



# CECIL COUNTY PUBLIC SCHOOLS PURCHASING DEPARTMENT

GEORGE WASHINGTON CARVER EDUCATION LEADERSHIP CENTER  
201 BOOTH STREET • ELKTON, MD 21921

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Jeffrey A. Lawson, Ed.D.  
Superintendent of Schools

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## NOTICE TO PROPOSERS

The Board of Education of Cecil County Public Schools (CCPS) is seeking sealed proposals for the following until the time and date indicated.

### RFP #25-01: MINDFULNESS PROGRAMMING

**Due: July 1, 2024 at 2:00 PM (ET) Local Time**

Sealed Requests for Proposals for all labor, training, materials, services, etc., necessary for CCPS **RFP #25-01: Mindfulness Programming** will be received in the Purchasing Department, Cecil County Public Schools until **July 1, 2024 at 2:00 PM (ET), Local Time** at which time they will be publicly opened. All proposals must be submitted in a sealed envelope addressed to the Cecil County Public Schools, Purchasing Department, 201 Booth Street, Elkton, Maryland 21921. The envelope must be identified on its face with the name of the person, firm or corporation making the bid/proposal and marked "**RFP #25-01: Mindfulness Programming.**" The Cecil County Public Schools will not be responsible for the premature opening of a proposal not properly addressed and identified. Should the Central Office close due to an unexpected circumstance, the Proposal opening will be on the next scheduled business day for CCPS Offices, July 2, 2024 2:00 PM (ET) Local time. NOTE: The closing of schools does not constitute the closing of the Central Office building. Please see the Cecil County Public Schools website: [www.ccps.org](http://www.ccps.org), for details on closings and up-to-date schedule.

Cecil County Public Schools is requesting sealed proposals from qualified companies or service providers to cover the furnishing of Mindfulness Programming services beginning on or about September 2024 through August 31, 2025.

**Pre-Proposal Meeting** – A pre-proposal meeting will not be held for this solicitation.

Copies of the document should be obtained (downloaded) from <https://www.ccps.org/Page/458> or by contacting [procurement@ccps.org](mailto:procurement@ccps.org). If you have any questions on downloading the document, call 410-996-5429. Offerors obtaining the documents from the website are encouraged to review the website frequently to learn of any changes that may be made. Interested Bidders/Proposers are solely responsible for obtaining all relevant documents for CCPS solicitations, including, but not limited to: ITB/RFP documents, addenda, attachments, drawings and appendices. Information and documents may be posted on the due date of the solicitation. Award information will also be posted on our website <https://www.ccps.org/Page/458>.

Questions regarding this bid/proposal must be sent and received by e-mail only, on or before 11:00 AM on June 24, 2024, to Daniela Dunlap, Purchasing Specialist, Cecil County Public Schools at [procurement@ccps.org](mailto:procurement@ccps.org). An acknowledgement or receipt of the e-mail request will be sent by return email to the sender. If an acknowledgement email is not received within one business day, please fax your inquiry to the Purchasing Department at 410-996-1081.

Board of Education of Cecil County  
Jeffrey A. Lawson, Ed.D.  
Superintendent of Schools

**Our Mission:** *CCPS serves equitably through positive relationships as a safe, collaborative community. We will ensure all learners acquire the knowledge, skills, and qualities to be responsible, caring, and ethical citizens.*

**Board of Education of Cecil County, Maryland  
Purchasing Department  
201 Booth Street  
Elkton, Maryland 21921**

**CCPS RFP #25-01: MINDFULNESS PROGRAMMING**

**TABLE OF CONTENTS**

**RFP INFORMATION AND INSTRUCTIONS**

<b><u>DOCUMENT SECTION</u></b>	<b><u>PAGE NUMBER</u></b>
<b>Notice to Bidders/Proposers</b>	<b>1</b>
<b>Table of Contents</b>	<b>2</b>
<b>Instruction to Bidders/Proposers</b>	<b>3 - 7</b>
<b>General Conditions</b>	<b>8 - 16</b>
<b>Insurance Requirements Section</b>	<b>17 - 19</b>
<b>Technical Conditions</b>	<b>20 –25</b>
<b>Specifications</b>	<b>26 - 28</b>
<b>Offer and Acceptance Form</b>	<b>29</b>
<b>Anti-Bribery Form</b>	<b>30</b>
<b>Debarment Instructions and Certification Form</b>	<b>31 - 32</b>
<b>Non-Collusion Affidavit</b>	<b>33</b>
<b>Registered Sex Offender/Sexually Violent Predator/Criminal Background Check</b>	<b>34</b>
<b>References</b>	<b>35</b>
<b>No Bid Statement</b>	<b>36</b>
<b>Proposal/Bid Form</b>	<b>37</b>
<b>Affidavit of Compliance Educ. Article §6113.2 (Required in submittal)</b>	<b>Appendix</b>
<b>MSDE Guidance &amp; Educ. Article §6113.2 &amp; Employee/Employer/Applicant Reporting forms</b>	<b>Appendix</b>

## INSTRUCTIONS TO BIDDERS/PROPOSERS

### Definition of Terms

- Owner - The Cecil County Board of Education, also known as Cecil County Public Schools (CCPS) or its designated representative.
- Contractor - The successful bidder / proposer to whom this contract is awarded.
- Contract - It is the intent of the Owner that should this bid/offer be accepted and awarded, the General Conditions, Specific Conditions, Addenda, Forms indicated as required, and the Purchase Order, will become the Contract.
- Addenda are written or graphic instruments issued prior to the bid/proposal due date, which modify or interpret the bid/proposal documents, by additions, deletions, clarifications or corrections. Addenda will become part of the Contract Document.

**Addenda:** If clarification or questions arise about instructions, terms, conditions, specifications or other verbiage, a request must be made in writing to the Purchasing Department of the Cecil County Public Schools not later than five (5) working days prior to the time and date set for the bid/proposal opening, unless otherwise indicated in the request for bids/proposals. Inquiries must be sent to [procurement@ccps.org](mailto:procurement@ccps.org). If necessary, the CCPS will respond to requests in the form of an addendum posted for all potential bidders/proposers.

**Access to Technical Information and Pricing:** Bidders/Proposers 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 CCPS under the Maryland Public Information Act, Section 10-611 et seq. of the State Government Article of the Annotated Code of Maryland. Blanket requests for the entire proposal to be held confidential will not be considered.

CCPS will determine, in its sole discretion, which (if any) portions of the Proposer's submittals is confidential. It is the responsibility of the Proposer to clearly mark such information (pages) as "Confidential". Failure to clearly identify confidential, proprietary or trade secret information will be an indication to CCPS that the entire bid/proposal is available for public disclosure.

The Maryland Public Information Act (MPIA) is used to request information from public agencies before and after a solicitation process. CCPS will not share pricing or other information during a solicitation that may give any bidder(s)/proposer(s) an unfair advantage or disadvantage.

**Alternate Offers:** The Owner reserves the right to evaluate the quality of items offered as alternate or equivalent, and further reserves the right to reject any or all items judged not equivalent as determined by CCPS.

**Anti-Bribery:** All proposed submissions must include a completed, signed, notarized "Anti-Bribery Form." Signing the form certifies full compliance with Maryland State Procurement Article 21, Section 3-405.

**Brand Identification:** Items contained within this ITB/RFP may use product specifications and item descriptions which include brand names, manufacturer names or model numbers. Bidders/proposers must choose which specific brand, manufacturer or model number for the items and/or services to offer. CCPS will be the sole determinant of which item(s) are an "approved

equal” during the evaluation process after bids/proposals have been submitted.

**Calendar Days:** Where the solicitation requires the bid/proposal to state a number of days, or to submit a milestone chart, the days used must be calendar days unless otherwise specified.

**Corrections:** All prices and notations must be in ink or typewritten. No erasures are permitted. Errors may be crossed out and corrections printed in ink or typewritten next to the crossed out error. Any correction must be initialed in ink by the person making the correction. All initials will be explained in the margin or some other visible and appropriate place on the same page as the correction. The explanation need only be the full name of the person having initialed the correction and must be printed in ink or typewritten.

**Data Reporting:** In order to maintain compliant with Maryland law 7-910 and audit procedures, CCPS requires all vendors to submit a **VPAT**, a **SOC2 REPORT**, and complete a **DATA-SHARING AGREEMENT**.

**Debarment Disclosure:** If a bidder has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, the bidder must disclose that information in its bid. All bid submissions must include a completed copy of the “Debarment” form included in the bid packet. Failure to complete and submit the “Debarment” form may cause the bid to be rejected as non-responsive.

**Delivery of ITB/RFP Submission:**

- Time: Offers received after the time and date stated on the Invitation to Bid (ITB) or Request for Proposals (RFP) will be retained, unopened, in the Purchasing Office. Postmarks or dating of documents will be given no consideration in the case of late bids/proposals. A bid/proposal will be considered received when it is delivered to the Purchasing Office.
- Method: Bids delivered in Federal Express, UPS, or any other such deliverer’s envelope must be sealed in a separate envelope inside the deliverer’s packaging. Failure to do this may cause the bid to be inadvertently opened. CCPS is not responsible for failure of any courier to meet the due date and time for the submittal delivery requirement.

**Dispute Resolution:** Alternative Dispute Resolution (ADR) is the agreed method for resolving disputes that may result from the contractual relationship arising in reference to this bid/proposal and subsequent agreement. If a resolution of the dispute cannot be reached through an agreed ADR method, the parties reserve the right to settle the dispute by appropriate judicial means. Any ADR hearing or arbitration will take place in the State of Maryland.

**Duty to Examine:** It is the responsibility of each bidder to examine the entire solicitation, seek clarification in writing, and check its bid for accuracy and determine if an addendum has been issued before submitting the bid. Lack of care in preparing a bid must not be grounds for withdrawing the bid after the proposed due date and time, nor must it give rise to any contract claim. Bidders/Proposers must acquaint themselves with the delivery site(s), and with any problems attached thereto.

**e-Maryland Marketplace Advantage** All bidders/proposers must be registered with the new e-Maryland Marketplace Advantage website to receive an award of a bid/proposal. No award will be made to a vendor who is not registered with the new e-Maryland Marketplace Advantage. Go to *[procurement.maryland.gov](http://procurement.maryland.gov)* for more information.

**Exceptions to Terms and Conditions:** A bid/proposal that takes exception to a material requirement of any part of the solicitation, including a material term and condition, may be considered a non-responsive bid/offer and unable to be awarded.

**Facsimile or Electronic Offers:** All bids/proposals must be delivered in a sealed envelope with originals signed by an officer capable of committing the proposer to contractual relationships. Faxed or e-mailed bids are not acceptable and must be rejected.

**Governing Law and Dispute Resolution:** Any contract resulting from this solicitation is subject to and will be construed and interpreted under the laws of the State of Maryland in Cecil County.

**Informalities:** An informality is defined as a requirement of the specifications that is needed for informational purposes only. Failure on the part of a bidder/proposer to provide it would have no impact on the outcome of the bid. In such cases, the bidder/proposer failing to supply the information may be given a specified period of time to comply. If the bidder/proposer fails to comply in that time period, the bid/offer will be rejected as non-responsive. No award will be made unless all required information is received by the Owner.

**Insurance Requirements:** Obtaining the specified Insurance Certificates is a requirement and work must not commence until coverages at the level required have been obtained at the contractor's expense. The contractor must not allow any subcontractor to commence work until similar insurance coverages required of the subcontractor has been obtained and approved by the contractor.

**Minority Business Enterprise:** Minority Business Enterprises are encouraged to participate in this solicitation. If the Bidder/Proposer has a plan for Utilization of Minority Businesses, please provide information with the bid/offer submittal.

**Non-collusion:** All proposed submissions must include a completed "Non-Collusion Affidavit." By signing the "Offer and Acceptance Form" the offeror understands that, in accordance with the Annotated Code of Maryland Finance and Procurement Article 11-205; a person who, for the purpose of defrauding the Board, acts in collusion with another person in connection with the procurement process is liable for damages.

**Offer and Acceptance Form:** By signing the "Offer and Acceptance Form" or other official contract forms, the bidder/proposer certifies that the price is offered without prior understanding, agreement, or connection with any corporation, firm, or person submitting a price for the same products/services. The bidder/proposer certifies that they understand that collusive proposing is a violation of federal/state law.

**Offer Acceptance Period:** Bids/Offer are irrevocable offers for Ninety (90 days) after the bid opening time and date.

**Original Signature:** The "Offer and Acceptance Form" with an original signature by an authorized individual must be submitted with the bid/proposal. The original signature signifies an unequivocal intent to be bound by the bid/proposal and its terms and conditions. Failure to submit a completed, signed "Offer and Acceptance Form" may cause a bid/proposal to be considered non-responsive.

**Pre-Bid/Proposal Meeting:** If a pre-bid/proposal meeting has been scheduled under this solicitation, the date, time, and location appear on the solicitation's cover sheet or elsewhere in the IFB or RFP. A bidder should raise any questions they may have about the solicitation or the procurement at that time. A bidder may not rely on any verbal responses to questions at the meeting. Material issues raised at the conference that result in changes to the solicitation must be answered solely through a solicitation addendum.

**Prices and Delivery:** All proposed prices must be FOB delivered to the location(s) indicated in the Specific Conditions and must be total net price. No additional charge will be allowed for freight. Delivery by rail freight or express will not be accepted. Deliveries must be made inside the building(s) or as indicated by CCPS otherwise. In no case will collect shipments or sidewalk deliveries be accepted. Items delivered from this bid are the Contractor's responsibility until they are delivered to, and accepted by, participating jurisdictions on their premises.

**Post-Proposal Information:** The Proposer is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this Contract must be acceptable to the Owner. Subcontractors and other persons and organizations proposed by the proposer and accepted by the Owner must be used on the work for which they were proposed and accepted and must not be changed except with the written approval of the Owner.

**Protests:** All protests must be in writing and must be delivered to the Purchasing Agent or Purchasing Specialist at the address listed on the Invitation to Bidder/Proposer. A protest of a solicitation must be received in writing only within ten (10) business days after the protest of award.

A protest must include:

- The name, address, and telephone number of the protestor;
- The signature of the protestor or an authorized representative of the protestor;
- Identification of the solicitation or proposal number;
- A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- The form of relief requested.

**Purchaser's Right of Selection:** The Board of Education reserves the right to accept this bid/proposal in part, in whole, or in any way it will serve its best interests. The Owner reserves the right to reject any and all bids that comply with these specifications, or to accept a higher bid/proposal that complies provided that in the judgment of the Board of Education, the items offered under the higher bid/proposal have additional values or functions that justify the difference in price. The Board of Education reserves the right to waive any informality in bids received when such waiver is in the best interest of the Board of Education. The Board of Education reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature.

**Quantities:** The quantities, if given, are intended only as a guide and are accurate to the best of our ability to forecast future requirements. However, bidders must understand that a quantity stated does not constitute a guarantee to purchase. The quantities shown are not to be construed as a minimum or maximum. The contract must be for the actual quantities ordered by, and for, the Owner.

**Receipt and Opening of Bids/Proposals:** Sealed Competitive Bids/Proposals will be received until the time and date indicated in the "Notice to Bidders" or "Notice to Proposers" document, in the Purchasing Office, at the George Washington Carver Education Leadership Center, 201 Booth Street, Elkton, MD 21921.

Bids/Proposals received prior to the time of opening will be securely kept unopened. The Purchasing Agent or designee, whose duty it is to open them, will decide when the specified time has arrived. No bids/offers received thereafter will be considered. All bids to be considered must be in the hands of the Purchasing Agent or designee prior to the time set for the solicitation opening. Should the Central Office close due to an unexpected circumstance, the solicitation will be rescheduled for the next CCPS business day or at a later time in which an addendum will be issued with specific details. Note: The closing of schools does not constitute the closing of the Central Office Building. See the CCPS ([www.ccps.org](http://www.ccps.org)) website for further details.

The person, firm, or corporation submitting a bid/proposal must submit it in a sealed envelope addressed to the Cecil County Public Schools on or before the day and hour stated. The envelope must be identified and prominently marked with the name of the firm or company submitting the bid/proposal and plainly marked with the title, bid/proposal number and the time and date the bid/proposal is due, as indicated in the Notice to Bidders/Request for Proposals. CCPS is not responsible for the premature opening of a bid/proposal not properly addressed and identified.

**Registered to do Business in the State of Maryland:** Pursuant to Section 7-201 et seq of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in Maryland must be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21210, before doing any inter-state or foreign business in this State. Before doing any intrastate business in the State, a foreign corporation must qualify with the State Department of Assessments and Taxation.

**Review, Approval or CCPS Acceptance:** Products and services, nor payment for any of the services required under this contract must be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract. The Contractor must be and remain liable to CCPS in accordance with applicable law for all damages to CCPS caused by the Contractor's negligent performance for any of the products or services furnished under this contract.

**Rights and remedies:** Rights and remedies provided for under this contract are in addition to any CCPS rights and remedies provided by law. In case of any apparent conflict between the specifications and such laws, ordinances, etc., the Awarded Proposer must call the attention of the applicable CCPS designee(s) to such conflict for a decision before proceeding with any work.

**Special Accommodations:** Any bid/proposer needing special ADA accommodations to attend the solicitation pre/bid or opening should notify the Purchasing Office, at (410) 996-5429 no later than one (1) week prior to the published pre-bid/proposal or opening date.

**Taxes:** No charge will be allowed for federal, state, or municipal sales and excise taxes from which the Owner is exempt. Exemption certificates, if required, will be furnished upon request by the bidder. Nothing in these Instructions and Conditions must be construed as relieving the Contractor of their responsibilities in paying all applicable taxes.

**Tie Bids:** Place of business may be a consideration in cases where identical bids have been submitted and a failed attempt has been made to renegotiate a lower price between the bidders. The award will be made to the Cecil County-based bidder, the out-of-county Maryland-based bidder, the out-of-state bidder and by lottery following this preference order.

**Unit Price Prevails:** Where applicable, in the case of a discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate must govern.

**End of Section**

## GENERAL CONDITIONS

**Addenda:** It is the bidder's/proposer's sole responsibility to monitor the CCPS Purchasing website: [www.ccps.org](http://www.ccps.org) to ensure that they download any additional addendums or clarifications prior to submitting their bid/proposal and duly acknowledge receipt of and full understanding of any addenda on the proper bid/proposal submittal form. Failure to do so may result in non-receipt of important information prior to the closing date and may render the bid or proposal non-responsive and ineligible for award. It is highly recommended that the submitting bidder/proposer ascertain if they have received all the addendums posted prior to submitting their bid/proposal. Failure of any bidder to obtain any such addendum or interpretation will not relieve the bidder's/proposer's company from any obligation under their proposal as submitted.

**Adjustments to Contract:** After the award of the Contract, questions and correspondence relative to requests for deviation from "Instructions to Bidders/Proposers", "General Conditions", or the "Specific Conditions" of the Contract must be directed to the Purchasing Office. In the event that the Contractor is unable to deliver the goods and services of the contract as a result of strikes or acts of God, the Contractor must be held responsible for securing temporary relief in the delivery of the items. The contractor must contact the Purchasing Office within 48 hours in writing prior to such changes to ensure they are acceptable and in agreement with the Purchasing Office. Any change permitted under the terms of this contract will be only as authorized by the Purchasing Agent/Specialist in the form of a contract amendment or a written Purchase Order Change Notice.

**Advertising and Promotion of Contract:** The Contractor must not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an authorized representative of the CCPS Purchasing Office.

**Application:** The Contractor understands and agrees that this Contract is entered into solely for the convenience and economic advantage offered to the Owner.

**Assignment and Delegation:** The Contractor must not assign any right nor delegate any duty under this Contract without the prior written approval of the Purchasing Agent/Specialist.

**Authority:** This Contract is issued under the authority of the Owner. Changes to the Contract including the addition of work or materials, the revision of payment terms, or the submission of work or materials, directed by an unauthorized CCPS employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract amendments, must be void and without effect, the Contractor must not be entitled to any claim under this Contract based on those changes.

**Award Bidder/Proposer:** The Award Bidder/Proposer must provide the items and perform the services with a responsible and professional standard of care, skill, and diligence normally provided by a Contractor in the performance of product or services delivery for the items/services specified. Notwithstanding any review, approval, acceptance, or payment for the services by CCPS, the Contractor must be responsible for the professional and technical accuracy of its work furnished to the Owner under this agreement.

The Awarded Bidder/Proposer must and will, in a professional manner, perform all services, except as otherwise specified, necessary or proper to perform and complete all the work required by this contract, within the time specified, in accordance with the provisions of this bid/proposal and the specifications covered by this contract and any and all supplemental specifications, in accordance with the directions of the Board of Education. The Contractor must observe, comply with and be subject to, all terms conditions, requirements and limitations of the Bid/Proposal and Specifications and must complete the entire scope of work to the complete satisfaction of CCPS. Award



Bidder/Proposer must be required under Article 56, Section 270(4), of the Annotated Code of Maryland, to provide proof of Certificate of Registry.

**Bidder's/Proposer's Obligation:** Bidder's/Proposer's must abide by and comply with the true intent of the Bid/Proposal and Specifications and not take advantage of any unintentional error or omission, but must fully complete every part with the true intent and meaning of the specifications, as decided by CCPS, and as described. Deviations, exceptions, omissions, and alternates, etc., in the bid/proposal submission, may render the bid/proposal as non-responsive.

**Certification of Compliance:** The Owner requires compliance with all applicable provisions listed below including amendments or Executive Orders thereunder and implementing standards and regulations resulting from the following Acts:

Energy Policy and Conservation Act (PL 94-163); Provision of the Occupational Safety and Health Act, the National Occupational Safety and Health Act, Equal Employment Opportunity, Provisions of the Fair Labor Standards Act; Department of Labor Regulations (41 CFR Part 60), and Attachment O of OMB Circular A102.

**Compliance with Applicable Law & Regulations:** The materials and services supplied under this Contract must comply with all applicable federal, state, and local laws and the Contractor must maintain all applicable licenses and permits.

**Contract:** A bid or proposal submittal does not constitute a contract nor does it confer any right on the bidder/proposer to the award of a contract. A contract is not created until the submittal is accepted in writing by an authorized representative of CCPS or awarded through a sealed competitive bid or a sealed competitive proposal solicitation process and awarded by the Cecil County Board of Education.

All Bids and Proposals with respect to all items accepted, addenda, agreements, and all papers and documents accompanying the solicitation, including these general and specific conditions will constitute the Formal Contract between the Bidder and CCPS upon acceptance by Cecil County Public Schools or award by the Cecil County Board of Education.

**Damage:** The Contractor will be held responsible for, and will be required to make good at its own expense, any and all damages done or caused by it or its agents in the execution of this contract.

**Data Storage:** Data will not be stored outside the United States without prior, specific, informed written consent by Cecil County Public Schools (authorized Owner).

**Data Collection, Use, and Sharing:** Any data developed and gathered by a third party or software application becomes automatically the sole property of CCPS. Vendor will collect and use Cecil County Public Schools data only to fulfill its duties and provide services under the Agreement between the parties. The vendor will not share client data, including anonymized data, with or disclose it to any third party.

Exceptions to send data to affiliated subcontractors, agents, or third-party service providers of the Vendor as required to fulfill the purpose of the Agreement, may only be made with prior specific and informed written consent by Cecil County Public Schools.

**Data Mining, Marketing, and Advertising:** The vendor is prohibited from collecting Cecil County Public Schools data for any purposes other than those agreed to by the parties. Data mining or scanning of user or Board of Education content for the purpose of advertising or marketing to students, their parents/guardians, or Board of Education employees and staff is strictly prohibited.

**Data Ownership:** Any data developed and gathered by a third party or software application becomes

automatically the sole property of CCPS.

**Digital Tools Accessibility Compliance:** CCPS is committed to ensuring that digital technology is accessible to individuals with disabilities. That is, give equivalent access to digital tools provided to students with disabilities to be independently usable by the student. It must enable the student to acquire the same information, participate in the same interactions, and access the same services as a student without disabilities, with substantially equivalent ease of use. The vendor guarantees that all digital tools supplied under this contract meet the accessibility requirements of 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 the Education Article, § 7-910, Annotated Code of Maryland.

**Maintenance and Support:** During the contract, the vendor shall provide an updated completed Voluntary Product Accessibility Template (VPAT), also known as an Accessibility Conformance Report (ACR), ongoing maintenance and support for accessibility for provided digital tools including:

**Accessibility Compliance Audit:** The vendor will periodically conduct accessibility audits, at least annually, to ensure continued compliance with WCAG 2.1 Level AA. This audit should include a list of identified WCAG 2.1 Level AA violations and estimated remediation timeframes.

**Accessibility Remediation:** The vendor shall address any identified violations, conduct validation testing, and provide documentation of the testing results.

**Accessibility Indemnification and Guarantees:** The vendor agrees to indemnify and hold harmless CCPS 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. Vendors failing to meet the equivalent access standards established under Subsection (a)(2) of Section 508 of the federal Rehabilitation Act of 1973 or WCAG 2.1 Level AA may face civil penalties stated in the Education Article, § 7-910, Annotated Code of Maryland.

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

**Determination of Grade:** The owner reserves the right to award an item and/or service to another Bidder/Proposer other than the lowest bid if, in its judgment, there is sufficient reason to believe that another Bidder/Proposer will better serve the best interests of the Board of Education of Cecil County, whether based on an objective test, subjective test, or experience.

**Drug-Free Environment Policy:** The Cecil County Public Schools is committed to a drug and alcohol-free workplace. The system further realizes that the abuse of drugs impacts adversely upon the high standards of safety, security, and productivity that we expect all employees, contractors, subcontractors, consultants, and all other persons on the property of the Board of Education of Cecil County to be drug-free. Contractors are advised that the Cecil County Public Schools prohibits the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance or alcohol on school premises or as part of any of its activities. Compliance with this regulation is a condition of award.

**Employment of Registered Sex Offenders, Sexually Violent Predators, and Criminal Background Check Certifications for Persons with Uncontrolled Access to Students:** Potential contractors/vendors of Cecil County Public Schools are advised that the Maryland law requires certain child sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work or attend school. Section 11-722(c) of the Criminal

Procedure Article of the *Annotated Code of Maryland* states, “[a] person who enters into a contract with a County Board of Education or a non-public school may not knowingly employ an individual to work at a school if the individual is a registrant. A person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding five years or a fine not exceeding \$5,000 or both”. If a child sex offender, sexually violent predator, or sex offender, as defined in the Criminal Law and Criminal Procedure Articles of the Annotated Code of Maryland, is employed by the Award Bidder, the Award Bidder is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any Cecil County Public Schools’ property, including the project property. Violation of this provision may result in immediate Termination for Cause.

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

1. Amendments to 6-113 of the Education Article of the Maryland Code further require that the Award Bidder, a Contractor or Subcontractor for a local school system 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, or pled guilty or nolo contendere to, a crime involving:
  - a. 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.
  - b. 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
  - c. 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 a violation of 14-101 of the Criminal Law Article if committed Maryland, including: (1) abduction; (2) arson in the first degree; (3) kidnapping; (4) manslaughter, except involuntary manslaughter; (5) mayhem; (6) maiming; (7) murder; (8) rape; (9) robbery; (10) carjacking; (11) armed carjacking; (12) sexual offense in the first degree; (13) sexual offense in the second degree; (14) use of a handgun in the commission of a felony or other crime of violence; (15) child abuse in the first degree; (16) sexual abuse of a minor; (17) an attempt to commit any of the crimes described in items (1) through (16) of this list; (18) continuing course of conduct with a child under 3-315 of the Criminal Law Article; (19) assault in the first degree; (20) assault with intent to murder; (21) assault with intent to rape; (22) assault with intent to rob; (23) assault with intent to commit a sexual offense in the first degree; and (24) assault with intent to commit a sexual offense in the second degree.

Amendments to 5-561 of the Family Law Article of the Maryland Code mandate that each contractor and subcontractor must require that any individuals in its workforce must undergo a criminal background check if the individuals have direct unsupervised and uncontrolled access to children.

It must be the responsibility of the contractor to obtain similar certification from all sub-contractors and material suppliers performing work or services on school system property, and to monitor adherence to this requirement. In the event that the Cecil County Public Schools recognize a

registered sex offender has entered upon school system property in the performance of work for a contractor/vendor, such will be grounds for termination of the contract.

Authorized staff must solemnly declare and affirm by Signature, under the penalties of perjury that the contents of the Employment of Registered Sex Offenders, Sexually Violent Predators and Criminal Background Check Certifications Affidavit are true and correct to the best of their knowledge, information and belief, that no employee, subcontractor, subcontractor employee, or material supplier that is a registered sex offender, sexually violent predator/child sex offender or criminal offender as described above, will be allowed to enter onto the school system property at any time in the performance of the work or services for which the contract is awarded.

**Examination of Bid/RFP Documents:** Each bidder must examine the bid documents carefully and must make a written request to the Owner for interpretation or correction of any ambiguity, inconsistency, or error that which Bidder/Proposer may discover. Any interpretation or correction required will be issued as an Addendum by the Owner. Only a written interpretation or correction by an Addendum document is binding. No bidder should rely upon any interpretation or correction given by any other method.

**Any interpretation or correction of any ambiguity, inconsistency or error which Bidder/Proposer may discover, concerning the terms, conditions, specifications or verbiage contained in the solicitation document must be submitted in writing only, (5) five business days prior to the date of the Bid opening.**

**Exceptions:** It must be the responsibility of the bidder/proposer to include with its Bid/RFP submittal a list and clarification of any deviations from the CCPS Terms, Conditions, and Specifications. Exceptions must be submitted with the bid/proposal and be attached to the “Offer and Acceptance Form.” Exceptions may be permitted by CCPS, but only if the Bidder/Proposer is notified in writing by the Purchasing Department prior to the approval of the ITB/RFP contract award or acceptance of the Award of Contract letter.

**Force Majeure:** Except for payments of sums due for products delivered to and accepted by the participating jurisdictions no party must be liable to the other nor 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. The term “Force Majeure” means an occurrence that is beyond the control of the party affected and occurs without fault or negligence. Without limiting the foregoing, Force Majeure includes acts of God: fire; flood; or other similar occurrences beyond the control of the Contractor or the participating jurisdictions.

**Gifts and Gratuities:** Acceptance of gifts from Contractors and the offering of gifts by Contractors are prohibited. No employee of the Cecil County Public Schools purchasing products, goods and services under provisions of the Contract issued as a result of this Bid or Request for Proposal may not accept or receive, either directly or indirectly, from any person, firm, or corporation any gift or gratuity.

**Governing Law/Disputes:** The contract must be governed by the laws of the State of Maryland and nothing in this contract must be interpreted to preclude the parties from seeking, after completion or termination of the agreement, any and all remedies provided by law.

Any claim, dispute, or other matter in question, concerning a question of fact will initially be referred to the CCPS Contract Manager in writing. Any claim, dispute, or other matter in question concerning a question of fact referred to the Contract Manager that is not disposed of by agreement must be referred to the CCPS Purchasing Department. The decision made by the CCPS Purchasing Department will be final and conclusive. The decision will be issued in writing to contractor.

**Indemnification:** Contractor must indemnify and save harmless the Cecil County Public Schools (CCPS), its agents, and employees, against and from all suits, actions, claims, demands, damages, losses, expenses or costs of every kind and description to which CCPS may be subjected or put, including but not exclusively so, by reason of injury (including death) to persons or damage to property, in any way resulting from Contractor's performance of the work specified or performed under this Contract, or any part thereof, or by or on account of any act or omission of the Contractor, its agents or employees, whether such suits, actions, claims, demands, damages, losses, expenses or costs be against, suffered or sustained by CCPS, its agents and employees, or be against, suffered or sustained by other corporations and persons to whom CCPS, its agents and employees, may become liable therefore, except that Contractor must not indemnify and save harmless CCPS, its agents and employees, against and from all suits, actions, claims, demands, damages, losses, expenses or costs arising from or due to the negligence of CCPS or its agents and employees. The whole or so much of the monies due, or to become due the Contractor under the Contract, as may be considered necessary by the Purchasing Department, may be retained by CCPS until such suits or claims for damages must have been settled, or otherwise disposed of, and satisfactory evidence to that effect furnished to the Purchasing Department.

**Interpretation of the term "Approved Equal":** The Owner reserves the right to evaluate the quality of items and services offered as alternate or approved equal, and further reserves the right to reject any or all items judged not approved.

**Method of Bid:** Bids/Proposals must be submitted on the basis of individual items and services as specified according to the pricing structure for CCPS requirements on the Bid/Proposal Price Form. A unit price must be given for each item or service and the total unit price of each item must be extended, if appropriate, unless a lot price is requested. In case of a discrepancy between the unit price and the total price, the unit price shall prevail. Prices quoted must be FOB destination and will include all delivery costs. Invoices must not include Federal Excise or State Sales and Use taxes, or any other taxes from which CCPS is exempt. Exemption certificates will be furnished upon request. Mandatory taxes from which CCPS is not exempt must be paid directly to the entity on behalf of CCPS by the award bidder. Bids must not be withdrawn or altered for a period of ninety (90) days after the opening thereof.

**Multi-agency Participation:** It is the intent of the Cecil County Public Schools to make this bid/proposal available to any and all governmental and educational agencies. This includes public schools, private schools, parochial schools, and state, community, and private colleges. A copy of the contract pricing and the proposal requirements incorporated in this contract will be supplied to the requesting agencies. This agreement would be upon mutual consent between the Contractor and those agencies. Each participating agency would enter into its own agreement with the Contractor and this contract must be binding only upon the principals signing such an agreement.

**Occupational Safety and Health Acts:** Contractor(s) who perform any work under this Contract must fully comply with the provisions of the Federal Occupational Safety and Health Act of 1970 and any amendments thereto and regulations pursuant to the act, and also to the Maryland Occupational Safety and Health Act, Article 89, Section 28 to 49A inclusive, Annotated Code of Maryland, as amended by Chapter 59, Laws of Maryland 1973, and any regulations pursuant thereto.

**Order of Precedence:** In the event of a conflict in the provisions of this solicitation, the following must prevail in the order set forth below:

- 1) Specific Conditions
- 2) General Conditions
- 3) Specifications or Scopes of Work and Services
- 4) Documents referenced in the solicitation

5) Instructions to Bidders/Proposers

**Owner's Right to Purchase from Other Sources:** For failure to meet specifications, delivery schedules, or poor administrative or operational procedures or for any other just cause, the Owner reserves the right to purchase from another vendor and charge the Contractor for the difference between what the Owner must pay for this item and the contract price that would have been charged by the Contractor. The Contractor will be responsible for any and all additional costs occasioned thereby.

**Payment:** Payment must be made within thirty (30) days after receipt of the original and correct invoice properly supported by signed delivery receipts. Invoices may be sent electronically to [accountspayable@ccps.org](mailto:accountspayable@ccps.org).

**Plan for Utilization of Minority Contractors:** CCPS encourages the participation of Minority Contractors. Consideration for the award of the contract for a school building, improvements, supplies, or other equipment must be given to the lowest responsive/responsible bidder who conforms to specifications.

**Price Adjustment:** All unit prices and rates quoted must remain firm during the term of the Contract and subsequent renewal terms as indicated in the Proposal submittal. Contractors may request an increase according to the Consumer Price Index as specified below:

**Consumer Price Index:** Award Bidder(s) will have sixty - (60) days from the contract anniversary to submit a request for a Consumer Price Index (CPI) increase for the item bid from the succeeding year. For calculating the CPI increase, use the Consumer Price Index for all Urban Consumers (CPI-U) for U. S. City Average; which has been in effect for two (2) months prior to the first day of the contract anniversary date. The column; PERCENTAGE CHANGE FROM 12 MONTHS AGO; will be used to determine the percentage of price adjustment, if any. For calculating the CPI adjustment, follow the instructions below:

Step 1 - Access the U.S. Bureau of Labor Statistics website at the following internet address:  
<http://www.bls.gov/cpi/home.htm>

Step 2 - Select the drop-down just under Bureau of Labor Statistics titled "Databases & Tools".

Step 3 - From the Databases and Tools drop-down and under "Data Retrieval Tools" select Top Picks.

Step 4 - Go down to Price Indexes and put a check in the box next to CPI for All Urban Consumers (CPI-U) 1982-84=100 (Unadjusted) and then go to the bottom of the page and select "Retrieve data".

Step 5 - Near the top of the page, select More Formatting Options;. Put a check in the box for 12-Month

Percent Change [unselect all others in that group] and then click Retrieve Data. The file can be downloaded into an Excel worksheet.

Basis for Adjustment - Adjustment shall be based on the average of the 12 months percentage published by the U.S. Bureau of Labor Statistics at the time of the request. [e.g., an adjustment request is submitted on October 5, 2004; the contract anniversary date is October 1, 2004; the BLS has published data up to August 2004; the requested price adjustment would be based on the average from September of 2003 to August 2004...effective October 2, 2004; this calculation shall include monthly BLS data labeled as "preliminary"]

Unit Price Change - Information Required: The following information shall be provided to Cecil County Public Schools, Purchasing Department, 201 Booth Street, Elkton, MD 21921.

**The CPI increase is NOT automatic**, as the Award Bidder(s) must request the increase. Indicate the Bid Number, Item Number from the Bid document, Current unit price, New/proposed price, Supporting documentation from the CPI and from the manufacturer.

Validation and Decreases - CCPS shall validate the requested item and unit of measure percentage and/or dollar adjustment. CCPS may also review the CPI and reserves the right to decrease commodity prices if such adjustment is reflected in CPI data.

Price Acceptance or Rejection – CCPS reserves the right to accept or reject any price increase within 30 days. If the price increase is rejected, the contract for the item(s) shall be terminated thirty (30) days from the date of the rejection letter.

**Purchaser’s Right of Selection:** It is the responsibility of the Purchasing Department of the Cecil County Public Schools (CCPS) to evaluate offers and recommend awards. The Owner reserves the right to accept or reject bids/proposals in part, in whole, or waive any informalities that the Board of Education determines will best serve its purposes. The Owner reserves the right to accept a higher bid/proposal that complies with the intent of the bid/proposal provided that in the judgment of CCPS, the items offered under the higher bid/proposal have additional values or functions that justify the difference in price. In awarding the bid/proposal, consideration will be given to any previous performance for the Owner as to the quality of products, goods, and services; and to the bidder’s or proposer’s ability to perform if awarded the bid/proposal.

**Qualification/References of Bidders/Proposers:** The Owner may make such investigations as they deem necessary to determine the ability of the bidder/proposer to perform the work as specified, and the bidder/proposer must furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner, within a reasonably short period of time, that such bidder/proposer is properly qualified to carry out the obligations of the Contract and to complete the work required.

**Quantities:** The quantities, as given, are intended only as a guide. The quantities are based on forecasts or previous purchases and are accurate to the best of our knowledge and ability; however, bidders must understand that a quantity stated does not constitute a guarantee to purchase. The quantities shown are not to be construed as minimum or maximum. The contract must be for the actual quantities ordered by, and for, the Owner.

**Record Retention:** The Contractor agrees to retain all books, records, and other documents relative to this agreement for seven (7) years after Contract close out after the last day of service and final payment. Each district, its authorized agents, and /or federal/ state representatives must have full access to, and the right to examine, any of said materials during the Contract period. If an investigation or audit is in progress, records must be maintained until stated matter is closed.

**Royalties & Patents:** The Contractor must pay for all royalties and patents and must defend all suit or claims for infringement on any patent right and must save the Board of Education harmless from loss of account thereof.

**Severability:** The provisions of this Contract are severable. Any instruction, term, or condition deemed illegal or invalid must not affect any other instruction, term, or condition of the Contract.

**Standards of Identity:** All products must conform to U.S. minimum standards of identity as required by State and Federal regulations. Failure to comply places the Contractor in violation of the Contract with the Board of Education, as well as State and Federal Law.

**Subcontract/Assignment:** The Contractor must not enter into any subcontract or assignment under this Contract without the advance written approval by the Purchasing Department of Cecil County Public Schools. The subcontractor must, by reference, incorporate all terms and conditions of this Contract.

**Substitutes:** In the event the Contractor is out of stock and cannot supply the product(s) or service(s) a substitution of equal or better quality, as agreed by an authorized representative of CCPS will be made. All Contract terms and conditions will apply to the products approved for substitution.

**Technology-Based Instructional Products:** All CCPS technology-based instructional products (instructional software, online resources, and computer-based equipment) must be consistent with Section 508 federal Rehabilitation Act, of 1973 Maryland Subpart B Technical Standards, and the most recent revision of Web Content Accessibility Guidelines (WCAG) Standards at level AA, for accessibility by students and staff, with disabilities.

Per MD Code 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.

Requests for bids, proposals, procurement contracts, and grants will follow established procedures for evaluating compliance with accessibility standards in all purchase decisions. (COMAR 13A.05.02.13H)

**Termination of Contract:** The contract may be terminated for cause by any or all of the parties upon issuance of written notice thirty (30) days prior to the intended date of termination.

The Owner may terminate the Contract at any time based on:

1. The Contractor's failure to supply the required quantity and /or quality of product and services.
2. Poor contractor performance, poor administrative procedures, and multiple failures by the Contractor to remedy the problem(s).
3. Any reason the Owner deems serious enough to warrant cancellation of the Contract.
4. If the Owner terminates the Contract for Cause or Convenience, the Contractor shall not be entitled to further compensation for uncompleted or incomplete deliveries. Should the Owner be required to seek other sources of supply and the cost to the Owner exceeds the unpaid balance, the Contractor must be liable for the additional cost incurred by the Owner.

The Contractor may terminate the Contract based on:

1. Issuance of an order of a court or other public authority having jurisdiction requiring the Contractor to terminate the Contract.
2. An act of government making material unavailable.
3. Unanticipated circumstances beyond the control of the Contractor.

Any of the above notices must be submitted by the Contractor in writing within seven (7) days of the event and accepted as valid by the Board of Education before any relief will be given to the Contractor.

**Waiver and Rejection Rights:** Notwithstanding any other provisions of the solicitation, the Owner reserves the right to:

- Waive any immaterial defect or informality,
- Reject any and all offers or portions of this solicitation, and
- Cancel a solicitation.

**End of Section**



## INSURANCE REQUIREMENTS SECTION

### ARTICLE 11 - INSURANCE

#### 11.1 “Contractor’s Liability Insurance”

Sub-paragraph 11.1.1, 11.1.2, and 11.1.3 will be deleted in entirety from the General Conditions and replaced with the following:

##### 11.1.1 General Insurance Requirements

.1 The contractor must not commence work until it has obtained at his own expense all of the insurance as required hereunder and such insurance has been approved by the Owner; nor will the contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved by the contractor. Approval of insurance required of the contractor and subcontractors will be granted only after submission to the Owner of original, signed certificates of insurance or, alternately, at the Owner’s request, certified copies of the required insurance policies.

.2 The contractor must require all subcontractors to maintain during the term of this agreement, commercial general liability insurance, business automobile liability insurance, and worker’s compensation and employers’ liability insurance, in the same manner as specified for the contractor. The contractor must furnish subcontractors’ certificates of insurance to the Owner immediately upon request.

.3 All insurance required hereunder will include the following provision: “It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until sixty (60) days prior written notice has been given to the Owner.”

The phrases “endeavor to” and “... but failure to mail such notice will impose no obligation or liability of any kind upon the company, its agents or representatives” are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

.4 No acceptance and/or approval of any insurance by the Owner will be construed as relieving or excusing the contractor, or the surety, or his bond, from any liability or obligation imposed upon either or both of them by the provisions of the contract documents.

**.5 Owner and its elected or appointed officials, agents and employees are to be named as an additional insured under all coverages except worker’s compensation and business automobile liability, and the certificate of insurance, or the certified policy, must so state this.** Coverage afforded under this paragraph must be primary as respects the Owner, its agents and employees.

.6 The Contractor covenants to save, defend, keep harmless and indemnify the County Board of Education and all of its elected or appointed officials, agents and employees from and against any and all claims, loss, damage, injury, cost (including court costs and attorney’s fees), charge, liability or exposure, however caused, resulting from or arising out of or in any way connected with the contractor’s performance or non-performance of the terms of the contract documents or its obligations under the contract. This indemnification must continue in full force and effect until the contractor completes all of the work required under the contract, except that indemnification must continue for all claims involving products or completed operations after final acceptance of the work by the Owner for which the Owner gives notice to the contractor after final acceptance of the work.

.7 The contractor must be responsible for the work performed under the contract documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection with the work. The contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from the action, omission, commission or operations under the contract, or in connection in any way whatsoever with the contracted work, until final acceptance of the work by the Owner.

.8 Insurance coverage required in these specifications must be in force throughout the contract term. Should the

## CCPS RFP 25-01: Mindfulness Programming

contractor fail to provide acceptable evidence of current insurance within seven days of written notice at any time during the contract term, the Owner will have the absolute right to terminate the contract without any further obligation to the contractor, and the contractor will be liable to the Owner for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the contract at time of termination.

.9 Contractual and other liability insurance provided under this contract must not contain a supervision, inspection or engineering services exclusion that would preclude the Owner from supervising or inspecting the project as to the end result. The contractor must assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any persons employed by the subcontractor.

.10 If the contractor does not meet the insurance requirements of the specifications, alternate insurance coverage, satisfactory to the Owner may be considered. Written requests for consideration of alternate coverages must be received by Owner at least ten working days prior to the date set for receipt of bids or proposals. If the Owner denies the request for alternate coverages, the specified coverages will be required to be submitted.

.11 All required insurance coverages must be acquired from insurers authorized to do business in the State of Maryland and acceptable to the Owner. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest edition of Best's Insurance Reports, unless Owner grants specific approval for an exception.

.12 The Owner will consider any deductible amounts as part of its review of the financial stability of the contractor. Any deductibles must be disclosed by the contractor, and any deductible amounts are the responsibility of the contractor.

For the duration of this contract, the contractor must purchase and maintain the below listed insurance as will protect himself and the Owner from claims set forth below which may arise out of, or result from, the contractor's operations under the contract, whether on-site or off-site, or whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

Without limiting the obligations or liabilities of the contract, the contractor must purchase the following coverages:

### 11.1.2 Contractor's Liability Insurance - "Occurrence" Basis:

.1 Commercial general liability with a minimum limit of \$3,000,000 per occurrence, \$3,000,000 annual aggregate including all of the following:

- i. General aggregate limit is to apply per project;
- ii. Premises/operations;
- iii. Actions of independent contractors;
- iv. Products/completed operations to be maintained for two years after completion of the work;
- v. Contractual liability including protection for the contractor from claims arising out of liability assumed under this contract;
- vi. Personal injury liability including coverage for offenses related to employment;
- vii. Explosion, collapse, or underground (XCU) hazards;
- viii. Board Form Property Damage including completed operations.

.2 Business automobile liability including coverage for any owned, hired, or non-owned motor vehicles and automobile contractual liability with a limit of \$3,000,000 per accident (minimum statutory limits for uninsured motorists).

.3 Workers compensation with statutory benefits as required by Maryland law or the U.S. Longshoremen's and Harbor Workers' Compensation Act, or other laws as required by labor union agreements, including standard other states coverage; employers' liability coverage with limits of \$500,000 per accident, \$500,000 per employee for disease, and a \$500,000 disease policy limit.

.4 Total limit requirements of .1, .2 and .3 may be met by a combination of primary and umbrella excess liability

CCPS RFP 25-01: Mindfulness Programming

coverages.

11.1.3 Commercial General or Other Required Liability Insurance - "Claims Made" Basis

.1 If commercial general or other liability insurance purchased by the contractor has been issued on a "claims made" basis, the contractor must comply with the following additional conditions:

- i. Agree to provide certificates of insurance evidencing the above coverages for a period of two years after final payment for the contract. Such certificates must evidence a retroactive date, no later than the beginning of the contractors' or subcontractors' work under this contract, or
- ii. Purchase an extended (minimum two years) reporting period endorsement for the policy or policies in force during the term 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.

**End of Section**

## TECHNICAL CONDITIONS

### RFP #25-01: Mindfulness Programming

#### A. Intent/Scope of Services

Cecil County Public Schools is requesting sealed proposals from qualified companies or service providers to cover the furnishing of Mindfulness Programming services beginning on or about September, 2024 through August 31, 2025. The role includes, but is not limited to, the items below:

- A) Provide Mindfulness programming for Judy Center school-based playgroup sites.
- B) Provide Mindfulness education for Judy Center families.
- C) Provide Mindfulness programming for Judy Center community events.
- D) Provide Mindfulness programming with Judy Center partner organizations.
- E) Provide Mindfulness instruction and ideas as part of professional learning opportunities for early childhood educators.

#### B. Definitions

Definitions as used herein:

- A. The term “solicitation” used in this document means this Request for Proposal (RFP).
- B. The term “offer” and “proposal” are used synonymous and mean a response to this solicitation.
- C. The terms “Offeror” and “Proposer” are synonymous and refers to the entity/business/individual that submits a response to this solicitation.
- D. The terms Board of Education of Cecil County and Cecil County Public Schools (CCPS) are synonymous.

#### C. About This Document

No negotiations, decisions, or actions will be initiated by any proposers as a result of any verbal discussion with any Cecil County Public Schools member prior to the opening of proposals in responses to this document. RFP Offerors must not contact any CCPS personnel other than the Procurement Administrator, either in writing or verbally, during the period beginning with the issuance of this RFP through approval of award. Any attempt by a supplier/proposer to influence a member or members of the aforementioned may be grounds to disqualify the proposal from the proposer from further consideration.

If awarded, the RFP documents and the Performance Work Statement (PWS) will become part of the contract. Cecil County Public Schools reserves the right to reject any or all proposals at any time and make necessary arrangements to contract for the services or work described and proposed in the manner most feasible and applicable when in its best interest to do so.

The method of procurement will be by competitive Request for Proposal (RFP). Award of a Contract is contingent upon FY25 funding for this project.

#### D. Proposal Submission

Submit and deliver into the Cecil County Public Schools Purchasing Department, 201 Booth Street, Elkton, Maryland 21921, no later than July 1, 2024 at 2:00 pm, ET, local time: **Technical Proposal** - One (1) original and **three (3)** printed copies and one (1) digital format (pdf) copy on a Flash Drive. **Redacted Technical Proposal** – one (1) digital format (pdf) copy only on a Flash Drive. **Price Proposal** - one (1) original printed copies and one (1) digital format (pdf) copy on a Flash Drive. One Flash Drive may be used for the Technical, Redacted, and Price P All proposal types must be submitted at the same proposal due date and time.

All Offeror submittals must be clearly and prominently marked ‘Technical Proposal’, ‘Redacted Technical Proposal’ and ‘Price Proposal’, delivered in separate envelopes or other mailing or delivery service containers, showing the RFP number, firm’s name and address, and the proposal due date on the outside. **Mark submittals to the attention**

**of Daniela Dunlap, Purchasing Specialist.** Late proposals will not be accepted and will be returned unopened. A Register of Proposals will be prepared at the closing time and date and will be available for inspection after award of the contract.

The proposal table of contents must correlate the same content and order of the General Information section and the Performance Work Statement. Unless specifically requested, extraneous presentation of materials is neither necessary nor desired. Unnecessarily elaborate brochures or other presentations beyond that is sufficient to present a complete and effective proposal are not required. Submittals should be on 8 ½ x 11 inch paper only.

Each respondent will be required, before the award of the contract, to show to the complete satisfaction of the CCPS that it has the necessary facilities, ability, and financial resources to furnish the products, services, including equipment, and materials as applicable and as specified herein in a satisfactory manner as determined by CCPS. This includes any implied requirements – any products and services that are not specifically addressed in the RFP document, but are necessary to provide functional capabilities by the Offeror, must be included in the proposal. The respondent firm will also be required to show past history and references which will enable CCPS to be satisfied as to the respondent firm’s qualifications. Failure to qualify according to the foregoing requirements may justify a rejection by Cecil County Public Schools.

**PUBLIC INFORMATION ACT** - CCPS is requesting a redacted copy of your bid/proposal submission in PDF format and provided on a flash-drive. A redacted copy is considered to be edited, modified, or otherwise revised from which confidential, sensitive and proprietary information has been removed. The redacted copy must be your Technical Proposal only. The folder for the redacted copy on your flash-drive must be prominently labeled with the solicitation number, company name, date and ‘REDACTED COPY’. This redacted copy will be used to respond to Freedom of Information Act request(s) in accordance with the law, the Maryland Public Information Act, Section 10-611 et seq. of the State Government Article of the Annotated Code of Maryland. CCPS reserves the right to modify the redacted copy within its authority under the law. If a redacted copy is not provided, CCPS will assume that all information provided is public information that will be used to respond to any requests under this Act.

**E. Technical Proposal Response Criteria: Qualifications, Technical Ability and Management Approach**

Each proposal must include a Transmittal Letter, a Table of Contents and all pages in the Technical Proposal must be numbered consecutively from beginning to end and separated by tabs as described below.

**TAB A. SCOPE RESPONSE AND UNDERSTANDING**

Technical Proposals are to be accompanied by a brief transmittal letter prepared on the Offerors letterhead, and signed by an individual who is authorized to commit the Offeror to the services and requirements in the RFP and proposal. Any justification or explanatory materials relevant to your submittal and/or requirements must be set forth in the Letter of Transmittal. The letter must be concise and need not repeat any of the detailed information set forth in your submittal. This transmittal letter must include:

1. The name, title, address, telephone number, and electronic email address of the person authorized to legally bind the Offeror to the submittal, who will serve as the contact for the communications concerning this RFP.
2. The Offeror’s Federal Tax ID number if available.
3. A brief statement of the Offeror’s understanding of the work to be done and the length of time your company has been active in this area of service. Proposers must specifically state that the firm must complete all services set forth in the requirements within the proposed time limits to the satisfaction of Cecil County Public Schools.
4. Any Exceptions the Offeror may have to any of the requirements of the solicitation or any of the terms and conditions.
5. A detailed narrative that addresses how the Offeror intends to provide the required technical services and its ability to meet the outcomes and standards identified and its understanding of the performance

scope of services.

**TAB B. CAPACITY OF COMPANY**

- a. Explain your contingency plan for meeting and increased staffing demand or supply shortage of available labor to meet the service requirements.
- b. A statement explaining why your firm or service provider is uniquely qualified to service Cecil County Public Schools and how the proposer will measure program success.
- c. Contractor should list two (2) references from public school systems for which services of a similar scope have been successfully performed. Include the contact information for these entities - name, title, telephone number and email address of the contract manager.

**TAB C. PERFORMANCE WORK STATEMENT**

The Technical Proposal must reflect the highest standards and best practices of the submitting proposer. The response must include the Performance Work Statement proposed information and solution. See the Scope of Services and Specifications sections for the requirements for the services and products requested. The Calendar of Events is shown below in item G and may change.

**F. Proposal Acceptance**

Proposal, including cost, must remain valid for a period of not less than ninety (90) days to allow for evaluation, School Board approval and contract execution. Cecil County Public Schools reserves the right to accept or reject any or all proposals, waive informalities and select the most favorable proposal that will serve its best interest.

**G. Calendar of Events (Subject to Change)**

<u>EVENT</u>	<u>DATE</u>
Issue RFP	June 14, 2024
Deadline for receipt of questions via email	June 24, 2024 by 11:00 AM, ET
Issue Addendum (If Required)	June 24, 2024 by 4:00 PM, ET
Proposal Due Date	July 1, 2024 at 2:00 PM, local time
Intention of Award Notification(s)	July 9, 2024
Approval - Board of Education	July 24, 2024
Agreement Effective Date	July 25, 2024
CCPS Staff Placement	September, 2024 (tentative)

**EVALUATION AND SELECTION PROCESS**

The evaluation criteria are set forth below and are intended to be the basis by which each proposal will be evaluated. Any initial award as a result of this solicitation is contingent upon Fiscal Year 2025 funding. This is a two-step evaluation process. Technical Proposals and Price Proposals must be submitted separately and labeled accordingly. Technical Proposals that meet the mandatory requirements of this RFP and are received from respondent firms by the closing deadline will be evaluated by the Selection Committee.

CCPS reserves the right to clarify information submitted in a proposal to determine whether an error has been made or whether a waiver of formality, informality or technicality is appropriate. Firms must furnish CCPS with all such information and data necessary within the time frame required for CCPS to determine if the proposal is responsible and responsive to the CCPS' requirements as stated herein.

Technical proposals will be evaluated first. Each proposal will be assigned a points-based score by the selection/evaluation committee as described below. A short list of the highest ranking technical proposals will be prepared. The finalist firm(s) will be invited to participate in the awards process.

CCPS RFP 25-01: Mindfulness Programming

CCPS may make such investigations as deemed necessary to determine the ability of a firm to provide the service providers as specified herein. Cecil County Public Schools may request additional information about or clarification of any proposals submitted.

It is CCPS’ intent to award the contract to the firm(s) which, based upon the criteria for evaluation, is the most responsive, responsible and the most qualified to accomplish the scope of services and is in the best interest of the Board of Education of Cecil County.

**Evaluation Criteria Definitions:**

- A. Discussion: Oral or written communications including negotiations between the Cecil County Public Schools and an Offeror that involves information essential for determining the acceptability of the proposal or to cure identified defects in the proposal.
- B. Clarification: Communication with an Offeror for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal. Unlike discussion, clarification does not give the Offeror an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in revision.
- C. Deficiencies: Any defects in the proposal which preclude acceptance. Involves any part of the Offeror’s proposal which would not satisfy the minimum requirements established in this solicitation. It may also include failure to provide information and questionable technical or management approaches.
- D. Weakness: Aspect of or omission from an Offeror’s proposal that includes ambiguities and conflicts within the proposal, lack of complete descriptions, errors in interpretation, omissions of essential information, inadequate information that prevent the evaluators from knowing the intent of the proposal.
- E. Strengths: Elements of the proposal that meet or exceed the outcomes identified and may provide additional benefits beyond what is specified.

**Evaluation Process:**

The criteria to be used for the proposal evaluation and award include, but are not limited to:

- a) The extent to which Vendor’s proposal solution fulfills the stated requirements.
- b) Vendor’s ability to deliver the indicated services in accordance with the Scope of Service and Performance Work Statement as described in this RFP.
- c) Vendor’s stability, experience and record of past performance in delivering similar Scope of Services.
- d) Total cost of ownership as indicated in the Price Proposal.

**Evaluation Criteria – Technical Proposal + Price Proposal = Maximum of 100 Total Points.**

The evaluation criteria are set forth below and are intended to be the basis by which each Technical Proposal, and demonstration, if requested, will be evaluated, measured and ranked. The Selection Committee hereby reserves the right to evaluate, at its sole discretion, the extent to which each proposal received compares to the said criteria and how each proposal compares to each other. The maximum total score for technical proposals is 60 points. The maximum total score for price proposals is 40 points. The Technical Proposal evaluations of the Selection Committee will be based upon the following criteria using whole numbers:

TAB A	PROPOSAL RESPONSE AND UNDERSTANDING	5 points
TAB B	CAPACITY OF COMPANY / REFERENCES	15 points
TAB C	SCOPE OF SERVICES/PERFORMANCE WORK STATEMENT	40 points
<b>Technical Proposal maximum points:</b>		<b>60 points</b>

**Price Proposal maximum points:**

40 points

Those firms with the highest scoring technical proposals will then have their price proposals scored and factored in with the technical scores. The highest scoring proposers will be short-listed.

**Selection and Contract Finalization:**

1. Technical proposals will be evaluated in accordance with the technical proposal requirements and evaluation criteria contained herein by a selection/evaluation committee. Proposers deemed qualified will be considered for evaluation and their price proposal considered.
2. Upon approval by Cecil County Board of Education, award will be made and the successful respondent firm(s) will be required to enter into an Agreement with CCPS. The Agreement will incorporate this RFP including all of its provisions, conditions, attachments and any addenda that are issued and the successful bidder's proposal in its entirety.
3. All unsuccessful respondents will be so notified and may request a debriefing meeting concerning the selection process. The debriefing will occur after contract award.

**Price Proposal Criteria:**

The Price Proposal evaluations of the Selection Committee will be based upon the following criteria: All costs must be included in the hourly labor rates provided in the price proposal. The hourly rate/unit price must be clear and consistent.

Price proposal calculation for evaluation: Short-listed company with the lowest unit price will receive forty (40) points. Each other short-listed company will be assigned price points (out of 40) proportionately based upon the lowest price offered.

Price Proposal Maximum Points: 40 points

A total price must be submitted for the entire proposal, categorized by the hourly rate (unit price):

The price proposal must be all inclusive and will be the point of reference for any billing or invoices submitted.

**H. Procurement Administrator**

Daniela Dunlap, Purchasing Specialist, phone: 410-996-5429 x3, will administer the solicitation process and will be the point of contact for purposes of this Request for Proposal. All questions and inquiries must be by email, and should be directed to [procurement@ccps.org](mailto:procurement@ccps.org).

**I. Requested Information**

The Offeror must furnish, within two (2) business days of notification, to Cecil County Public Schools, all data and information requested in order to determine the Offeror's ability to perform under this RFP. Cecil County Public Schools reserves the right to reject any offer if the evidence submitted by, or investigation of, such Offeror fails to satisfy Cecil County Public Schools that such Offeror is qualified to carry out the obligations of the contract.

**J. Incurring RFP Preparation Cost**

Cecil County Public Schools accepts no responsibility for any expense incurred in the proposal preparation, on-site presentation or mailings, etc.

**K. Insurance Requirements**

Insurance requirements are contained in Insurance Requirements section. The Contractor must have in force and will maintain insurance, including worker's compensation, not less than the amounts specified. A valid certificate of insurance is required at the limits indicated and must be received by CCPS prior to award of contract.



**L. Contract Term**

The term of the Agreement will be for the actual implementation date, immediately after July 15, 2024, through August 31, 2025.

**M. Substitution or Replacement of Personnel**

Any changes in personnel assigned to the Proposer’s Technical team or Contractor must be submitted and approved by the Contract Manager in writing, at least thirty (30) days prior to making a substitution. The notification must include the resume of any replacement staff.

Cecil County Public Schools reserves the right to request changes in personnel assignments. Such requests will be made in writing and will provide sufficient time to make the changes.

**N. Disputes**

Except as otherwise provided in these contractual documents, any claim, dispute, or other matter in question must initially be referred to the Cecil County Public Schools Project Manager. If the Project Manager and the Contractor cannot agree on a resolution, the issue will be referred to the Procurement Administrator. If resolution is not achieved, the Supervisor of Purchasing will decide the issue and provide a written response to the Contractor. The decision of the Supervisor of Purchasing will be final and conclusive.

The contract will be governed by the laws of the State of Maryland and nothing in this contract will be interpreted to preclude the parties seeking any and all remedies provided by law. All protests must be in writing and submitted to the Supervisor of Purchasing. Prior to dispute resolution through the appropriate legal means, i.e. adjudicated by the appropriate Courts, the parties will participate in Alternative Dispute Resolution, in an attempt to resolve the dispute in accordance with the commercial Rules of the American Arbitration Association in effect at the time. All disputes will be decided by a single arbitrator.

**O. Billing and Payment**

Invoices must be submitted to the Early Childhood Education department at [mfeeney@ccps.org](mailto:mfeeney@ccps.org) or mailed to 201 Booth Street, Elkton, MD 21921. The Purchase Order number must appear on the invoices and indicate the work completed.

**P. Multi-Agency Procurement**

Cecil County Public Schools assumes no authority, liability, or obligation, on behalf of any other public or non-public entity that may use any contract resulting from this Request for Proposal. All purchases and payment transactions will be made directly between the Contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the proposal response.

**Q. Registered to do Business in the State of Maryland**

Pursuant to Section 7-201 et seq of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in Maryland must be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21210, before doing any inter-state or foreign business in this State. Before doing any intrastate business in the State, a foreign corporation must qualify with the State Department of Assessments and Taxation.

**END OF SECTION**

## SPECIFICATIONS

### Mindfulness Programming services for Cecil County Public Schools:

#### Locations

All Judy Center catchment areas:

- Bainbridge Elementary
- Bay View Elementary
- Cecilton Elementary
- Cecil Manor Elementary
- Charlestown Elementary
- Gilpin Manor Elementary
- Holly Hall Elementary
- North East Elementary
- Perryville Elementary
- Thomson Estates Elementary
- Leeds Elementary, Chesapeake City Elementary & Conowingo Elementary, pending grant approvals)

#### Playgroup settings

The Judy Center playgroup settings are indoor spaces designed for play and movement. The settings are classroom spaces set up to mirror an early childhood learning environment with room for infants and toddlers to engage with large soft surfaces and areas for developing gross motor skills. The settings exist in each of the school sites above and also in community locations including the Cecil County Health Department, Deep Roots, Brantwood Family Services and Community Connecting Us.

#### Early Childhood Learning settings

The learning settings exist in each of the school sites listed as catchment areas and also in community locations including the Elkton Neighborhood Community Center, Cecil County Health Department, Department of Social Services, Deep Roots, Brantwood Family Services and Community Connecting Us.

#### Community Event locations

The community event settings exist in each of the school sites listed as catchment areas and also in community locations including the Elkton Neighborhood Community Center, Cecil County Health Department, Department of Social Services, Deep Roots, Brantwood Family Services and Community Connecting Us.

#### Schedule

September 2024 – May 2025

- 5 days a week
- Up to 6 hours daily, maximum of 30 hours weekly

June 2025 – August 2025

- Monday – Thursday
- Up to 4 hours daily, maximum of 16 hours weekly

#### Miscellaneous

This one-year contract may be renewed in future years pending additional funding years of this grant-funded program. At this point in time, it is unclear if the grant will be renewed and for how many years.

One (1) service provider is preferred to fulfil this services requirement. However, more than one service provider may fulfill the requirements of the contract. Specify how many persons and identify the name(s) of the service provider in the proposal.

Mileage to, from and between locations will not be reimbursed.

## CCPS RFP 25-01: Mindfulness Programming

CCPS will provide/buy all necessary supplies and materials needed for activities for Judy Center students, teachers and families.

1. The Contractor must provide the Board of Education with an invoice within ten (10) days of the end of the month, or every two weeks, that services were provided, indicating the date, requestor, location, and the duration of services along with a description of the type of service that was provided. The Board will pay said invoice within thirty (30) days of acceptance of invoice, unless Board contests said invoice.
2. The Board agrees to provide the Contractor with adequate space, equipment and access to educational records necessary to perform the contracted services outlined in this agreement. The assignment of locations will be at the discretion of Cecil County Public Schools (CCPS).

### **Responsibilities as Contractor -**

Contractor represents that:

1. All service providers will be required, by signing a Confidentiality and FERPA Statement as part of the final Agreement and awards process, to acknowledge that all case records, case histories or personal and regular files concerning students are confidential and the property of the board.
2. It will continue to maintain current criminal background checks and the child protection registry, to insure that service providers are in good standing.
3. All the services that are provided are in accordance with and in compliance with Federal, State and local regulations and in accordance with the policies, procedures and protocols of CCPS.
4. If required by the State of Maryland for the services being rendered, Contractor's will secure and pay for all fees and licenses specifically necessary for its service providers to perform their duties as required by this Agreement.
5. The Contractor must provide comprehensive public liability insurance for bodily injury or death in the minimum amount of \$1,000,000 for injury to one person, \$3,000,000 for one accident per occurrence and property damage in the amount of \$300,000. This coverage will name the Board of Education of Cecil County and its officers and employees and agents as an additional insured. A copy of a certificate of said insurance is to be supplied to the Board at the inception of this contract. In addition, a certificate of insurance verifying Contractor maintains workers' compensation insurance for service providers is to be provided. If an individual Service Provider, CCPS will determine if the coverage is sufficient.
6. A W-9 form is to be provided to the Cecil County Public Schools.
7. **As required by Maryland law beginning July 1, 2019 by MD House Bill 486/Senate Bill 541 - Child Sexual Abuse and Sexual Misconduct Prevention Affidavit must be completed prior to award to demonstrate that the Proposer/Contractor is in compliance to be capable of being awarded this Contract.**

### **General Provisions**

1. Contractor agrees to indemnify and save CCPS (and its officers, employees and agents), harmless from any liability, losses, damages, judgments, liens, expenses and costs sustained or incurred in connection with any claims, suits, actions or proceedings, made or brought against any such party, as a result of any negligent act or omissions of Contractor (or its officers, employees and agents) in the performance of its obligations under this agreement.
2. It is acknowledged by both parties that the Contractor is retained by CCPS as an independent contractor for all purposes. No agency or employer/employee relationship exists between CCPS and the Service Provider or between CCPS and the Contractor.

CCPS RFP 25-01: Mindfulness Programming

3. The Contractor must comply with Federal, State and local laws, Federal and State income tax laws, Social Security acts, unemployment compensation acts and workers' compensation acts that are applicable to carry out the purposes of this Agreement.
4. If any service provider loses his/her license to practice, the Contractor must immediately discharge said service provider, notify the Board and CCPS may elect to terminate the Agreement.
5. This agreement may be amended at any time by written agreement of both parties and is subject to the laws of the State of Maryland.
6. During the term of this Agreement CCPS and the Contractor agree to not recruit for employment or otherwise contract for services, current employees of the other parties' organization.

**END OF SECTION**

**OFFER AND ACCEPTANCE FORM**

Board of Education of Cecil County  
201 Booth Street  
Elkton, MD 21921

Ladies and Gentlemen:

We have examined and understand the Instructions and Conditions for the furnishing and delivering of **RFP #25-01: Mindfulness Programming.**

We agree to furnish and deliver those items for which our bid/proposal is accepted, in compliance with the terms, Instructions, and Conditions, contained herein, at the price set opposite each item on the attached Pricing Form.

Bids/proposals are an irrevocable offer for 90 days after the bid/proposal opening time and date.

COMPANY

\_\_\_\_\_

ADDRESS

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date

\_\_\_\_\_

Authorized Signature

\_\_\_\_\_

Telephone Number

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Fax Number

\_\_\_\_\_

Title of Authorized Representative

\_\_\_\_\_

Taxpayer ID. Number

\_\_\_\_\_

Email

\_\_\_\_\_

eMarylandMarketplaceAdvantage Vendor ID #

**ANTI-BRIBERY FORM**

STATE OF MARYLAND PROCUREMENT REGULATIONS 1AC APPENDIX F PROCUREMENT GUIDELINES:

Procurement Article 21 - Section 3-405

Vendor/Contractor Disqualification - Bribery

A person convicted for bribery, attempted bribery, or conspiracy to bribe will be disqualified from entering into a contract with any county or other subdivision of the State. Every business entity upon submitting a bid or otherwise applying for a contract must submit an affidavit stating whether it, its officers, directors, or partners, or its employees have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any State or Federal Government.

TO BE COMPLETED BY PROPOSER

\_\_\_\_\_ affirms that it is in full compliance with the  
aforementioned Maryland State Procurement Article 21, Section 3-405.

\_\_\_\_\_  
AUTHORIZED COMPANY REPRESENTATIVE

SWORN TO AND SUBSCRIBED TO, BEFORE ME,

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024

NOTARY PUBLIC \_\_\_\_\_

MY COMMISSION EXPIRES \_\_\_\_\_

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*CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTIONS*

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This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTION FOR DEBARMENT  
CERTIFICATION)**

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

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Name and Title of Authorized Representative

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Signature

Date

**INSTRUCTION FOR DEBARMENT CERTIFICATION**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction was originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant must provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it must not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous, a participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.
8. Nothing contained in the foregoing must be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions covered under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.



**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_ :s.s. COUNTY OF: \_\_\_\_\_

I state that I am \_\_\_\_\_ of \_\_\_\_\_  
(Title) (Name of firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid/proposal.

I state that:

(1) The price(s) and amount of this bid/proposal have been arrived at independently and without consultation, communication or agreement with any other contractor proposer or potential proposer.

(2) Neither the price(s) nor the amount of this bid/proposal, and neither the approximate price(s) nor approximate amount of this bid/proposal, have been disclosed to any other firm or person who is a proposer or a potential proposer; and they will not be disclosed before bid/proposal opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from proposing on this contract, or to submit a bid/proposal higher than this bid/proposal, or to submit any intentionally high or noncompetitive bid/proposal or other form of complementary bid/proposal.

(4) The bid/proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non-competitive bid/proposal.

(5) \_\_\_\_\_, its affiliates, subsidiaries, officers, directors  
(Name of firm)

and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing on any public contract, except as follows:

I state that \_\_\_\_\_ understands and acknowledges that the above representatives are  
(Name of firm)

material and important and will be relied on by CECIL COUNTY PUBLIC SCHOOLS in awarding the contract(s) for which this bid/proposal is submitted. I understand, and my firm understands, that any misstatement in this affidavit is, and will be, treated as fraudulent concealment from CECIL COUNTY PUBLIC SCHOOLS of the true facts relating to the submission of bid/proposal of this contract.

\_\_\_\_\_  
(Name and company position/title)

SWORN TO AND SUBSCRIBED, before me, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public My commission expires \_\_\_\_\_

**CECIL COUNTY PUBLIC SCHOOLS AFFIDAVIT**

**REGISTERED SEX OFFENDER / SEXUALLY VIOLENT PREDATOR / CRIMINAL BACKGROUND CHECK CERTIFICATION**

Potential contractors/vendors of Cecil County Public Schools are advised that the Maryland law requires certain child sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work and/or attend school. Section 11-722(c) of the Criminal Procedure Article of the *Annotated Code of Maryland* states, “[a] person who enters into a contract with a County Board of Education or a non-public school may not knowingly employ an individual to work at a school if the individual is a registrant. A person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding five years or a fine not exceeding \$5,000 or both”. If a child sex offender, sexually violent predator, or sex offender, as defined in the Criminal Law and Criminal Procedure Articles of the Annotated Code of Maryland, is employed by the Award Bidder, the Award Bidder is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any Cecil County Public Schools’ property, including the project property. Violation of this provision may result in immediate Termination for Cause.

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

Effective July 1, 2015, amendments to 6-113 of the Education Article of the Maryland Code further require that the Award Bidder, a Contractor or Subcontractor for a local school system 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, or pled guilty or nolo contendere to, a crime involving:

- a. 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.
- b. 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
- c. 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 a violation of 14-101 of the Criminal Law Article if committed Maryland, including: (1) abduction; (2) arson in the first degree; (3) kidnapping; (4) manslaughter, except involuntary manslaughter; (5) mayhem; (6) maiming; (7) murder; (8) rape; (9) robbery; (10) carjacking; (11) armed carjacking; (12) sexual offense in the first degree; (13) sexual offense in the second degree; (14) use of a handgun in the commission of a felony or other crime of violence; (15) child abuse in the first degree; (16) sexual abuse of a minor; (17) an attempt to commit any of the crimes described in items (1) through (16) of this list; (18) continuing course of conduct with a child under 3-315 of the Criminal Law Article; (19) assault in the first degree; (20) assault with intent to murder; (21) assault with intent to rape; (22) assault with intent to rob; (23) assault with intent to commit a sexual offense in the first degree; and (24) assault with intent to commit a sexual offense in the second degree.

**Also effective July 1, 2015, amendments to 5-561 of the Family Law Article of the Maryland Code mandate that each contractor and subcontractor will require that any individuals in its work-force must undergo a criminal background check if the individuals have direct unsupervised and uncontrolled access to children.**

It will be the responsibility of the contractor to obtain similar certification from all sub-contractors and material suppliers performing work or services on school system property, and to monitor adherence to this requirement. In the event that the Cecil County Public Schools recognize a registered sex offender has entered upon school system property in the performance of work for a contractor/vendor, such will be grounds for termination of the contract.

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, that no employee, subcontractor, subcontractor employee, or material supplier that is a registered sex offender, sexually violent predator / child sex offender or criminal offender as described above, will be allowed to enter onto the school system property at any time in the performance of the work or services for which the contract is awarded.

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Name (Printed) Title

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Authorized Signature Date

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Name of Company, Corporation or Firm

**REFERENCES**

List at least two (2) projects with school systems preferably, completed by your organization or you as a service provider in the last three (3) years. Should list at least one (1) Maryland reference if your firm is doing or has done business in Maryland in last 3 years. References--should include projects of similar scope and size for which your firm has provided similar services.

**Reference #1**

---

Brief Description of Project:

---

Organization's name:

\_\_\_\_\_  
Representative's Name      (\_\_\_\_) \_\_\_\_\_  
Representative's Phone #      (\_\_\_\_) \_\_\_\_\_  
Fax Number

**Reference #2**

---

Brief Description of Project:

---

Organization's name:

\_\_\_\_\_  
Representative's Name      (\_\_\_\_) \_\_\_\_\_  
Representative's Phone #      (\_\_\_\_) \_\_\_\_\_  
Fax Number

**Reference #3**

---

Brief Description of Project:

---

Organization's name:

\_\_\_\_\_  
Representative's Name      (\_\_\_\_) \_\_\_\_\_  
Representative's Phone #      (\_\_\_\_) \_\_\_\_\_  
Fax Number

---

**Authorized Signature                      Date                      Title**

**RFP# 25-01: Mindfulness Programming**

**NO BID STATEMENT**

We, the undersigned, have decided not to bid for the following reasons:

- \_\_\_\_\_ We do not handle products/services in this classification
- \_\_\_\_\_ Opening date does not allow sufficient time to complete bid/proposal response
- \_\_\_\_\_ Cannot supply at this time
- \_\_\_\_\_ Suitable but engaged in other work
- \_\_\_\_\_ Quantity too small
- \_\_\_\_\_ Cannot meet required delivery
- \_\_\_\_\_ Equivalent not presently available
- \_\_\_\_\_ Unable to meet specifications
- \_\_\_\_\_ Unable to meet insurance/bond requirements
- \_\_\_\_\_ Please remove our name from the vendor file only for the commodity/service listed above
- \_\_\_\_\_ Please remove our name from the School Board's entire vendor files
- \_\_\_\_\_ Other reasons or remarks

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

Company Address \_\_\_\_\_

Authorized Signature & Date \_\_\_\_\_

Print Name of Authorized \_\_\_\_\_

Email Address for Authorized Person \_\_\_\_\_

Telephone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

**CECIL COUNTY PUBLIC SCHOOLS  
201 Booth Street Elkton, MD 21921**

**PROPOSAL SIGNATURE FORM**

**RFP# 25-01: Mindfulness Programming**

The undersigned, having carefully examined the Contract Documents and all conditions affecting the work, and having received clarification of all items of doubt, and all addendums listed below, uncertainty or possible conflict, the undersigned hereby agrees to furnish and deliver to CCPS all supervision, software, hardware, services, supplies, equipment, licenses, etc., and other items necessary for the **RFP #25-01: Mindfulness Programming** as required in strict accordance with the contract documents and all applicable local, state and federal regulations. **Submit along with your proposal the CCPS documents listed below as follows:**

I/We attach the following items as indicated below by the Owner with an "X"

- \_\_\_\_\_ Technical Proposal (1 Original & 3 Paper Copies, 1 Redacted Copy on flash drive)
- \_\_\_\_\_ Price Proposal (1 Original & 1 Paper Copy, 1 Redacted Copy on flash drive)
- \_\_\_\_\_ Offer and Acceptance form
- \_\_\_\_\_ Anti-Bribery Affidavit
- \_\_\_\_\_ Certification Regarding Debarment
- \_\_\_\_\_ Non-Collusion Affidavit
- \_\_\_\_\_ Registered Sex Offender and Criminal Background Check Certification form
- \_\_\_\_\_ References form
- \_\_\_\_\_ No Bid Statement form
- \_\_\_\_\_ Proposal Signature Form
- \_\_\_\_\_ Affidavit of Compliance Educ. Article 6113.2

As the duly authorized representative of the Contractor to make this agreement on behalf of the Contractor for which I am acting, I hereby declare that I have carefully examined the documents. I have received clarification on all items upon which any doubt arose, understand that all these form a part of the contract, and agree to complete all work as required to the satisfaction of Cecil County Public Schools.

**Acknowledgement of Addenda**

I/We acknowledge receipt of the following Addenda (if issued):

Authorized Signature & Date \_\_\_\_\_

Addendum #2 \_\_\_\_\_ Addendum #3 \_\_\_\_\_ Addendum #4 \_\_\_\_\_

Addendum #1 \_\_\_\_\_

**\*Note: Bidder/Proposer must sign and submit Addenda with the proposal submission. The same person signing the Addenda acknowledgement(s) must sign the Bid/Proposal Form.**

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

\_\_\_\_\_  
Authorized Signature / Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name Printed / Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Representative Name & Email

**Cecil County Public Schools**  
**CONTRACT AFFIDAVIT**  
Child Sexual and Sexual Misconduct Prevention Compliance  
Education Article §6113.2

**A. AUTHORITY**

I HEREBY AFFIRM THAT:

I, (print name) \_\_\_\_\_ possess the legal authority to make this Affidavit on behalf of \_\_\_\_\_ (name of company) (the “Contractor”).

**B. SCREENING APPLICANTS FOR EMPLOYMENT UNDER AN CCPS CONTRACT**

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

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

1. Contact information of:

- The current employer
- All former school employers; and
- All former employers of the applicant in which the applicant was employed in a position involving direct contact with minors within the previous 10 years.

2. Written consent form signed by applicant to release all records relating to child sexual abuse or sexual misconduct.

3. A written statement of whether the applicant:

- Has been the subject of a child sexual abuse or sexual misconduct investigation by any employer, arbitrator, county board, state licensing agency, law enforcement agency, or child protective services agency, unless the investigation resulted in any of the findings listed in Section 6-113.2(B)(3)(i)(1-5), of the statute.
- Has ever been disciplined, discharged, nonrenewed, or asked to resign from employment, or has ever resigned from, or otherwise separated from, any employment while allegations of child sexual abuse or sexual misconduct were pending or were under investigation, or due to an adjudication or findings of child sexual abuse or sexual misconduct; or
- Has ever had a license, professional license, or certificate suspended, surrendered, or revoked while allegations of child sexual abuse or sexual misconduct were pending or under investigation, or due to an adjudication or findings of child sexual abuse or sexual misconduct.

Before hiring an applicant for a position involving direct contact with minors, including on Cecil County Public Schools (CCPS) projects, the Contractor shall:

1. Review an applicant’s employment history by contacting employers listed by the applicant and requesting dates of employment and answers to questions regarding child sexual abuse or sexual misconduct required by the statute; and

Vendor # \_\_\_\_\_

**Cecil County Public Schools**  
**CONTRACT AFFIDAVIT**

Child Sexual and Sexual Misconduct Prevention Compliance  
Education Article §6113.2

2. Request a report from the Maryland State Department of Education (MSDE) regarding the applicant's eligibility for employment or certification status to determine whether the applicant a) holds a valid and active certification appropriate for the position and is otherwise eligible for employment; and b) has been the subject of professional discipline related to child sexual abuse or sexual misconduct.

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

The Contractor shall conduct the employment history review of the applicant: 1) at the time of initial hiring of the employee; or 2) before the employee is assigned to work for a school entity in a position involving direct contact with minors.

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

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

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

In addition to any other remedies available under the Contract, the Contractor may be subject to action by WCPS, MSDE, or other applicable authority for any willful violation of the statute.

I FURTHER AFFIRM THAT:

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

Violations of any of these provisions may result in immediate adverse action against the Contractor, including without limitation, immediate termination for cause.

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

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

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

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



## MSDE Guidance for Md. Code, Educ. §6-113.2 Child Sexual Abuse and Sexual Misconduct Prevention

The Maryland State Department of Education (MSDE) offers this guidance to assist public and nonpublic schools and contracting agencies with implementing the provisions of Md. Code, Educ. §6-113.2 and Code of Maryland Regulations 13A.07.14. The guidance does not include all of the statute's requirements, nor does it constitute legal advice. Schools and contracting agencies should consult with their legal counsel in addressing the requirements of the statute.

### **GENERAL INFORMATION**

#### **1. What employers are covered by the law?**

A local board of education, nonpublic school, or contracting agency (defined as an entity that contracts with a county board or nonpublic school to provide a service to a school or the students of a school).

#### **2. When does the law take effect?**

July 1, 2019. Anyone who is an "applicant" for a position on or after July 1, 2019 is covered by the law. Employers do not need to follow the law's provisions for individuals who applied to positions prior to July 1, 2019. On July 1, 2021, the law was amended to allow for the hiring of emergent employees and the sharing of employment history reviews, in some instances.

#### **3. What does the law require of employers and applicants for employment?**

The law requires a county board, nonpublic school, or contracting agency to require an applicant for a position involving direct contact with minors to submit:

- 1) The contact information of the current employer, all former school employers, and all former employers of the applicant in which the applicant was employed in a position involving direct contact with minors within the previous 10 years;
- 2) A written consent form authorizing a current or former employer to release all records relating to child sexual abuse or sexual misconduct involving the applicant; and
- 3) A written statement of whether the applicant has:
  - a) been the subject of a child sexual abuse or sexual misconduct investigation by any employer, arbitrator, county board, state licensing agency, law enforcement agency, or child protective services agency (unless certain exceptions, detailed in the law, are met);
  - b) been disciplined, discharged, nonrenewed, or asked to resign from an employer, or has ever resigned or otherwise separated from employment while allegations of child sexual abuse or sexual misconduct were pending or were under investigation, or due to an adjudication or findings of child sexual abuse or sexual misconduct;



c) ever had a license or certificate suspended, surrendered, or revoked while allegations of child sexual abuse or sexual misconduct were pending or under investigation or due to an adjudication or findings of child sexual abuse or sexual misconduct.

#### **4. What does the law require of prospective employers?**

The law requires that a county board, nonpublic school, or contracting agency shall:

1) Review an applicant's employment history by contacting the current employer, all former school employers, and all former employers in which the applicant was employed in a position involving direct contact with minors within the previous 10 years to request dates of employment and answers to the questions posed to applicants in question #3 (above).

2) Request a report from the MSDE regarding whether the applicant holds an active and valid certificate and has ever been the subject of professional discipline related to child sexual abuse or sexual misconduct.

#### **5. What does the law require of those current and former employers specified in Education Article §6-113.2(b)(1)?**

Within 20 days of receiving a request from a prospective employer, a current or former employer shall send the information required in question #3 (above) using a form approved by the MSDE. A current or former employer may also be required to produce additional information on an applicant (see #14 below).

#### **6. Does the Criminal History Background Check required by Family Law Article cover this requirement?**

No. This is a separate requirement from the Criminal History Background Check (fingerprinting) requirements found in the Maryland Code, Family Law Article. You must continue to meet the criminal history record check requirements, as well as the requirements of this law. Items #3 and #4 on the MSDE Guidance document explain what an employer and applicant need to do beginning July 1, 2019 to meet the requirements of this law.

#### **7. What does direct contact with minors mean?**

Education Article § 6-113.2(a)(4) defines direct contact with minors as: "the care, supervision, guidance, or control of, or routine interaction with, a minor." Because every job position will be different, MSDE cannot provide blanket guidance about what constitutes direct contact with minors as part of someone's employment. There may be situations where one employee of a company has direct contact with minors, while another employee does not. In situations where it is unclear, we recommend obtaining as much information as possible from the employee about their job duties and responsibilities and consulting with your legal counsel to determine whether a previous or current employer should be included as part of the background review.

#### **8. Where can I find the employment history review form approved for use by the MSDE?**

A copy of the form can be found online at [www.marylandpublicschools.org](http://www.marylandpublicschools.org).

#### **9. When must a prospective employer request the background information?**

The law requires that a prospective employer review the applicant's employment history before hiring an applicant, unless the applicant is hired as an emergent employee.

**10. What is an emergent employee?**

Education Article § 6-113.2(a)(5) defines an emergent employee as: "an employee hired by a county board or nonpublic school without completing the employment history review required under this section."

**11. When can a county board or nonpublic school hire an applicant as an emergent employee?**

Pursuant to Education Article § 6-113.2(e)(1), applicants may be hired by a county board or nonpublic school as emergent employees pending the employment history review if:

- (1) The applicant has provided all required information and supporting documentation;
- (2) An employer has no knowledge of information that would disqualify the applicant from employment;
- (3) The applicant swears or affirms that the applicant is not disqualified from employment; and
- (4) The applicant is not authorized to work alone with minors unless the applicant either works in the immediate vicinity of a permanent employee, or is a school vehicle driver subject to audio and video monitoring and recording that is promptly reviewed by school administrators.

**12. Can a contracting agency hire emergent employees under Education Article § 6-113.2?**

No. The law specifies that county boards and nonpublic schools are authorized to hire emergent employees.

**13. For how long can a county board or nonpublic school employ an applicant as an emergent employee?**

Education Article § 6-113.2(e)(1) specifies that an applicant may be hired as an emergent employee for a period not to exceed 60 days pending the review of required information and records.

**14. Can a prospective employer hire an applicant despite an affirmative response to the child sexual abuse or sexual misconduct questions under Education Article § 6-113.2(b)(3)? If so, what actions must the prospective employer take to proceed with hiring the applicant?**

Yes. If a prospective employer decides to further consider an applicant for employment after learning that a current or former employer has provided an affirmative response to one of the questions listed in #3, the prospective employer shall request additional information, including all records related to child sexual abuse or sexual misconduct.

**15. How long does a current or former employer have to provide this additional information?**

The current or former employer must provide this additional information within 60 days to both the prospective employer and the applicant.

**16. What if the employment history review for an emergent employee reveals an affirmative response to the child sexual abuse or sexual misconduct questions under Education Article § 6-113.2(b)(3)?**

The prospective employer can choose to either rescind the offer of employment, or require the applicant to provide the information specified in question #14.

**17. Can a prospective employer continue an applicant's emergent employee status beyond 60 days if the employer is waiting for the additional information specified in question # 14?**

No.

**18. Can an employer request more information from an applicant than is required under the law?**

Yes. The law does not restrict a school or contracting agency from conducting further investigations of prospective employees or requesting applicants to provide additional background information.

**19. Do the background information review requirements apply to current employees?**

The requirements apply only to applicants for positions. Employers are not required to request background information on current employees. The law is silent on whether current employees who apply for new positions with the same employer where they would have direct contact with minors (thus becoming 'applicants' for a position) must complete the background information review. The MSDE encourages employers to apply the background information review requirements to all applicants for positions.

**20. If an employer has already completed a background information review on an employee, must the employer request that same information if the employee becomes an applicant for a new position?**

No. If a background information review has already been completed for all previous employers, there is no need to conduct a new one.

**21. What if a former employer is no longer in business?**

A prospective employer should document all attempts to reach the former employer. If the former employer is out of business and no records are available, the prospective employer should document this information in the employee's personnel file.

**22. Can an employer share an employment history review with another employer?**

There are two instances in which employers can share employment history reviews with other employers. First, the law allows a Maryland county board or nonpublic school to only share an employment history review with another Maryland county board or nonpublic school. Second, the law allows a Maryland contracting agency to only share an employment history review with another Maryland contracting agency.

**23. When can a prospective employer use an employment history review that has been completed by another current or former employer?**

Again, there are two instances in which prospective employers can use an employment history review that has been completed by another current or former employers. First, Maryland county boards or

nonpublic schools can only use an employment history review that has been completed by a current or former employer that is another Maryland county board or nonpublic school if the applicant swears or affirms that the completed employment history review includes all prior employment required to be reported and provides information about any subsequent employment.

Similarly, Maryland contracting agencies can only share an employment history review that has been completed by a current or former employer that is another Maryland contracting agency if the applicant swears or affirms that the completed employment history review includes all prior employment required to be reported and provides information about any subsequent employment.

**24. Can a prospective employer use an applicant's employment history review provided by an entity that did not currently or formerly employ the applicant?**

No. See Education Article § 6-113.2(g).

**25. Can a former or current employer provide an employment history review conducted between July 1, 2019 and June 30, 2021 to a prospective employer?**

It depends. The MSDE Employment History Review form published in July 2019, authorized the current or previous employer listed on the form to release the records pertaining to child abuse and sexual misconduct to the prospective employer listed on the form. The amended form, published in July 2021, modifies the authorization to include all Maryland county board and nonpublic schools if provided by a Maryland county board or nonpublic school or any Maryland contracting agency if provided by a Maryland contracting agency.

To share an employment history review with an entity that was not authorized to receive the review by the applicant, the prospective employer should obtain written consent from the applicant authorizing the release of those records.

**26. Do we need to seek a background history form from previous or current employers located in other states or other countries?**

Yes. The law requires a prospective employer review the applicant's employment history before hiring an applicant. The law is not limited to past or current employers located in Maryland. The MSDE recommends obtaining as much information as possible from the employee about the location and contact information for the out-of-state or out-of-country employer and consulting with your legal counsel in the process. Please remember that a prospective employer should document all attempts to reach the former or current employers, regardless of where they are located. A current or former employer shall not be held liable for failing to respond if the laws of the State or Country in which the employer is located prohibit the release of that information or disclosure is prohibited by a contract entered into on or before June 30, 2019.

**27. Information does not have to be reported if a law enforcement agency found that the allegations were "unfounded." What does that mean?**

Because law enforcement does not necessarily announce that allegations are "unfounded," prospective employers can consider the closing of an investigation to be the equivalent to "unfounded" charges.

**28. Information does not have to be reported if a child protective services agency “ruled out” the allegations. What if the agency screens them out without an investigation?**

This may be considered the equivalent of “ruled out” for purposes of the law.

**29. How does a prospective employer receive information about an employee’s “eligibility for employment or certification status” from the MSDE?**

The law requires the MSDE to indicate whether an applicant “holds a valid and active certification appropriate for the position and is otherwise eligible for employment.” The MSDE has information on whether an individual is certified in Maryland and in what areas, and whether there has ever been disciplinary action on a certificate, such as a suspension or revocation. It is ultimately up to the individual employer to determine whether to hire an employee based on the certification information provided by the MSDE.

For local school systems, the MSDE will make this information available through the Education Information System (EIS). Access can be granted, under certain conditions, to trained local school system staff. Nonpublic schools and contracting agencies may contact the MSDE directly to obtain this information for applicants. If an applicant has never held a certificate, the MSDE will indicate that information in its response. A form requesting this information is available on the MSDE website at [www.marylandpublicschools.org](http://www.marylandpublicschools.org).

**30. Should a prospective employer rely on the contact information for a current or former employer that has been provided by the applicant?**

Pursuant to Education Article § 6-113.2(c), prospective employers shall review an applicant’s history by contacting the employers provided by the applicant. Prospective employers should use due diligence to determine accurate contact information for the employers provided by the applicant that must be included in the employment history review. Prospective employers should also consider contacting the Human Resources department of an applicant’s current or former employers to ensure full compliance with the law.

**31. If an applicant worked in a Local School System, do I contact the principal of the school?**

No. In Maryland, a local school system is the employer. Therefore, you should contact the Human Resources Department of the local school system in the county in which the individual is or was employed. In other states, the employer may be the local district or the State Department of Education. It is the responsibility of prospective employers to contact the correct entity.

**32. Does the request for information about the applicant’s “certification status” only apply to applicants in certificated positions?**

No. The law does not limit these inquiries to people who are serving in certificated positions. If the position involves direct contact with minors, the employer would need to request the information from MSDE even if the person is not going to be in a certificated role. It is possible for a person applying to a non-certificated position to have previously served in a certificated role and had action taken against their certificate related to child sexual abuse or sexual misconduct. Please seek guidance from your legal counsel regarding who specifically on your staff would be included as “involving direct contact with minors.”

**33. Do we send the Request for Information on the Applicants Certification Status form before we make the offer of after?**

The law requires that a prospective employer review the applicant's employment history before hiring an applicant, unless the applicant is hired as an emergent employee.

**34. What must a prospective employer do if a current or former employer does not return the background information form? Can a prospective employer still hire the applicant?**

The law does not prohibit hiring an employee solely because a current or former employer has failed to report the background information requested. The prospective employer must, however, document each attempt to contact the current or former employer. MSDE recommends using multiple methods, if available, including regular mail, e-mail, phone, or fax, in an attempt to reach the employer. If, after three documented attempts, the current or former employer still has not responded, the prospective employer may hire the employee, but should note what information is missing from the employee's background. The prospective employer must also report the violation of the law to the MSDE for further action.

**35. Does the applicant information on page 2 of the background information form need to be completed before asking the current or former employer to complete their part?**

Yes, page 2 is to be completed by the applicant. The applicant's signature authorizes the employer named on the form to release the requested information, and any other information permitted by law, to the entity listed on the form and: (1) if the entity listed below is a county board or nonpublic school, to any other county board or nonpublic school; or (2) if the entity listed below is a contracting agency, to other contracting agencies.

**36. May a prospective employer begin training an applicant/prospective employee prior to receiving the answers to the background information review?**

Yes, but an applicant/prospective employee may not be hired until the prospective employer has either received answers to the questions from all current/former employers covered by the law, has completed the process described in #26, or has hired the applicant as an emergent employee.

**37. Are the employment history reviews required under this law considered to be public records?**

No. "Information and records about an applicant received by a county board, nonpublic school, or contracting agency" under Md. Code, Educ. §6-113.2 are not a public record for purposes of the Maryland Public Information Act (PIA).

**38. Can a former employer be held liable for disclosing information as part of an employment history review?**

No. A person acting in good faith may not be held liable for disclosing any information or records related to child sexual abuse or sexual misconduct about a current or former employee unless the person acts with actual malice or intentionally or recklessly disclosed false information. This immunity is in addition to any other immunities provided by law.

**39. How should a current or previous employer complete the employment history review document?**

The employment history review document should be filled out factually. If an individual did not work for you then you should indicate that on the form. Similarly, if your organization only maintains ten years of records or no longer has records concerning the specific employee, then you should provide that information on the form.

**40. Can a prospective employer use digital signatures or digital forms to comply with the law?**

Yes. Any system should be a secure and reliable form of receiving the background review information.

**41. Can a prospective employer charge an applicant for processing the background review forms?**

The law is silent in this regard and the MSDE has no position. It is up to individual employers to decide whether to charge a fee with the application.

**42. Can a prospective employer require an applicant to forward the forms to current and former employers?**

While the law is silent with regard to having an applicant forward the background information review forms to current or former employers, the law requires the prospective employer to contact the employers provided by the applicant; therefore it is recommended that the prospective employer provide the forms directly to the current or previous employer to ensure all of the required information is reviewed.

Should the prospective employer choose to have the applicant forward the employment history review forms to current and previous employers, the responses to the form should go directly to the prospective employer. Prospective employers should not accept completed forms from an applicant on behalf of current or former employers.

**43. Can the Employment History Review process be outsourced by a prospective employer?**

The law is silent in this regard and the MSDE does not have a position. Please remember that the law requires a prospective employer to review the applicant's employment history before hiring an applicant, unless the applicant is an emergent employee. Furthermore, employers must maintain a copy of the forms and all supporting documentation in the applicant's personnel file and are required to provide that documentation upon the request of the MSDE. Any contracting agencies that perform employment history background reviews on behalf of a prospective employer should be aware of the law's requirements.

**44. Where do I send the Request of Information on an Applicants Certification Status, MD. CODE, EDUC. §6-113.2 Employer Report, and the MD. CODE, EDUC. §6-113.2 Applicant report forms?**

Please send all forms to the following email: [61132submissions.msde@maryland.gov](mailto:61132submissions.msde@maryland.gov).

## NONPUBLIC SCHOOLS

### **45. What types of nonpublic schools must comply with the law?**

The law applies to all types of nonpublic schools in Maryland. The law does not distinguish between nonpublic schools that are MSDE-approved and those that are not.

### **46. Does the law apply to Early Childhood Centers, Licensed Child Care, or Nursery Schools?**

It depends. As questions #1 and #2 on the guidance document indicate, the law requires a county board, nonpublic school, or contracting agency (defined as an entity that contracts with a county board or nonpublic school to provide a service to a school or the students of a school) to require an applicant for a position involving direct contact with minors to submit specified documentation. If the program holds approval from the Office of Child Care to operate a nursery school or your program is registered as a church-exempt school with the MSDE, then this law would apply to your entity because you are an approved nonpublic school.

## CONTRACTING AGENCIES AND SUBSTITUTES

### **47. Does the law apply to substitutes?**

Yes. The law requires an employment history review of applicants for substitute positions involving direct contact with minors before the initial hiring of the substitute employee or placement on an approved substitute employee list, unless the substitute is hired as an emergent employee. The completion of an employment history review in one county does not relieve another county of also conducting an employment history review of a substitute. A contracting agency may perform the employment history review for a substitute employee and its review may be used by all prospective employers of a substitute.

### **48. Does the law apply to coaches?**

Coaches are not specifically named in the law, but if they are working for a public or non-public school or a contracting agency where they will have direct contact with minors (as is likely), they would be covered by the law. Prospective employers may consider coaches to be similar to substitutes and apply the substitute provisions to those individuals.

### **49. When does a contracting agency have to conduct an employment history review?**

A contracting agency shall conduct an employment history review at the time of initial hiring of, or contracting with, the employee/contractor or before the employee/contractor is assigned to work for a school entity in a position involving direct contact with minors. This means that an employee who was hired by a contractor prior to July 1, 2019 must still undergo an employment history review if they are assigned to a school entity on or after July 1, 2019.

### **50. How long is an employment history review conducted by a contracting agency valid?**

As long as the employee/contractor continues to be employed by, or is contracting with, the hiring contracting agency.

### **51. Must a contracting agency keep records in connection with the employment history review?**



Yes, a contracting agency must maintain a record of each employee's (or contractor's) employment history review and, on request of the school entity to which an employee/contractor is assigned, provide access to the contracting agency's records of that employee/contractor.

**52. Must a contracting agency inform a school entity of affirmative responses to questions posed in the employment history review?**

Yes. Before assigning any employee/contractor to work in a school entity in a position involving direct contact with minors, a contracting agency shall provide notice to the school entity of any affirmative responses.

**53. Can a school object to a contracting agency placing a specific employee at the school?**

Yes. The contracting agency must provide information about whether the employee/contractor has any history of child sexual abuse or sexual misconduct as discovered in the employment history review. Based on that information, a school may object to the assignment of a particular employee/contractor in a position involving direct contact with minors.

**54. Does this law apply to volunteers, interns, and guest speakers (paid or unpaid)?**

The law is silent in this regard. However, the law applies to an applicant for a position on or after July 1, 2019. The MSDE recommends discussing with your counsel the duties and role of each specific position to determine whether an intern, volunteer, or other individual would fall within the background check requirements of the law, particularly for those in roles involving direct contact with minors.

**55. Does Education Article § 6-113.2 apply to summer camps?**

It depends. As questions #1 and #2 on the guidance document indicate, the law requires a county board, nonpublic school, or contracting agency (defined as an entity that contracts with a county board or nonpublic school to provide a service to a school or the students of a school) to require an applicant for a position involving direct contact with minors to submit specified documentation. Important factors for consideration are: (1) who operates the summer camp and (2) who is the summer camp serving. Please seek guidance from your legal counsel to determine if the specific legal entity responsible for operating the camp is responsible for complying with this law.

**FAILURE TO COMPLY WITH THE LAW**

**56. What happens to an applicant who provides false information related to child sexual abuse or sexual misconduct?**

The individual may face professional discipline in the form of termination or denial of employment and may also face suspension, revocation, or denial of a professional license issued by the MSDE. Please see COMAR 13A.07.14.04E

**57. What happens to a current or former employer who does not provide the information and records required under the law?**

The current or former employer may face civil penalties or professional discipline for willful violations of the law's requirements. A current or former employer shall not be held liable for failing to respond if the

laws of the State in which the employer is located prohibit the release of that information or disclosure is prohibited by a contract entered into on or before June 30, 2019. The MSDE plans to initially send warning letters to current and former employers who are not complying with the law to make them aware of the law's requirements.

**58. What should a prospective employer do if it learns that an applicant has provided false information or encounters a current or former employer that refuses to respond to the background information form?**

The violation of the law should be reported to the MSDE along with all relevant documents or other information.

**59. What if an employer becomes aware that an employee provided false information after the employee has been hired or learns of pre-employment allegations of child abuse or sexual misconduct after hire?**

The employer may make any employment offer contingent on the results of the background information review and/or take whatever employment action it deems necessary. In addition, false information provided by an applicant or employee should be reported to the MSDE.



**MARYLAND STATE DEPARTMENT OF EDUCATION**

**REQUEST FOR INFORMATION ON AN APPLICANT'S CERTIFICATION STATUS**

On behalf of \_\_\_\_\_, I am requesting the certification status of the following applicant for a position, pursuant to Md. Code, Educ. §6-113.2:

Name of Applicant (include any prior names): \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Last Four Digits of Social Security Number: \_\_\_\_\_

Employer Requesting Information: \_\_\_\_\_

Employer Contact Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

.....  
(to be filled out by the Maryland State Department of Education)

The above-listed individual:

1. Holds or has held a Maryland Educator Certificate yes no;

2. Is the Maryland Educator Certificate active? yes no; If yes, complete the following:

Type: \_\_\_\_\_ Validity: \_\_\_\_\_

Area(s): \_\_\_\_\_

3. Has had a certificate suspended, revoked, or denied in Maryland for reasons of child abuse or sexual misconduct yes no

Action taken (suspension, revocation, denial): \_\_\_\_\_

Date of action: \_\_\_\_\_

Cause: \_\_\_\_\_

The individual has never held a Maryland Educator Certificate

\_\_\_\_\_  
Name of MSDE Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Nonpublic schools and contracting agencies should email this form to  
61132submissions.msde@maryland.gov.



## EMPLOYMENT HISTORY REVIEW FORM CHILD SEXUAL ABUSE AND SEXUAL MISCONDUCT

Pursuant to Section 6-113.2 of the Education Article, Annotated Code of Maryland

TO:

Name of Current or Former Employer:	Contact Person:	Title:	
Street Address:	City:	State:	Zip Code:
Telephone Number:	Fax Number:	E-Mail Address:	

**The Applicant named below is under consideration for a position with our entity. The State of Maryland requires that information must be obtained from current/former employers to ensure the safety of our students. The Applicant has reported previous employment with your entity. Please provide the information requested on this form within 20 calendar days as required by law to the prospective employer indicated at the bottom of the second page of this form. If you answer yes to any of these questions, you will need to provide additional information as requested by our entity.**

Applicant's Name (First, Middle, Last): \_\_\_\_\_  
Any former names: \_\_\_\_\_

**TO BE COMPLETED BY CURRENT OR FORMER EMPLOYER:**

Dates of Employment of Applicant: \_\_\_\_\_ to \_\_\_\_\_  
Positions Held by Applicant: \_\_\_\_\_

To the best of your knowledge, has the Applicant named on this form ever:

Been the subject of a child sexual abuse or sexual misconduct investigation by any school system employer (unless the investigation resulted in a finding by the school system, the board of education, or an arbitrator that the allegations lacked sufficient evidence according to the policies of the employer)?	YES <input type="checkbox"/> NO <input type="checkbox"/>
Been the subject of a child sexual abuse or sexual misconduct investigation by any non-school system employer (unless the investigation resulted in a finding that the allegations lacked sufficient evidence according to the policies of the employer)?	YES <input type="checkbox"/> NO <input type="checkbox"/>
Been the subject of a child sexual abuse or sexual misconduct investigation by any state licensing agency (unless the investigation resulted in a finding that the allegations lacked sufficient evidence according to state law or the policies of the school system or nonpublic school employer)?	YES <input type="checkbox"/> NO <input type="checkbox"/>
Been the subject of a child sexual abuse or sexual misconduct investigation by any law enforcement agency (unless the investigation was closed without charges or resulted in a finding that the allegations were unfounded)?	YES <input type="checkbox"/> NO <input type="checkbox"/>
Been the subject of a child sexual abuse or sexual misconduct investigation by any child protective services agency (unless the investigation resulted in a finding that the allegations were ruled out or the allegations were screened out by the agency)?	YES <input type="checkbox"/> NO <input type="checkbox"/>
Been disciplined, discharged, nonrenewed, or asked to resign from employment, or resigned from or otherwise separated from any employment while allegations of child sexual abuse or sexual misconduct were pending or were under investigation, or due to an adjudication or findings of child sexual abuse or misconduct?	YES <input type="checkbox"/> NO <input type="checkbox"/>
Had a license, professional license, or certification suspended, surrendered, or revoked while allegations of child sexual abuse or sexual misconduct were pending or under investigation, or due to an adjudication or findings of child abuse or sexual misconduct?	YES <input type="checkbox"/> NO <input type="checkbox"/>

I decline to answer because:  it is against the laws of my state;  I am restricted by a contract entered into before June 30, 2019.

Name of Employer Representative	Title
Signature of Employer Representative	Date
	Phone Number
	E-Mail Address

Under Maryland law, a person acting in good faith may not be held liable for disclosing any information or records related to child sexual abuse or sexual misconduct about a current or former employee's professional conduct or reason for termination of employment in accordance with the law unless the person acted with actual malice toward the employee or former employee or intentionally or recklessly disclosed false information about the employee or former employee. This immunity from liability shall be in addition to and not a limitation of any other immunity provided by law or any absolute or conditional privilege applicable to the disclosure of information or records or the Applicant's consent to the disclosure. **Willful failure to respond to or provide the information requested on this form may result in civil penalties or professional discipline.**

Applicant certification to be completed by the Applicant for the current employer, each former school employer, and each former employer where the Applicant was employed in a position involving direct contact with minors in the past 10 years, as defined by Maryland law:

Applicant's Name (First, Middle, Last):	If no current or former applicable employment, check here <input type="checkbox"/>
Any former names by which the Applicant has been identified:	
Date of Birth:	Last 4 Digits of Applicant's Social Security Number:
Approximate dates of employment with the entity listed above:	
Position(s) held with the entity:	

**TO BE COMPLETED BY THE APPLICANT:**

Have you ever:

Been the subject of a child sexual abuse or sexual misconduct investigation by any school system employer (unless the investigation resulted in a finding by the school system, the board of education, or an arbitrator that the allegations lacked sufficient evidence according to the policies of the employer)?	YES <input type="checkbox"/> NO <input type="checkbox"/>
Been the subject of a child sexual abuse or sexual misconduct investigation by any non-school system employer (unless the investigation resulted in a finding that the allegations lacked sufficient evidence according to the policies of the employer)?	YES <input type="checkbox"/> NO <input type="checkbox"/>
Been the subject of a child sexual abuse or sexual misconduct investigation by any state licensing agency (unless the investigation resulted in a finding that the allegations lacked sufficient evidence according to state law or the policies of the school system or nonpublic school employer)?	YES <input type="checkbox"/> NO <input type="checkbox"/>
Been the subject of a child sexual abuse or sexual misconduct investigation by any law enforcement agency (unless the investigation was closed without charges or resulted in a finding that the allegations were unfounded)?	YES <input type="checkbox"/> NO <input type="checkbox"/>
Been the subject of a child sexual abuse or sexual misconduct investigation by any child protective services agency (unless the investigation resulted in a finding that the allegations were ruled out or the allegations were screened out by the agency)?	YES <input type="checkbox"/> NO <input type="checkbox"/>
Been disciplined, discharged, nonrenewed, or asked to resign from employment, or resigned from or otherwise separated from any employment while allegations of child sexual abuse or sexual misconduct were pending or were under investigation, or due to an adjudication or findings of child sexual abuse or misconduct?	YES <input type="checkbox"/> NO <input type="checkbox"/>
Had a license, professional license, or certification suspended, surrendered, or revoked while allegations of child sexual abuse or sexual misconduct were pending or under investigation, or due to an adjudication or findings of child abuse or sexual misconduct?	YES <input type="checkbox"/> NO <input type="checkbox"/>

By signing this form, I understand that if I provide false information or willfully fail to disclose material information required by this form I will be subject to professional discipline up to and including termination and denial of employment, and any other criminal or civil penalties in accordance with state law and regulations. I hereby authorize the employer named on this form to release the requested information, and any other information permitted by law, to the entity listed below and: (1) if the entity listed below is a Maryland county board or nonpublic school, to any other Maryland county board or nonpublic school; or (2) if the entity listed below is a contracting agency, to other contracting agencies. I release, waive and discharge the employer identified on this form, the entity named below, and any additional entity with which this information is legally shared from any and all liability of any kind that may arise from the disclosure and use of the information provided on this form.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

Please return this form to:

School Entity/Contracting Agency:	Contact Person:	Title:
Street Address:	City, State, Zip Code:	
Phone Number:	Fax Number:	E-Mail Address:

[EMPLOYER USE ONLY] -- Date Form Received: \_\_\_\_\_ Received by: \_\_\_\_\_



**MARYLAND STATE DEPARTMENT OF EDUCATION**

**MD. CODE, EDUC. §6-113.2 EMPLOYER REPORT**

Pursuant to Md. Code, Educ. 6-113.2, I am reporting a current or former employer that has not responded to our request for information on the employment background of an applicant for a position, or has declined to provide information for a reason other than it is against the laws of the state in which the employer is located, or disclosure is restricted by the terms of a contract entered into before June 30, 2019.

Name of Current/Former Employer: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

We have used due diligence to determine the accuracy of the contact information.

We have made the following attempts to contact the above-named employer (please list all attempted contacts, dates, means used to contact the current or former employer, and any response):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please include/attach any supporting documentation or other information relevant to this report to include a copy of the Employee History Review Form sent.

\_\_\_\_\_  
\_\_\_\_\_

Individual Making Report: \_\_\_\_\_

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

Employer: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Please email this form and applicable supporting documentation to [61132submissions.msde@maryland.gov](mailto:61132submissions.msde@maryland.gov) or fax to 410-333-8963.