



CECIL COUNTY PUBLIC SCHOOLS PURCHASING DEPARTMENT

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

phone: 410.996.5429 • fax: 410.996.1081 • www.ccps.org

Jeffrey A Lawson, Ed.D
Superintendent of Schools

Diana B. Hawley
President, Board of Education

NOTICE TO PROPOSERS

The Cecil County Public Schools is seeking sealed proposals for the following until the time and date indicated.

CCPS RFP# 25-05: Transportation Routing Software **Due: December 12, 2024, 2:00 PM (ET), Local Time**

Sealed proposals for all labor, materials and services, etc. necessary for the Cecil County Public Schools **CCPS RFP# 25-05: Transportation Routing Software** will be received at the Purchasing Department, Cecil County Public Schools, until **December 12, 2024, at 2:00 PM (ET), Local Time**, at which time they will be publicly opened and read aloud. All bids must be submitted in a sealed envelope addressed to Cecil County Public Schools, Attention: Purchasing Department, 201 Booth Street, Elkton, Maryland 21921. The envelope must be identified and endorsed on its face with the name of the person, firm or corporation making the proposal and plainly marked **CCPS RFP# 25-05: Transportation Routing Software – Due December 12, 2024 – 2:00 PM**. Cecil County Public Schools will not be responsible for the premature opening of a bid not properly addressed and identified. Should the Central Office close due to an unexpected circumstance, the Bid opening will be on the next scheduled business day for CCPS Offices, December 13, 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, for details on closings and up-to-date schedule.

INTENT: It is the intent of this RFP to solicit sealed proposals from qualified companies to provision, implement, and support Transportation Routing Software, and provide expert technical support, and staff training for the application(s), including a minimum of five (5) years of maintenance services and support at the performance level described herein. The Transportation Routing Software must be in place for a trial period, which includes training and concurrent operation, by April 1, 2025, and must be fully operational by July 1, 2025.

Certified Minority Business Enterprises are encouraged to respond to this solicitation notice.

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

Copies of the document should be obtained from <https://www.ccps.org/Page/458> or by contacting 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 as well as the Board Award. Information and documents may be posted on the due date of the solicitation.

Questions regarding this Request for Proposal must be received by email only by Noon (ET), November 15, 2024, to Daniela Dunlap, Purchasing Agent, at procurement@ccps.org. An acknowledgement of receipt of the e-mail will be sent by return e-mail to the sender.

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
201 Booth Street, Elkton, Maryland 21921**

RFP #25-05: TRANSPORTATION ROUTING SOFTWARE

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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. 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*** 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) 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 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 Breaches: Vendor shall notify Board of Education in writing as soon as commercially practicable, however no later than seventy-two (72) hours, after Vendor has either actual or constructive knowledge of a breach which affects the confidentiality, integrity, and/or availability of CLIENT's Data (an "Incident") unless it is determined by law enforcement that such notification would impede or delay their investigation. Vendor shall have actual or constructive knowledge of an Incident if Vendor actually knows there has been an Incident or if Vendor has reasonable basis in facts or circumstances, whether acts or omissions, for its belief that an Incident has occurred. The notification required by this

section shall be made as soon as commercially practicable after the law enforcement agency determines that notification will not impede or compromise the investigation. Vendor shall cooperate with law enforcement in accordance with applicable law provided however, that such cooperation shall not result in or cause an undue delay to remediation of the Incident. Vendor shall promptly take appropriate action to mitigate such risk or potential problem at Vendor's expense. In the event of an Incident, Vendor shall, at its sole cost and expense, restore the PII and any other Confidential Information, to as close its original state as practical, including, without limitation any and all CLIENT DATA, and institute appropriate measures to prevent any recurrence of the problem as soon as is commercially practicable.

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.

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 must 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 their own expense all of the insurance as required hereunder and such insurance has been approved by the Owner; nor must the contractor allow any subcontractor to commence work on their 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 workers 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 must 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 must 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 or approval of any insurance by the Owner must be construed as relieving or excusing the contractor, or the surety, or their 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 workers 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 contractor fail to provide acceptable evidence of current insurance within seven days of written notice at any time during the contract term, the Owner must have the absolute right to terminate the contract without any further obligation to the contractor, and the contractor must 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 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 SPECIFICATIONS GENERAL INFORMATION

A. Intent

It is the intent of this RFP to solicit sealed proposals from qualified companies to provision, implement, and support Transportation Routing Software, and provide expert technical support, and staff training for the application(s), including a minimum of five (5) years of maintenance services and support at the performance level described herein. The Transportation Routing Software must be in place for a trial period, which includes training and concurrent operation, by April 1, 2025, and must be fully operational by July 1, 2025.

The software must be able to integrate with the current GPS monitoring system CalAmp, as well as either have a robust parent application or successfully integrate the current parent application WheresTheBus.

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. Background:

Cecil County Public Schools is responsible for the safe and secure transport of approximately 14,940 students to their educational facilities. These facilities include 30 schools, 2 administrative buildings within Cecil County, as well as other alternative school locations. Some transportation needs extend outside of Cecil County. CCPS provides multiple shuttle busses from and to all High Schools (multiple shuttle busses per school) to the Cecil County School of Technology. Additionally, buses also provide transportation for summer school, field trips, and other community activities year-round. CCPS has an early dismissal for Elementary Schools on Wednesdays at 1:45 pm.

The current fleet consists of:

167 Vehicles which include, Buses as well as alternative transportation vehicles (Taxis & ASV). Bus runs can be combined trips AM and PM, Twilight, Mid Day, and Shuttles.

Data sources include cadastral data from the Cecil County Government Office of Planning and Zoning and student demographic information from the CCPS PowerSchool student information system. Due to inaccuracies in locally maintained street network data, the routing solution must use commercial-based electronic navigable maps.

D. 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 response to this document. RFP Offerors must not contact any CCPS personnel other than the Purchasing Agent, either in writing or verbally, during the period beginning with the issuance of this RFP through approval of the award. Any attempt by a supplier/proposer to influence a member or members of the aforementioned may be grounds to disqualify the proposal for 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.

E. Proposal Submission

Submit and deliver to the Cecil County Public Schools Purchasing Department, 201 Booth Street, Elkton, Maryland 21921, no later than December 12, 2024, at 2:00 pm, ET, local time:

Technical Proposal - One (1) original and five (5) printed copies. One (1) digital format (pdf) copy only on a Flash Drive (may be on same flash drive as Redacted Technical Proposal but must be clearly identified as Technical Proposal).

Redacted Technical Proposal - One (1) digital format (pdf) copy only on a Flash Drive clearly identified.

Price Proposal - One (1) original printed copy and five (5) printed copies. One (1) digital format (pdf) copy on a Flash Drive (may be on same flash drive as Redacted Technical Proposal but must be clearly identified as cost proposal).

All proposal types must be submitted at the same proposal due date and time.

No faxes or electronic submission of proposals will be accepted.

All submittals must be clearly and prominently marked 'Technical Proposal', 'Redacted Technical Proposal', and 'Price Proposal', as a separate document, each in a sealed envelope within a mailing or delivery service container, 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 Agent. 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.

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.

Proposals must be signed by an official having the authority to contract with CCPS. The firm and the official's name must be used in the contract process.

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 will 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 CD or 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.

Content and Order of Proposal Submission:

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.
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.
6. Provide specifications for any hardware necessary to support software packages and desktop users.

TAB B. CAPACITY OF COMPANY

1. Explain your contingency plan for meeting increased staffing demands or supply shortages of available labor to meet these software services requirements.
2. A statement explaining why your firm is uniquely qualified to service Cecil County Public Schools and how the proposer will measure program success.
3. Contractor must list three (3) 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.
4. Contractor is required to provide sufficient evidence to prove financial solvency. Evidence may include a recent financial report audited by an independent accounting firm, a qualifying Dun & Bradstreet Report and rating, a letter from your primary financial institution or other appropriate independently derived document(s). CCPS reserves the right to request additional pertinent information as needed.

TAB C. PERFORMANCE WORK STATEMENT

The Technical Proposal must reflect the highest standards and best practices of the submitting proposer. Please review the Performance of Work Statement in the next section as the response must include the Performance Work Statement proposed information and solution.

F. Proposal Acceptance

Proposal, including cost, must remain valid for a period of not less than one hundred twenty (120) 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)

Issue RFP on or around October 17, 2024

Deadline for receipt of questions via email November 15, 2024 by 12:00 PM, ET

Issue Addendum/s (If Required) on or before November 20, 2024 by 4:00 PM, ET

Proposal Due Date December 12, 2024 at 2:00 PM, local time (Carver Ctr.)

Finalist firms notified on or before December 19, 2024 by 3:00 PM, ET

Finalist firms interviewed (if necessary) between January 13-17, 2025 (Admin. Service Ctr.)

Negotiation of Best & Final Offer (if necessary) January 24, 2025

Approval-Board of Education February 12, 2025

PO Issue / Contract Effective Date February 13, 2025

CCPS Staff Training and Set Up to run parallel to current system no later than April 1, 2025

Go live July 1, 2025

H. Points of Contact

Daniela Dunlap, Purchasing Agent, phone: 410-996-5429, 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.

Chip Helm Ed. D., Director of Transportation Supervisor, phone: 410-287-4656, will be the Project Manager providing technical direction following the award to the successful Offeror. Prospective Offerors and interested parties must not contact the Project Manager prior to the receipt of the Award of Contract notification from CCPS. Dr. Helm may contact Offeror's directly as needed during the Evaluation phase of the solicitation process.

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 workers 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 Period:

The initial term of the contract will be for one (1) year following the contract award date. The contract may be renewed annually for Maintenance and Support for a period of five (5) additional one (1) year periods. The annual renewal cost is based upon the annual maintenance, software

updates and service price negotiation as determined at time of contract award pending satisfactory contractor performance and availability of funds. This is a total of six (6) years.

M. 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 / CFO will decide the issue and provide a written response to the Contractor. The decision of the Supervisor of Purchasing / CFO 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 Purchasing Agent. 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.

N. Billing and Payment

Invoices must be submitted to the Supervisor of Transportation, Mr. Gregg Tulowitzky, transportationoffice@ccps.org, phone: 410-287-4656, Transportation Department, located at 900 North East Road, North East, Maryland, 21901. Contract/RFP number must appear on the invoices and indicate the work completed and the milestone achieved. Invoice terms are 30 days net of invoice date. Authorization of invoice payments is determined by the Project Manager or his designee.

- a. Installation and Set Up of system software is completed – 30%.
- b. Staff Training is completed – 15%.
- c. Routes are converted to new application. Implementation completion and verification of routing data as determined by CCPS, with software application system(s) fully functional and ready for its intended use – 45%.
- d. Retainage of 10% is billable at end of first contract period.
- e. Annual maintenance fee renewal invoices are to be scheduled.

O. 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.

P. 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.

Q. To be returned with the Proposal submittal: The following must be returned as an offer complete with original authorized signatures, One (1) original Proposal and five (5) paper copies.

- Technical Proposal (1 Original & 5 Paper Copies, 1 Redacted Copy on Flash Drive)
- Price Proposal (1 Original & 5 Paper Copies, 1 [Redacted] Copy on Flash Drive)
- Offer and Acceptance form
- Anti-Bribery Affidavit
- Plan for Utilization of Minority (If available)
- Certification Regarding Debarment
- Non-Collusion Affidavit
- References
- Registered Sex Offender Certification and Criminal Background Check
- Proposal Signature Form

END OF SECTION

PERFORMANCE WORK STATEMENT

SCOPE OF SERVICES

CCPS seeks the services of a qualified Proposer to supply, install, and implement a Bus Routing Geographical Information Software (GIS) System and Support for the Department of Transportation. CCPS will obtain an Arcview based geospatial analysis tool from a specific Cecil County agency to perform statistical analysis and perform school transportation routing using the CCPS PowerSchool student information system. CCPS will continue to use this application or a similar tool into the future. Data sources include cadastral data from the Cecil County Government Office of Planning and Zoning, student demographic information from the CCPS PowerSchool student information system. Due to inaccuracies in locally maintained street network data, the routing solution should be capable of using commercial base electronic navigable maps.

1. Scope

This document describes the requirements of a system that will provide seamless geographic information system data analysis, reporting, and support for a bus routing software which utilizes existing and future base mapping layers. This document also contains the functional (not technical) requirements for commercially off-the-shelf Transportation Routing Software. It is the desire to implement a system that is integrated with and/or utilizes data and processes that currently exist in the CCPS Student Information System software – PowerSchool. These requirements are not intended to exclude/include specific vendors based on proprietary routing features, algorithms or underlying technologies. Technical requirements (including infrastructure/hardware, software architecture, etc.) must be addressed in a separate exhibit. Infrastructure requirements are in-kind dependent upon the proposed solution.

2. General Requirements/Features

The software should provide a comprehensive school bus routing system to include:

- Creating safe bus stops and efficient routes for regular and special education students. Allowing for students to have multiple pick-up and drop-off addresses as well as transportation to other schools in the county outside of their feeder school.
- Identifying the location of students.
- Providing metadata regarding students assigned to stops and routes.
- Display of school attendance area boundaries
- Organizing up-to-date information on bus drivers, bus attendants, and school bus vehicles.
- Utilize individual student data to facilitate the bus routing process; such as location, direction students must walk, etc.
- Calculate stop times and school arrival times.
- Provide printable turn-by-turn route descriptions for each bus driver's route.
- The Software interface must be "user-friendly", easy to navigate, and minimize the need to know technical terms.

3 Data Management

- Provide an agreeable method whereby PowerSchool enrollment transactions will update the daily transportation routing data store.
- System has an "easy" process of dealing with breaks in the centerline street map.
- Accommodate boundaries between attendance areas which are defined by street centerline.
- Permit user edits to computed boundaries.
- Provide mapping technology that will allow scaling (zooming in and out).

- Encodes transportation data, such as one-way streets, travel speeds, no travel roads, etc.
- No routing process will allow a route to proceed on any street in such a way to violate these underlying transportation data.
- User must be able to add or modify street addresses / house numbers in the system as well as accodate new streets (i.e., housing developments, etc.) not yet available on commercial map.
- Ability to geocode students based on street address using data imported from the student information system (student's home address). Geocoding is performed automatically by the software. Manual geocoding override is required to resolve conflicts / exceptions. Resolutions are stored (learned by the software) for use in future data imports.
- Ability to populate employee / contractor table(s) via import of delimited data as well as the ability to add user-defined fields to both student and employee data.
- Exclude students from computed bus route based on attendance area (residence building) if student is coded as a "boundary exception" or if residence building <not equal to> enrollment building. This information is imported from the student information system.
- Based on the student location on the map, automatically determine the appropriate school boundary based on the entered boundaries and student grade and academic programs.
- Provide the ability to manually override any computed bus stop assignment.
- Provide the ability to maintain the student home address along with alternate pick- up and/or drop-off address. These alternate addresses might be required to be different for each day of the week. System must maintain historical data for student demographics and bus stop information.
- Manual or batch entry of the student(s) automatically determines the appropriate school of residence, based on the student's address and district school boundaries.
- Provide the ability to maintain the student information relative to a student having an alternative form of transportation on one or more days of the week, i.e. parent drop off.
- Provide the ability to assign sets of students to shuttle routes and to assign sets of students to a different bell time on a specific day (i.e. all students at a school have an early out every Wednesday).
- Stores the school or schools the child attends, including days or even same day, on which the student may attend a different school. This information is imported from the student information system.
- Stores a photograph of the student and allows it to be printed with name by bus route / stop. This information is imported from the student information system.
- Stores emergency contacts with relationship to the student and contact phone number. This information is imported from the student information system.
- Stores both the school of attendance (enrollment building) and the school of residence (residence building). This information is imported from the student information system.
- Stores notes for each student that may be entered in paragraph format.
- "Next year routing": system must be capable of supporting both a current school year – and- a "next school year" to permit personnel the ability to work on next year's routes without altering current year routes. Alternate routes must be able to be run concurrently for example for Summer School while building routes for the following school year. Must have the ability to run test routes in a test client "sandbox" without the assistance from the vendor.
- Stores the special equipment needs of the student, allowing for multiple requirements (i.e. wheelchair and air conditioning).
- Stores student-specific extra loading time to be added to a route for this student (i.e. an ambulatory student who walks very slowly). This time should be added to the route time automatically when the student is placed on the route, and appropriately removed if the student is no longer on the route.

- When a new student is added to an existing route, the system will automatically indicate if there is a conflict between the student's equipment needs and the equipment available on the currently assigned bus.

4. Reporting Dashboard

All data shall be accessible by users through a web-based system and must enable users to construct queries, reports, charts, and graphs with minimal training.

Reports must be able to produce metrics related to productivity / efficiency / compliance.

General report attributes include but are not limited to the date printed, page numbering, and name of user who created the report, as well as the ability to create Ad hoc reports to filter/select by date range, school building, route, student, etc.

Reports must have the ability to save output as *pdf and Microsoft Office compatible formats and must be able to be printed and emailed from within the application.

Reports – provided in the package (canned not custom)

- Students not located (geocoded) to a map
- Students not assigned transportation
- Routes which exceed trip time threshold
- Routes which exceed load threshold
- Vehicles with special equipment
- Students requiring shuttle transportation
- Turn-by-Turn routes and stops
- Deadhead times and distances
- Loaded times and distances
- Cost analysis of routes
- Employee listing
- Demographics (name, address, etc.)
- By assignment (building, vehicle)
- By certification / endorsement
- Student listing
- By building
- By route
- By stop

Mail merge ability: Generate letters, labels, bus passes, etc. using Microsoft Office

5. What-If Analysis

- a. Changes in bell times and effect on routes / schedules
- b. Changes in school boundaries and effect on routes
- c. Road closures or restrictions and effect on routes
- d. Bus availability and effect on routes
- e. Transportation cost (dollar) impacts based on attribute changes (fuel cost, etc.)

6. Student Safety

- a. Identify the potential location of students (home, bus stop, route, school building)
- b. The direction students come from as they walk to the bus stop
- c. The number of students assigned to a bus
- d. Assign students to stops {override}
- e. Define building attendance area specific walking zones
- f. Permit exclusion / inclusion of specific streets; zone not solely based upon a perimeter distance

- g. Code specific roadways for walking hazards
- h. Prevent assignment of student to bus stop if walking requires hazardous road crossing, lack of sidewalks, etc.
- i. Store inventory of grade levels / programs / etc. which require curb-to-curb stops (i.e., Special Needs)
- j. Code specific students for curb-to-curb stops and / or special accommodations.
- k. Identify location(s) of registered sex offenders / predators {show on map} to include offender's name and nature of offense

7. School Locator and Bus Route Information

- a. Web browser based interactive map tool
- b. Search for any of District school by specific address, by school name and by (magnet) program name
- c. Display of school boundaries for elementary, middle and high schools
- d. Display of school location for elementary, middle and high schools selected by the search
- e. Display appropriate school attendance areas based on (entered) home address of user
- f. Ability to link the school website from the point displayed on the map
- g. Search for the closest bus stop to the address entered (taking in consideration hazards, walking zones, and student safety)
- h. Display of the corresponding bus route based on the bus stop search

8. Installation, Customer Support and Training

- a. The vendor will provide the required amount of onsite training on all aspects of the bus routing software to ensure all staff members are fully trained as part of their proposal. This will include at minimum 1 onsite training session. A schedule for initial training and supplemental days should be addressed in the proposal.
- b. Training materials and user manuals must be supplied as part of this proposal.
- c. The system must be fully working with all system parameters. It is the installing contractors' responsibility to ensure that all the necessary information is obtained before training on the system.
- d. The cost of travel and expenses for the trainer must be included in the base price of the proposal.
- e. Provide timely, no-charge, unlimited telephone support.
- f. Customer service calls will be returned within two (2) hours.
- g. Technical Support contacts will be provided to CCPS.
- h. Provide extended hour support during the weeks before and after school startup (July 1st through September 15th of each year) or during a scheduled redistricting effort.
- i. Ability to communicate with CCPS via Zoom for screen sharing.
- j. Supply upgrades to the purchased software at no additional charge, including all future feature releases and bug fix releases for all licenses and products purchased.

9. Maintenance

Proposals should identify the maintenance and support services provided and schedules for annual software updates and tasks required.

10. Technical Requirements

System Requirements

- a. Prefer a fully web-based solution run in a Software-as-a-Service (SaaS) model, with little-to-no customer-owned hardware.
- b. Fully secured with integration to Microsoft Active Directory and/or Microsoft Azure.
- c. Requires a hot secondary backup site for 24/7 access.
- d. Messaging integration through Google SMTP.

User Requirements

Must be accessible via modern web browsers like Chrome, Edge, and Firefox.

Mobile clients for iOS and Android, accessible through web-based platforms or dedicated mobile apps.

Preferred HTML5 environment with minimal reliance on client-side Java.

Data Integration Requirements

Must support data integration with our Student Information System (SIS), PowerSchool, through the PowerSchool Application Programming Interface (API) or using a secure (sFTP) data exchange to facilitate daily data updates for routing to and from our SIS. This includes daily updates from our SIS to capture student enrollment changes and daily routing updates (bus assignments, times, locations, etc.) from the routing system to be imported into our SIS to capture new routing assignments.

END OF SECTION

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. This is a two-step evaluation process. Technical Proposals and Price Proposals must be submitted separately and labeled accordingly.

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 as well as request additional information about or clarification of any proposals submitted. 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.

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. These finalist firms will be invited to participate in an onsite demonstration and presentation.

In-person and onsite interviews are required to demonstrate the software capabilities using a case study as identified by CCPS. Proposer must be available in the week of January 13-17, 2025 to schedule the demonstration at the CCPS Administration Service Center building, located at 900 North East Road, North East, MD 21901.

It is CCPS' intent to award the contract to the firm 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 products and services in accordance with the Performance Work Statement as described in this RFP.
- c) Vendor's stability, experience, and record of past performance in delivering similar scope services.

d) Total cost of ownership as indicated in the Price Proposal.

Evaluation Criteria – Technical Proposal + Price Proposal = Maximum of 150 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 100 points. The maximum total score for price proposals is 50 points. The Technical Proposal evaluations of the Selection Committee will be based upon the following criteria using whole numbers:

TAB A SCOPE RESPONSE AND UNDERSTANDING 5 points

TAB B CAPACITY OF COMPANY 25 points

TAB C PERFORMANCE WORK STATEMENT 70 points

Technical Proposal maximum points: 100

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 and are required to demonstrate their software functionality and attributes as well as elaborate on the contractor's management and implementation plan details for the project.

Price Proposal Criteria: The Price Proposal evaluations of the Selection Committee will be based upon the following criteria: All intellectual property, software and/or user licenses, hourly labor rates, hours of services provided, equipment and materials required including shipping costs, all related charges and incidental charges must be included in the price proposal. A total price will be submitted for the entire project, categorized by three project segments Software, Services and annual Maintenance fees for the time period as required by CCPS. Special pricing, increases/decreases in rates must be clearly explained. The price proposal must be all inclusive and will be the point of reference for any billing or invoices submitted.

Price proposal calculation: Short-listed company with the lowest total price for software, services and five (5) annual maintenance periods will receive fifty (50) points. Each other short-listed company will be assigned price points (out of 50) proportionately based upon the lowest price offered. (i.e. Firm #1 – Lowest total price is \$100,000; fifty (50) points assigned. Firm #2 - Second lowest total price is \$150,000. It is divided by \$100,000 for a result of 67% (round up and round down). This equates to 33.5 points assigned.

Price Proposal Maximum Points: 50 points

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. Short-listed firms will be requested to make an onsite demonstration which will include a question and answer session and a case study may be asked to be solved. CCPS may interview and request presentations by more than one respondent firm. This presentation may affect the respondent firm's total technical score.

3. The technical scoring will be added to the price scoring to arrive at a total point score. Price scoring will be based on the initial (1) one-year contract plus the five (5) renewal years total (six <6> years total) submitted in the Price Proposal.

4. Firm(s) receiving the highest score will be notified for price negotiations and finalization of a contract agreement. Scores are in whole numbers with standard rounding up or down. No decimals or fractional numbers will be used.

5. Cecil County Public Schools reserves the right to terminate price negotiations when, in its judgment, negotiations are unsuccessful. When negotiations are determined to be unsuccessful by Cecil County Public Schools, CCPS reserves the right to award negotiating rights under the same terms to the next highest scoring respondent.

6. Upon approval by Cecil County Board of Education, award will be made and the successful respondent firm will be required to enter into a contract with CCPS. The contract 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. The successful respondent firm will also be required to sign the **CCPS Data Sharing Agreement (Exhibit A) and provide evidence of SOC 2 certification.**

7. All unsuccessful respondents will be so notified and may request a debriefing meeting concerning the selection process. The debriefing will occur after contract award.

Quality Assurance / Contract Monitoring:

Due to the critical nature of the services provided it is essential that the Contractor provide quality services that conforms to and meets performance indicators stated herein. Performance evaluations with the contractor will be conducted as needed by the Project Manager or his designee.

END OF SECTION

OFFER AND ACCEPTANCE FORM

Board of Education of Cecil County (Cecil County Public Schools)
201 Booth Street
Elkton, MD 21921

Gentlemen and Ladies:

We have examined and understand the Instructions, Terms and Conditions for providing the products and services as described in **RFP 25-05: Transportation Routing Software** and our proposal submittal, including, but not limited to, all addenda and related documents related to the final agreement.

I/We agree to furnish the product and services from which our proposal is accepted, in compliance with the terms, Instructions, and Conditions, at the price and rates set on the attached Bid/Proposal (Pricing) Form.

Proposals are an irrevocable offer for 120 days after the proposal opening time and date.

COMPANY

ADDRESS

Date

Authorized Signature

Telephone Number

Printed Name of Official

Fax Number

Title of Official

Taxpayer ID. Number

eMMA Vendor ID# (formerly e-Maryland Marketplace)

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 must 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 BIDDER

_____ 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 _____, 20____.

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

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

This certification is required by the regulation implementing Executive Order 12549. Debarment and Suspension 34 CFR Part 85. Section 85.510, Participants' responsibilities. The Regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

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 or 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.

Name and Title of Authorized Representative

Signature

Date

INSTRUCTION FOR DEBARMENT CERTIFICATION

1. By signing and submitting this proposal, the perspective 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 perspective lower tier participant knowingly entered 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.
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 perspective 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 meaning 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 perspective 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 perspective lower tier participant 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 transaction and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely on 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 transaction covered under paragraph 5 of these instructions, of a participant in a covered transaction knowingly entered 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 debarment.

NON COLLUSION AFFIDAVIT

STATE OF _____ :s.s. COUNTY OF _____ :

I state that I am _____ of _____
(Title) (Name of my 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.

I state that:

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

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

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

(4) The bid 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 noncompetitive bid.

(5) _____, its affiliates, subsidiaries, officers, directors
(Name of my 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 bidding on any public contract, except as follows:

I state that _____ understands and acknowledges that the
above representatives (Name of my firm)
are material and important and will be relied on by CECIL COUNTY PUBLIC SCHOOLS in awarding the contract(s) for which this bid is submitted.

I understand, and my firm understands, that any misstatement in this affidavit is, and must be, treated as fraudulent concealment from CECIL COUNTY PUBLIC SCHOOLS of the true facts relating to the submission of bids of this contract.

(Name and company position)

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 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 must 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 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.

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.

Name (Printed)	Title
Authorized Signature	Date
Name of Company, Corporation or Firm	

REFERENCES

List three (3) entities (preferably local school districts, other government or educational agencies, or services of a similar nature) where your firm has fulfilled a contract in the last eighteen (18) months for **TRANSPORTATION ROUTING SOFTWARE** or services of similar scope and size. One reference may be with CCPS.

Reference #1

Brief Description of Organization:

Organization's name:

_____	(____)_____	(____)_____
Representative's Name	Representative's Phone #	Fax Number

Reference #2

Brief Description of Organization:

Organization's name:

_____	(____)_____	(____)_____
Representative's Name	Representative's Phone #	Fax Number

Reference #3

Brief Description of Organization:

Organization's name:

_____	(____)_____	(____)_____
Representative's Name	Representative's Phone #	Fax Number

(Signature)

(Date)

RFP# 25-05: TRANSPORTATION ROUTING SOFTWARE

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**

RFP #25-05: TRANSPORTATION ROUTING SOFTWARE

BID FORM

The undersigned, having carefully examined the Contract Documents, having visited the site and examined 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 all plant, labor, materials, supplies, equipment, tools, transportation, permits, services and other facilities necessary for the **RFP #25-05: Transportation Routing Software** 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 & 5 Paper Copies, 1 Redacted Copy on Flash Drive)
- Price Proposal (1 Original & 5 Paper Copies, 1 [Redacted] Copy on Flash Drive)
- Offer and Acceptance form
- Anti-Bribery Affidavit
- Plan for Utilization of Minority (If available)
- Certification Regarding Debarment
- Non-Collusion Affidavit
- References
- Registered Sex Offender Certification and Criminal Background Check
- Proposal Signature Form

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 _____

Addendum #1 _____ Addendum #2 _____ Addendum #3 _____ Addendum # 4 _____

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

Company Name

Authorized Signature / Date

Address

Name Printed / Title

Address

Representative Name & Email

EXHIBIT A**Cecil County Public Schools****STUDENT DATA SHARING ADDENDUM:
APPLICABLE TO CECIL COUNTY PUBLIC SCHOOL SYSTEM USERS/MEMBERS**

Directions: CCPS staff complete the yellow highlighted sections which indicate vendor name, current date, and a high-level description of services that the vendor / digital tool will be providing. Both parties sign and date.

This Addendum, which is part of the Agreement or Purchase Order (“Agreement”) between _____ (“Vendor” or “Company”) and the Board of Education of Cecil County, Maryland (“Board of Education”, “CCPS”, or “CLIENT”), is entered into this ____ day of _____, 20___. This Addendum is valid for the entirety of the contractual arrangement between the Vendor and the Board of Education.

The Board of Education is required, when entering into agreements with other parties, to follow all applicable laws, regulations, policies, and standards including those related to ethics; privacy and security; accessibility; records retention; limitations on indemnification; fiscal law constraints; advertising and endorsements; public information; and governing law and dispute resolution forum. Accordingly, the Vendor’s Terms of Service (TOS) are hereby modified by this Addendum as they pertain to CCPS’s use of the Company’s Site and/or Services. All terms in the Addendum supersede and take precedence over any conflicting terms in the Agreement.

- A. **Purpose of the Agreement:** Under terms of the agreement between the parties, the Vendor will be providing the following services: **identify the specific service the vendor will be providing.**
- B. **Definition of “CLIENT DATA”:** Under this Addendum, CLIENT DATA is defined as: (1) all Personally Identifiable Information (PII) and other Client Information contained in a student’s “education record” as defined by the Family Educational Rights and Privacy Act (FERPA) (34 CFR Part 99); and (2) other non-public information that include, but are not limited to: personally identifiable personnel data, personally identifiable student data, personally identifiable parent / guardian data, personally identifiable metadata, and personally identifiable user or Board of Education content.
- C. **Data Collection and Use:** Vendor will collect and use CLIENT DATA only for the purpose of fulfilling its duties and providing services under the Agreement between the parties as defined in Section A, and for improving services under the Agreement and Addendum.
 1. **Specific CLIENT DATA Shared Under the Agreement**
 - i. Information associated with maintaining authentication between Vendor and CLIENT, e.g. public/private keys, LTI secret, OATH keys.
 - ii. Information associated with maintaining a user’s profile, e.g. username, email address, first name, last name, source IP address, or cookies.
 - iii. A user’s status within the service, e.g. number of questions answered, time elapsed in lesson, student’s score, and employment information.
- D. **Education Records:** If Vendor will have access to “education records” as defined under the Family Educational Rights and Privacy Act (FERPA) (34 CFR Part 99), the Vendor acknowledges that for the purpose of this Addendum and the Agreement it will be designated as a ‘school official’ with ‘legitimate educational interests’ and will use the Education Record only for the purpose of fulfilling its duties under this Addendum and the Agreement.
- E. **School System Records and Access:** The Board of Education acknowledges that use of Vendor’s Site and Services may require management of School System records. School System and School System-generated content may meet the definition of records as determined by the Board of Education. If the Vendor holds School System records, the Board of Education and the Vendor must manage the records in accordance with all applicable records management laws and regulations. Managing the records includes, but is not limited to secure storage,

retrievability, and proper disposition of all records. Any Data or Records held by the Vendor will be made available to the Board of Education upon request by an authorized Board of Education representative.

- F. **Data De-Identification:** Vendor may use de-identified Data for product development or other internal purposes only. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to: name, ID numbers, date of birth, demographic information, location information, and school ID. Furthermore, Vendor agrees not to attempt to re-identify de-identified Data.
- G. **Data Mining, Marketing and Advertising:** Vendor is prohibited from mining CLIENT 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.** Any and all forms of advertising or solicitation directly towards students, parents, guardians, or Board employees is strictly prohibited unless allowed by express written consent of the Board of Education. As such, Vendor agrees not to serve or display any commercial advertisements or solicitations in the publicly available portion of the Site displaying content uploaded by or under the control of the Board of Education.
- H. **Modification of Terms of Service:** Vendor will not change how CLIENT DATA is collected, used, or shared under the terms of this Addendum or the Agreement in any way without advance notice to the CLIENT. This Addendum and the Agreement constitute the entire agreement between the CLIENT (including all District end users) and the Vendor. All other agreements or understandings, whether electronic, click-through, verbal or in writing, with District Employees or other End Users shall be null and void.
- I. **Data Sharing:** Vendor will not share CLIENT DATA, including anonymized data, with or disclose it to any third party, except to affiliated subcontractors, agents, or third-party service providers of the Vendor as required to fulfill the purpose of the Agreement, without prior specific and informed written consent of the CLIENT, except as required by law.
- J. **Data Storage:** Data will not be stored outside of the United States without prior, specific and informed written consent from the CLIENT.
- K. **Data Deletion:** Upon termination or completion of the Services hereunder and prior thereto at the request of the CLIENT, Vendor will delete the CLIENT DATA and will contemporaneously provide CLIENT written confirmation of same, provided that Vendor may maintain archival copies for audit purposes and dispute resolution purposes. If Vendor maintains archival copies of CLIENT DATA, Vendor shall remain under the contractual obligations of this Addendum regarding the maintenance and use of CLIENT DATA. This Section shall survive the termination of the Agreement.
- L. **Terms, Data Transfer, Survival and Destruction:** The Board of Education may immediately terminate the Agreement if the Board of Education determines the Vendor has breached the Agreement or this Addendum. The Agreement and Addendum will automatically terminate at the expiration date. However, the Vendor's obligations under this Addendum shall survive termination of the Agreement until ALL CLIENT DATA has been returned and/or securely removed or destroyed. Vendor will ensure that all Data in its possession and in the possession of any subcontractors, or agents to which the VENDOR may have transferred Data, are destroyed and/or transferred to the Board of Education in a commonly used file or database format as the Vendor deems appropriate when the Data is no longer needed for their specified purpose.
- M. **Rights and License in and to School System Content and Data:** Any right Vendor reserves in the Agreement or Addendum to modify or adapt Board of Education content is limited to technical actions necessary to index, format, and display that content. The right to modify or adapt does not include the right to substantively edit or otherwise alter the meaning of the content. In the event the Board of Education discovers that Board of Education content has been modified in a manner that

alters the meaning of such content, the Board of Education may contact Vendor and the Parties shall work together in good faith to resolve the matter.

All goods, products, materials, documents, reports, writings, video images, photographs, papers and intellectual property of any nature including software or computer images prepared by the Vendor (or subcontractors) specifically or solely for the CLIENT or specifically or solely from CLIENT-provided material will not be disclosed to any other person or entity and remains the property of the CLIENT. All student-produced work remains the property of the CLIENT or that eligible student. The Vendor has a limited, nonexclusive license to the data described herein solely for the purpose of performing its obligations as outlined in the Agreement. The Agreement does not give Vendor any rights, implied or otherwise, to CLIENT DATA, content, or intellectual property, except as expressly stated in the Agreement or Addendum, including any right to sell or trade Data. The VENDOR retains all right, title, and interest in and to any all of VENDOR'S proprietary software, materials, tools, forms, documentation, training, and implementation materials and intellectual property and nothing in the Agreement or this Addendum conveys any rights of ownership of the same to the CLIENT.

- N. **No Endorsement:** Vendor agrees that Board of Education seals, trademarks, logos, service marks, trade names, school names and the fact that the Board of Education has a presence on the Vendor Site and uses its Services, shall not be used by Vendor in such a manner as to state or imply that Vendor's products or services are endorsed, sponsored, or recommended by the Board of Education, or are considered by the Board of Education to be superior to any other products or services. Except for pages whose design and content are under the control of the Board of Education, or for links to or promotion of such pages, Vendor agrees not to display any Board of Education or government seals, trademarks, logos, service marks, school names, and trade names on the Vendor's homepage or elsewhere on the Vendor's site, without prior and specific writing authorization from the CLIENT.
- O. **No Business Relationship Created:** The Parties acknowledge and agree that they are independent entities and nothing in this Addendum or the Agreement creates a partnership, joint venture, agency, or employer/employee relationship.
- P. **Access:** Except as otherwise expressly prohibited by law, the Vendor will immediately notify the CLIENT of any subpoenas, warrants, or other legal orders, demands or requests, including Audits, and governmental requests and demands, received by the Vendor seeking CLIENT DATA. If the CLIENT receives a similar request, the CLIENT will promptly provide the Vendor with a copy of official request and the records or information required by the CLIENT to respond. VENDOR will cooperate with CLIENT in resolving all FERPA requests for access to education records held by VENDOR.
- Q. **Security Controls and Risk Management:** Vendor will, in good faith, exercise due diligence in storing and processing CLIENT DATA in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to: 1) ensure the security and confidentiality of CLIENT DATA; 2) protect against any anticipated threats or hazards to the security or integrity of CLIENT DATA; 3) protect against unauthorized access to or use of CLIENT DATA that could result in substantial harm or inconvenience to any customer or to any CLIENT employee and/or student; and 4) dispose of CLIENT DATA Information in a secure manner.
1. To comply with the safeguard obligations generally described above, Vendor has (a) designated an employee to coordinate its information security program, (b) identified reasonably foreseeable internal and external risks to the security, confidentiality, and integrity of CLIENT DATA that could result in the unauthorized disclosure, misuse, alteration, destruction, or other compromise of such data, and assessed the sufficiency of any safeguards in place to control these risks, and (c) designed and implemented information safeguards to control the risks identified through the risk assessment, and regularly tests or otherwise monitors the effectiveness of safeguards' key controls, systems and procedures.
 2. Vendor will conduct periodic risk assessments and remediate any identified security

vulnerabilities in a timely manner. Vendor will also have a written incident response plan, to include prompt notification of the Board of Education in the event of a security or privacy incident, as well as best practices for responding to a breach of PII. Vendor agrees to share its incident response plan with the Board of Education upon request.

- R. **Data Breaches:** Vendor shall notify Board of Education in writing as soon as commercially practicable, however no later than seventy-two (72) hours, after Vendor has either actual or constructive knowledge of a breach which affects the confidentiality, integrity, and/or availability of CLIENT's Data (an "Incident") unless it is determined by law enforcement that such notification would impede or delay their investigation. Vendor shall have actual or constructive knowledge of an Incident if Vendor actually knows there has been an Incident or if Vendor has reasonable basis in facts or circumstances, whether acts or omissions, for its belief that an Incident has occurred. The notification required by this section shall be made as soon as commercially practicable after the law enforcement agency determines that notification will not impede or compromise the investigation. Vendor shall cooperate with law enforcement in accordance with applicable law provided however, that such cooperation shall not result in or cause an undue delay to remediation of the Incident. Vendor shall promptly take appropriate action to mitigate such risk or potential problem at Vendor's expense. In the event of an Incident, Vendor shall, at its sole cost and expense, restore the PII and any other Confidential Information, to as close its original state as practical, including, without limitation any and all CLIENT DATA, and institute appropriate measures to prevent any recurrence of the problem as soon as is commercially practicable.
- S. **Employee and Subcontractor Qualifications:** Vendor shall ensure that its employees and all subcontractors who have potential access to CLIENT DATA have undergone appropriate background screening and possess all needed qualifications to comply with the terms of this Addendum and the Agreement. Further, all employees and subcontractors are subject to the same FERPA compliance in relation to the 'school official' designation, and shall be trained that the disclosure of PII, CLIENT DATA, and/or Confidential Information will violate federal and state laws and may result in criminal and/or civil penalties. Annual compliance training for all employees and contractors on FERPA and other applicable laws should be performed.
- T. **Governing Law:** Any arbitration, mediation, or similar dispute resolution provision in the Agreement is hereby deleted. This Addendum and the Agreement shall be governed by and interpreted and enforced in accordance with the laws of the United States of America and the State of Maryland without reference to conflict of laws. To the extent permitted by Maryland and federal law, the laws of the State of Maryland will apply in the absence of applicable Maryland or federal law. Any action or proceeding seeking any relief under or with respect to this Addendum or the Agreement shall be brought solely in the appropriate Maryland Court.
- U. **Compliance with Applicable Laws:** Vendor shall comply with Maryland Education Code ANN. § 4-131, "Operators of School Internet Web Sites, Online Services, Online Applications, and Mobile Applications." Vendor agrees to be bound as an "operator" under the law regardless of the Vendor's exemptions that may exist in Maryland Education Code ANN. § 4-131(a)(3).

Vendor shall comply with all applicable Federal Laws including, but not limited to, Family Educational Rights and Privacy Act, Protecting Pupil Rights Amendment, Protecting Children in the 21st Century Act, Children's Internet Protection Act, and Children's Online Privacy Protection Act as well as all Board of Education policies, regulations and procedures relating to data security and access as each may be amended from time to time.

Vendor shall comply with all applicable laws governing accessibility of digital tools, including the Maryland Equivalent and Nonvisual Access Accountability Act for K-12 Education, Md. Code Ann., Educ. § 7-910 and its implementing regulation, COMAR 13A.06.05 *et seq.*, Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 and its implementing regulation, 34 CFR Part 104, and Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131 *et seq.* and its implementing regulation, 28 CFR Part 35.

- V. **Indemnification:** Any provisions in the Agreement related to the Board of Education indemnifying the Vendor are hereby waived, and shall not apply.

Vendor agrees to indemnify and hold harmless the Board of Education for any damages or costs, including reasonable attorney's fees, which arise out of any negligence or misconduct by Vendor, its agents and employees concerning its obligations under the terms of this Data Sharing Agreement.

- W. **Limitation of Liability:** Vendor shall be liable for any and all damages, costs and attorneys' fees which the CLIENT may incur as a result of any claims, suits and judgments against CLIENT which arise out of any breach of this Addendum or the Agreement by the Vendor, its employees, servants, representatives or agents under the term of this Addendum or the Agreement. The Parties agree that nothing in the Limitation of Liability clause or elsewhere in the Agreement in any way grants Vendor a waiver from, release of, or limitation of liability pertaining to any past, current, or future violation of Maryland or federal law. Furthermore, nothing in the Agreement shall be construed as a waiver of the Board of Education's sovereign immunity.
- X. **Changes to Standard Agreement:** Language in the Agreement reserving to Vendor the right to change the Agreement without notice at any time is hereby amended to grant the Board of Education at least 90 days advance notice of any material change to the Agreement. The Board of Education is authorized to terminate the contract with Vendor, without any liability, should the Board of Education elect to take such action. However, no changes made to the original TOS will override or negate any of the provisions of this Addendum. In no case, will the Vendor change how Data are collected, used, or shared under the terms of this Addendum.
- Y. **No Cost Agreement:** Nothing in the Agreement as modified by this Addendum obligates the Board of Education to expend appropriations or incur financial obligations. The Parties acknowledge and agree that none of the obligations arising from the Agreement as modified by this Addendum are contingent upon the payment of fees by one party to another.
- Z. **Precedence; Further Amendments:** If there is any conflict between this Addendum and the Agreement or between this Addendum and other terms, rules, or policies on the Vendor Site or related to its Services, this Addendum shall prevail. This Addendum constitutes an amendment to the Agreement; any language in the Agreement indicating it may not be modified or that it alone is the entire agreement between the Parties is waived. Any further amendment must be agreed to by both Parties.
- AA. **Monitoring:** Vendor agrees to allow CLIENT the ability to audit Vendor's use of CLIENT DATA to ensure compliance with the terms of the Agreement.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their duly authorized representatives below.

CLIENT:

By: _____

Signature

Printed Name

Title

Date

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

VENDOR:

By: _____

Signature

Printed Name

Title

Date

Vendor Name

Address

City, State

Zip Code