



102 S. Hickory Avenue
Bel Air, Maryland 21014

RFQ# # 26-SR-004

**REQUEST FOR QUALIFICATIONS
FOR
STUDENT PHOTOGRAPHY AND YEARBOOK SERVICES**

Issue Date: November 6, 2025
Questions Due: November 25, 2025
Due Date and Time: December 18, 2025, 2:30 PM
Pre-Proposal: November 20, 2025, 11:00 AM

Submit Proposals to: bids@hcps.org

Pre-Proposal Access Via Microsoft Teams Meeting: (if applicable)

Microsoft Teams meeting

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STUDENT PHOTOGRAPHY AND YEARBOOK SERVICES

RFQu # 26-SR-004

1. **PURPOSE**

1.1 The Board of Education of Harford County Public Schools (HCPS) is issuing this Request for Qualifications (RFQu) for the purpose of soliciting qualified responsive and responsible suppliers to submit proposals for providing student photography and/or yearbook services.

1.2 It is HCPS' intent to pre-qualify companies that can provide student photography and yearbook services to make available for schools. Schools will have the choice from the list of pre-qualified providers they wish to partner with. There is no guarantee of the amount of work or any minimum dollar amount to any qualified offeror.

1.2 HCPS consists of 54 schools with approximately 38,000 students.

1.2.1 10 High Schools

Aberdeen	Harford Technical
Bel Air	Havre de Grace
C. Milton Wright	Joppatowne
Edgewood	North Harford
Fallston	Patterson Mill

1.2.2 9 Middle Schools

Aberdeen	Magnolia
Bel Air	North Harford
Edgewood	Patterson Mill
Fallston	Southampton
Havre de Grace	

1.2.3 33 Elementary Schools

Abingdon	Homestead/Wakefield
Bakerfield	Jarrettsville
Bel Air	Joppatowne
Church Creek	Magnolia
Churchville	Meadowvale
Darlington	Norrisville
Deerfield	North Bend
Dublin	North Harford
Edgewood	Old Post Road
Emmorton	Prospect Mill
Forest Hill	Red Pump
Forest Lakes	Ring Factory
Fountain Green	Riverside
George D. Lisby	Roye-Williams
Hall's Cross Roads	William S. James
Havre de Grace	Youth's Benefit
Hickory	

1.2.3 2 Other School Locations

Harford Academy

Swan Creek School @ CEO (Center
for Educational Opportunity)

- 1.3 It is the intent of this specification to provide the prospective offeror(s) with complete information relative to the total performance of any resultant contract. Offerors are obligated to read and understand all parts of this request for qualifications and to obtain clarification of any part not thoroughly understood.

2. **CONTRACT PERIOD**

- 2.1 The contract term shall be agreed upon by both parties, included in the Professional Services Agreement and fully executed. See attached sample.
- 2.2 The initial term of this contract shall be for one (1) year and shall begin on or about July 1, 2026 through June 30, 2027.
- 2.3 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, 1-year periods.
- 2.4 A proposer submitting a response to this solicitation, automatically accepts the possible renewals as a condition of award and acknowledges that all terms and conditions remain unchanged.

3. **CONTRACT DOCUMENT**

This RFQu and the agreed upon Professional Services Agreement (PSA) shall serve as the Contract. Offerors will be expected to sign the PSA within fifteen (15) business days of receipt. If any offeror wishes to take exception to any provision of the agreement or the RFQu, all such exceptions shall be stated specifically and in writing. Offerors are further advised that under certain circumstances the provisions of a proposal can be subject to negotiation.

4. **SCOPE OF SERVICES**

All proposals must be made based on, and either meet or exceed, the requirements contained herein. All offerors must be able to provide professional personnel experienced in all phases of student photography and/or yearbook services. Offers must clearly describe and fully explain the level of services they provide including but not limited to Elementary Fall and Spring Portraits, Middle School Fall and Spring Portraits, High School Underclass Portraits, High School Senior Portraits, Panoramic Senior Class Pictures, Graduation Pictures, Faculty and Staff Portraits, Dance Portraits, Team, Club, and Group Portraits and Yearbooks. Proposals may be submitted for either student photography services, yearbook services or both. The services to be provided under this Contract shall include but not be limited to below:

4.1 General Services

- 4.1.1 Offeror shall provide a dedicated representative(s) who shall be responsible for meeting with the designated school representative(s) and available to answer all questions regarding product, service, or financial matters. Representatives must be available for in-school consultations whenever deemed necessary by the school representative(s).
- 4.1.2 Offeror shall provide all contact information and hours of operation in their Offer.
- 4.1.3 Offeror must ensure that all representatives of the Offeror perform the services under any resulting contract to be completed in a professional manner. HCPS reserves the right to request the removal of any photographer for any reason.
- 4.1.4 For all services, Offer must make available fliers and/or posters and reminder fliers and/or posters. Fliers and/or posters must contain:

- 4.1.4.1 Representative and Photographer Name(s)
 - 4.1.4.2 Hours of photography session
 - 4.1.4.3 Toll-free number and office hours
 - 4.1.4.4 Web Address
 - 4.1.4.5 Pricing
 - 4.1.5 For all services, Offeror shall provide a one-page agreement referencing the parent agreement with the selections of each school for the school year. A copy shall be submitted to the Procurement Office. This one-page agreement shall not contain any additional terms and conditions and must reference the parent agreement between the Offeror and the School District. A sample form must be included with the proposal.
 - 4.1.6 All school photography and yearbook costs shall be paid directly by students or teachers. No funds shall be disbursed from the school or district.
 - 4.1.7 Offeror shall provide procedures for collection of money for photography and yearbook packages. If money for packages is not collected directly from students, each school reserves the right to require daily pickups of money by the offeror.
 - 4.1.7.2 Offeror is highly encouraged to offer online service capabilities with secure card payment services.
 - 4.1.7.2 Supporting documents detailing transactions must be provided for all online sales.
 - 4.1.8 Commission checks must be issued within thirty (30) days of receipt of final payments from customers along with a full and complete statement to substantiate commission paid.
 - 4.1.8.1. All commission payments must be submitted directly to the Business Services Office.
 - 4.1.8.2 Offeror shall distribute payments by ACH (preferred method) or check.
 - 4.1.8.3 HCPS and all its schools shall not be held liable for any bad debts incurred as a result of the sale of school pictures and any bad debts shall be the responsibility of the Offeror.
 - 4.1.9 All prices shall be F.O.B. Destination and include all charges and fees included in the price of the products and services.
 - 4.1.10 Offeror shall not release, disclose, sell, or otherwise use student names, address, or other personally identifiable information regarding student or the parent/guardians. Information collected may only be used for the purpose intended by the solicitation and its resulting contract. Offeror must adhere to all data privacy requirements in accordance with this solicitation and all relevant laws and regulations. Failure to comply with data privacy requirements may result in the default of the contract by the Offeror and may be subject to contract termination for cause and/or further legal action.
- 4.2 Student Photography
- 4.2.1 Photographic services for all elementary, middle, and high school levels including individual color photographs of all students and staff at the school.
 - 4.2.1.1 In accordance with applicable state laws, Offeror shall make no obligation to students and parents to purchase portraits.

- 4.2.1.2 Offeror shall not send unsolicited packages home and may not charge nor threaten to charge parents/guardians who fail to return packages.
- 4.2.1.3 Offeror must include information stating that they are under no obligation to purchase portraits on all materials sent to students and parents/guardians.
- 4.2.2 All students shall be photographed for yearbook publication at no charge to school, students, or parents. Students and parents shall have no obligation to purchase photographs.
- 4.2.3 Photography quality shall meet all yearbook publication requirements (uniform sizing/cropping, pose, head size, background color and/or attire) and shall be deemed satisfactory to student, parents, and school representative(s).
- 4.2.4 Principal or school representative shall provide approval for all pictures.
 - 4.2.4.1 All pictures not approved shall be destroyed by Offeror.
- 4.2.5 Offeror shall work with school representative(s) to establish dates for all photography service needs allowing minimal interruption to classroom activities.
- 4.2.6 Offeror shall make available the necessary experienced personnel to adequately support the picture-taking process, collection of monies, and distribution of photographs.
 - 4.2.6.1 Offeror shall make available a sufficient number of cameras and personnel to allow completion of photography within a designated but reasonable amount of time as set by the responsible school representative(s).
 - 4.2.6.1.1 Photographer(s) shall adhere to the standard of one (1) camera per two hundred fifty (250) students.
- 4.2.7 All photographs shall be taken with state-of the art, professional photography equipment that meets or exceeds current industry standards.
- 4.2.8 Offeror shall provide refunds or retake pictures, if necessary, at the option of the student, parent, or school representative. Offeror must make available the option for one (1) retake at no charge. Additional retakes may be subject to a charge. All refunds shall be provided within thirty (30) days.
- 4.2.9 All pictures shall be free of defects and printed on quality photographic paper.
 - 4.2.9 Any photographs containing defects must be reprinted and replaced within five (5) business days.
- 4.2.10 All refunds shall be provided within thirty (30) days.
 - 4.2.10.1 Offeror shall provide prepaid labels for the return of photography packages if needed.
- 4.2.11 Offeror shall coordinate with school representative(s) as necessary to cover group, club, and team photographs as requested. Offerors shall include pricing information for these services in their Offer.
- 4.2.12 Offeror shall make available a flash drive (or other electronic media) of student photography for use by the school administration within fifteen (15) calendar days.
- 4.2.13 Offeror shall provide each school with a report for each photography session including:

4.2.13.1 Students photographed.

4.2.13.2 Students not photographed.

4.2.13.3 List of orders placed by students.

4.2.14 Offeror shall provide an annual usage report of services provided and commissions paid during each school year (August – June) identified by school location which shall be submitted to the Business Services Office no later than July 30th each year.

4.2.15 Photography packages

4.2.15.1 Offeror shall deliver individual photo packages clearly labeled with student names. The school representative and offeror representative shall mutually determine the sorting arrangement of photo packages to aid with ease of distribution.

4.2.15.2 Offeror shall work with school representative(s) to establish dates for all yearbook related dates and deadlines to facilitate yearbook creation process.

4.2.15.3 Offeror shall provide identification cards at no additional cost.

4.3 Yearbooks

4.3.1 Offeror shall produce school yearbooks for elementary, middle, or high school levels. Offers shall include all options available including but not limited to trim sizes, paper stocks, bindings, cover, end sheets, type styles and sizes, photography, proofs, graphics design assistance, use of color, etc. Pricing must be provided for all available options included with Offerors response.

4.3.2 Offeror shall make available the necessary experienced personnel to adequately support the yearbook creation process, collection of monies, and distribution of yearbooks.

5. **DATA PRIVACY**

5.1 Offeror acknowledges that the services to be provided pursuant to this agreement involve a Harford County Public Schools function for which HCPS would otherwise use employees. Offeror agrees to maintain the confidentiality and privacy of student records in accordance with applicable state and federal privacy laws ("FERPA" at 20 USC 1232g and 34 CFR part 99; Md. Code Ann., State Government §10-616{k); Md. Reds. Code § 13A.08.02.0S) and further acknowledges that as an independent contractor providing a service for HCPS, Offeror accepts responsibility to preserve the confidentiality and privacy of all student records to the full extent required by the Board under FERPA. Offeror agrees that it will use any photos/images of students solely for the purposes set forth in the agreement and for no other purposes. For the avoidance of doubt, Offeror is authorized to sell student photos to parents and those with whom parents share their Supplier credentials. This does not apply to and "student information" does not include (a) information collected by Supplier from customers who opt to purchase products directly from Offeror and/or establish a Offeror family account; or (b) Supplier photographs sold to such customers. In all cases, Offeror is and remains the copyright owner of its photographic images.

5.2 Offeror is aware that it is receiving student information in compliance with the requirements and exceptions outlined in FERPA. Offeror acknowledges that it must comply with said law and regulation and safeguard student information. Offeror may not re-disclose the information to a third party without prior written consent from the parent or eligible student.

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- 5.3 Offeror fully understands that an intentional disclosure by it of student educational records or personally identifiable information to any unauthorized person could subject it to criminal and civil penalties under law.
- 5.4 Offeror will employ security measures in the transmission and storage of student information that are, at a minimum, within industry standards and that pose extremely little risk of breach of confidentiality of data.
- 5.5 Offeror will indemnify and hold HCPS harmless against any violation by Offeror of FERPA or other applicable privacy laws with respect to Offeror's transmissions, storage, use and disclosure.
- 5.6 All student information will be released to Offeror only by Harford County Public Schools Office of Technology and Information Systems or as otherwise agreed by the parties. Offeror will not request student information directly from any school within the district.
- 5.7 HCPS will provide Offeror with the following information.
 - 5.7.1 Student Name
 - 5.7.2 Home Address
 - 5.7.3 School Name
 - 5.7.4 Grade Level
 - 5.7.5 ID Number
 - 5.7.6 Homeroom Number
 - 5.7.7 Homeroom Teacher Name
 - 5.7.8 Other data as determined by HCPS and in its sole discretion
- 5.8 Supplier must destroy any student information received from Harford County Public Schools, when it is no longer needed for the purposes listed in this Amendment.
- 5.9 No other solicitation of data (i.e. from schools) beyond the Office of Technology is permitted.
- 5.10 Offerors will be required to sign the Student Data Privacy Security Addendum included in Attachments.

6. **PROPOSED TIMELINE**

Date	Description
November 6, 2025	RFQu Project Posted to HCPS Website and eMaryland Marketplace
November 20, 2025	Pre-Proposal Meeting
November 25, 2025	Question Deadline - due before 2:30 PM (EST)
December 9, 2025	Addenda released (if necessary) Addenda addressing questions received prior to the question deadline will be posted on HCPS website and eMaryland Marketplace.
December 18, 2025	Submittals Due before 12:00 PM (EST)
	E-Mail to: bids@hcps.org Subject: 26-SR-004 Student Photography and Yearbook Service

January 12 – January 29, 2026	Evaluate Submittals
July 1, 2026	Tentative Contract Start Date

7. **OFFERORS REQUIREMENTS / QUALIFICATIONS**

7.1 Minimum Requirements

- 7.1.1 Offerors must have been in business for at least the past five (5) years. Any respondent who does not provide sufficient evidence to substantiate this may be deemed non-responsible.
- 7.1.2 Offerors must provide photographers who are adequately trained in photography to meet or exceed current industry standards. Any respondent who does not provide sufficient evidence to substantiate this may be deemed non-responsible.
- 7.2 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-responsible. 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.)
- 7.3 All respondents must not have any “Exclusions” (respondent cannot be debarred or suspended). If the indicator box is “green” and states “Entity” this vendor is not suspended or debarred. If a respondent’s name does not appear after searching, the respondent does not have an “Exclusion”. Visit the following website to ensure compliance: <https://sam.gov/SAM/pages/public/index.jsf> (HCPS bears no responsibility for accuracy, legality or content of the external site or for that of subsequent links. Contact the external site for answers to questions regarding its content). If the indicator box is “purple” and states “Exclusion” the respondent may be deemed non-responsible.
- 7.4 Respondent shall furnish to HCPS any requested information and data/documentation. HCPS reserves the right to reject any proposal if the information or documentation submitted by the respondent or investigation of such respondent fails to satisfy HCPS that such respondent is properly qualified to carry out the obligations of the Contract and to complete all requirements contemplated therein.
- 7.5 Offerors shall complete and return with their offer references as required by Tab 5 under Submittal Requirements. Failure to submit relevant references may deem Offerors as non-responsible.
- 7.6 HCPS will not be responsible for errors, non-working phone numbers, inaccurate email addresses or people no longer employed with the firm or do not respond.

8. **PROPOSAL EVALUATION**

- 8.1 Along with the fulfillment of the RFQu, any legal requirements and Offeror’s proposal submissions, the following criteria will be utilized to evaluate those proposals:
 - 8.1.1 Recognition & suitability of offeror, offeror’s name, appropriateness of proposed program(s) and content.
 - 8.1.2 Overall ability of offeror’s proposal to meet the scope of services and requirements of HCPS.
 - 8.1.3 Overall financial value to HCPS and staff.

- 8.2 HCPS reserves the right to request clarification of and/or additional proposal information that may be required for evaluation of proposals. As noted above, however, this does not include the negotiation of the terms of any proposal.
- 8.3 The contract, if awarded, will be awarded to the offerors whose proposals are deemed to be the most advantageous to HCPS based on the factors stated above.
- 8.4 Offerors are advised that in the event of receipt of an adequate number of proposals, which require no clarification or supplementary information, such proposals may be evaluated without further discussions. Therefore, initial proposals should be submitted on the most complete and favorable terms and conditions. Should proposals submitted require additional clarification or supplementary information, such information shall be submitted in a timely manner.
- 8.5 In determining the qualifications of an Offeror, 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, or school districts. 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.
- 8.6 After review of proposals, HCPS, at its sole discretion, may ask individual offerors to make oral presentations, informal telephone interviews or demonstrations without charge to HCPS.
- 8.7 HCPS reserves the right to negotiate or modify any element of the proposal to ensure that the best possible arrangement for achieving the stated purpose is obtained.
- 8.8 Proposals shall be evaluated, and the offeror notified of the results.

9. **TERMINATION OF CONTRACT**

9.1 Termination for Default

- 9.1.1 If the Provider 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 Provider. The notice shall specify the acts of omissions relied on as cause for termination.
- 9.1.2 All finished or unfinished supplies and services provided by the Provider, shall at HCPS' option, become HCPS property. HCPS shall pay the Provider fair and equitable compensation for satisfactory performance prior to receipt of Notice of Termination, less the amount of damages caused by Provider's breach.
- 9.1.3 If the damages are more than the compensation payable to the Provider, the Provider will remain liable after termination and HCPS can affirmatively collect damages.

9.2 Termination for Convenience

HCPS may terminate all or part of the work required under this contract for the convenience of HCPS with ninety (90) days notification. In the event of such termination, the Contract Administrator shall determine the costs the Provider 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 Provider together with reasonable profit reasonably earned by the Provider to the time of termination but not to include any profit not earned as of the date of termination.

10. **RFQu COORDINATOR**

Upon release of this RFQu, all communications should be directed in email to the RFQu Coordinator listed below. Unauthorized contact regarding this RFQu with other HCPS employees may result in disqualification. Any oral communication will be considered unofficial and non-binding on the School District. Questions regarding this document must be submitted to the following RFQu Coordinator:

Name: Sara Rowe, NIGP-CPP, Procurement Agent

Email: sara.rowe@hcps.org

Phone: 410-638-4082

11. **SUBMITTAL RESPONSE**

All proposals shall be emailed to **bids@hcps.org**. Mark subject line - **RFQu #26-SR-004 and STUDENT PHOTOGRAPHY AND YEARBOOK SERVICES**. 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 Procurement Agent listed within the solicitation, by email or phone, to confirm receipt of bids.

12. **RESPONSE FORMAT**

Request for Qualifications should be prepared simply and provide the information requested.

12.1 Offerors shall submit the following:

12.1.1 Proposal

12.1.2 Required Documentation

12.1.3 Cost and Rebate Information

12.2 If confidential materials are submitted, offerors 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.

13. **OFFERORS COST TO DEVELOP REQUEST FOR QUALIFICATIONS**

Costs for developing responses to this RFQu are the obligation of the Offeror and shall not be chargeable in any manner to HCPS.

14. **ADDITIONAL INFORMATION**

14.1 This RFQu imposes no contractual obligation whatsoever on the part of the HCPS or Offeror.

14.2 Offeror is to submit electronically a "Complete Technical Proposal" that contains original signatures (no signature photocopies or signature stamps permitted) for HCPS analysis purposes.

14.3 HCPS reserves the right to reject any or all proposals or not award a contract.

14.4 If an offeror discovers any ambiguity, conflict, omission or other error in the specifications, offeror shall immediately notify the Procurement Department of such error and request clarification of the document. Offeror understands that the only official answer or position of HCPS will be the one stated in writing by the RFQu Coordinator, or in their absence an authorized representative.

14.5 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.

15. **INSURANCE**

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.**

16. **SUBMITTAL REQUIREMENTS**

Proposals for this Request for Qualifications should include the following:

16.1 **Tab 1 – Organization Overview (Weighted Value 15 Points)** - A brief profile of the organization including:

- 16.1.1 A brief history of the organization
- 16.1.2 Brief explanation of the structure of the organization
- 16.1.3 Total number of personnel
- 16.1.4 Ownership interests
- 16.1.5 Active venues of the organization (counties, states, etc.)
- 16.1.6 Present status and projected direction of organization
- 16.1.7 Designation of the legal entity by which the organization operates and documentation from the appropriate state's agency confirming the legal entity type (i.e., sole proprietorship, partnership, limited liability partnership, corporation, Limited Liability Corporation, etc.)
- 16.1.8 Organization Background including Accomplishments
- 16.1.9 List of facilities and photography equipment

16.2 **Tab 2 – Experience of Personnel (Weighted Value 20 Points)**

- 16.2.1 Formal education and experience of staff.
- 16.2.2 Expertise and experience.
- 16.2.3 Submit the names of ALL team members and their proposed roles in the process.

16.3 **Tab 3 – Qualifications and Capabilities (Weighted Value 20 Points)**

- 16.3.1 A detailed description of the types of products and services offered by the Offeror
- 16.3.2 The grade levels served by vendor (Elementary, Middle, High or All)
- 16.3.3 Offeror shall include information on past experience with similar projects and/or services.
- 16.3.4 The number of years the Offeror has provided similar services.
- 16.3.5 The number of clients/customers and geographic locations that the Offeror currently serves.
- 16.3.6 The Proposers approach and methodology of how the services herein addressed will be provided and submit any applicable artifacts.
- 16.3.7 The Proposers implementation plan and market strategy to mobilize services.
- 16.3.8 Proposer's Responsibilities
- 16.3.9 Harford County Public Schools Responsibilities

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

- 16.4.1 Provide a minimum of three (3) reference letters from clients that your institution has provided or is providing services similar in scope to the RFQu. HCPS reserves the right to ask for additional references.
- 16.4.2 Reference letters shall be current, dated within one (1) year of this request.
- 16.4.3 The reference from the client must be provided on their letterhead, and include details regarding your institution's role, level of service provided, etc.
- 16.4.4 One (1) reference from Harford County Public Schools may be considered.
- 16.4.5 Please include current contact information for all references, including name, phone number, and e-mail address.

16.5 Tab 5 – Projected Timeline (Weighted Value 10 Points)

Provide a projected timeline to include, but not limited to data migration, implementation, training, and transition to a fully functional system, include how long (days/months) the process will take after a contract is signed and executed, include major milestones.

16.6 Tab 6 - Required Documents

- 16.6.1 Conflict of Interest Disclosure Form
- 16.6.2 Employment of Sex Offenders and Other Criminal Offenders Affidavit
- 16.6.3 State of Maryland Anti Bribery Affidavit
- 16.6.4 Certification Regarding U.S. Government Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- 16.6.5 Data Privacy Security Addendum
- 16.6.6 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)
- 16.6.7 Exceptions to Draft PSA

16.7 Tab 7 – Samples (Weighted Value 10 Points)

- 16.7.5 Sample one page agreement for use between Offeror and Individual Schools
- 16.7.6 Digital sample photographs and promotional materials

16.8 Tab 8 – Cost and Commissions (Weighted Value 15 Points)

- 16.8.5 Provide price breakdown for all offerings to be made available for students and parents for all product and service purchase options.
- 16.8.6 Commissions schedule to be provided to school including any sign on bonuses

SIGNATURE SHEET
(To be submitted with Proposal)

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

_____ 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 _____

HARFORD COUNTY PUBLIC SCHOOLS
102 SOUTH HICKORY AVENUE
BEL AIR, MD 21014

Company Name

COST INFORMATION

RFQu # 26-SR-004

STUDENT PHOTOGRAPHY AND YEARBOOK SERVICES

PHOTOGRAPHY SERVICES		
SERVICE OPTION	COST TO STUDENTS AND PARENTS	COMMISSION PAID TO SCHOOL

YEARBOOK SERVICES		
SERVICE OPTION	COST TO STUDENTS AND PARENTS	COMMISSION PAID TO SCHOOL

*Note: Offeror may attach additional pages for cost information as necessary. Please mark section clearly.

ADDITIONAL INFORMATION:

Contract Contact/Sales Rep Name:	
Phone Number:	
E-Mail Address:	

FORM OF PAYMENT (mark those you will accept)*:

Do you accept credit card?	
Is there a fee for using a credit card?	
If yes, what is the fee amount?	
ACH Payment?	
Conventional Check?	
Cash?	
Additional payment methods or information:	

***NOTE:** Must request changes to payment method or bank information in writing.



PROFESSIONAL SERVICES AGREEMENT SAMPLE

This Professional Services Agreement (the "Agreement") **CONTRACT NUMBER**, 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 IFB/RFP/NUMBER HERE**, 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**

RFQu #26-SR-004 STUDENT PHOTOGRAPHY AND YEARBOOK SERVICES

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 _____.

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

9.3. 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.

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**

RFQu #26-SR-004 STUDENT PHOTOGRAPHY AND YEARBOOK SERVICES

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

14.2 The Board of Education of Harford County is committed to providing an inclusive and welcoming environment for all students, employees, and members of the school community. In accordance with Title IX of the Education Amendments of 1972, Title VI of the Civil Rights Act of 1964, and Title VII of the Civil Rights Act of 1964, the Board of Education of Harford County prohibits discrimination based on sex, race, color, national origin, religion, or any other protected characteristic in any program or activity it operates.

14.3 Inquiries or concerns about your rights related to Title IX can be directed to our Title IX Coordinator, Dr. Eric Davis, at 102 South Hickory Ave, Bel Air, MD 21014, 410-588-5202, or TitleIX@hcps.org. Inquiries related to your rights under Title VI or Title VII can be directed to our Coordinator of Investigations, Dr. Renee McGlothlin, at 410-809-6087 or Renee.McGlothlin@hcps.org. Harford County Public Schools' non-discrimination policy can be accessed here: [NON-DISCRIMINATION POLICY: \(hcps.org\)](#) and found on the HCPS website under Board of Education Policies and Procedures. Harford County Public Schools' non-discrimination statement can be accessed here: [NON-DISCRIMINATION STATEMENT: \(hcps.org\)](#) and found on HCPS' homepage.

14.4 The Awarded Bidder 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.

14.5 In the event the Awarded Bidder is deemed noncompliant with the nondiscrimination clause of this contract, this contract may be canceled, terminated, or suspended in whole or in part and the Awarded Bidder may be declared ineligible for further/future HCPS' work.

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 contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the HCPS or any unit thereof.

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

16. **FINANCIAL DISCLOSURE**

The Awarded Bidder shall comply with the provisions of Section 14-103.1 of the Election Law 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 \$200,000 or more, shall within fifteen (15) business days after the award of any contract, lease, or other agreement that causes the cumulative value to reach \$200,000 or more, file with the State Board of Elections certain specified information to include disclosure of beneficial ownership of the business.

17 POLITICAL CONTRIBUTION DISCLOSURE

Awarded Bidder shall comply with the provisions of Section 14-101 et seq. of the Election Law Article, Annotated Code of Maryland, 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 \$200,000 or more, shall file with the State Board of Elections certain specified information to include disclosure of political contributions of \$500 or more to a candidate for elective office in any primary or general election.

18 RETENTION OF RECORDS

The Awarded Bidder 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.

19 LANGUAGE/GENDER

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

19.3 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.

19.4 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

21.2 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.

21.3 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.

21.4 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.

21.5 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.

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

21.7 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.

21.8 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.

21.9 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.

21.10 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

22.2 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.

22.3 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.

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

26 CRIMINAL HISTORY RECORDS CHECKS FOR CONTRACTORS

Amendments to Section §5-551 of the Family Law Article of the Maryland Annotated Code effective October 1, 2023, require each employee with a local school system undergo a criminal history records check and fingerprinting if such individual will work in, on or about school premises and if the individual will care for or supervise children in the facility or have access to children who are cared for or supervised in the facility.

Contractor shall cause any employee, if such employee may or will work in, on or about school premises and may, or will have direct, unsupervised and uncontrolled access to children, to undergo a criminal history records check, including fingerprinting. Such criminal history records check and fingerprinting shall meet the requirements of Section §5-550 to §5-559 of the Family Law Article of the Maryland Annotated Code.

The cost of such criminal history records 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 history records check.

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 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.

27.2 Contractor acknowledges and agrees that, pursuant to Section §6-113 of the Education Article of the Maryland Code, Contractor is prohibited from knowingly assigning, or permitting its Subcontractors from knowingly assigning, any of the Contractor'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.

- 27.2.1 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;
- 27.2.2 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
- 27.2.3 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) home invasion; (18) a felony offense under Title 3, Subtitle 11 of this article; (19) an attempt to commit any of the crimes described in items (1) through (18) of this list; (20) continuing course of conduct with a child under §3-315 of the Criminal Law Article; (21) assault in the first degree; (22) assault with intent to murder; (23) assault with intent to rape; (24) assault with intent to rob; (25) assault with intent to commit a sexual offense in the first degree; and (26) assault with intent to commit a sexual offense in the second degree.

27.3 Direct, unsupervised, and uncontrolled access to students is prohibited for any person convicted of any crime identified under Section 27.2. If you, as the Contractor/Site Supervisor, witness or suspect any such employee(s) entering into a student area, action must be taken immediately to rectify the situation.

27.4 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.

28. LABOR AND RATES OF PAY

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

29. PROCUREMENT-INVESTMENT ACTIVITIES IN IRAN

The Awarded Bidder 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 of 1973 (29 U.S.C. 794d), as amended, 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, which are periodically updated, 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.

30.2 Section 508 requires agencies, during the procurement, development, maintenance, or use of Information and Communication Technology (ICT), to ensure that individuals with disabilities have access to and use of ICT information and data comparable to that afforded to individuals without disabilities (i.e., "ICT accessibility"), unless an undue burden would be imposed on the agency. The Section 508 technical standards incorporate the Web Content Accessibility Guidelines (WCAG) 2.0 Level A and AA as a baseline for web and digital accessibility. For Maryland public schools and agencies, state law additionally requires conformance with WCAG 2.1 AA for all new or updated digital content and software.

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:

EXHIBIT A (SCOPE OF SERVICES)

EXHIBIT B (FEES)

EXHIBIT C (TIME LINE/SCHEDULE)



**Request for Qualifications
RFQu #26-SR-004
STUDENT PHOTOGRAPHY AND YEARBOOK
SERVICES**

**PROPOSAL DOCUMENTS REQUIRED
DOCUMENTATION**

All documents in this section shall be completed, signed and submitted with the proposal package.

1. Insurance Requirements for Consulting Agreements
2. State of Maryland Anti-Bribery Affidavit
3. Certification Regarding U.S. Government Debarment, Suspension, Ineligibility, and Voluntary Exclusion
4. Employment of Sex Offenders and Other Criminal Offenders Affidavit
5. Data Privacy and Security Addendum

**Harford County Public Schools
Conflict of Interest Disclosure Form**

- (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)

HARFORD COUNTY PUBLIC SCHOOLS

EMPLOYMENT OF SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS AFFIDAVIT

The following pages summarize criminal offender legislation applicable to Maryland Public Schools. The Affidavit below affirms your understanding of the requirements related to these Laws.

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 Section 6-113.2 of the Education Article, Annotated Code of Maryland, regarding screening of applicants for employment.

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)

Employment of Sex Offenders and Other Criminal Offenders Conditions and Requirements

1.0 EMPLOYMENT OF CHILD SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS

- 1.1 **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.**
- 1.2 Contractor acknowledges and agrees that, pursuant to Section §6-113 of the Education Article of the Maryland Code, Contractor is prohibited from knowingly assigning or permitting its Subcontractors from knowingly assigning any of the Contractor'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.
 - 1.2.1 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;
 - 1.2.2 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
 - 1.2.3 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) home invasion; (18) a felony offense under Title 3, Subtitle 11 of this article; (19) an attempt to commit any of the crimes described in items (1) through (18) of this list; (20) continuing course of conduct with a child under §3-315 of the Criminal Law Article; (21) assault in the first degree; (22) assault with intent to murder; (23) assault with intent to rape; (24) assault with intent to rob; (25) assault with intent to commit a sexual offense in the first degree; and (26) assault with intent to commit a sexual offense in the second degree.
- 1.3 Direct unsupervised and uncontrolled access to students is prohibited for any person convicted of any crime identified in Section 1.2 above. If you, as the Contractor/Site Supervisor, witness or suspect any such employee(s) entering into a student area, action must be taken immediately to rectify the situation.
- 1.4 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.

2.0 CRIMINAL HISTORY RECORDS CHECKS FOR CONTRACTORS

- 2.1 Amendments to Section §5-551 of the Family Law Article of the Maryland Annotated Code effective October 1, 2023, require each employee with a local school system undergo a criminal history records check and fingerprinting if such individual will work in, on or about school premises and if

the individual will care for or supervise children in the facility or have access to children who are cared for or supervised in the facility.

Contractor shall cause any employee, if such employee may or will work in, on or about school premises and may, or will have direct, unsupervised and uncontrolled access to children, to undergo a criminal history records check, including fingerprinting. Such criminal history records check and fingerprinting shall meet the requirements of Section §5-550 to §5-559 of the Family Law Article of the Maryland Annotated Code.

The cost of such criminal history records 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 history records check.

- 2.2 IN ADDITION to the above requirements, Contractors shall comply with the requirements of Section 6-113.2 of the Education Article, Annotated Code of Maryland, regarding screening of applicants for employment.

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, 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, or any other offense enumerated in Section 16-203 of the State Finance and Procurement Article (S.F.) of the Maryland Code, or civil antitrust violations under the laws of any state or federal government.
3. (On the line below and using additional attachments as necessary, 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.)

4. I affirm that neither I, the above firm, nor any person or entity who has an ownership or beneficial interest in the firm, nor any of its officers, directors, partners, employees, or subcontractors, is currently suspended or debarred from participation in any public contract in the State of Maryland or federally.
5. I further affirm that neither I nor the above firm will knowingly enter into a contract or subcontract with a person or entity that is suspended or debarred from public contracting under State or federal law.

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

Signature

Witness

Date

HARFORD COUNTY PUBLIC SCHOOLS

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, and the Maryland State Finance and Procurement Code, Title 16, Subtitle 3.

- (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, State, or local public 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.
- (3) False certification may subject the participant to contract termination, suspension, debarment, and other remedies available under Maryland State law and school system policies.

Name and Title of Authorized Agency/Organization Representative

Signature

Date

Agency/Organization

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

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

**INSURANCE REQUIREMENTS
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.
- 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
\$2,000,000	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 Professional liability (or errors or omissions liability) insurance or its equivalent with minimum limits of:

\$1,000,000	Each Claim or Wrongful Act; and
\$2,000,000	Annual Aggregate

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

Special Notes: ISO form CG 2026 12/19 or its Equivalent, entitled "Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization" (previously Forms A and B

respectively) are **NOT ACCEPTABLE**. ISO form CG 2026 entitled “Additional Insured – Designated Person or Organization” or a manuscript endorsement with the 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).”

- 2.2 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.)
- 2.3 Insurance or self-insurance provided to the Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers 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.
- 2.4 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:
 - 2.4.1 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
 - 2.4.2 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.

DATA PRIVACY AND SECURITY ADDENDUM

Harford County Public Schools and

This Data Privacy and Security Addendum is entered into between the Harford County Public Schools ("HCPS") and [REDACTED] ("Contractor"), collectively the "Parties."

PART I

DEFINITIONS

As used in this DPSA, the following terms shall have the following meaning –

Breach: The unauthorized acquisition, access, use or disclosure of Personally Identifiable Information ("PII") (i) in a manner not permitted by Federal or State laws, rules and regulations; (ii) in a manner which compromises its security or privacy; (iii) by or to a person not authorized to acquire, access, use or receive it; or (iv) a breach of Contractor's security that leads to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, PII;

Breach Response Plan: A formalized strategy detailing how the Contractor and any subcontractors will respond to a Breach to minimize harm, comply with legal requirements, and restore security;

Commercial or Marketing Purpose: Includes (i) the sale, use or disclosure of PII for purposes of receiving remuneration or other benefit, whether directly or indirectly; (ii) the sale, use or disclosure of PII for advertising purposes; and (iii) the sale, use or disclosure of PII to develop, improve or market products or services to any person;

Data Privacy and Security Plan or DPSP: Contractor's plan for implementing the safeguards, measures and controls referred to in this DPSA, appended hereto as Exhibit B;

Disclose: To permit access to, or the release, transfer, or other communication of PII by any means, including oral, written or electronic, whether intended or unintended;

Education Record: An education record as defined in the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g, and regulations adopted thereunder (34 C.F.R. Part 99);

Educational Institution: A school system, board of cooperative educational services, school, or charter school;

Eligible Student: A student who is eighteen years of age or older;

Employee Data: Information from the records of an Educational Institution relating to an employee that is confidential and not subject to public disclosure under Federal or State law.

Encrypt or Encryption: The use of an algorithmic process to transform data into a form in which there is a low probability of assigning meaning without use of a confidential process or key;

ISO/IEC 27001:2022: The international standard for information security management systems (ISMS), published by the International Organization for Standardization (ISO) and the

International Electrotechnical Commission (IEC) which specifies requirements for establishing, implementing, maintaining, and continually improving an ISMS within the context of an organization's overall business risks.

NIST Cybersecurity Framework: The U.S. Department of Commerce National Institute for Standards and Technology ("NIST") Framework for Improving Critical Infrastructure Cybersecurity, Version 2.0;

NIST Media Sanitization Guidelines: NIST Special Publication 800-88 Rev. 1, Dec. 2014 ("Guidelines for Media Sanitization");

NIST Security and Privacy Controls Framework: NIST Special Publication 800-53, Rev. 5.1.1, Nov. 2023 ("Security and Privacy Controls for Information Systems and Organizations");

Parent: A parent, legal guardian or person in parental relation to a Student;

Personally Identifiable Information or PII: Includes (i) Personally Identifiable Information as defined in 34 C.F.R. §99.3; and (ii) Employee Data as defined below;

School: Any public elementary or secondary school, including a charter school; universal pre-kindergarten program that is publicly funded and/or authorized pursuant to State law; a State- approved provider of pre-school special education; a State-approved private school for the education of students with disabilities; a State-supported school; or a State-operated school;

Services: Services to be provided by Contractor, as specified in the Service Agreement;

Service Agreement: Contract specified in Part II, section 1, ¶a of this DPSP;

State: The State of Maryland;

Student: A person attending or seeking to enroll in an Educational Institution;

Student Data: PII of a Student;

Subcontractor: Includes any non-employee agent, consultant, supplier, distributor, vendor, firm or person engaged or used by the Contractor to implement Services; and

US-CERT Guidelines: The US-CERT Federal Incident Notification Guidelines published by the U.S. Cybersecurity and Infrastructure Security Agency.

PART II

PRIVACY AND SECURITY OF PII

1. Compliance with Applicable Laws, Regulations and Policies

- a. In order for Contractor to provide certain services (“Services”) to HCPS pursuant to a contract dated [REDACTED] and entitled [REDACTED] (“Service Agreement”), Contractor may receive PII regulated by various Federal and State laws and regulations. The Parties enter this DPSA to ensure Contractor’s strict compliance with the requirements of (i) the laws and regulations specified in ¶b of this section; (ii) the rules, guidelines and standards specified in ¶c of this section; (iii) applicable policies concerning data privacy and security adopted by HCPS; and (iv) the industry standard referred to in ¶e of this section.
- b. Contractor agrees to maintain the privacy and security of PII received pursuant to the Service Agreement in accordance with all applicable state and federal laws and regulations, including but not limited to:
 1. FERPA and regulations adopted thereunder (34 C.F.R. Part 99), as amended;
 2. The Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), Pub. L. 104-191, and all privacy regulations (45 C.F.R. Parts 160 and 164) and security regulations (45 C.F.R. Parts 160, 162, and 164), as amended, issued by the U.S. Department of Health and Human Services, including any amendments introduced by the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”);
 3. The Children's Online Privacy Protection Act (“COPPA”), 15 U.S.C. §§6501-6502, and regulations adopted thereunder (16 CFR Part 312), as amended;
 4. The Protection of Pupil Rights Amendment (“PPRA”), 20 U.S.C. §1232h, and regulations adopted thereunder (34 CFR Part 98), as amended;
 5. The Maryland Student Privacy Act of 2015, as amended;
 6. The Individuals with Disabilities Education Act (“IDEA”), 20 U.S.C. 1400 et seq., and regulations adopted thereunder (34 CFR Part 300), as amended;
 7. Maryland Protection of Information by Government Agencies (“MD PIGA”), MD State Govt Code § 10-1301 et seq., and regulations adopted thereunder, as amended; and
 8. The Maryland Health Information Privacy Act (“MHIPA”), and regulations adopted thereunder, as amended.
- c. Contractor agrees to maintain the privacy and security of PII received pursuant to the Service Agreement in accordance with rules, requirements and standards –
 1. specified in –

- i. NIST Cybersecurity Framework;
 - ii. NIST Security and Privacy Controls Framework;
 - iii. NIST Media Sanitization Guidelines;
 - iv. ISO/IEC 27001:2022; and
 - v. Internal Revenue Service Publication 1075 (IRS Pub. 1075, “Tax Information Security Guidelines for Federal, State and Local Agencies”); and
2. promulgated by the Criminal Justice information Services (CJIS) of the Federal Bureau of Investigation (FBI) in relation to wireless networking, remote access, data encryption and multi-factor authentication.
- d. The Contractor shall comply with all data privacy, security and governance policies as well as other applicable policies adopted by HCPS.

2. Authorized Use

- a. HCPS retains ownership of all PII shared with Contractor. Contractor shall have no property or licensing rights or claims of ownership to PII received pursuant to the Service Agreement.
- b. Contractor shall not use PII for any purpose other than to provide Services specified in the Service Agreement. Use of PII for a purpose other than to provide Services is subject to prior written consent of HCPS.
- c. The Parties shall ensure that –
 - 1. the necessary consents and authorizations to collect, use and/or share PII are obtained –
 - i. in a fair and transparent manner, following full disclosure of relevant information; and
 - ii. in compliance with applicable laws and regulations; and
 - 2. neither the Services provided under the Service Agreement nor the manner in which such Services are provided violate applicable laws or regulations.

3. Prohibition of Commercial or Marketing Use

Section 1.01

- a. Contractor shall not sell PII received pursuant to the Service Agreement or use or disclose such PII for a Commercial or Marketing Purpose.
- b. Violation of the obligations specified in ¶a of this section –
 - 1. constitutes material breach of this DPSA by Contractor; and
 - 2. shall be subject to all applicable remedies for breach of contract and/or other contractual

penalties under the law.

4. Data Privacy and Security Safeguards

- a. Any production systems and/or applications used by Contractor in the performance of Services shall satisfy the minimum MSDE requirements set forth in Exhibit A.
- b. All PII shared with Contractor pursuant to the Service Agreement shall be stored securely in systems that meet industry-recognized security standards. Contractor shall employ an encryption mechanism to protect the confidentiality and integrity of PII both at rest and in transit. Encryption algorithms and key management procedures used by Contractor shall adhere to established cryptographic standards.
- c. Contractor shall –
 - 1. have policies and procedures in place to ensure that PII is not used or disclosed inappropriately without proper authorizations;
 - 2. implement robust network security measures, including, but not limited to, firewalls, intrusion detection systems and intrusion prevention systems, to protect against unauthorized access attempts and intrusions; and
 - 3. undertake vulnerability assessments and penetration testing no less than once every twelve months to identify and remediate any security vulnerabilities or weaknesses.
- d. Contractor shall collect and retain only the minimum amount of PII necessary to fulfill the purposes of the Service Agreement. Unnecessary or excessive data shared with, or collected by, Contractor shall be promptly and securely disposed of in accordance with Part II, section 12.
- e. Contractor shall conduct a regular privacy impact assessment (“PIA”) to evaluate and address any potential privacy risks associated with the collection, use and sharing of PII pursuant to the Service Agreement. A PIA shall be conducted by Contractor no less than once every twelve months in accordance with the applicable laws, regulations and industry standards.

5. Data Privacy and Security Plan

- a. Contractor shall adopt and maintain administrative, technical and physical safeguards, measures and controls to manage privacy and security risks and protect PII in a manner consistent with the requirements of this DPSA and the laws, rules, regulations, policies and standards specified in Part II, section 1.b-e.
- b. Contractor shall maintain a Data Privacy and Security Plan (DPSP) detailing, at a minimum–
 - 1. the safeguards, measures and controls referred to in this DPSA, including how Contractor implements the requirements of the laws, rules, regulations, policies and industry standards specified in Part II, section 1.b-e; and

2. procedures and processes for detecting, responding to, and mitigating Breaches and other security incidents, including investigation, containment, recovery and reporting.

c. Contractor's current DPSP is set forth in Exhibit B. Exhibit B –

1. has been completed and signed by Contractor; and
2. shall not be disclosed to the public.

d. Contractor shall inform HCPS in writing of any planned material changes to its DPSP. The adoption by Contractor of any material changes to its DPSP shall be subject to HCPS's prior written consent.

6. Right of Review and Audit

a. Upon written or oral request of HCPS, Contractor shall provide HCPS with copies of its policies, procedures and/or plans related to the protection of PII by Contractor.

b. The copies of documents requested by HCPS pursuant to ¶a of this section may be made available in a form that does not violate Contractor's own data security policies, confidentiality obligations and applicable laws.

c. HCPS may at any time and for any reason request Contractor to –

1. undergo an audit by an independent third party at Contractor's expense of its privacy and security safeguards, measures and controls as it pertains to alignment with (i) the requirements of applicable laws, rules, regulations and industry standards, (ii) HCPS's policies applicable to Contractor, (iii) NIST Cybersecurity Framework; and/or (iv) NIST Security and Privacy Controls Framework; and

2. provide a report of the audit to HCPS.

d. In lieu of undergoing an audit pursuant to ¶c of this section, Contractor may provide HCPS with report of a recent industry-standard audit conducted by an independent third party on Contractor's data privacy and security practices. An audit report shall be considered recent if it is less than twelve months old.

7. Contractor's Employees and Subcontractors

a. Contractor shall ensure that all of its employees and subcontractors to whom PII is disclosed comply with the terms of this DPSA. Contractor shall be liable for the acts and omissions of its employees and subcontractors that violate the terms of this DPSA.

b. Contractor shall ensure that all its employees and subcontractors who have access to PII pursuant to the Service Agreement have received or will receive training on the laws, rules, regulations, policies and industry standards listed in Part II, section 1 prior to receiving access.

c. Contractor shall only disclose PII to employees and subcontractors who must necessarily have access to the PII in order to provide the Services and any disclosure of PII shall at all times be

limited to the extent necessary to provide the Services.

- d. Access to PII shall be granted by Contractor based on the principle of least privilege. Contractor shall ensure that persons are only granted access to the specific data necessary to perform their job functions. Strong authentication mechanisms, such as multifactor authentication, shall be employed to verify the identity of persons accessing PII.
- e. Contractor shall ensure that each subcontractor performing functions pursuant to the Service Agreement, where the subcontractor will receive or have access to PII, is contractually bound by a signed written agreement that includes data privacy and security obligations equivalent to, consistent with, and no less protective than, those found in this DPSA.
- f. Contractor shall examine the data privacy and security measures of any subcontractor prior to utilizing the subcontractor to perform any functions pursuant to the Service Agreement.
- g. If at any point a subcontractor fails to materially comply with the requirements of this DPSA, Contractor shall –
 - 1. notify HCPS and immediately remove such subcontractor's access to PII; and
 - 2. if applicable, retrieve all PII received or stored by such subcontractor and/or ensure that PII has been securely deleted and destroyed in accordance with this DPSA.
- h. In the event there is an incident in which a subcontractor compromises PII, Contractor shall follow the reporting requirements set forth in Exhibit C.

8. Prohibition of Disclosure of PII

- a. Subject to ¶c of section 7, Contractor shall not disclose PII to any person, unless –
 - 1. such disclosure is required by statute, court order or subpoena; and
 - 2. Contractor notifies HCPS in writing prior to the disclosure.
- b. The requirement referred to in ¶a.1 of this section does not apply if such notification is expressly prohibited by statute, court order or subpoena.

9. Breach Response

- a. Contractor shall maintain a Breach Response Plan to promptly and effectively manage and mitigate suspected or confirmed Breaches and to prevent future Breaches.
- b. Contractor's Breach Response Plan shall comply with –
 - 1. the requirements set forth in Exhibit C;
 - 2. applicable NIST standards and guidelines; and
 - 3. US-CERT Guidelines.

- c. Contractor agrees that it will cooperate with HCPS and/or law enforcement agencies, where necessary, in any investigations of a Breach. Any costs incidental to the required cooperation or participation of Contractor in investigations of a Breach shall be the sole responsibility of the Contractor if the Breach is attributable to Contractor or its subcontractors.
- d. Where a Breach occurs that is attributable to Contractor, Contractor shall pay for or promptly reimburse HCPS for the full cost of the HCPS's notification to Parents, Eligible Students, teachers, and/or principals.

10. Indemnification

Contractor shall indemnify and hold harmless HCPS from any third-party claims, damages or liabilities arising from Contractor's use of PII received pursuant to the Service Agreement.

11. Termination

- a. Either party may terminate this DPSA at any time by providing a 90-calendar-days' written notice to the other party.
- b. Upon termination of this DPSA, the Contractor must destroy all PII received pursuant to the Service Agreement that is in the possession of the Contractor or its subcontractors, as specified in section 12 below.
- c. The obligations of this DPSA shall continue in full and shall not terminate for as long as the Contractor or any of its subcontractors retain PII or retain access to PII received pursuant to the Service Agreement.

12. Destruction of PII

- a. Contractor shall not retain PII or continued access to PII or any copy, summary or extract of PII, on any storage medium (including, without limitation, in secure data centers and/or cloud-based facilities) whatsoever beyond the period of providing Services to HCPS, unless such retention is –
 - 1. expressly authorized for a prescribed period by the Service Agreement or other written agreement between the Parties;
 - 2. required by applicable HCPS retention schedules or applicable law.
- b. Subject to ¶a of this section, upon expiration or termination of the Service Agreement, Contractor shall destroy all PII received pursuant to the Service Agreement in accordance with HCPS's written election.
- c. The destruction of PII referred to in ¶b of this section –
 - 1. shall be effectuated –
 - i. in accordance with NIST Media Sanitization Guidelines; and

- ii. in a manner that does not allow the PII to be retrieved or retrievable, read or reconstructed; and
- 2. applies to all PII (including, without limitation, hard copies, archived copies, electronic versions and electronic imaging of hard copies) that –
 - i. remain in the possession of Contractor or its subcontractors; or
 - ii. are maintained on behalf of Contractor in a third-party data center and/or cloud-based facilities.
- d. Contractor shall provide HCPS with a written certification of the secure destruction of PII held by the Contractor or its subcontractors within 30 calendar days of the destruction being completed.
- e. To the extent that Contractor and/or its subcontractors continue to be in possession of any de-identified data (i.e., data that has had all direct and indirect identifiers removed) following the expiration or termination of the Service Agreement, they agree not to attempt to re-identify de-identified data and not to transfer de-identified data to any party.

Article II. PART III

PARENT AND ELIGIBLE STUDENT PROVISIONS

1. Parent and Eligible Student Access

- a. Pursuant to FERPA, Parents and Eligible Students have the right to inspect and review their child's or the Eligible Student's Student Data stored or maintained by HCPS. To the extent Student Data is held by Contractor pursuant to the Service Agreement, Contractor shall respond within thirty (30) calendar days to HCPS's request for access to Student Data, so the HCPS can facilitate such review by a Parent or Eligible Student, and facilitate corrections, as necessary.
- b. If a Parent or Eligible Student contacts Contractor directly to review any of the Student Data held by Contractor pursuant to the Service Agreement, Contractor shall promptly notify HCPS and refer the Parent or Eligible Student to HCPS.

2. Supplemental Information About Service Agreement

Contractor has completed and signed Exhibit D. Contractor acknowledges that HCPS retains the right to post a copy Exhibit D on the website of HCPS.

Article III. PART IV

MISCELLANEOUS

1. Governing Law and Venue

This DPSA shall be governed by, and construed in accordance with, the laws of the State of Maryland. Any legal action arising from, or related to, this DPSA shall be brought in the courts of the State of Maryland.

2. Priority of Agreements and Precedence

In the event of a conflict between and among the terms and conditions of this DPSA, including all Exhibits attached hereto, and the Service Agreement, the terms and conditions of this DPSA shall

- a. govern and prevail;
- b. survive the termination of the Service Agreement in the manner set forth herein; and
- c. supersede all prior communications, representations, or agreements, oral or written, by the Parties relating thereto.

3. Exhibits

All Exhibits referenced in this DPSA, and any statements contained therein, constitute an integral part of this DPSA and shall be deemed made in this DPSA as if set forth in full herein.

4. Execution

This DPSA may be executed in one or more counterparts, all of which shall be considered one and the same document, as if all parties had executed a single original document and may be executed utilizing an electronic signature and/or electronic transmittal, and each signature thereto shall be and constitute an original signature, as if all parties had executed a single original document.

5. Entire Agreement

This DPSA constitutes the entire agreement between HCPS and Contractor, relating to the subject matter of the DPSA, and supersedes all prior agreements and understandings, whether written or oral, on said matter.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURES:

HCPS:

CONTRACTOR:

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

EXHIBIT A

MINIMUM REQUIREMENTS FOR PRODUCTION SYSTEMS/APPLICATIONS HOSTING

Type of hosting	Minimum requirements
Own or subcontractor hosting	- For contractors that host production systems/applications within their own or within a subcontractor's environment, HCPS requires the hosting organization meet the following minimum requirements – <i>Cloud environment</i>: the offering must be Federal Risk and Authorization Management Program (“FEDRAMP”) authorized at a Moderate level (IaaS, PaaS and SaaS) <i>Non-cloud environment</i>: the offering must be System and Organization Controls (“SOC”) 2 Type 2 compliant <i>Certification and accreditation</i>: authorization to operate must be demonstrated annually and provided to an HCPS representative. - All data must reside on domestic (United States) servers - For a contractor that does not meet the cloud or non-cloud environment requirements specified in ¶1 above, independent third-party assessments must be performed to evaluate the security of the hosted environment. The evaluation must be based on the implementation of security controls consistent with NIST Security and Privacy Controls Framework. The contractor must provide security assessment reports for the security evaluation performed to HCPS.
State hosting	- The State may elect to perform a security evaluation of system/applications developed by contractors. - The evaluation referred to in ¶1 above will be based on the implementation of security controls consistent with NIST Security and Privacy Controls Framework. - A contractor must support MSDE's assessment for the system/application in question in order to obtain production deployment authorization.

EXHIBIT B
CONTRACTOR'S DATA PRIVACY AND SECURITY PLAN

Contractor must specify its Data Privacy and Security Plan ("DPSP") by either (i) completing the form below or (ii) providing a separate document that materially addresses requirements of the form below, including alignment of Contractor's privacy and security measures with NIST Cybersecurity Framework (see Exhibit B-1). While the information provided by Contractor in this form will not be published, Contractor should nevertheless ensure that it does not include information that could compromise the security of its data and data systems.

Nº	Request	Contractor Response
1.	Outline how you plan to implement the data privacy and security requirements included in the Service Agreement	
2.	Specify the administrative, operational and technical safeguards and practices that you currently have in place to protect PII	
3.	Detail the training that has and/or will be received by your employees and subcontractors (if any) engaged in the provision of Services on the laws, rules, regulations, policies and industry standards listed in Part II.1 of the Service Agreement	
4.	Describe the contracting processes that ensure that your employees and subcontractors (if any) are bound by written agreement to the requirements of the Service Agreement	

5.	Specify how you will manage any data privacy and security incidents that implicate PII and describe mechanisms you have in place to (i) identify Breaches and/or unauthorized disclosures, and (ii) meet your obligations to report incidents to HCPS	
6.	If applicable, describe how data will be transitioned to the HCPS when no longer needed by you to meet your contractual obligations	
7.	Describe your secure destruction practices and how certification will be provided to the HCPS	
8.	Outline how your data security and privacy program/practices align with the applicable policies of HCPS	
9.	Using the template in Exhibit B-1 below, outline how your data privacy and security practices materially align with the NIST Cybersecurity Framework	

EXHIBIT B-1
NIST CYBERSECURITY FRAMEWORK ALIGNMENT GRID

The template below will aid the evaluation of Contractor's Data Privacy and Security Plan. Contractor should complete the Contractor Response column to describe how its policies and practices align with each category in the template. To complete Exhibit B-1, Contractor may: (i) demonstrate alignment using the National Cybersecurity Review (NCSR) Maturity Scale of 1-7; (ii) use a narrative to explain alignment; and/or (iii) explain why a certain category may not apply to the Services to be provided under the Service Agreement. Further information about each category can be found on the NIST website at <https://www.nist.gov/cyberframework/new-framework>. Please use additional pages if needed.

Function	Category	Contractor Response
IDENTIFY (ID)	Asset Management (ID.AM): The data, personnel, devices, systems and facilities that enable the organization to achieve business purposes are identified and managed consistent with their relative importance to organizational objectives and the organization's risk strategy.	
	Business Environment (ID.BE): The organization's mission, objectives, stakeholders and activities are understood and prioritized; this information is used to inform cybersecurity roles, responsibilities and risk-management decisions.	
	Governance (ID.GV): The policies, procedures and processes to manage and monitor the organization's regulatory, legal, risk, environmental and operational requirements are understood and inform the management of cybersecurity risk.	

Function	Category	Contractor Response
	Risk Assessment (ID.RA): The organization understands the cybersecurity risk to organizational operations (including mission, functions, image or reputation), organizational assets and individuals.	
	Risk Management Strategy (ID.RM): The organization's priorities, constraints, risk tolerances and assumptions are established and used to support operational risk decisions.	
	Supply Chain Risk Management (ID.SC): The organization's priorities, constraints, risk tolerances and assumptions are established and used to support risk decisions associated with managing supply chain risk. The organization has established and implemented processes to identify, assess and manage supply chain risks.	
	Identity Management, Authentication and Access Control (PR.AC): Access to physical and logical assets and associated facilities is limited to authorized users, processes and devices, and is managed consistent with the assessed risk of unauthorized access to authorized activities and transactions.	
PROTECT (PR)	Awareness and Training (PR.AT): The organization's personnel and partners are provided cybersecurity awareness education and are trained to perform their cybersecurity-related duties and responsibilities consistent	

Function	Category	Contractor Response
	with related policies, procedures and agreements.	
	Data Security (PR.DS): Information and records (data) are managed consistent with the organization's risk strategy to protect the confidentiality, integrity and availability of information.	
	Information Protection Processes and Procedures (PR.IP): Security policies (that address purpose, scope, roles, responsibilities, management commitment and coordination among organizational entities), processes, and procedures are maintained and used to manage protection of information systems and assets.	
	Maintenance (PR.MA): Maintenance and repairs of industrial control and information system components are performed consistent with policies and procedures.	
	Protective Technology (PR.PT): Technical security solutions are managed to ensure the security and resilience of systems and assets, consistent with related policies, procedures and agreements.	
	Anomalies and Events (DE.AE): Anomalous activity is detected, and the potential impact of events is understood.	
DETECT (DE)	Security Continuous Monitoring (DE.CM): The information system and assets are	

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

Function	Category	Contractor Response
	Improvements (RC.IM): Recovery planning and processes are improved by incorporating lessons learned into future activities.	
	Communications (RC.CO): Restoration activities are coordinated with internal and external parties (e.g., victims, coordinating centers, ISPs, vendors, etc.).	

CONTRACTOR:

Signature _____

Printed Name _____

Title _____

Date _____

EXHIBIT C
BREACH RESPONSE REQUIREMENTS

Category	Requirements
Reporting	- Contractor shall report all suspected and confirmed Breaches within 24 hours of their discovery to – - the Maryland Department of Information Technology (DoIT) Security Operations Center (“SOC”) at SOC.DOIT@maryland.gov; and - HCPS’ Director of Technology at 410-588-5296. - The reporting requirement applies to Breaches involving PII in any medium or form, including paper, oral or electronic. - Contractor shall not include any sensitive information in the subject or body of any reporting email. Sensitive information in attachments shall be encrypted to ensure its protection during transmission.
Response to alerts	Contractor shall respond to all alerts/Indicators of Compromise provided by hcps or DoIT SOC within 24 hours, whether the response is positive or negative.
Protection of sensitive information	Contractor shall protect all sensitive information, including any PII created, stored or transmitted in the performance of the Service Agreement, to avoid secondary sensitive information incidents. This includes utilizing Federal Information Processing Standards (FIPS) 140-2 validated encryption to safeguard sensitive information.
Notification of affected persons	- Contractor shall not notify affected persons unless specifically instructed to do so by HCPS’s designated representative. - If instructed by MSDE, Contractor shall send HCPS-approved notifications to the impacted individuals as directed by HCPS.
Cooperation	Contractor shall cooperate with HCPS to exchange any necessary information to effectively manage or mitigate a suspected or confirmed Breach. This includes providing all requested images, log files, and event information to facilitate rapid resolution of a Breach.

EXHIBIT D

SUPPLEMENTAL INFORMATION FOR CONTRACTS THAT UTILIZE PII

Contractor's name	
Contractor's address	
Contractor's registration no.	
Contractor's website	
Contract term	Start date: End date:
Description of the purpose(s) for which Contractor will receive/access PII	
Type of PII that Contractor will receive/access	Check all that apply: ☐ Student Data ☐ Employee Data
Subcontracting	Contractor will not utilize subcontractors without a written agreement that includes data privacy and security obligations equivalent to, consistent with, and no less protective than, those found in the Service Agreement between HCPS and Contractor, as well as applicable Federal and State laws and regulations. Check applicable option: ☐ Contractor will utilize subcontractors ☐ Contractor will not utilize subcontractors
Data storage	Check all that apply: ☐ PII will be stored using Contractor-owned and hosted infrastructure ☐ PII will be stored using a cloud or infrastructure owned and hosted by a third party ☐ PII will be stored using State-owned and hosted infrastructure If a third-party infrastructure will be used, please provide the details (name, address, business registration no.) of the third party:

PII privacy and security measures	Please list and briefly describe the measures that will be taken to ensure the privacy and security of PII:
Data transition and secure destruction	Upon expiration or termination of the Service Agreement, Contractor shall, at HCPS's discretion – • Securely transfer PII to HCPS or a successor contractor, in a format specified by HCPS; and/or • Securely delete and destroy PII.
Challenges to data accuracy	• Parents, teachers or principals who seek to challenge the accuracy of PII will do so by contacting the HCPS. • If a correction to data is deemed necessary, the HCPS will notify Contractor. • Contractor agrees to facilitate such corrections within 30 calendar days of receiving HCPS's written request.

CONTRACTOR:

Signature

Printed Name

Title

Date

**ATTACHMENT A
SCHOOL LIST**

SCHOOL ABBREVIATION	SCHOOL NAME AND ADDRESS
ABMS	Aberdeen Middle School 111 Mount Royal Avenue Aberdeen, MD 21001
ABHS	Aberdeen High School 251 Paradise Road Aberdeen, MD 21001
ABES	Abingdon Elementary School 3001 S. Tollgate Road Abingdon, MD 21009
BFES	Bakerfield Elementary School 36 Baker Street Aberdeen, MD 21001
BAES	Bel Air Elementary School 30 East Lee Street Bel Air, MD 21014
BAMS	Bel Air Middle School 99 Idlewild Street Bel Air, MD 21014
BAHS	Bel Air High School 100 Heighe Street Bel Air, MD 21014
CMHS	C. Milton Wright High School 1301 North Fountain Green Road Bel Air, MD 21015
CCES	Church Creek Elementary School 4299 Church Creek Road Belcamp, MD 21017
CVES	Churchville Elementary School 2935 Level Road Churchville, MD 21028
DAES	Darlington Elementary School 2119 Shuresville Road Darlington, MD 21034

DFES	Deerfield Elementary School 2307 Willoughby Beach Road Edgewood, MD 21040
DUES	Dublin Elementary School 1527 Whiteford Road Street, MD 21154
EDES	Edgewood Elementary School 2100 Cedar Drive Edgewood, MD 21040
EDMS	Edgewood Middle School 2311 Willoughby Beach Road Edgewood, MD 21040
EDHS	Edgewood High School 2415 Willoughby Beach Road Edgewood, MD 21040
EMES	Emmorton Elementary School 2502 Tollgate Road Bel Air, MD 21015
FAMS	Fallston Middle School 2303 Carrs Mill Road Fallston, MD 21047
FAHS	Fallston High School 2301 Carrs Mill Road Fallston, MD 21047
FHES	Forest Hill Elementary School 2407 Rocks Road Forest Hill, MD 21050
FLES	Forest Lakes Elementary School 100 Osborne Parkway Forest Hill, MD 21050
FGES	Fountain Green Elementary School 517 South Fountain Green Road Bel Air, MD 21015
GLS	George D. Lisby Elementary School @ Hillsdale 810 Edmund Street Aberdeen, MD 21001

HXES	Hall's Cross Roads Elementary School 203 East Bel Air Avenue Aberdeen, MD 21001
HACH	Harford Academy Current: 100 Thomas Run Road Bel Air, MD 21015 Future: 301 North Fountain Green Road Bel Air, MD 21015
HTHS	Harford Technical High School 200 Thomas Run Road Bel Air, MD 21015
HDES	Havre de Grace Elementary School 600 Juniata Street Havre de Grace, MD 21078
HDMS HDHS	Havre de Grace Middle/High School 445 Lewis Lane Havre de Grace, MD 21078
HIES	Hickory Elementary School 2100 Conowingo Road Bel Air, MD 21014
HWES	Homestead/Wakefield Elementary School 900 South Main Street Bel Air, MD 21014
JVES	Jarrettsville Elementary School 3818 Norrisville Road Jarrettsville, MD 21084
JOES	Joppatowne Elementary School 407 Trimble Road Joppa, MD 21085
JOHS	Joppatowne High School 555 Joppa Farm Road Joppa, MD 21085
MAES	Magnolia Elementary School 901 Trimble Road Joppa, MD 21085

MAMS	Magnolia Middle School 299 Fort Hoyle Road Joppa, MD 21085
MVES	Meadowvale Elementary School 910 Graceview Drive Havre de Grace, MD 21078
NOES	Norrisville Elementary School 5302 Norrisville Road White Hall, MD 21161
NBES	North Bend Elementary School 1445 North Bend Road Jarrettsville, MD 21084
NHES	North Harford Elementary School 120 Pylesville Road Pylesville, MD 21132
NHMS	North Harford Middle School 112 Pylesville Road Pylesville, MD 21132
NHHS	North Harford High School 211 Pylesville Road Pylesville, MD 21132
OPES	Old Post Road Elementary School 2706 Philadelphia Road Abingdon, MD 21009
PMMS PMHS	Patterson Mill Middle/High School 85 Patterson Mill Road Bel Air, MD 21015
PMES	Prospect Mill Elementary School 101 Prospect Mill Road Bel Air, MD 21015
RPES	Red Pump Elementary School 600 Red Pump Road Bel Air, MD 21014
RFES	Ring Factory Elementary School 1400 Emmorton Road Bel Air, MD 21014
RIES	Riverside Elementary School 211 Stillmeadow Drive Joppa, MD 21085

RWES	Roye-Williams Elementary School 201 Oakington Road Havre de Grace, MD 21078
SOMS	Southampton Middle School 1200 Moores Mill Road Bel Air, MD 21014
SCS	Swan Creek School @ CEO (Center for Educational Opportunity) 253 Paradise Road Aberdeen, MD 21001
WJES	William S. James Elem. School 1 Laurentum Parkway Abingdon, MD 21009
YBES	Youth's Benefit Elementary School 1901 Fallston Road Fallston, MD 21047