Two (2) of the three (3) references shall be a K-12 client, if available.



The references will be verified by HCPS. HCPS will not be responsible for errors, non-working phone numbers, inaccurate email addresses, people no longer employed with the client or references who do not respond.

Failure to provide references may deem Proposer as non-responsible. HCPS reserves the right to request additional references.

#### 20.1.5 **Tab 5 – Exceptions to Draft Contract (Non-Scored)**

- Provide any exceptions to HCPS's General Terms and Conditions.
- Offerors must provide **any and all** documentation or agreements that you anticipate requesting HCPS to incorporate into the final agreement or sign as a result of this RFP award.
- Failure to indicate any exceptions shall be interpreted as the Offeror's intent to fully comply with all RFP terms and conditions as written.
- Terms and conditions differing from those in this RFP may be cause for disqualification of the proposal.

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

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

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

Failure to return any of these documents may be cause for the proposal to be considered non-responsive.

- Attachment "A" Provide a sample Certificate of Insurance (Proving Coverages and Limits as specified in "Insurance Requirements" or a letter committing to obtain the required coverages and limits as specified)
- Attachment "B" Debarment Certification (Completed and Signed)
- Attachment "C" Conflict of Interest Form (Completed and Signed)
- Attachment "D" Employment of Sex Offenders and Other Criminal Offenders Affidavit (Completed and Signed)
- Attachment "E" Anti-Bribery Affidavit (Completed and Signed)
- Attachment "F" Reference Sheet (Completed)
- Attachment "G" Signature Sheet (Completed and Signed)
- Attachment "H" Professional Services Agreement **Sample** (Final will be at time of award)
- Attachment "I" Cost Proposal (To be submitted as the Cost Proposal – under separate sealed cover)
- Attachment "J" Exceptions Form (To be submitted with the Technical Proposal – if applicable)
- Attachment "K" Questionnaire (To be submitted with the Technical Proposal)
- Attachment "L" Affirmation of Consultation Sample (For Reference)
- Attachment "M" Complain Procedures (For Reference)

### 20.2 **Volume II: COST PROPOSAL (Weighted Value 15 Points)**

- 20.2.1 Offeror shall provide the following cost information submitted in a **SECOND EMAIL** with the subject line labeled as RFP #25-SR-020 Title I Educational Services for Eligible Non-Public School Students – Cost Proposal.
- 20.2.2 The Cost Proposal **MUST INCLUDE ALL COSTS** associated with the services identified in, and associated with, the services requested in this RFP. See Attachment I – Cost Proposal
- 20.2.3 Only the total cost for the initial first year of the contract term shall be included on the pricing page.

Evaluation Criteria Matrix	Maximum Possible Points
Tab 1 – Profile and Submittal Letter	15
Tab 2 – Experience of Firm/Personnel	15
Tab 3 – Technical Approach and Methodology	40
Tab 4 – References	15
Cost Proposals	15
<b>Combined Total</b>	<b>100</b>

**ATTACHMENT A**  
**Insurance Requirements**

**Harford County Public School System – Maryland**

**Insurance Requirements for Service/Consulting Contracts**

1. General Insurance Requirements

- 1.1 The Consultant shall not commence any operations or services on behalf of the Board of Education of Harford County (the Board) under this Contract until the Consultant has obtained at the Consultant's own expense all of the insurance as required hereunder and such insurance has been approved by the Board. Approval of insurance required of the Consultant will be granted only after submission to the Board of original certificates of insurance signed by authorized representatives of the insurers or, at the Board's request, certified copies of the required insurance policies.
- 1.2 Insurance as required hereunder shall be in force throughout the term of the Contract. Original certificates signed by authorized representatives of the insurers or, at the Board's request, certified copies of insurance policies, evidencing that the required insurance is in effect, shall be maintained with the Board throughout the term of the Contract.
- 1.3 The Consultant shall require all Subcontractors to maintain during the term of the Contract insurance to the same extent required of the Consultant herein unless any such requirement is expressly waived or amended by the Board in writing. The Consultant shall furnish Subcontractors' certificates of insurance to the Board immediately upon request.
- 1.4 All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal or material reduction in coverage until sixty (60) days prior written notice has been given to the Board.  
  
Therefore, the phrases "endeavor to" and ". . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.
- 1.5 No acceptance and/or approval of any insurance by the Board shall be construed as relieving or excusing the Consultant from any liability or obligation imposed upon the Consultant by the provisions of this Contract.
- 1.6 If the Consultant does not meet the insurance requirements of this Contract, the Consultant shall forward a written request to the Board for a waiver in writing of the insurance requirement(s) not met or approval in writing of alternate insurance coverage, self-insurance, or group self-insurance arrangements. If the Board denies the request, the Consultant must comply with the insurance requirements as specified in this Contract.
- 1.7 All required insurance coverages must be underwritten by insurers allowed to do business in the State of Maryland and acceptable to the Board. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest evaluation by A. M. Best Company, unless Board grants specific approval for an exception. The Board hereby grants specific approval for the acquisition of workers compensation and employers liability insurance from the Injured Workers Insurance Fund of Maryland.
- 1.8 Any deductibles or retentions in excess of \$10,000 shall be disclosed by the Consultant, and are subject to Board's written approval. Any deductible or retention amounts elected by the Consultant or imposed by the Consultant's insurer(s) shall be the sole responsibility of the Consultant.
- 1.9 If the Board is damaged by the failure or neglect of the Consultant to purchase and maintain insurance as described and required herein, without so notifying the Board, then the Consultant shall bear all reasonable costs properly attributable thereto.

2. Consultant's Insurance

2.1 The Consultant shall purchase and maintain the following insurance coverages at not less than the limits specified below or required by law, whichever is greater:

2.1.1 Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of:

\$1,000,000	Each Occurrence;
\$1,000,000	Personal and Adv Injury;
\$2,000,000	General Aggregate; and
\$1,000,000	Products/Completed Operations Aggregate

This insurance shall include coverage for all of the following:

- i. Liability arising from premises and operations;
- ii. Liability arising from the actions of independent contractors;
- iii. Contractual liability protection for the Consultant from bodily injury and property damage claims arising out of liability assumed under this Contract.

2.1.2 Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:

- i. Liability arising out of the ownership, maintenance or use of any auto (if no owned autos, then hired and non-owned autos only); and
- ii. Automobile contractual liability.

2.1.3 If the Consultant has any employees, workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard "other states" coverage; employers liability insurance or its equivalent with minimum limits of:

\$100,000	Each accident for bodily injury by accident;
\$100,000	Each employee for bodily injury by disease; and
\$500,000	Policy limit for bodily injury by disease.

2.1.4 If the Consultant is an individual or sole proprietor operating without workers compensation coverage, personal health insurance or its equivalent is required

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

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

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

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

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

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

- 2.1.7 The Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers shall be named as additional insureds on the Consultant's commercial general liability insurance with respect to liability arising out of the services provided under this Contract by Consultant.

**Special Notes:** ISO forms CG 2009 and CG 2010 entitled "Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization" (previously Forms A and B respectively) are **NOT ACCEPTABLE**. ISO form CG 2026 entitle "Additional Insured – Designated Person or Organization" **or a manuscript endorsement with the below wording is required.**

"The Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers are named as additional insureds on this commercial general liability insurance with respect to liability arising out of the services provided by the Named Insured under Contract:

\_\_\_\_\_ (Enter specific identifying information such as project name, Board's contract number and/or date of contract)."

- 2.3 Insurance or self-insurance provided to the Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers under any Consultant's liability insurance of self-insurance required herein, including, but not limited to, umbrella and excess liability or excess liability policies, shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurance or self-insurance. (Any cross suits or cross liability exclusion shall be deleted from Consultant's liability insurance policies required herein.)

- 2.4 Insurance or self-insurance provided to the Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers as specified herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the Board and its elected and appointed officials, officers, employees and authorized volunteers shall be excess of and non-contributory with insurance of self-insurance provided to the Board and its elected and appointed officials, officers, employees and authorized volunteers as specified herein.

- 2.5 If any liability insurance purchased by the Consultant has been issued on a "claims made" basis, the Consultant must comply with the following additional conditions:

2.5.1 The Consultant shall agree to provide certificates of insurance evidencing the above coverages for a period of two years after final payment by the Board under this Contract. Such certificates shall evidence a retroactive date no later than the inception date of this Contract; or

2.5.2 The Consultant shall purchase an extended (minimum two years) reporting period endorsement for each such "claims made" policy in force as of the expiration or termination date of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself. Such certificate or copy of the endorsement shall evidence a retroactive date no later than the inception date of this Contract.

### 3. **Indemnification**

To the fullest extent permitted by law, Consultant agrees to defend, indemnify, pay on behalf of and save harmless the Board of Education of Harford County, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Consultant under this Contract.

### 4. **Waiver of Subrogation**

To the fullest extent permitted by law, the Consultant and its invitees, employees, officials, volunteers, agents and representatives waive any right of recovery against the Board of Education of Harford County for any and all claims, liability, loss, damage, costs or expense (including attorneys' fees) arising out of the services provided by Consultant under this Contract. Consultant specifically waives any right of recovery against the Board and its elected and appointed officials, officers, volunteers, agents and employees for personal injury

(and any resulting loss of income) suffered while working on behalf of the Board as an independent contractor. Such waiver shall apply regardless of the cause of origin of the injury, loss or damage, including the negligence of the Board and its elected and appointed officials, officers, volunteers, agents and employees. The Consultant shall advise its insurers of the foregoing.

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

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

6. **Damage To Property of The Consultant And Its Invitees**

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

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

**HARFORD COUNTY PUBLIC SCHOOLS**

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Sean W. Bulson, Ed.D., Superintendent

102 S. Hickory Ave, Bel Air, Maryland 21014

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

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

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

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Name and Title of Authorized Agency/Organization Representative

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Signature

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Date

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Agency/Organization

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

**ATTACHMENT C**  
**CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE**

- (a)** The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to a conflict of interest.
- (b)** Prior to commencement of any work, the Contractor agrees to notify the Procurement Agent immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the buyer any actual or potential conflict of interest the Contractor may have.
- (c)** The Contractor agrees that if an actual or potential conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Procurement Agent. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Procurement Agent, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Procurement Agent of any contrary action to be taken.
- (d)** Remedies - The Board may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid a conflict of interest. If the Contractor was aware of a potential conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Procurement Agent, the Board may terminate the contract for default, suspend the Contractor from further Board contracts, or pursue such other remedies as may be permitted by law or this contract.
- (e)** The Contractor agrees to insert in each subcontract placed hereunder, provisions which shall conform substantially to the language of this affidavit.

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

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

By: \_\_\_\_\_ (printed name of Authorized Representative and affiant)

\_\_\_\_\_ (signature of Authorized Representative and affiant)

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



**ATTACHMENT D**  
**EMPLOYMENT of SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS AFFIDAVIT**

**HARFORD COUNTY PUBLIC SCHOOLS**  
**EMPLOYMENT OF SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS AFFIDAVIT**

I AFFIRM THAT:

I am aware of, and the business listed below will comply with, the following requirements of Section §11-722 of the Criminal Procedure Article, and Section §6-113 of the Education Article, Annotated Code of Maryland:

- A. Maryland Law requires sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work, or attend school. An HCPS contractor agrees and acknowledges that it/he/she is prohibited from knowingly employing an individual to work at a school if the individual is registered as a sex offender pursuant to Section §11-704 of the Criminal Procedures Article of Maryland Code.
- B. An HCPS contractor or subcontractor may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of:
  - 1) Section §3-307 of the Criminal Law Article, Maryland Annotated Code, *Sexual Offense in the Third Degree*;
  - 2) Section §3-308 of the Criminal Law Article, Maryland Annotated Code, *Sexual Offense in the Fourth Degree*;
  - 3) An offense under the laws of another state that would constitute a violation of Sections §3-307 or §3-308 of the Criminal Law Article if committed in Maryland;
  - 4) Child sexual abuse under Section §3-602 of the Criminal Law Article, Annotated Code of Maryland;
  - 5) An offense under the laws of another state that would constitute child sexual abuse under Section §3-602 of the Criminal Law Article if committed in Maryland;
  - 6) A crime of violence as defined in Section §14-101 of the Criminal Law Article, Annotated Code of Maryland; or
  - 7) An offense under the laws of another state that would constitute a crime of violence under Section §14-101 of the Criminal Law Article if committed in Maryland.
  - 8) Contractors shall comply with the requirements of House Bill 486 passed by the General Assembly in 2019, regarding screening of applicants for employment.
    - a. Effective July 1, 2019
    - b. MSDE Guidance for House Bill 486 – Child Sexual and Sexual Misconduct Prevention) can be found online at [www.marylandpublicschools.org](http://www.marylandpublicschools.org).
    - c. Submission of Section 000325 Contract Affidavit (HB 486/SB 541 Compliance) is required to be submitted prior to award of contract.

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

Violations of any of these provisions may result in Termination for Cause.

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

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

By: \_\_\_\_\_ (printed name of Authorized Representative and affiant)

\_\_\_\_\_ (signature of Authorized Representative and affiant)

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

**ATTACHMENT E**  
**ANTI-BRIBERY AFFIDAVIT**

**HARFORD COUNTY PUBLIC SCHOOLS**

Sean W. Bulson, Ed.D., Superintendent

102 S. Hickory Ave, Bel Air, Maryland 21014

**STATE OF MARYLAND ANTI-BRIBERY AFFIDAVIT**

I HEREBY CERTIFY that:

1. I am the \_\_\_\_\_ and the duly authorized representative of the firm of \_\_\_\_\_ whose address is \_\_\_\_\_ and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.
  
2. Except as described in paragraph 3 below, neither I, nor to the best of my knowledge, the above firm, nor any of its officers, directors or partners, or any of its employees directly involved in obtaining contracts with the State or any county, bi-county, or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions committed, which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Section 9-201 in the Criminal Law Article of the Annotated Code of Maryland or under the laws of any state or federal government.
  
3. (State "*none*" or, as appropriate, list any conviction, plea, or admission described in paragraph 2 above, with the date; court, official, or administrative body; and the sentence or disposition, if any.

\_\_\_\_\_

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

**ATTACHMENT F**  
**REFERENCES**

1. Client Name \_\_\_\_\_  
Email Address \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Nature of Engagement \_\_\_\_\_  
Date Completed/Year Covered \_\_\_\_\_

2. Client Name \_\_\_\_\_  
Email Address \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Nature of Engagement \_\_\_\_\_  
Date Completed/Year Covered \_\_\_\_\_

3. Client Name \_\_\_\_\_  
Email Address \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Nature of Engagement \_\_\_\_\_  
Date Completed/Year Covered \_\_\_\_\_

**ATTACHMENT G**  
**SIGNATURE SHEET**  
**(To be submitted with Technical Proposal)**

I/We agree to provide the services in accordance with the accompanying requirements and all conditions, provisions, attachments, and any addenda to this RFP.

Company	Authorized Representative (print)
Address	Signature
Address, continued	Title (print)
Name of Firm's Contract Administrator	Phone Number of Authorized Representative
Phone Number of Firm's Contract Administrator	E-mail Address of Authorized Representative
E-mail Address of Firm's Contract Administrator	Federal I.D. Number

**Acknowledgement of Addenda (if issued)**

I/We acknowledge receipt of the following Addenda:

- No. \_\_\_\_\_, Dated \_\_\_\_\_
- No. \_\_\_\_\_, Dated \_\_\_\_\_
- No. \_\_\_\_\_, Dated \_\_\_\_\_

# ATTACHMENT H

## PROFESSIONAL SERVICES AGREEMENT SAMPLE



This Professional Services Agreement (the "Agreement") 25-SR-020, effective as of \_\_\_\_\_ ("Effective Date"), is entered into by and between Harford County Public Schools (HCPS) having its principal place of business at 102 S. Hickory Ave., Bel Air, MD 21014 ("HCPS"), and **NAME OF FIRM HERE** having its principal place of business at **ADDRESS HERE** ("Consultant"). In mutual consideration of the mutual promises set forth in this Agreement, the parties agree as follows:

### 1. **SERVICES**

**Scope of Services.** Subject to the terms and conditions of this Agreement and the terms and conditions of RFP 25-SR-020 Title I Educational Services for Eligible Non-Public School Students, Consultant will perform those professional consulting services as set forth and attached hereto as **Exhibit A (SCOPE OF WORK), Exhibit B (Fees) and Exhibit C (Schedule)** and as amended and/or supplemented from time to time by the mutual written agreement of the parties and incorporated herein by reference. At a minimum, a written document that (i) references this Agreement, (ii) describes the Services to be performed (iii) specifies the corresponding rate schedule or other fee information, and (iv) is signed by both parties or is issued by one party and signed by the other party. Consultant will use commercially reasonable efforts to complete the Services by the applicable dates set forth in the attachment ("Target Dates").

### 2. **REMEDIES AND TERMINATION**

2.1. **Correction of Errors, Defects, and Omissions** – The Consultant agrees to perform work as may be necessary to correct errors, defects, and omissions in the services required under this agreement without undue delays and without cost to HCPS. The acceptance of the work set forth herein by HCPS shall not relieve the Consultant of responsibility.

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

#### 2.3. **Termination for Default**

2.3.1. If the Consultant fails to fulfill its obligations under this Agreement properly and on time, otherwise violates any provision of the Agreement, HCPS may terminate the Agreement by written notice to the Consultant. The notice shall specify the acts of omissions relied on as cause for termination.

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

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

2.4. **Termination for Convenience** – HCPS may terminate all or part of the work required under this Agreement for the convenience of HCPS with a thirty (30) day notification. In the event of such termination, the Agreement Administrator shall determine the costs the Consultant has incurred to the date of termination and such reasonable costs associated with the termination. HCPS shall pay such costs as determined by the Agreement Administrator to the Consultant together with reasonable profit reasonably earned by the Consultant to the time of termination but not to include any profit not earned as of the date of termination.

2.5. **Obligations of Consultant upon Termination** – Upon Notice of Termination, the Consultant shall:

2.5.1 Take immediate action to orderly discontinue its work and demobilize its work force to minimize the occurrence of costs.

2.5.2 Take such action as may be necessary to protect the property of HCPS, place no further orders or sub-Agreement, assign to HCPS in the manner and to the extent directed by HCPS all the right, title and if ordered by HCPS possession and interest of Consultant under the orders or sub-Agreements terminated.

2.5.3 Deliver to HCPS all materials, equipment, data, drawings, specifications, reports, estimates, and such other information accumulated by the Consultant which has been or will be reimbursed under this agreement after considering any damages that may be payable to HCPS. Title to such items shall be transferred to HCPS.

- 2.6. **Remedies Not Exclusive** – The rights and remedies contained in these terms and condition are in addition to any other right or remedy provided by law, and the exercise of any of them is not a waiver of any other right or remedy provided by law.
3. **ORDER OF PRECEDENCE**  
In the event of an inconsistency among provisions of this Request for Proposal, the inconsistency shall be resolved by the following order of precedence:
- Performance Work Statement (Statement of Work)  
Specifications/Terms of the Request for Proposal  
General Terms and Conditions for Request for Proposal
4. **CONTRACT TERM**
- 4.1. This Agreement with respect to all items accepted, change orders, and all papers and documents accompanying the same, including these terms and conditions shall constitute the formal Agreement between the Consultant and HCPS.
- 4.2. The term for this Agreement is July 1, 2025 through June 30, 2026 with up to five (5) one-year renewals upon mutual agreement.
5. **WAIVER OF RIGHT**  
The Consultant agrees that it and its parent, its affiliates, and subsidiaries, if any; waive the right to offer on any procurement Agreement, of any tier, resulting from the services to be provided under this agreement.
6. **INITIATION OF WORK**  
The Consultant shall not commence performance of the services until it receives a formal written notice from HCPS in the form of an Agreement, Purchase Order, or Notice to Proceed from the Supervisor of Purchasing or designated Purchasing Agent.
7. **GOVERNING LAW AND DISPUTE RESOLUTION**
- 7.1 Any contract shall be construed in accordance with, and interpreted under, the laws of the State of Maryland. Any lawsuits arising out of such bid shall be filed in the appropriate State Court located in Harford County, Maryland.
- 7.2 Alternative Dispute Resolution (ADR) may be used at HCPS's sole discretion, but HCPS is not obligated to utilize ADR.
8. **FREEDOM OF INFORMATION ACT**
- 8.1. The Consultant(s) should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification of why such materials, upon request, should not be disclosed by HCPS. Blanket requests for the entire proposal to be held confidential will not be considered.
- 8.2. HCPS shall determine, in its sole discretion, which (if any) portions of the Consultant's proposals shall be confidential. It is the responsibility of the Proposer to clearly mark such information (pages) as "Confidential".
9. **COMPLIANCE WITH LAW**
- 9.1. The Consultant hereby represents and warrants that it is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified.
- 9.2. The Consultant hereby represents and warrants it is not in arrears with respect to the payment of any monies due and owing the County or State, of any department or agency thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this agreement.
- 9.3. The Consultant shall comply with all Federal, State and Local law, ordinances and legally enforceable rules and regulations applicable to its activities and obligations under this agreement.
- 9.4. The Consultant must, at its expense, obtain any and all licenses, permits, insurance, and governmental approval required by Local, State, and Federal authorities, if any, necessary to fulfil its obligations under this agreement.
- 9.5. The Consultant must be fully licensed in all trades or special areas that require a license by Local, State, and Federal authorities.
- 9.6. It is the Consultant's responsibility to notify HCPS of lapses in, suspension of or termination of special permits and licenses required under the Agreement.
10. **RESPONSIBILITY FOR CLAIMS AND LIABILITY**
- 10.1. To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold the HCPS and its employees, agents, officials or volunteers harmless from and against any and all claims, losses, damages, expenses, causes of

action and liabilities including without limitations, attorney's fees arising out of or related to the Indemnitor's occupancy or use of the Indemnitee's premises or operations incidental thereto (if applicable), provided that any such claim, loss, damage, expense, cause of action or liability is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from. Consultant expressly indemnifies HCPS for the consequences of any negligent act or omission of the Indemnitor or any of the Indemnitor's employees, agents, officials or volunteers or anyone for whose acts the Indemnitor may be liable, unless such act or omission constitutes gross negligence or willful misconduct.

10.2. In claims against any person or entity indemnified within this indemnification by an employee of the Awarded Consultant, a sub-Contractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Consultant or a sub-Contractor under Workers' Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

**11. INSURANCE**

11.1. Consultant warrants that it has reviewed and accepted the insurance requirements contained in the attached document.

11.2. The Consultant shall take proper safety and health precautions and protect their work, their employees, the public and the property of others from any damage or injury resulting solely from the performance of the work described herein.

11.3. HCPS shall not be liable for any injuries to the employees, agents, or assignees of the Consultant arising out of, or during the agreed upon work relating to this agreement.

11.4. The Consultant has in force, or shall obtain, and will maintain insurance in not less than the amounts specified and in accordance with the requirements contained in the attached insurance requirements.

**12. STAFF**

The Consultant shall utilize the personnel named and/or otherwise identified in its proposal to perform services required. In the event that any of the personnel named are unable to perform because of death, illness, resignation from the Consultant's employ, or similar reasons, the Consultant shall promptly submit to the Agreement Administrator, in writing, the name and qualifications of the proposed replacement. No substitutions shall be made without the proper written approval of the Contract Administrator/Purchasing Agent and the Supervisor of Purchasing.

**13. DRUG, TOBACCO, AND ALCOHOL**

All HCPS properties are "drug, tobacco, and alcohol-free zones" as designated by Local and State laws. Neither the Consultant or their employees (or sub-Contractors) are permitted to have any tobacco products, vaporizers, e-cigarettes, illegal or prescription drugs, or alcohol products on HCPS property. Use or possession of such items on HCPS property will result in immediate termination of the Agreement.

**14. NONDISCRIMINATION**

14.1. The Consultant shall comply with all Federal and State anti-discrimination laws in the performance of this Agreement.

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

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

14.4. The Consultant shall furnish, if requested by HCPS, a compliance report concerning their employment practices and policies in order for HCPS to ascertain compliance with the special provisions of this Agreement concerning discrimination in employment.

14.5. In the event the Consultant is deemed noncompliant with the nondiscrimination clause of this Agreement, this Agreement may be canceled, terminated, or suspended in whole or in part.

**15. NON-HIRING OF EMPLOYEES BY AWARDED CONSULTANT OR HCPS**

15.1. No employee of the HCPS or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this Agreement, shall, while so employed, become or be an employee of the party or parties hereby Agreement with the HCPS or any unit thereof.

15.2. No employee of the Consultant or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contact, shall, while so employed, become or be an employee of the party or parties hereby Agreeing with the Consultant or any unit thereof.

**16. FINANCIAL DISCLOSURE**

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

**17. POLITICAL CONTRIBUTION DISCLOSURE**

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

**18. RETENTION OF RECORDS**

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

**19. LANGUAGE/GENDER**

19.1. Proposer, Consultant, vendor, consultant, firm and Agreement all have the same meaning and may be used interchangeably.

19.2. The Board of Education of Harford County is also referred to as HCPS, Harford County Public Schools, and Board of Education which may be used interchangeably.

19.3. Proposal and offer all have the same meaning and can be used interchangeably.

**20. DISSEMINATION OF INFORMATION**

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

**21. CONSULTANT'S OBLIGATION**

21.1. The Consultant shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission but shall fully complete every part as the true intent and meaning of the specifications, as decided by HCPS, and as described herein.

21.2. The Consultant shall perform the services with that standard of care, skill, and diligence normally provided by a consultant in the performance of services similar to the services hereunder.

21.3. Notwithstanding any review, approval, acceptance, or payment for the services by HCPS, the Consultant shall be responsible for professional and technical accuracy of its work furnished by the Consultant under this agreement.

21.4. HCPS review, approval, or acceptance of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to HCPS in accordance with applicable law for all damages to HCPS caused by the Consultant's negligent performance of any or the services furnished under this Agreement.

21.5. The rights and remedies of HCPS provided for under this Agreement are in addition to any rights and remedies provided by law.

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

21.7. Any deviations to the specifications or statement of work must be clearly noted in detail by the Consultant, in writing, at the time of submittal of the formal proposal.



21.8. The Consultant shall and will, in good professional manner, do and perform all services, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this Agreement, within the time herein specified, in accordance with the provisions of this Agreement and said specifications and in accordance with the specifications covered by this Agreement and any and all supplemental specifications, and in accordance with the directions of the Board of Education as given from time to time during the progress of the work. The Consultant shall observe, comply with and be subject to all terms, conditions, requirements and limitations of the Agreement and Specifications and shall do, carry on and complete the entire work to the complete satisfaction of the Board of Education.

21.9. Consultant may be required pursuant to the Business Regulation Article of the Maryland Code, to provide proof of Certificate of Registry.

## **22. CHANGES, ALTERATIONS, OR MODIFICATIONS**

22.1. HCPS shall have the right, at its discretion, to change, alter, or modify the services provided for in this agreement and such changes, alterations, or modifications may be made even though it will result in an increase or decrease in the services of the Consultant or in the Agreement cost thereof.

22.2. If such changes cause an increase or decrease in the Consultant's cost of, or time required for, performance of any service under this Agreement, whether or not changed by an order, an equitable adjustment shall be made and the Agreement shall be modified in writing accordingly. Any claim of the Consultant for adjustment under this clause must be asserted in writing with thirty (30) days from the date of receipt by the Consultant of the notification of change unless the Contract Administrator or his duly authorized representative grants a further period of time before the date of final payment under the Agreement. Written modifications must adhere to the requirements set forth in paragraph 1.1 of this Agreement.

22.3. No services for which an additional cost or fee will be charged by the Consultant without prior written authorization of a change order. Any changes to the scope of the Services must be made in writing and signed by both parties ("Change Order") or if the Change Order is made via email to the other party's designated contact person, the receiving party will have five business days to reject the Change Order. Each accepted Change Order will be incorporated herein by reference and subject to the terms and conditions of this Agreement.

## **23. SUB-CONTRACTOR OR ASSIGNMENT**

The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and their respective successors and assigns, provided any such General Provisions for Professional Services successor to the Consultant, whether such successor or assign be an individual, a partnership, or a corporation, is acceptable to HCPS, and neither this Agreement or the services to be performed thereunder shall be a sub-Contractor, or assigned, or otherwise disposed of, either in whole or in part, except with the prior written consent of HCPS.

## **24. DELAYS AND EXTENSIONS**

The Consultant shall pursue the work continuously and diligently and no charges or claims for damages shall be made by the Consultant for any delays, acceleration, or hindrance, from any cause whatsoever, during the progress of any portion of the services specified in this agreement. Such delays, acceleration, or hindrances, if any, may be compensated for by an extension of time for such a reasonable period as HCPS may decide. Time extensions will be granted only for excusable delays such as delays beyond the control of and without the fault or negligence of the Consultant.

## **25. ILLEGAL IMMIGRANT LABOR**

The use of illegal immigrant labor to fulfill Agreements solicited by HCPS is in violation of the law and is strictly prohibited. Consultants and sub-Contractors 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.

## **26. CRIMINAL BACKGROUND CHECKS**

Amendments to Section §5-561 of the Family Law Article of the Maryland Code effective July 1, 2015, require each Consultant and Sub-Contractor with a local school system to ensure that any individuals in their work force undergo a criminal background check and fingerprinting if such individual will work in, on or about school premises and the individual will have direct, unsupervised and uncontrolled access to children.

The term "**work force**" means any of the Consultant's employees or the Consultant's Sub-Contractors and their employees.

Consultant shall cause any member of Consultant's work force to undergo a criminal history background check, including fingerprinting, if such work force member may or will work in, on or about school premises and may, or will have direct, unsupervised, and uncontrolled access to children. Such background check and fingerprinting shall meet the requirements of Section §5-560 to §5-569 of the Family Law Article of the Maryland Code.

The cost of such criminal background check and fingerprinting shall be paid by consultant.

HCPS shall have the right, in its sole discretion, to prohibit any individual from performing any work at, or in or about school premises based on such individual's criminal background check.

- 26.1. IN ADDITION to the above requirements, Consultants shall comply with the requirements of House Bill 486 passed by the General Assembly in 2019, regarding screening of applicants for employment.
- 26.1.1. Effective July 1, 2019
- 26.1.2. MSDE Guidance for House Bill 486 – Child Sexual and Sexual Misconduct Prevention) can be found online at [www.marylandpublicschools.org](http://www.marylandpublicschools.org).
- 26.1.3. Submission of Section 000325 Contract Affidavit (HB 486/SB 541Compliance) is required to be submitted prior to award of contract.
27. **EMPLOYMENT OF CHILD SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS**
- 27.1 If a child sex offender, as determined by the definitions contained in the Criminal Law Article of the Annotated Code of Maryland, is employed by the Consultant, the Consultant is prohibited from assigning that employee to perform management, delivery, installation, repair, construction, or any other type of services on any HCPS property, including the project property. Violation of this provision may result in Termination for Cause.
- 27.2 Consultant acknowledges and agrees that, pursuant to Section §6-113 of the Education Article of Maryland Code, Consultant is prohibited from knowingly assigning or permitting its Sub-Contractor from knowingly assigning any of the Consultant's or Sub-Contractor's employees to work in, on or about school premises if such employee may or would have direct, unsupervised and uncontrolled access to children if the employee has been convicted of, pled guilty or nolo contendere, to any of the following crimes.
- 27.3 A sexual offense in the third or fourth degree under §3-307 or §3-308 of the Criminal Law Article of the Maryland Code or an offense under the laws of another state that would constitute an offense under §3-307 or §3-308 of the Criminal Law Article if committed in Maryland;
- 27.4 Child sexual abuse under §3-602 of the Criminal Law Article, or an offense under the laws of another state that would constitute child sexual abuse under §3-602 of the Criminal Law Article if committed in Maryland; or
- 27.5 A crime of violence as defined in §14-101 of the Criminal Law Article, or an offense under the laws of another state that would be violation of §14-101 of the Criminal Law Article if committed in Maryland, including: (1) abduction; (2) arson in the first degree; (3) kidnapping; (4) manslaughter, except involuntary manslaughter; (5) mayhem; (6) maiming; (7) murder; (8) rape; (9) robbery; (10) carjacking; (11) armed carjacking; (12) sexual offense in the first degree; (13) sexual offense in the second degree; (14) use of a handgun in the commission of a felony or other crime of violence; (15) child abuse in the first degree; (16) sexual abuse of a minor; (17) an attempt to commit any of the crimes described in items (1) through (16) of this list; (18) continuing course of conduct with a child under §3-315 of the Criminal Law Article; (19) assault in the first degree; (20) assault with intent to murder; (21) assault with intent to rape; (22) assault with intent to rob; (23) assault with intent to commit a sexual offense in the first degree; and (24) assault with intent to commit a sexual offense in the second degree.
- 27.6 Direct unsupervised and uncontrolled access with students is prohibited. If you, as the Consultant/Site Supervisor, witness or suspect your employee(s) entering into a student area, action must be taken immediately to rectify the situation.
- 27.7 The apparent low bidder shall complete and submit the Employment of Sex Offenders and Other Criminal Offenders Affidavit, which is specified in the bid documents within ten (10) working days of receiving notification of potential award.
- 27.8 Section §11-722 of the Criminal Procedure Article of the Maryland Code prohibits any person with a contract with a local Maryland school system from knowingly employing an individual to work at the school if the individual is registered as a sex offender pursuant to Section §11-704 of the Criminal Procedure Article. Violation of this paragraph may result in termination of the agreement at HCPS's discretion.
28. **LABOR AND RATES OF PAY**
- 28.1. The Consultant agrees that it shall abide by all applicable provisions of Federal and State law and regulation pertaining to workplace conditions, child labor and that all employees will be treated with dignity and respect.
- 28.2. The Consultant agrees to comply with all applicable Federal and State law and regulation relating to payment of wages.
29. **PROCUREMENT-INVESTMENT ACTIVITIES IN IRAN**  
The Consultant agrees that it shall abide by and comply with Section 17-701 et seq. of the State Finance and Procurement Article of the Maryland Code, regarding business in Iran.
30. **IT ACCESSIBILITY PROGRAM**
- 30.1 Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended in 1998, is a federal law that requires agencies to provide individuals with disabilities equal access to electronic information and data comparable to those who do not have disabilities, unless an undue burden would be imposed on the agency. The Section 508 standards are the technical

requirements and criteria that are used to measure conformance within this law. More information on Section 508 and the technical standards can be found at [www.section508.gov](http://www.section508.gov).

30.2 Section 508 requires agencies, during the procurement, development, maintenance, or use of ICT, to ensure that individuals with disabilities have access to and use of ICT information and data comparable to the access and use afforded to individuals without disabilities (i.e., "ICT accessibility"), unless an undue burden would be imposed on the agency. The Section 508 standards are the technical requirements and criteria that are used to measure conformance with the law and incorporate the W3C Web Content Accessibility Guidelines (WCAG) 2.1.

### 31. **TECHNOLOGY-BASED INSTRUCTIONAL PRODUCTS**

31.1 HCPS is committed to ensuring that digital technology (hardware, instructional software, online resources, and computer-based equipment) is accessible to individuals with disabilities. The Consultant guarantees that all digital tools supplied under this contract meet the accessibility requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1 Level AA and conform to the most recent Section 508 standards for information technology accessibility under the federal Rehabilitation Act of 1973. "Digital tool" is defined pursuant to Md. Code Ann., Educ., § 7-910.

31.2 All online platforms must conform to the guidelines for accessibility as set forth in the WCAG version 2.1 (minimum Level AA conformance). HCPS will only consider vendors whose products conform to these standards. Conformance to the specified standards can be documented through the submission of an up-to-date, complete, and accurate Accessibility Conformance Report (ACR). The ACR must address the leading ICT accessibility standards: Section 508 (U.S.), EN 301 549 (EU), and W3C/WAI WCAG. The ACR must include the latest version of the Voluntary Product Accessibility Template (VPAT®), which can be obtained from the Information Technology Industry Council (ITI) website (<https://www.itic.org/>).

31.3 For digital tools, Consultant is required to submit an accessibility conformance report that includes a Voluntary Product Accessibility Template for any invitation for bids, requests for proposals, procurement contracts, grants, or modifications to contracts or grants. The accessibility conformance report must explain how information and communication technology products, including software, electronic content, and support documentation, conform to the most recent ICT accessibility standards: Section 508 (U.S.), EN 301 549 (EU), and W3C/WAI WCAG. The instructions and the required forms can be found at the General Services Administration (GSA) Section 508 website at <https://www.section508.gov/sell/how-to-create-acr-with-vpat/>.

#### 31.4 **Consultant Notice of Equivalent Access Standards**

In accordance with Md. Code Ann., Educ., § 7-910, "equivalent access" includes the ability to receive, use, and manipulate information and operate controls necessary to access and use information technology, including by nonvisual means, so that a student with disabilities can access the same services as a student without disabilities with substantially equivalent ease of use.

"Equivalent access" includes:

1. Keyboard controls used for input and synthesized speech;
2. Braille; and
3. Other audible or tactile means used for output.

"Nonvisual access" means the ability to receive, use, and manipulate information and operate controls necessary to access information and communications technology through keyboard controls, synthesized speech, braille, or other methods not requiring sight.

#### 31.5 **Accessibility Indemnification and Guarantees**

31.5.1 The Consultant agrees to indemnify and hold harmless HCPS from any costs, expenses, liabilities, or obligations arising from accessibility-related issues involving the digital tools provided under this contract. This indemnification includes the defense of any legal action or proceedings alleging non-compliance with federal or State of Maryland accessibility laws and regulations and payment of any resulting liabilities. This clause will survive the termination of the contract.

31.5.2 Consultant acknowledges that its failure to meet the equivalent access standards established under Subsection (a)(2) of Section 508 of the federal Rehabilitation Act of 1973 or WCAG 2.1 Level AA may face civil penalties set forth in Md. Code Ann., Educ., § 7-910.

31.5.3 For all technology based instructional products, online platforms, and digital tools, Consultant must maintain and improve their digital accessibility in compliance with evolving standards and best practices. Consultant will provide a listing of timelines for expected improvements to the programs. Consultant will establish a mechanism for users to report accessibility issues and ensure prompt resolution of reported problems.

**31.6 Third-Party Technology**

The Vendor acknowledges that supplying third-party technology does not exempt the Consultant from ensuring product compliance with this clause. The Consultant bears sole responsibility for determining the accessibility of such technology and must ensure that it can be edited or remediated as necessary to comply with accessibility standards.

**32. FORCE MAJEURE**

32.1 A party shall not be liable for any failure of or delay in the performance of this agreement for the period that such failure or delay is beyond the reasonable control of a party, materially affects the performance of any of its obligations under this agreement, and could not reasonably have been foreseen or provided against, but will not be excused for failure or delay resulting from only general economic conditions or other general market effects. Such causes may include, but are not limited to, acts of God, nature or the public enemy, terrorism, invasion, insurrection, order of court, judge, or civil authority, strike, stoppage of labor, riot, and unusually severe weather, significant fires, floods, earthquakes, storms, epidemics, pandemics, quarantine restrictions, strikes, freight embargos, government regulation, or governmental authorities, and delays which are not caused by any act or omission.

32.2 If either party is delayed by force majeure, the time of contract completion may be extended by contract modification, for a period of time equal to that delay caused under this condition. HCPS may also consider requests for price increase for raw materials that are directly attributable to the cause of delay. HCPS reserves the right to cancel the contract and/or purchase materials, equipment, or services from the best available source during the time of force majeure, and Consultant shall have no recourse against HCPS. Further, except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure as defined herein.

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

**ATTEST:**

\_\_\_\_\_  
Name:  
Title:  
Date:

**HARFORD COUNTY PUBLIC SCHOOLS:**

\_\_\_\_\_  
Name: Sean W. Bulson, Ed.D., Superintendent  
Title:  
Date:

**CONSULTANT ATTEST:**

\_\_\_\_\_  
Name:  
Title:  
Date:

**INSERT NAME OF CONSULTANT HERE**

**By:** \_\_\_\_\_  
Name:  
Title:  
Phone:  
Email:  
Date:

# ATTACHMENT I

## COST PROPOSAL

- 1) (To be submitted as the Cost Proposal – under separate sealed cover)

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

### TO THE BOARD OF EDUCATION OF HARFORD COUNTY:

The undersigned proposes to provide to Harford County Public Schools in accordance with the General Provisions, Scope of Work, and other documents of this Request for Proposal.

- The number of students is an estimate for cost evaluation purposes only and is not a guarantee of the number of students to be served. The number of students will vary each year depending upon eligibility. The number of students listed below is an estimate that is based upon the previous years' eligibility.
- **Firms shall submit a detailed line item budget for instructional costs.** The price per student shall be a fully-loaded price that includes all costs/expenses associated with instructional costs. For the purposes of this contract, instructional costs are defined as: teacher salaries, including fringe benefits; instructional materials, including items such as books, workbooks, supplies, equipment, and professional development for the private school classroom teacher.
- **Firms shall submit a detailed line item budget for administrative costs.** For the purposes of this contract, administrative costs are defined as costs the Firm incurs to administer the program, including, but not limited to, salaries and fringe benefits of the Project Director, assistants, costs related to professional development activities for Title I funded staff, special capital expenses, support staff, rent and utilities, office equipment and supplies, postage and mailings, telephone, profit, and travel. The Title I teacher is expected to retrieve the students from their classroom and escort them to the instructional area. This activity would also be included in the administrative costs.
- **Firms shall submit a detailed line item budget for parent and family engagement costs.**

Enter the total cost (multiply the hourly cost per student by the number of students by the number of sessions). The number of students will vary each year depending upon eligibility. The number of students listed below is an estimate based upon the previous years' eligibility.

**(A) Instructional Costs (Reading and Mathematics Services)**

<b>Contract Term</b>	<b>Hourly Cost Per Student</b>	<b>Number of Students (Estimate)</b>	<b>Number of Hourly Sessions (Estimate)</b>	<b>Total Cost (Per Year)</b>
July 1, 2026 – June 30, 2027	\$ _____	13	—	\$ _____
July 1, 2027 – June 30, 2028	\$ _____	13	—	\$ _____
July 1, 2028 – June 30, 2029	\$ _____	13	—	\$ _____
July 1, 2029 – June 30, 2030	\$ _____	13	—	\$ _____
July 1, 2030 – June 30, 2031	\$ _____	13	—	\$ _____

**Instructional Costs - Total (all years):** \$ \_\_\_\_\_

**(B) Administrative Costs** (cannot exceed more than 20% of each year’s line (A)). \_\_\_\_\_

<b>Contract Term</b>	<b>Total Cost</b>	<b>Percent of Line (A) Total Cost</b>
July 1, 2026 – June 30, 2027	\$ _____	_____
July 1, 2027 – June 30, 2028	\$ _____	_____
July 1, 2028 – June 30, 2029	\$ _____	_____
July 1, 2029 – June 30, 2030	\$ _____	_____
July 1, 2030 – June 30, 2031	\$ _____	_____

**Administrative Costs - Total (all years):** \$ \_\_\_\_\_

**(C) Parent and Family Engagement Costs**

<b>Contract Term</b>	<b>Hourly Cost</b>	<b>Number of Hours (Estimate)</b>	<b>Total Cost</b>
July 1, 2026 – June 30, 2027	\$ _____	—	\$ _____
July 1, 2027 – June 30, 2028	\$ _____	—	\$ _____
July 1, 2028 – June 30, 2029	\$ _____	—	\$ _____
July 1, 2029 – June 30, 2030	\$ _____	—	\$ _____
July 1, 2030 – June 30, 2031	\$ _____	—	\$ _____

**Parent Involvement Costs - Total (all years): \$ \_\_\_\_\_**

**Overall Total (add section totals A, B, C): \$ \_\_\_\_\_**  
*Basis of Cost Ranking*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title





**ATTACHMENT K:**  
**QUESTIONNAIRE**  
**(To be submitted with the Technical Proposal)**

- 1) How do you determine Administrative Costs?
- 2) Have you ever provided Title I Private School services in a private school setting in the United States?
- 3) If so whom:
- 4) Have you ever provided Title I Private School services in a private school setting in Maryland?
- 5) If so whom:
- 6) Have you ever provided online services to students with regards to Title I Private School services?

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# **ATTACHMENT L:**

## **AFFIRMATION OF CONSULTATION SAMPLE**

I am the administrator of \_\_\_\_\_, a private school with students living in an eligible Title I attendance area of Harford County Public Schools (HCPS). The following topics, requiring collaborative decisions about Title I services for 2024-2025 school year, were discussed on 05/22/2024.

### **TOPICS DISCUSSED**

#### **1. How the children's needs will be identified.**

- Title I referral form
- 3<sup>rd</sup> Party Provider test scores grade 3-5
- Teacher judgment/observation and evaluation
- Report cards
- Multiple selection process

#### **2. What services will be offered.**

- Reading or Math services will be provided.
- Small group (8 to 1 ratio) through Catapult Learning in a during school or after school K-5 tutoring program.
- Services will be offered at the school site either afterschool or during school based upon the current year's school schedule. A calendar will be created, if during school pull-out groups are utilized.
- The pull-out groups will not occur during direct instructional time. HCPS will monitor these pull-out groups to ensure students do not miss direct instructional time.
- After school services will be provided to eligible students for 120 minutes per week in the content areas of need.

#### **3. How, where, and by whom HCPS will provide services, including whether a third party will provide them.**

Catapult Learning, a third-party provider will employ teachers. The after school or during school tutoring service will be provided at the private school, two days a week for an hour, days will vary, 120 minutes per week per subject. Once created, a calendar for delivery of service for the upcoming school year will be provided.

#### **4. How HCPS will academically assess the services and how HCPS will use the results of that assessment to improve Title I services.**

- The Title I Assistant Supervisor along with the private school administration and Catapult Learning will meet quarterly during the school year. Lesson tracking sheets will be reviewed to assess program. Classroom teacher feedback/evaluation will determine adjustments to individual student plans.
- An annual evaluation will be completed by the HCPS Title I Office. The report will include teacher/parent survey, assessments, conducted by Catapult, as well as other school assessment/reports for the private school.

**5. The size and scope of the equitable services to be provided to eligible private school students.**

The number of groups served will be determined by Title I funding. The proportion of funds allocated to the private school will be determined and available by Mid-August of the current year. These funds will support teacher salaries for during school or after school services. The number of students generating funds for the upcoming school year school year are: \_\_\_\_\_

**6. The proportionate share of funding allocated for services and how the funding allocated is determined.**

Under Section 1117(a) private school funding must come off the top of the allocation before any district set asides are allowed. The LEA must determine the proportionate amount of Title I funds received by an LEA prior to any other allowable expenditures for funds.

$$\frac{\text{Total \# of Private School eligible Title I Students}}{\text{Total \# of Public \& Private School eligible Title I Students}} = \text{Private School Ratio}$$

$$\text{Harford's Total Title I Allocation} \times \text{Private School Ratio} = \text{Total Amount Set Aside for Private Schools}$$

**7. The method or sources of data that will be used to determine the number of students from low-income families in participating public school attendance areas who attend private school, including whether the LEA will extrapolate data if it uses a survey.**

The private school surveys their parents to determine the number of private school children from low-income families and living in HCPS Title I School attendance areas.

**8. How and when the LEA will make decisions about the delivery of services to eligible students, including a thorough consideration and analysis of the views of the private school officials on the provision of services through a contract with potential third-party providers.**

- At quarterly meetings with private school administration and Catapult Learning, the Title I Assistant Supervisor will review and analyze recent student data for instructional implications.
- Coordination by conferencing with the classroom teacher will support the comprehensive education program for the participating students.
- Delivery of services from Catapult will meet student needs.
- HCPS will listen to and provide consideration of the views of private school officials on the provision of services through a contract with third-party providers.

**9. How, if the school LEA disagrees with the views of the private school officials on the provision of services through a contract, the school LEA will provide in writing to the private school officials an analysis of the reasons why the LEA has chosen not to use a contractor;**

The HCPS Title I, Part A – Complaint procedures were adopted on July 1, 2011 and most recently amended on June 20, 2016. These complaint procedures ensure the prompt resolution of complaints of violations of Title I, Part A. The Complaint Process for participation of Private School children is the same process as the HCPS Title I, Part A – Complaint procedures. The Private School will receive of copy of the HCPS Title I, Part A – Complaint procedures.

**10. Whether the LEA will provide services directly or through a separate government agency, consortium, or entity, or through a third-party contractor;**

HCPS will not provide services directly. Instead, HCPS has entered into a contract to utilize Catapult Learning, a third party provider to provide services to eligible private school students.

**11. Whether to provide equitable services to eligible private school students:**

- **On a School-by-School Basis: Provide equitable services to eligible students in each private school with the Title I funds generated by the students from low-income families who reside in participating Title I public school attendance areas and attend that private school; or**
- **Pooling within the LEA: Pooling the Title I funds generated by students from low-income families who reside in participating Title I public school attendance areas and attend a private school that is a part of a group of private schools that have determined that they would like to pool Title I funds. If private school officials representing different groups of private schools request to pool, the LEA may establish a separate pool for each requesting group.**

Based upon consultation with the private school, the private school will decide whether they want to provide equitable services on a school-by-school basis or to pool. When funds are pooled, only the most at-risk children receive services first, regardless of the amount of funds that was generated based on the number of children from low-income families attending that private school. When funds are not pooled, the most at-risk children at each specific private school will be serviced.

**12. When, including the approximate time of day, services will be provided.**

Based upon consultation with the private school, Catapult Learning, a third-party provider will provide after school or during school tutoring service at the private school. These services will occur two days a week for an hour, days and times will vary, 120 minutes per week per subject. Once created, a calendar for delivery of service for the upcoming school year school year will be provided.

**13. Whether to provide services to eligible private school students by consolidating and using funds in coordination with eligible funds available for services to private school students under programs covered by Section 8501(b)(1).**

Based upon consultation with the private school, HCPS will assist the private school if they want to consolidate and use Title I funds to provide equitable services to eligible private school children participating under Title I in coordination with funds for equitable services from programs covered under ESEA section 8501(b).

For example, through coordination, a private school might use Title I funds to provide instructional services to Title I-eligible participating private school students; use Title II funds to provide professional development to those students' teachers (as opposed to all teachers in a given school); use Title III funds to improve the English proficiency of English learners among the participating students; and use Title IV funds to provide necessary counseling services to the most-at-risk eligible students. Funds under each program would be used for allowable activities under each program; yet, through a coordinated effort, they could better serve in a comprehensive manner the needs of the most at-risk private school students.

**14. Transferring funds from Title II, Part A or Title IV, Part into Title I, Part A;**

Based upon consultation with the private school and using the example in 13, HCPS will assist the private if they want to transfer funds from Title II or Title IV into Title I. Transferring of Funds is different than coordination of funds, in that Title II and / or Title IV give up control of the their respective funds and Title I gains control of the funds.

**15. The amount of administrative costs of providing Title I equitable services including indirect costs, if applicable.**

Indirect Costs are NOT incurred in the expenditure of any equitable service expense. Administrative costs are defined as costs Catapult Learning incurs to administer the program, including but not limited to salaries and fringe benefits of the Project Director, assistants, as needed, support staff, rent, and utilities, office equipment and supplies, postage and mailings, telephone, and travel. Based upon contractual obligation, the administrative costs of providing Title I equitable services is 20% of instructional costs.

**16. Services and activities for teachers of participating private school students.**

Based upon consultation with the private school and discussion of past years, it has been stated that student instruction is the most important aspect of the Title I program. Last year both private schools agreed to \$20.00 / generated student was to be allocated to services and activities for teachers of participating private school students. With so few students generating funds for the upcoming school year, the best bet is to purchase additional of Title I specific professional development books to be added to the current Title I lending library

**For the FY'25 School year, this year, \_\_\_\_\_ would like to NOT offer PD through Title I and place all fund in student instruction.**

**17. Family engagement activities**

Based upon consultation with the private school and discussion of past years, it has been stated that student instruction is the most important aspect of the Title I program. Last year both private schools agreed to allocate the same amount of funds to family engagement activities as that as the public school, approximately 1.1%. With so few students generating funds for the upcoming school year, the best bet is to purchase additional of Title I specific professional development books to be added to the current Title I lending library

**18. If applicable, total carryover funds available for the provision of equitable and determining how carryover funds will be used;**

Since the end of the school year, has not occurred yet, carryover funding is unknown. During the 1<sup>st</sup> quarter meetings, carryover will be discussed and offered to the private schools first. If private schools accept the carryover funding, they may use it towards; additional instruction, additional Professional Development activities, or additional Family engagement activities.

**19. Timelines and due dates for all time sensitive information have been shared including signed affirmation and intent to participate forms as well as program applications, as appropriate.**

The intent to participate form has already been signed and the affirmation of consultation documents will be signed before the end of this meeting. At this time there are no other items due.

**COOPERATION BY SCHOOL**

By choosing to participate in Title I, Part A of the Every Student Succeeds (ESSA) Act, the private school agrees to provide all information necessary to comply with program requirements including, but not limited to, the names and addresses of the eligible students enrolled in the school who reside within the HCPS, Cecil County Public Schools (CCPS), and Baltimore County Public Schools (BCPS) boundaries. I agree to schedule and hold the equitable services, which the LEA provides to teachers and families of participating private school children. I agree to develop such plans and give such other reports as mandated by the program in which we will participate. I also agree to furnish, upon request; copies of announcements, sign-in sheets, agendas and notes, pertaining to school hosted events with Title I Families.

**SIGNATURE OF AUTHORIZED OFFICIAL**

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Signature of Authorized Private School Official

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Name of Private School Official

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Date

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Name of School

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Telephone Number

**ATTACHMENT M:**  
Complaint Procedures

The Harford County Public Schools Title I, Part A – Complaint Procedures were adopted on July 1, 2011 and most recently amended on June 20, 2016. These complaint procedures ensure the prompt resolution of complaints of violations of Title I, Part A, NCLB Section 9304. The Complaint Process for participation of Private School children is the same process as the Harford County Public Schools Title I, Part A – Complaint Procedures. All participating Private Schools will receive a copy of the Harford County Public Schools Title I, Part A – Complaint Procedures during the Affirmation of Consultation.