



**INVITATION FOR BID (IFB)
VAPE DETECTORS**

ISSUED BY:	Prince George’s County Public Schools Department of Purchasing and Supply Services
IFB NUMBER:	IFB PUR 26-015
IFB TITLE:	Vape Detectors
RELEASE DATE:	Monday, February 24, 2026
PRE-BID MEETING:	Not Applicable
QUESTIONS DUE DATE/TIME:	Tuesday, March 3, 2026 @11am ET
BID DUE DATE/TIME:	Monday, March 26, 2026 @11am ET
DIRECT INQUIRIES TO:	Michelle Tucker, Purchasing Specialist Michelle2.Tucker@pgcps.org

To All Prospective Bidders:

Prince George’s County Public Schools (PGCPS) is soliciting sealed bids from qualified vendors in response to **IFB PUR 26-015, VAPE DETECTORS**

Solicitation Documents may be obtained by:

- Download the solicitation by accessing the Maryland Marketplace link: <https://emma.maryland.gov>
- Download the solicitation by accessing the Prince George’s County Public School Board’s website at the following link: <https://www.pgcps.org/offices/purchasing/procurement-opportunities/solicitations>

Please respond according to the instructions provided in the IFB. Bidders are cautioned not to make changes to any of the terms and conditions or specifications in this solicitation, doing so may render a Bidder’s bid unacceptable and subject to rejection.

The Department of Purchasing & Supply Services is not responsible for information obtained from sources outside of the Prince George’s County Purchasing Office, including downloads from the County website. Bidders are directly responsible for obtaining updates, changes or addendums either from the updated webpage or by contacting the Purchasing Office for instructions. **If the Bidder has questions, they must be in writing and directed to the Purchasing contacts specified herein.** Failure to adhere to this requirement may subject the Bidder to immediate disqualification.



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PART I: INTRODUCTION AND BACKGROUND:

The Board of Education of Prince George’s County (The Board) serves the needs of public education in Prince George’s County, covering approximately 1,789 square miles, with a residential population of more than 904,430. Prince George’s County Public Schools (PGCPS), one of the nation’s 20th largest school districts, has 208 schools and centers, approximately 131,657 students and nearly 22,000 employees and an annual operating budget of \$2.3 billion.

The school system serves a diverse student population from urban, suburban and rural communities located in the Washington, DC suburbs. PGCPS is nationally recognized for college and career-readiness programs that provide students with unique learning opportunities, including dual enrollment and language immersion. The Central administration headquarters is located at 14201 School Lane, Upper Marlboro, Maryland.

1. PURPOSE

The Board of Education of Prince George’s County (The Board) is issuing this Invitation for bid (IFB) to deliver and install **VAPE DETECTORS** as defined in Part III, Scope of Work. These goods and services are to be performed primarily for the Department of Maintenance services. However, the goods and services may be requested by other Departments within the Prince George’s County Public School system.

2. SUMMARY OF SCOPE

The BOARD requests bids for the work detailed and specified in the IFB. Typical goods and services performed under this contract shall include the delivery and installation of VAPE DETECTORS. Responses submitted must meet or exceed all requirements. Bids that do not meet or exceed all requirements will be considered non-responsive. All exceptions must be noted.

3. NON-EXCLUSIVE

The intent of this contract is to provide the Board with an expedited means of procuring supplies and/or services at the lowest cost. This contract is for the convenience of the Board and is considered to be a "Non-Exclusive" use contract. The Board does not guarantee any usage. The Board will not be held to purchase any particular Brand, in any groups, prices or discount ranges, but reserves the right to purchase any item/service listed in the price schedule submitted under Part IV, Bid Form.

4. BIDDERS IN LEGAL PROCEEDINGS WITH PGCPS

PGCPS recognizes the significant costs and imposition on the time of personnel associated with legal proceedings. Accordingly, PGCPS has adopted a process stating that:

“One factor, among others, that are to be considered when awarding a contract or purchase order is the existence of a pending legal dispute – whether in court or an alternative dispute forum – with any bidder or Bidder which has submitted a bid. Before including consideration of the legal dispute as a factor, the Purchasing Officer shall seek the advice of the Office of General Counsel regarding the legal dispute and shall obtain the concurrence of the CEO or his designee.”



5. PERIOD OF PERFORMANCE

The term of this Contract begins on the date the Notice of Award is signed by both the Bidder and The BOARD (the "Effective Date") and shall continue for a period of three (3) years ("Initial Term"). In its sole discretion, The Board shall have the unilateral right to renew the Contract for two (2) one-year option periods successive (each a "Renewal Term") at the prices established at contract award. "Term" means the Initial Term and any Renewal Term(s).

6. OPTION TO EXTEND SERVICE

The Board may require continued performance of any services within the limits and at the rates specified in the contract. The option to extend such provisions may be exercised more than once, but the total extension of performance hereunder shall not exceed 12 months without approval of the Board.

7. CONTRACT TYPE

The contract resulting from this solicitation shall be a Fixed Rate. Vendors are encouraged to partner with local bidders or firms if they don't meet all the required expertise or MBE requirements.

8. SUBCONTRACTOR(S) / TEAMING PARTNER(S)

Subcontractor and/or teaming partner information **shall be included in response**. Unless otherwise stated within the IFB bid documents, the Contractor may not use any subcontractors to accomplish any portion of the services described within the IFB or the contract without the prior approval of the technical lead or the Purchasing Office contact.

9. POINT OF CONTACTS

The Bidder's performance will be under the direction of the Purchasing Department ensuring the bidder's compliance with the requirements of this contract to include managing the daily activities of the contract, providing guidance to the contract, and coordination. The Bidder shall be accountable to the end users on all matters relating to the scope of work.



PART II: INSTRUCTIONS TO BIDDERS

1. BIDDER KNOWLEDGE OF TERMS AND CONDITIONS

Before submitting bids, bidders are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting a bid. Bidders shall acquaint themselves with all conditions, requirements, and specifications, State and Federal governing laws, ordinances, etc. and familiarize themselves with all matters, which may affect the bid. The act of submitting a bid shall be considered as meaning that the bidder has so familiarize themselves and therefore, there shall be no misunderstanding or lack of information. Failure to do so will be at the Bidder's own risk and Bidder cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors of omission or commission on the part of Bidders.

All correspondence concerning the bid and contract, including Notice of Award, copy of Contract, and Purchase Order, will be provided **electronically**.

2. BID SCHEDULE

The Solicitation milestones are listed with target dates. Please adhere to the schedule unless notified by way of an Addendum.

Solicitation Milestones	Milestone Dates and Times
Issue IFB Solicitation	February 24, 2026
Pre-Bid Meeting	Not Applicable
IFB Questions Due Date and Time	Tuesday, March 3, 2026 @11am ET
IFB Bid Due Date and Time	Monday, March 26, 2026 @11am ET

3. BID SUBMISSION REQUIREMENTS

In order to be eligible, bids must be received via eMaryland MarketPlace Advantage (eMMA) no later than **Thursday, March 26, 2026 @11am ET**.

4. eMARYLAND MARKETPLACE ADVANTAGE (eMMA)

The eMaryland Marketplace law became effective on June 1, 2008, and requires units of State government, including those otherwise exempt from State Purchasing law, and all local government entities, **to publish notices** of Purchasing and Purchasing awards on the State’s ecommerce website eMaryland Marketplace Advantage (eMMA).

The electronic bid submission shall show the full business address, telephone number, email and fax number of the Bidder and be **signed by the person or persons legally authorized to sign contracts and commit the company**.

5. BIDDER MARKINGS

All bids shall be submitted without redactions. All sections of the bid that are considered Confidential or Proprietary shall be clearly marked within the bid. Bidders shall provide justification for any and all confidential or proprietary information. Justification must be on a separate piece of paper and submitted with the Technical Bid.



6. BIDDER SUBMISSION LAYOUT

The completed bid documents(s) should be without interlineations, alterations, or erasures. The bid should present all information in a concise manner, neatly arranged, legible, and in terms understandable for evaluation. All of the information requested is to be addressed directly and completely. It is more desirable to give additional information than less when the answer could be misinterpreted.

The bid submission will include four (4) parts. Each part shall be submitted as a Separate File in accordance with the following:

- Volume I - Technical
- Volume II - Minority Business Enterprise (MBE)
- Volume III – Cost Bid
- Volume IV - Appendices

7. BIDDER DELIVERY

The bidder shall deliver their bid electronically through eMMA. Bidders shall **retain** one (1) original copy of the bid for their files. PGCPS *may* request the original notarized documents that were posted electronically before final award execution.

Only bids that are submitted via eMMA will be utilized during the evaluation process. Bids that are not submitted via this portal will be ruled non-responsive.

a. VOLUME I - TECHNICAL

The Technical Bid shall be submitted in **PDF** format. Bidders shall not include any pricing. Bidder shall include 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:

1) TAB A – TRANSMITTAL LETTER

Bidder shall include a brief transmittal letter prepared on the Bidders’ letterhead and signed by an individual who is authorized to commit the Bidder to the services and requirements in the IFB and Bid. This transmittal letter shall include:

- The name, title, address, telephone number, and electronic mail address of the person authorized to bind the Bidder to the contract and the person who will receive all official notices concerning this IFB.
- The Bidders’ Dunn and Bradstreet ID Number.
- A brief statement of the Bidders’ understanding of the work to be done, the commitment to perform the work, and a statement of why the firm believes it is best qualified to perform the work specified in IFB.
- A statement that the Bid submission is a firm and irrevocable offer for a period of one hundred twenty (120) days following the closing date for receipt of initial bids or the closing date for receipt of a best and final offer, if applicable.



2) TAB B – LEGAL CLAIMS

Bidder shall identify any claims during the past three (3) years and provide information on any pending litigation, lawsuits etc. The failure to provide accurate information may be determined to be a material breach of any future agreement or contract with The Board. If applicable, the Bidder must state no claims exist.

3) TAB C – EXPERIENCE AND CAPABILITIES

Bidder shall prepare and present a Technical Bid in such a way as to demonstrate the degree to which the bidder has actually performed similar work and has the technical expertise, capacity, staffing, experience and capabilities to perform and satisfy the requirements of the IFB.

- Each bidder shall provide a qualifications statement to indicate they meet or exceed all requirements listed and submit with the Technical Bid. Qualifications include:
 - a. Bidder shall be a **business firm with not less than five (5) years of experience.**
 - b. The bidder shall have **experience of a similar type and size to PGCPS to fulfill the material requirements on demand** and such experience shall be based upon projects that have been completed by the bidder within the last five (5) years.

b. VOLUME II - MINORITY BUSINESS ENTERPRISE (MBE)

An MBE goal of **15%** has been established for the contract representing a percentage of the total Contract dollar value, including all renewal option terms. Minority Businesses included in the bid package at time of bid opening cannot be changed without prior approval of the Director of Purchasing and Supply Services.

By submitting a response to this IFB, the Bidder acknowledges the overall MBE participation goal and commits to achieving the overall goal by utilizing certified minority business enterprises.

If the Bidder is a **MBE certified by MDOT**, a statement indicating this fact along with the MBE Certification Number is required.

If the Bidder is **NOT a MBE certified by MDOT**, the bidder shall 1) provide form requesting a full or partial waiver of the overall goal, or 2) provide a MBE Utilization Affidavit with the Bid. **To access forms, See MBE Administrative Procedures (AP) 3325.** <https://www.pgcps.org/offices/purchasing/minority-business-enterprise>

The Minority Business(es) identified in Affidavit at time of bid opening, cannot be changed without prior approval of the Director of Purchasing and Supply Services.

- Refer to Part V, General Terms and Conditions and 13.0 MINORITY BUSINESS ENTERPRISE PROGRAM to learn more about MBE.

c. VOLUME III – COST BID

The cost bid shall consist of the Financial Stability documentation and the Cost Bid Form, Attachment A. Bids that do not include both will be ruled non-responsive.



- 1) Financial Stability is demonstrated through a commonly accepted method that proves the bidder's fiscal integrity. If available, the Bidder shall include Financial Statements, preferably a Profit and Loss (P&L) statement and a Balance Sheet, for the last two (2) years (independently audited preferred). The Bidder **may supplement** its response to this Section by including one or more of the following with its response:
 - a. Dun & Bradstreet Rating
 - b. Standard and Poor's Rating
 - c. Lines of credit
 - d. Evidence of a successful financial track record
 - e. Evidence of adequate working capital.

- 2) Bidders shall provide the Cost Bid in the format contained in **(Attachment A)**. Bidders should not include any portion of their Technical Bid in its Cost Bid. Do not amend, alter, or leave blank any items on the Bid Form or include additional clarifying or contingent language on or attached to the Bid Form. Items or costs required to provide the materials, services, and or deliverables as proposed, but not identified will be the sole responsibility of the Bidder. All pricing shall remain fixed for the full contract term, including renewals thereto unless an escalation or adjustment is included herein. The Cost Bid shall include all-inclusive rates.

d. VOLUME IV - Appendices

The Bidder shall sign, date, and notarize where applicable all appendices identified. **All Appendices shall be packaged together as one (1) file.**

- Appendix A – Bid and Addendum Acknowledgement
- Appendix B – Past Performance References
- Appendix C – Non-Collusion Certificate
- Appendix D – Debarment Affidavit
- Appendix E – Anti-Bribery Affidavit
- Appendix F – Certificate of Insurance Coverage
- Appendix G – Financial Bid Form
- Appendix H – MBE Form
- Appendix IA – Certificate State of Maryland Tax Certification
- Appendix IB – State of Maryland Certificate of Good Standing
- Appendix J – Certification of Compliance
- Appendix K – Vendor Conflict of Interest Disclosure Form
- Appendix L – Digital Tool Status and Details
- Appendix M – Data Privacy and Security Agreement
- Appendix M-N Instructions
- Appendix N Exhibits A-B
- Appendix O – Third Party Security Verification
- Appendix P – Artificial Intelligence Declaration Agreement
- Appendix Q – Digital Accessibility Agreement
- Appendix R – Letter of Commitment



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- Appendix S – Accessibility Conformance Report
- Appendix T – Digital Accessibility Roadmap
- Appendix U – Digital Accessibility Summary



Failure to provide any of the requested information or documents in this solicitation may render the bid non-responsive.



PART III: SCOPE OF WORK

1. OVERVIEW

The intent of this Invitation for Bid is to establish a firm fixed price and a rate of discount for the Delivery and installation of VAPE DETECTORS.

1.1 Specifications and Requirements

The Contractor shall provide a vape detection solution that meets or exceeds the following minimum requirements. Vendors must explicitly confirm in their bid submission that the proposed solution complies with each requirement and provide supporting documentation where requested.

1.2 Technology Environment and Compliance

- The proposed solution must fully conform to the PGCPS technology environment and comply with all applicable district technology system policies and procedures, including interoperability and compatibility with PGCPS Network including Switching, Firewall and Web Filter
- All system components must uphold rigorous standards for data privacy, network security, and the ethical use of artificial intelligence.
- The solution must support Single Sign-On (SSO) for secure and seamless user authentication.
- Vendors must provide comprehensive documentation demonstrating compliance with federal and state student privacy laws (including FERPA) and all local district policies.

1.3 Equipment and System Requirements

- Real-time detection of vaping activity, including nicotine and Tetrahydrocannabinol (THC) aerosols.
- Environmental monitoring features such as humidity, temperature fluctuations, and device tampering.
- Cloud-based alerting and reporting accessible via secure web portal and mobile application.
- Integration capability with existing PGCPS security platforms, where applicable.
- Devices must support Power over Ethernet (PoE) for both power and data transmission. Wireless-only devices are not permitted unless expressly authorized by PGCPS.
- Units must be durable, tamper-resistant, and suitable for installation in public or semi-public indoor environments (e.g., restrooms, locker rooms).

1.4 Training and Documentation

- Contractor shall provide in-person or virtual training sessions for designated PGCPS staff, covering dashboard/mobile application use, alert response, data interpretation, and basic troubleshooting.
- User manuals and quick reference guides must be provided for staff.



- As-built documentation must include floor plans (where applicable), sensor and camera locations, device identifiers, and network configuration details.

1.5 Warranty and Technical Support

- A minimum ten (10) years unlimited warranty covering all hardware and installation and workmanship.
- Ongoing technical support during the warranty period, including firmware updates, security patches, and remote or on-site assistance.
- Preventive maintenance or calibration services as required to maintain optimum performance.

1.6 Preferred Technical Specifications

Sensor Capabilities

- Detect nicotine-based vape, THC, and air quality anomalies including particulate matter and volatile organic compounds (VOCs).
- Provide real-time detection with rapid response.
- AI-driven analytics preferred to enhance differentiation of substances and reduce false positives.

Tamper Detection and Notifications

- Tamper-resistant design with automated alerts for interference or unauthorized handling.
- Configurable notifications via email, SMS, or integrated administrative software.

Connectivity and Data Security

- Support wired network connectivity;
- Ensure secure, encrypted data transmission.
- Provide centralized administration consoles for multi-school device management.
- Vendors must provide current SOC 2 Type 2 report.

Operational Reliability

- Maintain high detection accuracy under typical school environmental conditions.
- AI-based differentiation between vaping, smoking, and environmental factors preferred.

Compliance and Privacy

- Comply with FERPA and all applicable student privacy laws and regulations.
- Provide role-based access controls, audit logs, and safeguards for student and staff data.
- Selected Vendor will be required to execute the standard Data Privacy and Security Agreement (DPSA) provided by Prince George's County Public Schools, attached as Appendix M. This DPSA outlines the specific terms and conditions governing the processing of personal data, including security measures, data subject rights, breach notification procedures, and sub-processor management.



Scalability and Integration

- Support expansion to additional schools and/or increased device quantities.
- Preferred ability to integrate with PGCPS building management systems and emergency notification platforms.
- Vendor is responsible for coordinating with the PGCPS Network Administrator in configuring the equipment to work with the District's existing networks..

1.7 Installation Requirements

- Contractor shall provide full installation services for vape detection units and cameras at designated PGCPS sites, including delivery, mounting, cabling, system configuration, configuration of equipment/software, testing, and verification. Need a dedicated cat6a data drop that must comply with the PGCPS wiring specification. Contractor is responsible for all mounting hardware, brackets, conduit, and accessories as required by manufacturer and/or site conditions to successfully place the detectors/sensors per site location.
- All installation activities must be coordinated with school administrators to minimize disruption to instruction.
- Initial installation scope includes:
 - Twenty-seven (27) middle schools with five (5) vape detection units at each location.
 - Twenty-six (26) high schools with ten (10) vape detection units at each location.
 - Charter schools (units/locations to be determined by PGCPS).
 - Additional schools/facilities at PGCPS discretion based on performance and district needs.
- Detectors and cameras must be installed discreetly in high-risk areas (e.g., restrooms, locker rooms) in compliance with applicable laws, regulations, and PGCPS policies regarding student and staff privacy.
- Upon completion of installation at each site, Contractor shall provide written verification of full functionality and readiness.

1.8 Products Proposed

- No detector/sensor brand on current US government blacklist will be considered.
- All detectors/sensors proposed and supplied must be the same brand.
- All equipment quoted by the vendor shall be new. Solutions using equipment that has either reached or an announcement has been made for End-of-Life, End-of-Support, or End-of-sales will not be entertained.
- The latest released system software version must be installed at the time of delivery. In the event a new software version is released after a portion of the system has been installed, but before the entire system is deployed, the vendor shall upgrade the software at all previously installed locations to the latest version. In short, at the time of final contract acceptance and final contract payment, all system components installed will have the latest release level of software.



- All products proposed in the response must be “customer shipping or production” status at the time of bid response. The vendor may not propose products based on future releases of equipment, hardware and/or software. If the Contractor is unable to provide the proposed product or feature by the proposed delivery date, the Contractor will provide product solution of equal or greater value to the District at no additional cost to the District, including services required to implement the solution.

2. ADDITIONS/DELETIONS

PGCPS reserves the right to add similar items/services or delete items/services specified in the resultant contract as requirements change during the period of the contract. PGCPS also reserves the right to increase items at the contracted price agreed upon.

In the event of additions that were not previously contracted, PGCPS and the Contractor mutually agree to prices for items/services to be added to the contract. Contract amendments will be issued for all additions or deletions.

3. BIDDERS QUALIFICATION STATEMENT

The following are the minimum requirements a bidder must meet at the time of bid submission in order for PGCPS to accept a bid as responsive

- 3.1 Each bidder must provide a qualifications statement detailing its experience and qualifications to receive a contract for this work.
- 3.2 Bidders must have a minimum of three (3) years of experience providing items and services requested in the scope of work.
- 3.3 Complete Appendix B for reference verification purposes. Bidders must have a minimum of three (3) years of experience providing items and services requested in the scope of work. A minimum of three (3) references of similar work within the past three (3) years.
- 3.4 Contractor must be an authorized distributor of the detectors/sensors proposed and qualified to perform warranty work. Contractor must provide proof of authorization with its bid.

Failure to meet the terms and conditions of the Bidder Qualifications Statement and required submissions as outlined above may render the contractor’s bid as nonresponsive. If declared non-responsive, the bidder will not be eligible for award.

4. CONTRACT AWARD

PGCPS intends to award one (1) contract.

5. SITE VISITS

Recommend that site visits be conducted. Would one (1) high school, and one (1) middle school.

See Additional Contractual Requirements for more information.



ADDITIONAL CONTRACTUAL REQUIREMENTS

CONTRACT COMMUNICATION

All communications between the parties relating to material contractual issues such as adjustments to price, obsolescence of product(s), etc. shall be through the Contract Specialist and must be in writing to be deemed binding. PGCPS may remit payment by ACH or via PGCPS Credit Card.

1. REQUIREMENTS

- a. All materials, supplies, and equipment for The Board shall be delivered F.O.B. Destination. All deliveries must be inside the building. Delivery hours shall occur during normal business hours from **7:00am – 3:30pm, Monday through Friday**. If a project is required on evenings, weekends or holidays, the successful bidder(s) shall work with the Maintenance services Supervisor or Designee to develop a specific project schedule.
- b. All work is to be performed during normal working hours between the hours of 7:00 am – 4:00pm, Monday through Friday.
- c. **SPECIAL DELIVERY INSTRUCTIONS:** If there is a need for special delivery, there will be Special Instructions given for delivery dates, delivery of heavy equipment, materials and or machinery requiring special handling, to schools/sites under construction and/or renovation in the General Terms and Conditions.
- d. **LIQUIDATED DAMAGES:** In the event the Awarded Bidder fails to deliver the goods or services of the contract in accordance with the specifications, The Board reserves the right to purchase the goods/services on the open market in sufficient quantities to assure the continued operation of The Board. Liquidated damages may be assessed at the rate of 2% of the value for work not completed in accordance with the contract specifications, terms and conditions for each calendar day of delinquency beyond the contracted delivery date.
- e. Any overtime incurred outside of the scope requirement parameters will be at the expense of the bidder. The bidder shall reimburse PGCPS for the overtime cost of having PGCPS Maintenance services personnel on site. These overtime costs will be tracked and deducted from the bidder's final invoice.

2. MATERIALS/SPECIFICATIONS

The contractor shall furnish all labor, materials, equipment, services, care and supervision to deliver and furnish miscellaneous VAPE DETECTORS. The specifications are contained in Attachment A, Part IV, Bid form.

3. PACKAGING

All materials must be securely packed in accordance with accepted trade practices. The Board purchase order number must be plainly visible on the exterior of each container. A packing slip and/or delivery ticket shall be included in each shipment. This ticket shall contain the following information: Purchase Order Number, Vendor Name, Name of the Article, Item Number, Quantity, and Delivery Location, (Example: ABC Elementary School Library). Failure to comply with this condition may be considered sufficient reason to refuse to accept the goods:



4. PRICING – See ATTACHMENT A COST AND PERCENTAGE OFF BID FORM

5. INSTALLATION – See Installation Requirements detailed in this solicitation.

6. INSPECTION

All work shall be subject to inspection and approval by the PGCPS designated representative to ensure that a high quality of work is performed. The PGCPS designated representative will stop the project work if all project specification requirements are not met. All corrections shall be completed as soon as the Board notifies the bidder at no additional cost to the Board.

7. UNFORESEEABLE CONDITIONS

Should an unforeseeable condition arise, the Bidder shall immediately contact the Maintenance Service Representative for guidance and resolution of the matter while on site.

8. DAMAGE

Damage by the Bidder to any person or adjacent surfaces, shall be repaired and/or compensated by the Bidder at its own expense. If possible, the bidder shall rearrange or work around the unforeseeable condition if possible.

9. VANDALISM/THEFT

It shall be the sole responsibility of the Bidder to protect and safeguard materials and/or equipment. PGCPS shall not assume any responsibility for vandalism or theft of the bidder's materials, products, and/or equipment. The Bidder shall obtain permission from the PGCPS Maintenance services Supervisor or Designee before storing materials/equipment on PGCPS premises.

10. PROJECT IMPLEMENTATION TIMEFRAME

No work shall commence prior to the Contractor's receipt of a Purchase Order and written authorization to proceed from the Purchasing Department.

The work schedule and installation schedule shall be established and provided by the PGCPS Safety and Security Division.

The Contractor shall comply with and commit to the work installation schedules provided by PGCPS Safety and Security Division, including all invoicing timelines. Installation and invoicing of the detectors/sensors shall be substantially completed in accordance with the schedules established by PGCPS.

11. MARK UP: N/A

The Bidder may be required to provide materials to fulfill the requirements of the contract. The compensation will be based on subcontractor cost with no mark-up. Invoices, which include materials, and equipment rental, or subcontractor charges shall be accompanied by supplier's/subcontractor's original invoices to substantiate cost to Bidder. The Bidder shall make every attempt to obtain the lowest price for the materials and equipment rental equipment.



12. WARRANTY

The Successful bidder shall provide a manufacturer warranty of ten (10) years for all products provided. During this time, the successful bidder shall, without undue delay, make any necessary adjustments or replacements to the satisfaction of the board, without additional cost. The warranty response time shall be 72 hours.

13. SURVIVAL

All provisions regarding indemnification, warranty, liability, and limits thereon, insurance, governing law, disputes, survival, confidentiality and/or the protections of PII, student records and educational/medical and psychological records shall survive the termination or expiration of this Contract.

PART IV: BID EVALUATION AND AWARD

1. BIDDER RESPONSIBILITY

Only bids that are submitted via eMaryland Marketplace (eMMA) will be utilized during the evaluation process. Bids that are not submitted via this portal will be ruled non-responsive. No Bidder, including any of their representatives, subcontractors, affiliates and interested parties shall contact any member of the Committee or any person involved in the evaluation of the bids. **All inquiries related to this IFB must be directed to the Purchasing officials identified on the cover page.** Failure to comply with this directive may, at the sole discretion of the Board, result in the disqualification of a Bidder from the Purchasing process.

2. BID EVALUATION CRITERIA

The Bids will be evaluated based on the Total Bid Price. All responsive and responsible Bidders will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the Total Bid Price as submitted on the Attachment A – Cost Bid Form. PGCPS reserves the right to make award on all items in aggregate, by individual line items, group, or manufacturer; whichever is in the best interest of the Board. A bidder may restrict his or her bid to consideration in the aggregate by so stating but shall name a single unit price on each item bid. Any bid in which the bidder names a total price for all the articles without quoting a unit price for each and every separate item may not be considered for award.

The evaluation criteria include Bidder responsiveness, demonstration of capability to perform, price factors, and responsibility. The Board reserves the right to: (1) Waive any informality; (2) Reject any or all bids, or portions thereof; (3) Cancel an IFB and re-solicit bids; and/or (4) Negotiate with the lowest responsive and responsible bidder to determine if that bid can be improved.

3. EVALUATION PROCESS

The evaluation will be based on the process described herein.

IFB Bids are not opened publicly, PGCPS will open the bid in the presence of at least two Purchasing Office employees. Once the bids are opened, the Buyer will prepare a Bid Tabulation document that summarizes the bids received. This document will be available for inspection after issuance of Notice of Award



The award will be issued without discussion to the responsible and responsive bidder(s) whose bid meets the requirements and evaluation criteria set forth in the IFB and is either the most favorable bid price or most favorable evaluated bid price.

The selection committee will review bids on a pass/fail basis

- a. RESPONSIVE means a bid or proposal submitted in response to an Invitation for Bids or Request for Proposals that conforms to all material aspects of the requirements contained in the Invitation for Bid or Request for Proposals.
- b. RESPONSIBLE means a person or entity that has the capability in all respects to fully perform all aspects of the contract with integrity and reliability that shall ensure good faith performance.

4. AWARD DETERMINATION

To ensure the needs of the school system are met in a timely manner, PGCPS reserves the right to limit the number of line items awarded to a single vendor. The Award will be made to the responsible Bidder(s) who submits a responsive Bid that has the lowest price in accordance with PGCPS evaluation procedures. PGCPS reserves the right to award multiple contracts. PGCPS also reserves the right to award a Primary and Secondary contract to responsive Bidder(s).

PGCPS intends to make the award for this solicitation to the most responsive, responsible Bidder(s) to fulfill the anticipated requirements based on the best interest of PGCPS.

Awards may be made to responsible Bidders submitting responsive Bids in ascending order starting with the second lowest pricing and continuing until, in the sole discretion of PGCPS, sufficient awards have been made to fulfill the anticipated requirements. In addition, the Board reserves the right to make the award by line item, manufacturer, section, groups of items, bid form, manufacturer, or Total Bid Price if it is in the best interest of the Board.

If for any reason, the bid cannot be awarded to the lowest responsible and responsive bidder whose bid meets the requirements and is the most favorable evaluated bid price, the recommendation shall be approved by the Board prior to awarding the contract.

PART IV: BID FORM A

PLEASE REFER TO **ATTACHMENT A** (EXCEL) SPREADSHEET FOR THE COST FORM.



PART V: GENERAL TERMS AND CONDITIONS

1. PARTNERSHIPS

Bids by partnerships shall be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing, who shall also state the names of the individuals composing the partnership.

2. CORPORATIONS

Bids by corporations shall be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested, satisfactory evidence of authority of the officer signing on behalf of the corporation shall be furnished. Anyone signing the bid as agent shall file satisfactory evidence of authorization to do so.

3. SPECIAL SAMPLES WITH CERTIFIED APPROVAL

Bidders *will be* required to submit samples of any VAPE DETECTORS made outside the brand name mentioned. Bidders may be required to submit two (2) samples of each product awarded with an affidavit stating that the chemical composition of the sample submitted is identical with the composition tested prior to the bid and all remain unchanged during the period of the contract. This requirement shall be part of the specifications of the product or products requested.

Samples are required to be properly tagged. Sample and descriptive data shall be submitted to the address specified no later than the date specified. The tag on the sample shall indicate the item number, the name of the company submitting the sample, and the IFB number. The Board will not be responsible for any samples not picked up within 30 days of the notification of Vendors to do so. Samples may be retained by The Board until Vendors are notified to remove them. Vendors agree that The Board will incur no liability for samples that are damaged, destroyed, lost, or consumed in testing processes. Failure to submit the above information when requested is sufficient grounds for rejection of the bid submitted for the project.

4. BID PREPARATION FEES

The Board will not be responsible for any costs incurred by a Bidder in preparing and submitting a bid in response to a bid.

5. RIGHT TO PROTEST

The Director of Purchasing and Supply Services shall attempt to resolve informally all protests of bid award recommendations. Vendors are encouraged to present their concerns promptly to the Buyer and/or Purchasing Supervisor for consideration and resolution. The Director of Purchasing shall inform the Chief Financial Officer (CFO) upon receipt of the protest. Open dialogue is helpful for all parties and disputes are often only a misunderstanding of the evaluation and recommendation process. A vendor who does not file a timely protest before the contract is executed by the Board is deemed to have waived any objection.

- a) An interested party (bidding or standing or bidder) must file a protest with the Purchasing Office within five (5) calendar days of the recommendation of award or notification to the bidder or bidder that their bid or bid will be rejected.



- b) Purchasing and Supply Services proposed award of a contract for supplies, equipment, services, or maintenance. A bidder of standing is a bidder who would be directly next in line for an award should the protest be supported.
- c) The protest shall be in writing addressed to the Purchasing Supervisor with a copy to the Director and shall include the following:
 - i. The name address and telephone number(s) of the protester.
 - ii. Identification of the solicitation
 - iii. Statement of reasons for the protest
 - iv. Supporting documentation to substantiate the claim
 - v. Proposed remedy to resolve

6. APPEAL OF CONTRACT AWARD DECISION:

The Director of Purchasing shall confer with the general counsel prior to issuance of a decision regarding disputes of contracts or awards.

- a) The Director of Purchasing shall issue a decision in writing. Any decision of a bid award protest may be appealed to the CFO within two (2) days of issuance of the decision by the Director of Purchasing.
- b) Any decision of a bid award protest may be appealed to the Board of Education within thirty (30) days of issuance of the decision by the CFO.
- c) A vendor who remains unsatisfied after following the procedures may contest a contract awarded by the Board by filing an appeal to the Maryland State Board of Education as provided by Maryland's public-school law.
- d) The Board reserves the right to award during protest and or during an appeal, if a determination that execution of the contract without delay is necessary to protect substantial State and Board interest.
- e) The Bidder shall refer to the General Terms and Conditions attached to the bid for details regarding the Term of Contract for this bid.

7. COMMENCEMENT OF SERVICES

The Board shall have no obligation to pay for services performed before the Notice of Award is executed; Board approves the contract or after the contract ends. The Board shall have no obligation to pay for services in excess of the monetary amount of the award. The Board shall have no obligation to pay for services before a purchase order is issued.

8. ADDENDA

- a) No interpretation of the meaning of the specification or other documents will be made to any Supplier orally. To be given consideration, inquiries must be received in writing via email to Purchasing Department points of contact identified on the cover page. The subject field of the e-mail must include "INQUIRY" and the Bid name and number.
- b) Any changes to the bid specifications will be made through the appropriate addenda. Failure of any Bidder to receive such addenda or interpretation shall not relieve any Bidder from any obligations under this bid as amended by all addenda. All addenda so issued shall become part of the award.



- c) Failure of any Bidder to receive or acknowledge receipt of such addenda or interpretation shall not relieve any Bidder from any obligations under this IFB as amended by all addenda. All addenda so issued shall become part of the award.

9. STATEMENT OF CONFIDENTIALITY

It is understood and agreed that all information pertinent to this solicitation may contain trade secrets, which are confidential and proprietary. The selected vendor agrees not to disclose or knowingly use any confidential or proprietary information of The Board of Education of Prince George’s County and/or third-party participants.

Bid submissions are subject to the Maryland Public Information Act (Education Article, Maryland Annotated Code, §10-611, et seq.). In accordance with the Act, certain information is subject to public disclosure. Please be advised that should you deem any portion of your bid as confidential or proprietary, it must be conspicuously indicated on those portions so deemed. However, and in accordance with the Act, you are hereby notified that every portion may still be subject to disclosure under the Act.

10. TERM OF AGREEMENT

The anticipated initial term of this contract shall be **three (3) years**. The term of option renewal shall not exceed **two (2) one-year option periods**.

- a) The bidder warrants that prices for the bid under this IFB are not higher than prices currently extended to any other governmental agency for the same product or service.
- b) Upon satisfactory service and by mutual agreement the BOARD OF EDUCATION OF PRINCE GEORGE’S COUNTY reserves the right to extend the contract for no more than 12 months.
- c) The Board expects all vendors to provide cost reductions recommendations.
- d) Price decreases are acceptable at any time, need not be verifiable, and are required should the bidder/producer/processor/manufacture experience a decrease in costs associated with the execution of the contract.
- e) Price adjustments from the bidder/producer/processor/manufacture for any/all items may be considered at renewal. The request is subject to approval by the Contracting Officer. The request must be submitted in writing at least ninety (90) days prior to the renewal term and shall be accompanied by supporting documentation.
- f) Should the awarded vendor, at any time during the life of the contract, sell materials of similar quality to another customer, or advertise special discounts or sales, at a price below those quoted within the contract, the lowest discounted prices shall be offered to Prince George’s County Public Schools.

11. PRE-BID MEETING N/A:

A pre-bid meeting will not be scheduled for this Solicitation

12. PAYMENT TERMS

The Bidder shall submit an invoice detailing the services provided and the actual costs incurred. Payment shall be in accordance with the line item price on the Purchase Order and within 30 days after the date on the invoice or upon invoice acceptance, whichever occurs last.



The Board reserves the right to reduce or withhold contract payment in the event the Bidder does not provide the Department with all required deliverables within the timeframe specified in the contract or in the event that the Bidder otherwise materially breaches the terms and conditions of the contract.

13. MINORITY BUSINESS ENTERPRISE PROGRAM

The Board of Education of Prince George's County Minority Business Enterprise (MBE) Administrative Procedure No. 3325 requires bids for materials, supplies, equipment, and services, other than materials of instruction, to be listed as deliverables. Information about this program and forms can also be downloaded. **See MBE Administrative Procedures (AP) 3325 at <https://www.pgcps.org/offices/ograc/administrative-procedures/3000--business--non-instructional-operations/ap-3325---minority-business-enterprise-procurement-procedures>**

- a) The Minority Business Enterprise program is to inform prospective bidders that the bid of the initially deemed lowest responsive bidder, if not a "Certified" Minority Business Enterprise, is subject to being matched by a "Certified" Minority Business Enterprise (MBE) entitled to do so by the provisions of the Administrative Procedure.
- b) Only those businesses registered in the Oracle database and listed in the Minority Business Enterprise Office directory for the Board of Education of Prince George's County as a certified minority vendor at the time of any respective bid opening, shall be recognized as a "Certified Minority Business". If not listed, evidence of acceptable certification from the Maryland Department of Transportation (MDOT), Prince George's County Government and Washington Metropolitan Area Transit Authority (WMATA) must be provided to the Board's Purchasing Office prior to any respective bid opening.

14. LOCAL MBE INITIATIVE

In accordance with Prince George's County School goals promoting minority and locally based purchases, if all other factors are equal, priority shall be given to a locally based firm. "Locally based firm" in this instance refers to a company or firm with a primary business address located within the geographical boundaries of Prince George's County.

15. MINORITY BUSINESS ENTERPRISE PROHIBITIONS

State Law HB 389 and SB 611, Prime Bidders are prohibited by law from including a certified MBE in a bid or proposal without requesting, receiving, or obtaining the MBE's authorization. The bidder must also use the MBE's services to perform the contract. In addition, the bidder may not pay the MBE solely for the use of its name in the bid or proposal.

Prime Bidder may be prosecuted if they fail to comply with the law. The Board is required under the law to report the violation.

16. CYBER LIABILITY INSURANCE

All Bidders shall maintain and pay for Cyber Liability Insurance at a limit of not less than \$1,000,000 per occurrence when applicable, including coverage for data breach, media liability and third-party cyber liability.

17. LIQUIDATED DAMAGES

In the event the Award Bidder(s) fails to deliver the goods or services of the contract in accordance with the specifications, PGCPS reserves the right to purchase the goods/services on the open market in sufficient quantities



to assure the continued operation of PGCPS. All additional expenses incurred by PGCPS as a result of such purchases will be deducted from the monies owed or monies which may become due.

18. FINGERPRINT CRIMINAL HISTORY BACKGROUND CHECKS, CHILD PROTECTIVE SERVICE CLEARANCES, AND SAFE SCHOOLS TRAINING REQUIREMENTS

- a) Pursuant to [Administrative Procedure 4215](#) - *Criminal History Checks, Employee Self-Reporting of Arrests, Criminal Charges, CPS Investigations and Findings & Incarceration*, any and all Vendors, which includes Independent Contractors, Subcontractors, Outsourced Agency Employees and Outsourced Temporary Staffing, who have uncontrolled access to students must complete a fingerprint criminal history background check, child protective service (CPS) clearance and required online Safe Schools training course(s).
- b) All fingerprint background checks and CPS clearances must be completed 15 business days prior to beginning work in and around PGCPS property or engaging in any authorized activities involving PGCPS students. The fingerprint background checks and CPS clearances must be completed through Prince George's County Public Schools at one of the authorized locations listed on the PGCPS website (<https://www.pgcps.org/fingerprinting/#service>). **No person may begin working in PGCPS until fingerprint background check results are received.**
- c) Required online Safe Schools training course(s) must be completed before providing contractual services in PGCPS schools and can be accessed through the PGCPS website at <https://www.pgcps.org/offices/ograc/student-safety/required-training-for-contractors>
- d) Safety Management System (reserved).
- e) Pursuant to Md. Education Code Ann. §6-113.2 (Code), a contractor of a Board of Education who provides goods and/or services to a school or the students of a school shall meet the requirements set forth for screening its employees assigned to work at a school site to determine whether such employees have a history of child sexual abuse and/or sexual misconduct. The Vendor shall be solely responsible for completing the screening set forth in the Code, shall maintain records of employee screenings, and shall make such records available to PGCPS upon request.
- f) Prior to initiating any work at a school building, current and future employees of Vendor must sign in and sign out via the Raptor Visitor Management System, which requires a copy of their government issued identification.
- g) Prior to initiating any work at a school building, the Vendor agrees to provide the designated PGCPS representative and the PGCPS Purchasing Department with a list of all current employees and an immediate update of changes in personnel, employees, contractors, subcontractors, agents, volunteers, outsourced temporary staff and any instructors. It is the responsibility of the Vendor to make certain that its employees, contractors, subcontractors, agents, volunteers, outsourced temporary staff, consultants and any instructors meet the background check and training requirements specified. All correspondence should include the following information as applicable:



- i. title of the project
- ii. school/office
- iii. solicitation number
- iv. contract number; and
- v. PGCPS representative/project manager

19. EDUCATIONAL/MEDICAL/PSYCHOLOGICAL RECORDS

If applicable, the Bidder acknowledges its responsibility to ensure compliance with the confidentiality provisions of the Family Educational Records Privacy Act (34 CFR §99);

- a) The Health Insurance Portability and Accountability Act of 1996 (HIPAA) 45 CFR Part 160 and Part 164, Subparts A and E, and Code of Maryland Regulations §13A.08, with respect to school records provided by the Board, if applicable.

- b) Any confidential information provided by THE BOARD to Bidder, including all copies thereof must be used by Bidder only as provided for by this Agreement and only for the purposes herein described. Such information shall not be disseminated or disclosed to any third party, not a party to this Agreement, without the expressed written consent of THE BOARD and can only be done in accordance with applicable privacy laws. Bidder agrees to return to THE BOARD all such information within fifteen (15) days of the expiration of termination of this Agreement or with the express consent of THE BOARD. Bidders may destroy such information within fifteen (15) days of termination or expiration of this Agreement, certifying to THE BOARD in writing that the information has been destroyed.

20. PROTECTION OF STUDENT RECORDS

Bidder and its affiliates or subcontractor, at their expense, have a duty to and shall protect from disclosure any and all Student Records which they may come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in conformance with current industry standards.

If required in support of the contract, the Bidder or its affiliates or subcontractor shall implement and maintain a comprehensive data – security program for the protection of Student Records whether the Records are stored electronically and/or in hard copy form. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Student Records, and information of a similar character, as set forth in all applicable federal and state law and written policy of THE BOARD or the Maryland State Board of Education (“MSBE”) concerning the confidentiality of Student records. Such data-security program shall include, but not be limited to, the following:

- a) A security policy for employees related to the storage, access, and transportation of data containing Student Records;
- b) Reasonable restrictions on access to records containing Student Record information, including access to any locked storage where such records are kept;
- c) A process for reviewing policies and security measures at least annually;
- d) Creating secure access controls to Student Records, including but not limited to passwords; and
- e) Encryption of Student Records that are stored on laptops, portable devices, or being transmitted electronically Bidder and its subcontractors or affiliates shall notify THE BOARD as soon as is



practicable, but no later than twenty-four (24) hours, after they become aware of or suspect that any Student Records which Bidder or subcontractors or affiliates possess or control have been subject to a Student Records breach. The Bidder shall incorporate the requirements of this Section in all subcontracts requiring each of its affiliates to safeguard Student Records in the same manner as provided for in this Section. Nothing in this Section shall supersede in any manner Bidder or its affiliate's obligations pursuant to HIPAA, FERPA, or the provisions of this Agreement concerning the obligations of the Bidder as a service provider to THE BOARD.

21. LEGAL COMPLIANCE

- a) It shall be the Bidder's sole responsibility to ensure they are compliant with all applicable federal, state, and city laws, rules, ordinances, statutes, etc., that may impact this contract. Bidder shall comply in all respects with Federal, State (including Maryland Motor Vehicle laws) and Local Regulations, including laws regarding eligibility to work in the United States. The provisions of this Contract shall be governed by the laws of Maryland. Any disputes, legal cases or other controversies shall be pursued in Maryland Courts consistent with and subject to Maryland State Law. Additionally, if applicable, all materials, supplies, equipment, or services supplied, as a result of this Contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act Standards.
- b) Specifically, bidders shall comply with all applicable laws and regulations relating to the employment of aliens, such failure shall constitute a material breach of contract. It is a mandatory requirement of this contract that employees of bidder and bidder's subcontractor are screened through the Federal Government's E-Verify system, found at www.dhs.gov/E-Verify. This is a "no fee" service.
- c) The Board shall bear no responsibility for monitoring the Bidders' compliance with said legal requirements. Bidders' violation of any of these laws, statutes, ordinances, rules or regulations constitutes a breach of this Contract and entitles the Board to terminate this Contract immediately upon delivery of written notice of termination to Bidder.
- d) In the event of conflict between this IFB and any of the General Terms and Conditions proposed by any bidder, or incorporated in any acknowledgement of contract awarded to the successful bidder, then, and in such event, the terms and conditions stated herein shall take precedence unless modified in writing by the Director of Purchasing & Supply Services, Prince George's County Public Schools.
- e) The Parties agree that all other terms and conditions of the Agreement shall remain in full force and effect and shall only be amended in writing, signed by both parties.

22. EPA COMPLIANCE

Materials, supplies, equipment, or services shall comply in all respects with the Federal Noise Control Act of 1972, where applicable.

23. BONDING:

- a) Bidder **IS** required to submit a Bid bond
- b) Bidders will be required to submit a Performance Bond for each project at or over \$100,000. The Board reserves the right to request performance and labor bond for amount over or under \$100,000.00



PERFORMANCE AND LABOR BOND: The successful respondent is required to submit a performance and/or labor bond, Cashier's or Certified Check in the amount of one hundred percent (100%) as determined by the BOARD and specified in the awarded project, of all phases of the contract to ensure the satisfactory completion of the work (COMAR 21.06.07.10). The bond, cashier or certified check must be made in favor of the **BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO, MARYLAND 20772-9983.**

24. PERSONAL IDENTIFIABLE INFORMATION (PII)

Personally Identifiable Information includes any information that can be associated with or traced to any individual, including an individual's name, address, telephone number, e-mail address, credit card information, social security number, or other similar specific factual information, regardless of the media on which such information is stored (e.g., on paper or electronically) and includes such information that is generated, collected, stored or obtained as part of this Agreement, including transactional and other data pertaining to users. The parties will comply with all applicable privacy and other laws and regulations relating to protection, collection, use, and distribution of Personally Identifiable Information. In no event may PII be sold or transferred to third parties, or otherwise provide third parties with access thereto. If there is a suspected or actual breach of security involving Personally Identifiable Information, the parties will notify each other within twenty-four (24) hours of a management-level employee becoming aware of such occurrence.

25. BIDDER PERFORMANCE EVALUATION

PGCPS will complete an annual evaluation of the supportive program and related services provided. A copy of the evaluation will be provided upon receipt of request.



PART VI: SPECIAL TERMS AND CONDITIONS

1. INVITATION FOR BID (IFB)

- a. DIRECTIONS: The Board of Education of Prince George's County (The Board) invites all interested and qualified vendors to submit bids to this IFB in accordance with directions specified in the attached General Terms and Conditions and these Special Terms and Conditions.
- b. DEFINITIONS: For the purpose and clarity of this document only, "The Board" will mean The Board of Education of Prince George's County. Also, for the purpose and clarity of this document, "Vendor" will mean any reliable and interested broker, vendor, supplier, bidder, and/or manufacturer that wants to respond to this IFB.

2. GENERAL REQUIREMENTS

- a. AUTHORIZED DEALERS: If applicable, only authorized dealers may submit a bid on requested equipment. At the discretion of The Board, a certificate, executed by the manufacturer, may be requested stating that the Vendor is an authorized agent of the manufacturer and is duly authorized to service and maintain the equipment.
- b. INSPECTIONS: The Board reserves the right to have inspectors on the premises of the manufacturer during the process of manufacture of any products being furnished under this IFB for as long as may be considered necessary by The Board. All expenses of the inspectors shall be borne by The Board. The presence of the inspectors at the site of manufacture of the products shall not relieve the Awarded Vendor of responsibility for faulty workmanship of materials that may be discovered at any time after delivery and prior to final acceptance in accordance with the specifications. In case of factory inspection of items being manufactured for The Board, every facility shall be afforded inspectors by the manufacturers for the pursuance of their work.
- c. TYPES OF PURCHASES: These specifications are intended to cover the various types of purchases of equipment, materials, supplies, or services as shown to any or to each of the various public and charter schools, offices, or to any designated warehouse or warehouses in Prince George's County.
- d. SINGLE PRICE: Unless otherwise specified in the General Terms and Conditions table attached to this IFB, the Vendor will not be allowed to offer more than one price on each item even though the vendor may feel that it has two or more types or styles that will meet specifications. Vendor must determine which to offer. If said Vendor should submit more than one price on any item, all prices for that item will be rejected.
- e. AGGREGATE BIDS: Where provision is made on the bid form for bidding items on an individual, group or aggregate basis, the award will be made on whichever basis is in the best interest of the Board. When an aggregate bid is requested, the unit prices for each item shall be identified in the response. The unit prices in an aggregate bid should be consistent with the total quoted price for



an aggregate bid. No bid or a combination of items will be permitted except as noted in the General Terms and Conditions.

- f. **MINIMUM REQUIREMENTS:** Whenever mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's code, A.S.M.E. regulations, or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications. In case of any apparent conflict between the specifications and such laws, ordinances, etc., the Awarded Vendor shall call said conflict to the attention of the Board Director of Purchasing & Supply Services for a decision before proceeding with any work.
- g. **USE OF BRAND NAMES:** Except where Brand Names are required as detailed in the Scope of Work, the use of brand names and model numbers are offered as a reference for Vendors as to the style, size, weight, and other characteristics of the item(s) in the specifications. The use of such brand names should not be interpreted as the exclusive brand desired unless so stated. The determination of the acceptability and/or the criteria for acceptability of an alternate is solely the responsibility of the Board.
- h. **PRODUCT OFFERED BY THE VENDOR:** The product offered by the Vendor shall be new, not used, and the latest version of the product. Should a product be discontinued and/or upgraded during the course of the contract, the Vendor shall offer to The Board a new alternate product that meets and/or exceeds the established specifications, under the same terms, conditions, and prices as the originally offered item.
- i. **COMPLIANCE WITH SPECIFICATIONS:** The Vendor shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the drawings and specifications, as decided by the Director of Purchasing & Supply Services. Where the requirements of the specifications call for higher grades and are not in conflict with the laws, ordinances, etc., the specifications shall govern. Where the requirements of the laws, ordinances, etc., are mandatory, they shall govern. The successful Vendor, after award and before manufacture and/or shipment, may be required to submit working drawings or detailed descriptive data identified as acceptable to The Board, which would provide sufficient data to enable The Board to judge the Vendor's compliance with the specifications.
- j. **DEVIATIONS TO SPECIFICATIONS:** Any deviation from the specifications must be noted in detail by the Vendor, in writing, as a separate attachment to the response. The absence of a written list of specification deviations attached to the response will hold the Vendor strictly accountable to The Board to the specification as written. Any deviation by the Awarded Vendor from the specifications, without prior documented approval, will be grounds for rejection of the goods and/or equipment when delivered.



PURCHASING AND SUPPLY SERVICES

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- k. **SUBCONTRACTORS:** The Awarded Vendor shall give its constant personal attention to the faithful execution of this contract, shall keep the same under its own control, and shall not assign by power of attorney or otherwise, the work or any part thereof without the previous written consent of the Board. The Awarded Vendor shall provide the name of the sub-bidder(s) it intends employing, the portion of the materials/labor to be furnished, their place of business, and such other information as requested by the specifications and/or the Director of Purchasing & Supply Services or his or her designee prior to any work performed. The information may be used in considering the potential performance capabilities of the sub-bidder(s). The Awarded Vendor shall not, without prior written consent of The Board, assign any of the monies payable under the contract.
- l. **COOPERATIVE PURCHASING:** The Board reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The supplier/bidder agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies.

Each participating jurisdiction or agency shall enter into its own contract with the Awarded Bidder(s) and this contract shall be binding only upon the principals signing such an agreement. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Awarded Bidder. The Board does not assume any responsibility other than to obtain pricing for the specifications provided.

- m. **CONFLICT OF INTEREST, LOBBYING AND ETHICS REVIEW PANEL**
- In accordance with ' 15-811 through 15-815 of the State Government Article of the Annotated Code of Maryland, the Board of Education of Prince George's County has promulgated Ethics Policies, which cover conflict of interest, financial disclosure and lobbying. All bidders are expected to comply with any and all Board Ethics Policies that may apply to them individually or as a business entity.
 - All bidders should review carefully the conflict of interest policies. Specific attention should be accorded to the Board Ethics Policies (Board Policy 0107) prohibiting Prince George's County Public Schools employees from benefiting from business with the school system.
 - All bidders are placed on notice that all questions/interpretations concerning the Board Ethics Policies may be submitted to the Ethics Review Panel in accordance with Board Policy 0107.



3. PRICES

- a) **UNIT PRICES:** Unit Prices must be rounded off to no more than two (2) decimal places, unless so specified in the General Terms and Conditions included with the IFB. All unit prices on items shall be completed on the bid sheet(s). In case of error in extension of prices in the bid response, the unit price shall govern.
- b) **UNITS OF MEASURE:** Wherever The Board indicates the unit of measure required and the Vendor's price is based on a different unit of measure, it shall be at the sole discretion of The Board to determine whether the Vendor's price will be recalculated. The Board will not accept any bids with Vendor escalator clauses, unbalanced figures, or irregular features.
- c) **DELIVERY CHARGES:** All prices shall include FOB Destination.
- d) **CASH DISCOUNTS:** Cash discounts will not be taken into consideration in determining a contract award. All discounts, other than prompt payment, are to be included in the bid price.
- e) **PRICE REDUCTIONS:** The Board reserves the right to accept price reductions from the Awarded Vendor during the term of this contract to occur no less than thirty (30) days from the approval of the contract.
- f) **TAXES:** The Board is exempt from the payment of the Maryland Sales Tax (Tax Exempt Number 30002539) and Federal Excise Tax (Tax Identification Number 52-2064-235). Prices quoted shall not include State Sales and Use Tax or Federal Excise Tax.

4. ITEM DELIVERY

- a. **GENERAL DELIVERY REQUIREMENTS:** Except where delivery time information is detailed in Part III Scope of Work, all materials, supplies, and equipment for The Board shall be delivered F.O.B. Destination. All deliveries must be inside the building. Delivery hours shall be Monday through Friday with the exception of holidays, **to offices - between 8:30 a.m. and 3:00 p.m. (or) to schools between 9:00 a.m. and 2:30 p.m.** Drivers must be bonded, have a clean driving record and have the appropriate training to handle hazardous items. Vendors will have the ability (including all applicable permits and licenses) to handle all types of shipments ranging from letters to multi-carton shipments, including bulky and fragile items. Delivery must include a current MSDS for each hazardous chemical or chemical compound delivered or used by the Vendor at a The Board worksite. The Awarded Vendor shall be liable for the full replacement value of any delivery item lost or damaged.
- b. **SPECIAL DELIVERY INSTRUCTIONS:** Special Instructions for delivery dates, delivery of heavy equipment, materials or machinery requiring special handling, to schools/sites under construction and/or renovation or refrigerated goods will be defined in General Terms and Conditions.
- c. **PACKING:** All materials must be securely packed in accordance with accepted trade practices. The Board Purchase Order number must be plainly visible on the exterior of each container. A packing



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

- d. **SAFETY REQUIREMENTS:** The Awarded Vendor shall provide all equipment and machinery furnished and delivered to The Board complying with the Safety regulations as required by OSHA and the Maryland State Safety Health Act known as MOSHA. The Vendor shall sign the safety section, if attached in the bid response, certifying that the regulations for the type of equipment furnished shall meet all regulations applying to this type of equipment meeting the CFR-1910 OSHA Standard. The Vendor shall submit Material Safety Data Sheets (MSDS) for all items awarded to that vendor provided under the terms of this bid in accordance with OSHA Communication Standard 29 CFR 1910.101, 29 CFR 1910.1200 and 29 CFR 1926.58 or any other applicable state, federal, or local regulation. Prior to delivery of the items awarded, the vendor must submit MSDS sheets to: Board of Education of Prince George's County, Director of Safety, 13300 Old Marlboro Pike, Upper Marlboro, Maryland 20772.

5. GUARANTEE AND WARRANTIES

- a. **GENERAL REQUIREMENTS:** Payment shall be based upon acceptance of goods or services by The Board. Vendor expressly warrants that: (a). The merchandise to be furnished and services performed will be free from defects in material and workmanship and will be in full conformity with the specifications, drawings, representation, or sample; that this warranty shall survive acceptance and payment of the merchandise; and that the Vendor will bear the cost of inspection of all goods and services rejected. (b). The Vendor hereby provides a warranty of authorization as to all goods and services. (c). The goods or services furnished must be or have been mined, manufactured, or produced in full compliance with at least the minimum conditions required under the Fair Labor Standards Act of 1938, as amended, and all other applicable local state and federal laws, rules, and regulations to include Department of Transportation (DOT), Food and Drug Administration (FDA) regulations, and the Equal Opportunity Clause contained in Executive Order 11246, as amended. If applicable to the goods or services purchased herein, vendors must also be in full compliance with the Workplace Hazardous Materials Information System (WHMIS) legislation and maintain a written Hazard Communication Plan.
- b. Awarded Vendor, its employees, agents, volunteers, and bidders who may have contact with students must be in compliance with Title 5, Subtitle 5, Part VI, of the Family Law Article of the Maryland Code. All costs thereof shall be borne by the Vendor.

6. ANNULMENTS AND RESERVATIONS

- a. **RIGHT TO REJECT:** The Board reserves the right to exercise its statutory option to reject any or all bids and re-advertise for other bids. The Board reserves the right to order the said equipment,



materials, supplies or services as described within the specifications, and the Board also reserves the right not to order any items(s) within the specification.

- b. **WAIVER OF TECHNICAL DEFECTS:** The Board reserves the right to waive technical defects, if in its judgment the interest of The Board shall so require.
- c. **CONTRACT RESERVATIONS:** The Board reserves the right to annul any contract if, in its opinion, there shall be a failure, at any time, to perform faithfully any of its stipulations, or in case of any willful attempt to impose upon The Board materials, products and/or workmanship inferior to that required by the Vendor, and any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of The Board to damages for the breach of any covenant of the contract by the Vendor(s). Should the Vendor(s) fail to comply with the conditions of this contract or fail to complete the required work within the time stipulated in the contract, except for circumstances beyond its control, including, but not limited to, Acts of God, war, flood, governmental restrictions, or the inability to obtain transportation, The Board reserves the right to purchase the required articles in the open market or to complete the required work at the expense of the Vendor(s). Should the Vendor be prevented from furnishing any item or items, or from completing the required work included in the contract, by reason of such failures caused by circumstances beyond its control, including but not limited to Acts of God, war, flood, governmental action, or the inability to obtain transportation, The Board reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities.
- d. **AUTHORITY TO DEBAR OR SUSPEND:** The Director of Purchasing & Supply Services shall have the authority to debar a person or company for cause from consideration for award of contracts

7. TERMINATION OF CONTRACT

- a. **TERMINATION FOR NON-APPROPRIATION OF FUNDS:** The Board may terminate this contract, in whole or in part, due to insufficient funding or non-appropriation of funds with written notice to the Vendor. The Board shall pay for all of the purchases, if any, incurred up to the date of the termination notice.
- b. **TERMINATION FOR DEFAULT:** When the Vendor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of The Board. Failure on the part of a Vendor to fulfill contractual obligations shall be considered just cause for termination of the contract, and the Vendor is not entitled to any costs incurred up to the date of termination. In the event of a default by the vendor, this Contract may be terminated.
- c. **TERMINATION FOR CONVENIENCE:** The Board has the right to terminate this Agreement at any time, without any liability, upon five (5) days prior written notice to Vendor, provided that Vendor shall be compensated for services rendered prior to the date of termination.



- d. Each participating jurisdiction and/or local educational agency (LEA) public school district has the right to withdraw from the terms of the contract without showing cause, by providing thirty (30) calendar days' written notice to the vendor(s). The participating jurisdiction/ LEA shall pay all reasonable costs incurred by the vendor(s) up to the date of termination. The vendor(s) shall not be reimbursed for any anticipatory profits which have not been earned up to the date of termination.
- e. Language to support Termination for Convenience by the vendor(s) shall so be stipulated in the contract document between jurisdiction/ LEA and the vendor(s). Such language, when included, shall take precedence over the language of this specification.

8. GOVERNING LAW & VENUE

- a. The IFB shall be construed in accordance with, and interpreted under, the laws of the State of Maryland. Any lawsuits arising out of such IFB shall be filed in the Circuit Court of Upper Marlboro, Maryland.

9. CONTRACT TERMS AND CONDITIONS

- a. **SUBMISSION OF INVOICES:** Supplier agrees to accept the line-item price on the purchase order as final payment. All invoices are to be submitted promptly showing Purchase Order number, cost breakout to include labor rate (hours) and material (cost and markup), and name and address of recipient and mailed to Board of Education of Prince George's County, Accounts Payable Office, Room 14201 School Lane, RM 130 Upper Marlboro, Maryland 20772 (unless otherwise noted).
- b. **INCORRECT INVOICES:** Incorrect invoices will be returned for correction or paid in accordance with the purchase order. Each invoice shall identify the Board Contract Number, Purchase Order Number, line item number and item descriptions or services shall be listed in the same order as on the Bid and/or Purchase Order.
- c. **PARTIAL PAYMENTS:** Payment in full will only be made upon final acceptance of items as shown on the Purchase Order. Partial payments are permissible.
- d. **LATE SUBMISSION OF INVOICES:** The parties acknowledge and agree that the Vendor's invoices are to be submitted in a timely manner, per the terms of the purchase order, after the services have been provided or the goods and materials have been provided. If invoices are submitted after one calendar year after the Vendor's services have been rendered or the last date when goods and materials were accepted by the Board, then the Board shall have no obligation to pay for the stale invoices.
- e. **CONFIDENTIALITY:** Vendor acknowledges and agrees to hold all Confidential Information in the strictest confidence as a fiduciary and will not make any press release or public announcement, or voluntarily sell, transfer, publish, disclose, display or otherwise make available to any third



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persons such Confidential Information or any portion thereof without the express written consent of the Board. Vendor and its employees, agents, volunteers and bidders shall maintain the confidentiality of all medical, psychological, and student records in compliance with federal and state laws. Additionally, Vendor shall procure from the parent or guardian of each student receiving services hereunder a written consent in favor of Vendor and The Board for the mutual disclosure of such records by and among the Vendor, The Board and The Board' employees, agents, volunteers and bidders.

- f. **INDEMNIFICATION:** Vendor shall indemnify, defend, and hold harmless the Board of Education, CEO and their respective elected/appointed officials, employees, departments, agencies, agents and volunteers from any and all claims, demands, suits, and actions, including attorney's fees, litigation expenses and court costs, connected therewith, brought against the Board and their respective elected/appointed officials, employees, departments, agencies, agents, and volunteers, arising as a result of direct or indirect, willful, or negligent act or omission of the Bidder or its employees, agents, or volunteers.
- g. **NON-ASSIGNABILITY:** This contract shall not be assigned or services subcontracted in whole or in part without the written consent of the Board. Any attempt to do so without such written consent shall be null and void of no effect.
- h. **INDEPENDENT VENDOR:** Vendor is furnishing its goods and/or services hereunder as an independent Vendor, and nothing herein shall create any association, partnership or joint venture between the parties hereto or any employer-employee relationship.
- i. **GENERAL RECORDS CLAUSE:** Vendor's contracts, files, accounts, records, and other documents related to this Contract shall be open to examination and/or audit by the Board and made available by the Vendor to the Board and/or its designated agents at any time upon reasonable prior notice, during performance under this Contract and for a period of four (4) years after final payment or such longer period of time as required by law or rule or regulations.
- j. **SOLE AGREEMENT:** This Contract constitutes the sole agreement between the parties hereto and no amendment, modification or waiver of any of the terms and conditions hereof shall be valid unless in writing and executed by both parties. Any prior verbal agreements or bids shall not be considered a part of this Contract.
- k. **PROTECTION OF PROPERTY:** Vendor will use reasonable care to avoid damaging existing buildings, equipment, and property at The Board sites and all material furnished by The Board ("Property"). If the Vendor's failure to use reasonable care causes damage to any property, Vendor must replace or repair the damage at no expense to the Board as directed by the Contracting Officer. If the Vendor fails or refuses to make such repair or replacement, the Vendor will be liable for the cost, which may be deducted from payments due Vendor.



- I. PUBLIC STATEMENTS: Vendor shall not use or reference the Name or Emblem of The Board Of Education of Prince George's County in issuing any press releases or otherwise making any public statement with respect to this Contract (unless such press release or statement is required by applicable law regulation or the requirements of any listing agreement with any applicable stock exchange) without the prior written consent of The Board, which consent will not be unreasonably withheld. Purchase by the Board of any articles, material, merchandise, or service does not imply that the Board has either adopted or endorsed the product of service, and the use by any manufacturer, Vendor, merchant or other person of the name or emblem of the Board in any advertisement that they are furnishing products or services is not authorized. The unauthorized use of the name or emblem of the Board is prohibited by the United States Criminal Code - Section 706.

10. CHANGES IN TERMS OR DELIVERY

After award of individual contracts, any questions or correspondence related but not limited to the following matters must be directed to the PURCHASING OFFICE, BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO, MARYLAND 20772-9983, in writing:

In the event of strikes, Acts of God, or other circumstances beyond the bidder's control which prevent completion of service or delivery, the bidder must secure temporary contractual relief. The circumstances and duration must be stated by the bidder in writing and be forwarded to the PURCHASING OFFICE within ten (10) days after their development. Contractual relief shall be only that which is acceptable to and in agreement with the PURCHASING OFFICE, for those goods and services which are necessary for the day-to-day needs of the BOARD. **Please Note: ALL OVERTIME MUST BE APPROVED IN ADVANCE**



APPENDIX A – BID AND ADDENDUM ACKNOWLEDGEMENT

**IFB PUR 26-015
VAPE DETECTORS**

Note: When submitting your bid, please use this page as a cover sheet for your proposal.

In compliance with your invitation for bidders, the undersigned proposes to furnish and deliver all labor and materials in accordance with the accompanying specifications and "Instructions and General Conditions" for the price as listed on the enclosed Proposal Sheet(s).

I/We certify that this bid/proposal is made without previous understanding, agreement, or connection with any person, firm, or corporation submitting a bid/proposal for the same goods/services and is, in all respects fair and without collusion or fraud; that none of this company's officers, directors, partners or its employees have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government; and that no member of the Board of Education of Prince George's County, Administrative or Supervisory Personnel or other employees of the Prince George's County Public Schools, has any interest in the bidding company except as follows:

COMPANY: _____

dba: _____

REGISTERED MARYLAND BIDDER NUMBER: _____

FEDERAL IDENTIFICATION: _____ DATE: _____

The undersigned has familiarized themselves with the conditions affecting the work, the specifications, and is legally authorized to make this proposal on behalf of the Bidder listed above.

NAME (please print): _____ TITLE: _____

SIGNATURE OF ABOVE: _____

ADDRESS: _____

TELEPHONE # _____ FAX: _____

E-MAIL ADDRESS (for correspondence): _____

E-MAIL ADDRESS (for receiving Purchase Orders): _____



APPENDIX A – BID AND ADDENDUM ACKNOWLEDGEMENT (CONTINUED)

**IFB PUR 26-015
VAPE DETECTORS**

ACKNOWLEDGMENT OF ADDENDA (when applicable)

The company/firm acknowledges the receipt of the following addenda for **IFB PUR 26-015**. Bidder must sign below to acknowledge receipt for each Addendum. Bidders are directly responsible for obtaining updates, changes or addendums either from the eMMA webpage or by contacting the Purchasing Office for instructions.

Vendor Name: _____

Name and Title: _____

(Authorized to sign on behalf of the Company)

Addendum No. 1 _____

Signature

Addendum No. 2 _____

Signature

Addendum No. 3 _____

Signature

Addendum No. 4 _____

Signature

Addendum No. 5 _____

Signature

END OF APPENDIX A



APPENDIX B – PAST PERFORMANCE REFERENCES

IFB PUR 26-015

VAPE DETECTORS

Bidders shall provide **three (3) references** with rendering services similar in size and scope to those in this IFB. Bidder shall include references shall be based upon projects that have been **completed by the bidder within the last five (5) years.**

The descriptions shall include: a) a Summary of the services offered including the number of years the Bidder provided these services; b) the Bidders’ ability to manage similar contracts, c) the quality and breadth of services provided by the Bidder under similar contracts.

RECENT/PAST PERFORMANCE REFERENCES

Client Name: _____

Contract #: _____

● Date(s) of Services: _____

● Contract Awarded Value: _____

● Describe Scope of Work Performed: _____

● Describe Size of Project (Qualitative or Quantitative) _____

● Describe Level of Complexity _____

Reference Contact Name & Title (must be available to validate information):

Email Address: _____

Phone No: _____



APPENDIX B – PAST PERFORMANCE REFERENCES (CONTINUED)

**IFB PUR 26-015
VAPE DETECTORS**

RECENT/PAST PERFORMANCE REFERENCES

Client Name: _____

Contract #: _____

● **Date(s) of Services:** _____

● **Contract Awarded Value:** _____

● **Describe Scope of Work Performed:** _____

● **Describe Size of Project (Qualitative or Quantitative)** _____

● **Describe Level of Complexity** _____

Reference Contact Name & Title (must be available to validate information):

Email Address: _____

Phone No: _____



APPENDIX B – PAST PERFORMANCE REFERENCES (CONTINUED)

**IFB PUR 26-015
VAPE DETECTORS**

RECENT/PAST PERFORMANCE REFERENCES

Client Name: _____

Contract #: _____

● **Date(s) of Services:** _____

● **Contract Awarded Value:** _____

● **Describe Scope of Work Performed:** _____

● **Describe Size of Project (Qualitative or Quantitative)** _____

● **Describe Level of Complexity** _____

Reference Contact Name & Title (must be available to validate information):

Email Address: _____

Phone No: _____



APPENDIX C - NON-COLLUSION CERTIFICATE

**IFB PUR 26-015
VAPE DETECTORS**

I HEREBY CERTIFY that I am the _____ and the duly authorized representative of

_____ whose address is

_____ and THAT NEITHER I nor, to the best of my knowledge, information, and belief, the above firm nor any of its other representatives I here represent:

- (a) Have agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the IFB or offer being submitted herewith.
- (b) Have in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the IFB price or price bid of the bidder or Bidder herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the Contract for which the within IFB or offer is submitted.

In making this affidavit, I represent that I have personal knowledge of the matters and facts herein stated.

Signature of:

X _____
Bidder, if the bidder is an individual

X _____
Partner, if the bidder is a partnership

X _____
Officer, if the bidder is a corporation

Subscribed and sworn before me this day of _____, 20____.
Date

X _____
Notary Public

My Commission Expires



APPENDIX D - DEBARMENT AFFIDAVIT

IFB PUR 26-015

VAPE DETECTORS

I, _____ being first duly sworn deposes and that he/she is an officer in the _____ and the party making a certain proposal or IFB dated _____, 20____, to the Board of Education of Prince George's County:

I further affirm that: Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension):

I further affirm that: (1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Purchasing Article of the Annotated Code of Maryland; and (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

In making this affidavit, I represent that I have personal knowledge of the matters and facts herein.

Signature of:

X _____
Bidder, if the bidder is an individual

X _____
Partner, if the bidder is a partnership

X _____
Officer, if the bidder is a corporation

Subscribed and sworn before me this _____ day of _____, 20_____.

X _____
Notary Public

My Commission Expires



APPENDIX E - ANTI-BRIBERY AFFIDAVIT

IFB PUR 26-015

VAPE DETECTORS

I HEREBY CERTIFY that I _____, am the duly authorized representative of the firm of _____ whose address is _____, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

Except as described below, neither I, nor to the best of my knowledge, the firm, nor any of its officers, directors, or partners, or any of its employees directly involved in obtaining contracts with the State or any county, bi-county, or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo contendere to a charge of, or have during the course of official investigation or other proceeding admitted in writing or under oath acts or omissions committed after July 1, 1997, which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any state or federal government.

- (State "none" or, as appropriate, list any conviction, please, or admission described in paragraph above, with the date; court, official, or administrative body; and the sentence or disposition, if any.)

I acknowledge that this affidavit is to be furnished to the requesting agency, to the Secretary of Budget and Fiscal Planning of Maryland, and, where appropriate, to the Board of Public Works and the Attorney General under 16-202, S.F. of the Annotated Code of Maryland. I acknowledge that if the representatives set forth in this affidavit are not true and correct, the State may terminate any contract awarded and take any other appropriate action.

I further acknowledge that I am executing this affidavit in compliance with 16-203, S.F. of the Annotated Code of Maryland, which provides certain persons who have been convicted or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation or law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

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

Signature of:

X _____
Bidder, if the bidder is an individual

X _____
Partner, if the bidder is a partnership

X _____
Officer, if the bidder is a corporation

Subscribed and sworn before me this _____ day of _____, 20____.

X _____
Notary Public

My commission expires



APPENDIX F - CERTIFICATE OF INSURANCE COVERAGE

IFB PUR 26-015

VAPE DETECTORS

The successful bidder will be required to provide insurance coverage as shown in General Conditions of IFB and Contract, prior to beginning any work. This insurance coverage must be maintained throughout the life of the contract. **PROOF THAT COVERAGE IS EITHER CURRENTLY IN PLACE OR WILL BE PROVIDED MUST BE SUBMITTED WITH THE BID.**

This can be done by one of the two following methods:

- Complete form "CERTIFICATION OF INSURANCE COVERAGE" (OR) Submit a Certificate of Insurance on a form provided by your Insurance Agent.

This form must include the following clauses:

- The Board of Education of Prince George's County is hereby named as Additional Insured.
- The policy(s) cannot be reduced or canceled without at least forty-five (45) days' prior written notice to The Board of Education of Prince George's County.
- The insurance company is prohibited from pleading government function in the absence of any specified written authority from The Board of Education of Prince George's County.
- The policy(s) will automatically include and cover all phases of work, equipment, persons, et cetera which are normally covered while performing work under the above contract, whether specifically written therein or not.
- Regardless of the method used, the form **MUST** be totally complete, **MUST** show that all Limits of Insurance are or will be met, and **MUST** be signed by the Agent.
- Failure to provide the required insurance coverage by either of the two (2) methods described above when the IFB is submitted may result in rejection of your IFB as being non-responsive.



PURCHASING AND SUPPLY SERVICES

De'Nerika Johnson, MBA, CPPO, NIGP-CPP - Director of Purchasing and Supply Services
13300 Old Marlboro Pike | Upper Marlboro, MD 20772 | 301-952 6560

IF YOU ARE UNABLE TO PROVIDE A CERTIFICATE OF INSURANCE FROM YOUR INSURANCE COMPANY, YOU MUST COMPLETE THE FORM BELOW:

BIDDER NAME: _____

ADDRESS: _____

NAME OF SURETY: (TYPE OR PRINT) _____

NAME OF AGENT: (TYPE OR PRINT) _____

AGENT'S PHONE NO: _____

TYPE OF COVERAGE	MINIMUM REQUIRED LIMITS	POLICY OR BINDER NUMBER	ACTUAL LIMITS PROVIDED	EXPIRATION DATE
COMMERCIAL GENERAL LIABILITY OCC	\$1,000,000			
COMMERCIAL GENERAL LIABILITY AGG	\$3,000,000			
BUSINESS AUTOMOBILE LIABILITY	\$1,000,000 PER OCCURRENCE			
WORKMAN'S COMP	MARYLAND STATE MINIMUM COMPENSATION STATUTORY			

LIMITS ON ABOVE POLICY WILL BE INCREASED

ABOVE POLICY NOW IN EFFECT

POLICY WILL BE OBTAINED/ISSUED ON _____

The following additional clauses will be considered a part of the above policy(s), the same as if specifically written therein, as pertains to the above stated contract.



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- The Board of Education of Prince George’s County is hereby named as Additional Insured.
- The policy(s) cannot be reduced or canceled without at least forty-five (45) days prior written notice to the Board of Education of Prince George’s County.
- The insurance company is prohibited from pleading government function in the absence of any specific written authority by the Board of Education of Prince George’s County.
- The policy(s) will be automatically included and cover all phases of work, equipment, persons, et cetera which are normally covered while performing work under the above contract, whether specifically written therein or not.
- The Board of Education of Prince George’s County is hereby granted authority to contact the agency directly to confirm the Board of Education of Prince George’s County information or obtain copies of certificates of insurance. The Board of Education of Prince George’s County bears no responsibility for premiums or other cost of insurance. If policy(s) is not currently in effect, it will be written immediately upon notice of award, and a copy of the binder or certificate will be sent directly to the Board of Education of Prince George’s County. A properly executed copy of this document shall be legally binding as a Carrier Certificate of Insurance Form.

The below signed hereby certifies that the following information provided is true and correct.

Signature of:

X _____
(AUTHORIZED AGENT’S SIGNATURE)

X _____
(DATE)

END OF APPENDIX F



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APPENDIX G - FINANCIAL BID FORM

IFB PUR 26-015

VAPE DETECTORS

COMPANY NAME: _____

ADDRESS: _____

PHONE: _____

TO: The Board of Education of Prince George’s County

We propose the delivery and installation of **VAPE DETECTORS** to the Board of Education of Prince George’s County in accordance with the Scope of Work, General Terms and Conditions, and Special Terms and Conditions of **IFB PUR 26-015**.

INSTRUCTIONS:

Each vendor shall provide a fixed rate per each unit and a material discount as listed on Attachment A – Cost Bid Form. **NOTE: Attachment A – Cost and Percentage Off Bid Form shall be submitted in Excel format as detailed in Attachment A. PGCPS will not accept handwritten Cost Bid Forms.** Prices shall be fixed for the contract term and option period.

The undersigned agrees to furnish all labor, materials, and services necessary to provide services for The Board of Education of Prince George’s County in accordance with the attached specifications, and other related contract documentation.

SIGNATURE OF:

X _____
(AUTHORIZED AGENT’S SIGNATURE)

X _____
(DATE)

(NAME)

(EMAIL)



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APPENDIX H - MBE FORM

IFB PUR 26-015

VAPE DETECTORS

This document must be completed by All Bidders, signed in blue ink by an authorized company official & submitted with your bid response.

Prime Bidder Name: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Number: _____

Ref Bid Number: _____

FOR LOCALLY BASED MINORITY USE ONLY

LOCALLY BASED MINORITY BUSINESS TYPE (check as applicable):

PGC MBE ____ PGC MWE ____ MD MBE ____ MD MWE ____

IF THE BIDDER/VENDOR IS A LOCALLY BASED MINORITY BUSINESS, PROVIDE CERTIFICATION INFORMATION:

P.G. COUNTY GOVERNMENT: Certification No.: _____

MD. STATE DEPT. OF TRANSPORTATION: Certification No.: _____



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APPENDIX I-A – STATE OF MARYLAND TAX CERTIFICATION

IFB PUR 26-015

VAPE DETECTORS

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

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

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

Signature

Date

Name (please type or print)

Witness Signature

Date

Name (please type or print)



APPENDIX I-B – STATE OF MARYLAND CERTIFICATE OF GOOD STANDING

IFB PUR 26-015

VAPE DETECTORS

Bidder shall submit a State of Maryland Certificate of Good Standing or other State of Maryland issued documentation verifying the bidder is in Good Standing with the Department of Assessment and Taxation of Maryland and/or registered to do business in the State of Maryland.

Certificates of Status may be obtained online at <http://www.dat.state.md.us>.

This requirement applies to both Domestic and Foreign (out of state) Bidders. Foreign entities should contact the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201, to determine and apply for the appropriate documentation.

- a) Bidder shall complete and submit an Appendix I, "State of Maryland Tax Certification", provide a current State of Maryland Certificate of Good Standing or other filing verifying the Bidder is in Good Standing with the Department of Assessments and Taxation of Maryland. Certificates of Status may be obtained online at <http://www.dat.state.md.us>. This requirement applies to both Domestic and Foreign Bidders (out of state).
- b) Foreign entities should contact the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201, to determine and apply for the appropriate documentation.



APPENDIX J – CERTIFICATION OF COMPLIANCE

**IFB PUR 26-015
VAPE DETECTORS**

All Bidders, subcontractors or vendors must abide by PGCPs Board policies and regulations while working on PGCPs property.

Maryland Law requires that any person who enters into a contract with a county board of education may not knowingly employ an individual to work at a school (or PGCPs facility) if the individual is a registered sex offender. Please reference §11-113 of the Criminal Procedure Article of Maryland Code for penalty.

Be advised that individuals who are registered sex offenders are not eligible to work on any PGCPs project. The Bidder must initially check the Maryland Department of Public Safety & Correctional Services' MARYLAND SEX OFFENDER REGISTRY and search for the name of any employee to be assigned to work on this project. This applies to subcontractors and material/equipment suppliers as well.

In the event that a registered sex offender is discovered to be working on a PGCPs project, whether through employment by the prime Bidder, subcontractor or vendor, the site superintendent will immediately remove the individual from the premises and permanently terminate his work assignment. PGCPs may terminate this contract as a result if the Bidder is unable to demonstrate he has exercised care and diligence in the past in checking the Maryland registry.

Effective July 1, 2015, amendments to §6-113 of the Education Article of the Maryland Code further require that a bidder or subcontractor or vendor 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 sexual offense in the third or fourth degree under §3-307 or §3-308 of the Criminal Law Article of the Maryland Code. Child sexual abuse under §3-602 of the Criminal Law Article of the Maryland Code or any other State; or a crime of violence as defined in §14-101 of the Criminal Law Article of the Maryland Code or any other State.

With the passing of Maryland Law MD. Code, Educ. 6-113.2, employers of all contracted staff must obtain background information relating to child sexual abuse or sexual misconduct. This means that all contracted staff having direct contact with students must meet all of the PGCPs and Maryland State Department of Education (MSDE) requirements before doing business with PGCPs. See: [Maryland State Department of Education Website](#); [House Bill 486 Child Sexual Abuse and Sexual Misconduct Prevention](#); [MSDE Guidelines For MD. Code, Educ. 6113.2](#); and [Employment History Review Form for Child Abuse and Sexual Misconduct](#) for additional information.

In addition, there has been no change to the current PGCPs requirement, that all contracted staff who have contact with students are required to be fingerprinted in order to obtain a criminal background check. Fingerprints and background checks are still an enforced PGCPs requirement.



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Under recent amendments to §5-561 of the Family Law Article of the Maryland Code, each bidder, subcontractor, or vendor shall certify by signing this affidavit that any individuals in its work-force including subcontractor, have undergone a criminal background check, including fingerprinting, if the individuals will work in a PGCPS school facility in circumstances where they have direct, unsupervised, and uncontrolled access to children.

By my signature below, I affirm under penalties of perjury that the contents of this Certification of Compliance are true to the best of my knowledge, information and belief.

Signature _____ Date _____

Print Name and Title of Signatory _____

Print Name of Company _____

END OF APPENDIX J



APPENDIX K – VENDOR CONFLICT OF INTEREST DISCLOSURE FORM

**IFB PUR 26-015
VAPE DETECTORS**

All vendors interested in conducting business with Prince George’s County Public School (PGCPS) must complete and return the Vendor Conflict of Interest Disclosure Form, in order to be eligible to be awarded a contract with PGCPS. Please note that all vendors must comply with PGCPS’s conflict of interest certification, as stated below. If a vendor has a relationship with a PGCPS employee or an immediate family member (spouse, child (stepchild or adopted), parent, or sibling) of a PGCPS employee, the vendor shall disclose the information required below.

Certification: I hereby certify that to the best of my knowledge, there is no conflict of interest involving the vendor named below:

1. No PGCPS employee or the employee’s immediate family member has an ownership interest in the vendor’s company or is deriving personal financial gain from this contract.
2. No retired or separated PGCPS employee who has been retired or separated from the organization for less than one (1) year has an ownership interest in the vendor’s company.
3. No PGCPS employee is contemporaneously employed or prospectively to be employed with the vendor.
4. The vendor did not provide any information or criteria in the drafting of the solicitation prior to it being advertised for competitive pricing.
5. Vendor hereby declares it has not, and will not provide gifts or hospitality of any dollar value, or any other gratuities to PGCPS employees to maintain a contract.
6. Vendor hereby declares that in the process of preparing a quote/bid/proposal for PGCPS, there have been no acts of bribery, extortion, trading, laundering of corrupt practices, and/or nepotism have transpired between PGCPS employee and the vendor.
7. Please note any other exceptions below.

Vendor Name & Email	Vendor Address & Phone Number
Conflict of Interest Disclosure	
Name of PGCPS employee or immediate family member with whom there may be a potential conflict of interest. <i>If there is no conflict of interest, write “N/A” and initial.</i>	Disclose the relationship to the employee or the immediate family member, their interest in the vendor's company, and any additional information

I certify that the information provided is true and correct by affixing my signature below:

Signature of Vendor Authorized Representative/Date: _____/_____

Printed Name of Vendor Authorized Representative: _____

END OF APPENDIX K



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Appendix L: Digital Tool Status and Details

Section 1 (Required for ALL Offerers)

Company Details [REQUIRED]

Company name _____

Product/ Platform or Service _____

Contact Information

Name _____

Title _____

Email Address _____

Phone Number _____

PGCPS defines “digital tool” as a tool that does one or more of the following:

- Interfaces with the PGCPS network, platforms, or technology devices
- Requires staff or students to login
- Uses, processes, or stores PGCPS student, staff, or other organizational data.

Digital Tool Status [REQUIRED]

Based on the above definition, select **ONE** response that is most appropriate for your product or service:

- a.) This product is *NOT* a digital tool. (**STOP here**)
- b.) This service does NOT require/include the use of a digital tool. (**STOP here**)
- c.) This product **IS** a digital tool. (**Continue on to Section 2**)
- d.) This service **DOES** require/include the use of a digital tool. (**Continue on to Section 2**)

***** If this product or service meets the criteria for a digital tool (c. or d.), proceed to the next section to continue completing this document. *****

Appendix L: Digital Tool Status and Details - Section 2

Required for Digital Tools or Services (as determined on p. 1)

General Information

Current Version of Product _____

Brief description of Product or Service. *(For services, clearly indicate how digital tools will be used)*

Related Applications

If your service requires access to other applications as part of the delivery, please include a full list below. (e.g. Tutoring Service requires access to SuperMath and ReadingRockstars; Inventory system requires access to ERP.)

Who will access this digital tool? (select all that apply)

- Central Office Staff
- School Staff
- Teachers
- Students
- Parents/Guardians
- Community members
- Other: _____

Interoperability

What types of Single Sign On (SSO) do you support? (select all that apply)

- Authentication is not required
- Google
- ADFS/SAML
- Clever (for instructional products)
- Canvas LTI 1.3 (for instructional products)
- SSO is not supported (*Explanation required below*)

****If you selected "SSO is not supported" please explain how credentials are created and maintained**

What methods of automated data transfer/rostering do you support? (select all that apply)

- Clever Rostering (for instructional products)
- Canvas LTI 1.3 Rostering (for instructional products)
- OneRoster API
- OneRoster SFTP
- Proprietary API
- Proprietary formatted CSV - SFTP
- Join code/link for Rostering
- Data Transfers are NOT needed for this product (***Explanation required below*)
- Data Transfers are needed, but none of these methods apply. (***Explanation required below*)

****If you selected either of the last two choices, please elaborate below:**

How is this digital tool accessed?

- It is web-based
- Requires iOS app
- Google Play app
- Requires installation on Mac or PC
- Other: _____

Describe how licenses are assigned and managed. Be clear about any manual processes.

Privacy and Security

Please provide a URL/link for the following:

Privacy policy _____
This should apply to this product (not the related commercial website)

Terms of Service _____

Security Policy _____

Direct Notice for parents *(if applicable)* _____

Which of the following Third Party Security Assessments apply?

- SOC 2 Type 2
- SOC 2 Type 1
- ISO 27001 Certification with Statement of Applicability (SoA)
- Other Independent Risk Assessment
- Internal Risk Assessment only
- None of the above are available

I understand that a SOC 2 Report or ISO 27001 Certification with Statement of Applicability (SoA) will be required from vendors who process sensitive information and/or a large scale and scope of district data.

Identify the specific geographic locations where district data could be processed or stored.

_____ United States only

_____ Other: _____

Artificial Intelligence

Does this product include generative AI features?

_____ No

_____ Yes - they can be enabled/disabled by feature or user group

_____ Yes - they are on for all staff (adult users)

_____ Yes - they are on for all users

Artificial Intelligence: If AI features are present, the model is:

_____ N/A

_____ In-house / Proprietary (developed and used within the organization.)

_____ Third-Party/Licensed (licensed, whole or in part, from a third party)

Please identify which third parties: _____

Artificial Intelligence: If AI features are present, is user input used to train the model?

_____ N/A

_____ Yes

_____ No

Test Accounts

PGCPS is legislatively required to evaluate each digital tool for compliance to WCAG version 2.1, levels A and AA. For this reason, PGCPS requires **login credentials** to allow the Accessibility Review Team to complete these evaluations.

These credentials should be for full Student, Teacher, and Admin access to all parts of the product. If login credentials are not provided and PGCPS is unable to complete the required accessibility evaluation, the purchasing process will be stalled or stopped and may result in a different product being purchased as a replacement. For this reason, **it is an absolute requirement** that login credentials be provided as requested on this form. These credentials should have the same access as a licensed user and must **remain active** for the duration of the evaluation and/or contract period.

Test Credentials for STUDENT

Link to Student login page: _____

Student Credentials: _____

Test Credentials for TEACHER

Link to Teacher login page: _____

Teacher Credentials: _____

Test Credentials for ADMINISTRATOR

Link to Administrator login page: _____

Administrator Credentials: _____

Special Directions/Notes about Credentials



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Instructions for Completing Appendices M and N PGCPS Data Privacy and Security Agreement (DPSA) and Exhibit A-B

Required for all digital tools (as identified in Appendix L - Page 1)

The **Data Privacy and Security Agreement (DPSA)** is broken down into two main sections: the main agreement and the Exhibits.

- The main agreement of the **DPSA** is divided into 7 sections which are not to be modified, except through the use of the **Exhibit F**.
- The Exhibits provide space for PGCPS and Vendors to add their specific requirements to the DPSA.
 - **Exhibits A and B** are provided as a separate document which will be incorporated into the PDF before final signatures. (Alternatively, Exhibit B may be edited directly in the DPSA.)

Both the [DPSA \(PDF\)](#) and [Exhibits A and B](#) (Excel) must be submitted for review and approval.

Main Agreement Overview

Section	Description/Instruction
1	Includes the defined terms used in the DPSA. Each defined term is noted as a capitalized word throughout the DPSA.
2	Describes the length of time that this DPSA will remain in effect between the parties. The term of the DPSA is intended to mirror the same length of time of the services agreement between the parties. It also describes the methods the parties may use to terminate the DPSA.
3	Describes the obligations for data use, and ownership between the parties.
4	Describes the specific obligations binding on the Vendor.
5	Describes the specific obligations binding on the Institution.
6	Incorporates Exhibit E which contains the Institution required insurance provisions.
7	Contains the boilerplate legal language for the DPSA. Section 7.5 should be completed by the Institution and the Vendor with their respective legal and security contact information.
Signature Blocks	The parties should ensure that they complete their entity name and address in addition to authorized signatures.



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Exhibit Overview

Exhibit	Guidance
Exhibit A	<p>Exhibit A is an Excel file that includes the Data Schedule and the Vendor Security Standards</p> <p>It should be completed and returned for review before being incorporated into the final PDF version of the DPSA.</p>
Exhibit A Part 1	<p>Data Schedule</p> <p>That Data Schedule is an inventory of the data fields the vendor will store, process, access, or use in providing their services to the Institution. The exhibit should include:</p> <ol style="list-style-type: none"> 1. The name of the vendor and product or service at the top of the exhibit. 2. For each data element listed, the vendor must indicate if the data element is “required” or “optional” to operate their services or if it is “not used”. 3. For each required or optional data element, provide the specific legitimate educational or system security function for its use. <p><i>PGCPS operates under Maryland Education Code § 4-131, which imposes strict bans on profiling students for non-educational purposes. Generic "commercial" privacy language is frequently rejected. The purpose must describe how the data supports student learning or system integrity.</i></p> <p><i>If you mark fields such as Application Technology Metadata, Services Usage Statistics, Device Identifiers, or Cookies as "Required" or "Optional," you must confirm they will be used for Authorized for 'School Purposes' only and not used for profiling for any non-educational purpose, nor used for targeted advertising. If this data persists beyond the session, it must be de-identified.</i></p> <p>NOTE to vendors with multiple products:</p> <ul style="list-style-type: none"> • If all the products have the same data schedule and are subject to the same security standards, they may all be listed on the same Exhibit A. The specific titles should be listed in the “Product” section at the top of the page, each separated by a comma. • If the products use different data fields, have different purposes for those fields or are subject to different security practices, individual Exhibit As are required.



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Exhibit	Guidance
Exhibit A Part 2	<p>Vendor Security Standards</p> <p>The vendor will describe their internal security practices. Detailed responses should be provided for each row and should be entered directly into the spreadsheet.</p> <p>If a SOC 2 Type 2 report will be provided, responses can refer to the report instead.</p> <p style="text-align: center;">-----</p> <p><i>This exhibit is provided to the Vendor as a spreadsheet for easier completion and feedback from PGCPS, available at: bit.ly/PGCPS_DPSAExhibitA.</i></p> <p><i>The final, agreed-upon version will be incorporated into the official Data Privacy and Security Agreement before the signature request.</i></p>
Exhibit A Third Party Security Verification	<p>SOC 2 Type 2 Audit Report or ISO 27001 Certificate with Statement of Applicability (SoA)</p> <p>PGCPS requests that all vendors who process PII or institutional data provide a current copy (within 18 months) of one of the following:</p> <ul style="list-style-type: none"> ● SOC 2 Type 2 Audit Report (<i>Type 1 will be accepted in limited circumstances</i>) ● ISO 27001 Certificate with Statement of Applicability (SoA) ● Letter of Engagement - may be submitted when the initial audit is underway. <p>If one of the above is not available, the scope and scale of data being processed will be taken into account.</p> <p>If an NDA is needed, please send it to meghen.ehrich@pgcps.org.</p>



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Exhibit	Guidance
Exhibit B	<p>This exhibit should be completed by the Vendor. List each Subprocessor used in their services. Please note, the term “Subprocessor” is defined in Section 1 of the DPSA.</p> <p>Responses may be entered directly into the PDF or on the Exhibit B tab of the spreadsheet used for Exhibit A.</p> <p>For each subprocessor, provide:</p> <ol style="list-style-type: none"> 4. The Subprocessor company name (e.g., Amazon Web Services). 5. The Subprocessor’s address (e.g., 123 Main Street). 6. A description of the “Processing Activities” of the Subprocessor. These activities should describe how the Subprocessor is processing any Institution Data (e.g., “Cloud- based hosting services for our software”). 7. An explicit list of the Institution Data elements that the Subprocessor is using, storing, or processing (e.g., name, email address, IP address, student generated content). 8. The geographic location where <i>the Institution Data</i> is being stored or processed (e.g., USA, or Mexico).
Exhibit C	<p>This exhibit is a template that can be used by the parties. This exhibit can be used by the Vendor to fulfill their certification obligations under Section 4.9(c) of the DPSA.</p>
Exhibit D	<p>This exhibit includes changes/ additions made to the main body of the DPSA by PGCPS.</p>
Exhibit E	<p>This exhibit is used to describe the insurance requirements to be fulfilled by the Vendor.</p> <p>Any requested change to the standard amount must be reviewed and approved by the Director of Risk Management. Scale, scope, and sensitivity of data will be considered.</p>
Exhibit F	<p>This exhibit is intended to be used for any agreed upon modifications of the DPSA the parties negotiated during the contracting process.</p> <p>This section should include the original text as it appears in the main body (or Exhibit D) of the document and the requested/approved modifications.</p>

Data Privacy and Security Agreement

Prince George's County Public Schools and _____.

This 1EdTech Data Privacy and Security Agreement (“DPSA”) is entered into by and between the institution entity defined in the signature block below (“Institution”) and the third-party provider listed in the signature block below (“Vendor”) (individually a “Party”, together the “Parties”). This DPSA is effective as of the last signature date below (the “Effective Date”). In the event of a conflict between this DPSA or any other writing between the Parties, this DPSA shall control with respect to the subject matter herein.

The Parties agree as follows.

1. Definitions.

- **“Affiliate(s)”** means any entity, subsidiary, parent, or other organization that shares at least 50% ownership with a party.
- **“Institution Data”** means any proprietary or confidential data provided by Institution to Vendor or created by Vendor on behalf of Institution in the provision of the Services. Institution Data includes without limitation Educational Records and Personally Identifiable Information (as defined below) and includes confidential information as defined in the Service Agreement. Institution Data does not include Services use data used by the Vendor for internal operations.
- **“Data Breach”** means an actual breach of security, privacy, or Data Protection Laws leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Institution Data created, transmitted, stored, or otherwise Processed by Vendor.
- **“Data Protection Law(s)”** means the laws and regulations that are applicable to the Processing of Personally Identifiable Information or Institution Data Processed by Vendor under this DPSA, including without limitation, FERPA (defined below), the Children’s Online Privacy and Protection Act (“COPPA”) at 15 U.S.C. § 6501-6505 and 16 CFR Part 213, the Protection of Pupil Rights Amendment at 34 CFR Part 90 (“PPRA”), the Children’s Internet Protection Act at 20 U.S.C. § 9132 and 254 (“CIPA”) and any applicable federal and state laws governing the protection of Personally Identifiable Information.
- **“De-identified Data”** means data and information where all Personally Identifiable Information has been removed or obscured such that the remaining data and information does not reasonably identify a specific individual, including

but not limited to, any information that, alone or in combination is linkable to a specific individual. Provided, however, data sets with less than twenty (20) individuals are not considered “de-identified”.

- **“Disclosure”** means to permit access to or the release, transfer or other communication of Personally Identifiable Information or Education Record by any means, including oral, written, or electronic means, to any unauthorized third-party.
- **“Educational Records”** means records, files, documents, and other materials directly related to a student including Student Generated Content and created or maintained by the Institution, or by a person acting on behalf of the Institution.
- **“FERPA”** means the Family Educational Rights and Privacy Act at 20 U.S.C. § 1232g and regulations at 34 CFR Part 99.
- **“Personally Identifiable Information”** or **“PII”** means any information relating to an identified or reasonably identifiable individual. This includes indirect information or identifiers; or other information that, alone or in combination, is linked or linkable to a specific person that would allow a reasonable person, who does not have personal knowledge of the relevant circumstances, to identify an individual with reasonable certainty.
- **“Processing”** means any operation or set of operations which is performed upon Personally Identifiable Information whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, Disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure, or destruction (**“Process”**, **“Processes”** and **“Processed”** shall have the same meaning).
- **“School Official”** means is an entity that, (a) performs an institutional service or function for which the Institution would otherwise use employees; (b) is under the direct control of the Institution with respect to the use and maintenance of Student Data including Education Records; and (c) Is subject to 34 CFR § 99.33(a) governing the use and re-Disclosure of Personally Identifiable Information from Education Records.
- **“Service Agreement”** means the current contract for Services between the Institution and Vendor.
- **“Services”** means the software, services, goods, or other materials described in the Service Agreement and includes the underlying infrastructure, hosting, and networks.
- **“Student Generated-Content”** means any content created by a student through their use of the Services, including, but not limited to, essays, research papers, portfolios, creative writing, music or other audio files, or photographs, except

"student-generated content" does not include student responses to a standardized assessment, or responses to other assessments.

- **“Subprocessor(s)”** means any third-party engaged by the Vendor that Processes Personally Identifiable Information or Education Records on behalf of the Vendor.

2. Term; Termination.

2.1. Term. This DPSA shall commence on the Effective Date and shall continue for the term of the Service Agreement, unless terminated earlier in accordance with this DPSA.

2.2. Termination.

- (a) During the term of the Service Agreement, this DPSA may be terminated by either Party upon thirty (30) days prior written notice to the other Party. In the event of such termination, Vendor shall stop Processing Institution Data and dispose of Institution Data as described in Section 4.9.
- (b) In the event of an incurable breach of this DPSA by the Vendor, Institution may terminate this DPSA immediately. In the event of such termination, Vendor shall stop Processing Institution Data and dispose of Institution Data as described in Section 4.9.
- (c) This DPSA shall automatically terminate upon the same date as the Service Agreement unless otherwise agreed to by the Parties. In the event of such termination, Vendor shall stop Processing Institution Data and dispose of Institution Data as described in Section 4.9.

3. Data Use, Ownership, and Obligations.

3.1. Data Ownership. As between Institution and Vendor, Institution owns and controls all Institution Data provided to; or generated by Vendor under this DPSA and the Service Agreement. All rights and intellectual property in and to Institution Data shall remain the exclusive property of the Institution. Any modifications, copies, additions to or any portion of the Institution Data are subject to the provisions of this DPSA.

3.2. Data Location. Vendor will store or host all Educational Records and Personally Identifiable Information in the continental USA.

3.3. FERPA. To the extent that the Institution is subject to FERPA, the Parties agree that Vendor operates as a School Official under FERPA and has a legitimate educational interest in Personally Identifiable Information from Education Records received from the Institution pursuant to this DPSA. For purposes of the Agreement and this DPA, Vendor: (a) provides a service or function for which the

Institution would otherwise use its' employees; (b) is under the direct control of the Institution with respect to the use and maintenance of Education Records; and (c) is subject to the requirements of FERPA governing the use and re-Disclosure of Personally Identifiable Information from the Education Records received from Institution.

- 3.4. Separate Account.** As required and defined by applicable Data Protection Laws, if Student Generated Content is created, stored, or maintained by Vendor or the Services, Vendor shall, at the request of the Institution, transfer or provide a mechanism for the Institution to transfer such Student Generated Content to a separate account created by the student or parent.
- 3.5. De-Identified Data.** De-Identified data may be used by Vendor for those purposes permitted under FERPA and the following purposes: (a) assisting the Institution or other governmental agencies in conducting research and other studies; research and development of the Vendor's educational sites, services, or applications, and (b) to demonstrate the effectiveness of the Services; and for adaptive learning purpose and for customized student learning. Vendor's use of De-Identified Data shall survive termination of this DPA or any request by Institution to return or destroy Student Data. Vendor agrees not to attempt to re-identify De-Identified Data, and not to transfer De- Identified Student Data to any third party unless that third party agrees in writing not to attempt re-identification.
- 3.6. Data Schedule.** The Vendor shall complete Exhibit A to describe the Institution Data elements Processed by the Services. The Vendor agrees to update Exhibit A as necessary when Institution Data elements are added or removed.

4. Vendor Obligations.

- 4.1. Authorized Use.** Vendor shall only use Institution Data as provided in this DPSPA and the Service Agreement to provide the Services. Except as expressly permitted herein, Vendor shall not disclose Institution Data to any third party without the prior written consent of Institution. Vendor may only share Institution Data with its Affiliates to provide the Services under the Agreement and any such access shall be on a need- to-know basis.
- 4.2. Compliance with Data Protection Laws.** In its provision of the Services, Vendor agrees to comply with all Data Protection Laws applicable to its Processing of Institution Data.
- 4.3. Advertising.** Vendor shall not sell, transfer, share, or otherwise disclose Personally Identifiable Information, Education Records, unique identifiers, or any Institution Data to targeted advertising providers or develop a profile of a student or parent or guardian for the purpose of advertising. Vendor will not use Institution Data for its own advertising or for third-party advertising. This does not prohibit Vendor from using Institution Data to provide adaptive learning services, customized student learning services, making product recommendations to

Institution employees, and notify account holders of updates about the Services or new features of the Services.

4.4. Vendor Personnel. Vendor shall ensure that its employees, Subprocessors, subcontractors, and agents (collectively “**Personnel**”) involved in the Processing of Personally Identifiable Information or Education Records are subject to either contractual or statutory obligations of confidentiality, and that access is strictly limited to those Personnel who require access to perform the Services. Vendor shall ensure that its Personnel are informed of the confidential nature of the Institution Data and have received appropriate training on their responsibilities and applicable Data Protection Laws. As required by Data Protection Laws or Institution policy, Vendor shall ensure that its Personnel have gone through appropriate background checks prior to accessing Personally Identifiable Information or Education Records.

4.5. Security and Privacy.

(a) Security and Privacy Program. Vendor shall implement and maintain a security and privacy program that includes appropriate physical, administrative, technical, and operational controls to protect the confidentiality, integrity, privacy, and availability of Institution Data Processed by Vendor aligned with an industry standard framework, for example such as the NIST Cybersecurity Framework, AICPA SOC 2 Type 2, ISO/IEC 27001, or other recognized industry standards. Vendor shall describe its security standards in Exhibit A. These measures shall include protection against unauthorized or unlawful access, processing, loss, alteration, damage of Institution’s Personally Identifiable Information. Vendor shall regularly monitor its compliance with its program and not materially decrease its privacy and security controls during the term of this DPSA.

(b) Incident Response Plan. Vendor shall implement, maintain, and regularly test an incident response plan consistent with industry standard practices and Data Protection Laws. This incident response plan shall include processes for responding to a Data Breach, breach of the security, privacy, or unauthorized acquisition or use of Institution Data or any portion thereof, including PII and agrees to provide Institution with a summary of said written incident response plan so long as a valid non-disclosure agreement in place between the parties.

4.6. Data Breach. In the event of a Data Breach, Vendor shall promptly, but in no more than seventy-two (72) hours, notify Institution of any such Data Breach unless prohibited by an applicable law enforcement authority. Vendor shall provide such notification to Institution’s Security Contact as described in Section 7.5 or other contact as provided by Institution. In such notification Vendor shall provide the following information, to the extent such information becomes available to Vendor; (a) a general description of the Data Breach; (b) the categories and approximate number of records or individuals affected by the Data Breach; (c) actions taken by Vendor to remediate the Data Breach; and (d)

Vendor shall (i) take reasonable steps to mitigate the effects and minimize any damage resulting from the Data Breach; (ii) cooperate with Institution's reasonable requests for assistance in remediating a Data Breach; and (iii) maintain records of information related to the Data Breach. If such information is not available within the timeframe specified, the Vendor shall include an estimated timeline to provide a complete detail of the above aspects.

4.7. Audits. No more than once every twelve (12) months Institution may audit Vendor's compliance with this DPSA and applicable Data Protection Laws for the purpose of meeting its obligations under Data Protection Laws or Institution's policies. Institution shall provide at least thirty (30) days written notice to the Vendor of such an audit.

(a) In lieu of an Institution audit, Vendor agrees to conduct an annual security and privacy audit of its Services and program. Upon receipt of a written request and execution of an appropriate confidentiality agreement, Vendor will provide copies of its most recent audit summary or bridge letter to Institution. Vendor agrees to have a third-party conducted penetration test, dated within the last twelve (12) months, with all high and above findings remediated.

(b) In the event of a Data Breach, or inquiry by any governmental agency, Institution (or the applicable governmental agency) may perform an audit of Vendor upon written notice to Vendor. Institution shall send any such audit request to the Security Contact identified in Section 7.5 (Notice). In the event that Institution engages a third party to perform the audit, such third party shall execute a non-disclosure agreement with Vendor. Institution agrees to promptly notify the Vendor of any non-compliance discovered during such an audit.

(c) The Vendor agrees in good faith to remediate any critical or high security findings, or known exploitable findings identified by the Institution.

4.8. Subprocessors. Institution agrees that Vendor may use Subprocessors in connection with the provision of the Services and permit Subprocessors to Process Institution Data, provided that:

(a) Vendor shall ensure that obligations not materially less protective than those set out in this DPSA, and applicable Data Protection Laws are imposed on its Subprocessors;

(b) Vendor shall be responsible for the acts and omissions of its Subprocessors if and to the same extent Vendor would be liable if performing the services of each Subprocessor directly;

(c) Vendor shall provide Institution of a list of its current Subprocessors in Exhibit B or by providing a link to a website where information about its list of Subprocessors are kept up to date; and

(d) Vendor shall inform the Institution of any changes or additions to its Subprocessors at least thirty (30) days prior to such addition or change.

4.9. Deletion and Return of Institution Data.

- (a) Vendor shall (and procure that its Subprocessors shall) securely delete Institution Data stored in the Services (i) within ninety (90) days after termination of this DSPA; or (ii) within thirty (30) days upon written request from Institution. Upon written request from Institution, Vendor shall provide written certification of such deletion substantially in the form of Exhibit C. Until such deletion occurs, the Vendor will ensure compliance with this DSPA.
- (b) Vendor shall provide functionality for Institution to download Institution Data from the Services, to the extent possible provided by the Services. If the Services do not provide a download functionality, the Vendor shall return to Institution all Institution Data in the Services in an industry standard format within ninety (90) days after termination of this DSPA.
- (c) If Vendor believes that it cannot comply with the foregoing deletion requirement because applicable law requires the retention of such data then Vendor shall provide written notice to Institution within thirty (30) days of termination of this DSPA informing of such requirement and protect such data in accordance with this DSPA.

4.10. Law Enforcement Requests. If the Vendor receives a request for access to Institution Data from a legally authorized entity, the Vendor shall promptly notify Institution of such request unless prohibited from such notification by applicable law.

5. Institution Obligations.

- 5.1.** Institution shall, in its use or receipt of the Services Process Institution Data in accordance with the Data Protection Laws. Institution will ensure that its instructions for the Processing comply with applicable Data Protection Laws. Institution shall have sole responsibility for the accuracy, quality, and legality of Institution Data, the means by which Institution obtained the Institution Data, and for fulfilling all requirements under Data Protection Laws necessary to make the Institution Data available to Vendor. Institution shall promptly notify Vendor of any known unauthorized access to the Services. Institution will assist Vendor in any efforts by Vendor to investigate and respond to any unauthorized access to the Services.
- 5.2. COPPA Obligations.** Children under 13 may only use the Services with prior consent of a parent or an educational institution acting on behalf of the child's parent. Institution agrees that it has obtained such consent prior to permitting any child under 13 from accessing or using the Services.

6. Insurance.

In addition to any insurance requirements under the Service Agreement, Vendor shall secure and maintain at Vendor's sole expense the insurance coverages described Exhibit E.

7. Miscellaneous.

- 7.1. Severance.** Should any provision of this DPSA be invalid or unenforceable, then the remainder of this DPSA shall remain valid and in force. The invalid or unenforceable provision shall be either amended as necessary to ensure its validity and enforceability, while preserving the Parties' intentions as closely as possible or, if this is not possible, construed in a manner as if the invalid or unenforceable part had never been contained therein.
- 7.2. Entire Agreement.** This DPSA and the Service Agreement constitutes the entire of agreement of the Parties with respect the subject matter hereof and supersedes any prior or contemporaneous representations, understandings, writings, or agreements by the Parties. This DPSA may only be amended by the Parties in writing.
- 7.3. Governing Law; Jurisdiction; Venue.** This DSPA shall be governed by and construed in accordance with the laws of the state of Institution without regard to conflicts of laws principles. The Parties agree to submit to the jurisdiction of the state and federal courts located in the state of the Institution.
- 7.4. Assignment.** Vendor may not assign its rights and obligations under this DPSA without the consent of the Institution which shall not be unreasonably withheld. Any such assignment without consent shall be considered null and void. Notwithstanding the foregoing, Vendor may assign its rights and obligations under this DPSA, in whole or part, in connection with the transfer or sale of all or substantially all of the assets or business of Vendor. This DPSA will be binding upon, incur to the benefit of, and be enforceable by the Parties and respective successors and permitted assigns.
- 7.5. Notices.** Any notice required or permitted to be given under this DPSA shall be in writing and shall be addressed to the appropriate Party at the address specified below. Notices shall be deemed to have been given for all purposes (a) when delivered if sent by a reputable courier service, or (b) five (5) days after mailing, or (c) upon receipt when delivered by email provided that the recipient acknowledges such delivery.

Institution Legal Notice Representative	Institution Security Representative
Name:	Name:
Title: General Counsel	Title:
Address: 14201 School Lane, Upper Marlboro, MD 20772	Address: 14201 School Lane, Upper Marlboro, MD 20772
Phone: 301-952-6063	Phone: 301-952-6250
Email:	Email:

Vendor Legal Notice Representative	Vendor Security Representative
Name:	Name:
Title:	Title:
Address:	Address:
Phone:	Phone:
Email:	Email:

[Signatures to Follow]

Agreed and accepted.

Vendor Name

Address

City/State/Zip

Signature

Name

Title

Date

Prince George's County Public Schools

Institution Name

14201 School Lane

Address

Upper Marlboro, MD 20772

City/State/Zip

Signature

Name

Title

Date

Exhibit A

(Part 1) - Schedule of Institution Data

(Part 2) - Vendor Security Standards

Exhibit A - Institution Data Schedule and Vendor Security Practices is a required component. It is provided as an editable document for your convenience. The finalized version will be incorporated into the fully executed DPSA PDF.

Access Exhibit A and the directions at:

https://bit.ly/PGCPS_DPSAExhibitA

This page will be replaced by the completed Exhibit A upon review

***Sensitive data field, SOC 2 or similar required**

Exhibit B - Subprocessor List

All currently approved subprocessors are listed below or attached. **All columns** must be addressed. If no subprocessors are used, select the checkbox below.

No subprocessors are used in the support or delivery of this product.

Subprocessor Name	Subprocessor Address	Processing Activities	Institution Data Processed	Processing and/or Hosting Location

Exhibit C - Data Deletion Certificate Template

The undersigned hereby certifies that all copies of Institution Data collected, created, or processed by _____ on behalf of Prince George's County Public Schools have been securely deleted from Vendor's Services on _____.

By signing this certificate, Vendor confirms that all Institution Data, including copies, derivatives, subsets, manipulated files, system backups, temporary files, including non-electric media, held by Vendor, its employees, subcontractors, agents, and Subprocessors have been properly disposed in accordance with the Data Privacy and Security Agreement.

Signature

Name

Title

Vendor Name: _____

Address: _____

Exhibit D - Institution Specific Requirements

- Vendor agrees that this DPA governs the relationship between Vendor and PGCPS with respect to Data Privacy and supersedes any Vendor Data Privacy policies.
- Vendor acknowledges and agrees that PGCPS is providing consent on behalf of students and parents for core educational functions only. This does not extend to sharing data with third parties for non-educational purposes.
- **3.6 Data Schedule.** The Vendor shall complete Exhibit A to describe the Institution Data elements Processed by the Services. The Vendor agrees to update Exhibit A as necessary when Institution Data elements are added or removed and will notify the Institution in writing within 30 days.
- **4.9 Deletion and Return of Institution Data.**
 - (a) Vendor shall (and procure that its Subprocessors shall) securely delete Institution Data stored in the Services (i) within ninety (90) days after termination this DSPA; or (ii) within thirty (30) days upon written request from Institution. Vendor shall provide written certification of such deletion substantially in the form of Exhibit C, **within thirty (30) days of deletion.** Until such deletion occurs, the Vendor will ensure compliance with this DSPA.
 - (b) Vendor shall provide functionality for Institution to download Institution Data from the Services, to the extent possible provided by the Services. If the Services do not provide a download functionality, the Vendor shall return to Institution all Institution Data in the Services in one of the following formats csv, xlsx, XML, Microsoft Access within ninety (90) days after termination of this DSPA.

Exhibit E - Insurance Coverages

Insurance coverages shall be with an admitted carrier having at least an “A” BEST rating. The Vendor shall include the Institution as an additional insured and provide evidence of such coverages upon request by Institution.

Cyber liability coverage providing protection against (i) privacy breaches (liability arising from the loss or Disclosure of Institution Data); (ii) system breach; (iii) denial or loss of service; (iv) introduction, implantation, or spread of malicious software code; and (v) unauthorized access or use of computer systems with a limit of at least

\$ One Million Dollars (\$1,000,000.00) per occurrence.

Commercial general liability insurance covering bodily injury and property damage to third parties and including Products/Completed Operations and Blanket Contractual Liability, covering Vendor and its employees, at the following limits:

\$ One Million Dollars (\$1,000,000.00) per occurrence.

\$ Three Million Dollars (\$3,000,000.00) general aggregate.

Exhibit F - Data Privacy and Security Agreement Variations

Any variations to the DPSA agreed to between the Parties shall be listed below.

Section Number	Original Language	Revised Language

Section Number	Original Language	Revised Language



PURCHASING AND SUPPLY SERVICES

De'Nerika Johnson | Director MBA, CPPO, NIGP-CPP | denerika.johnson@pgcps.org
13300 Old Marlboro Pike | Upper Marlboro, MD 20772 | 301-952 6560

APPENDIX O - Third Party Security Verification

Required for all digital tools (as identified in Appendix L - Page 1)

PGCPS requires vendors who process PII or sensitive institutional data to provide a current (within 18 months) copy of one of the following before a final approval can be made:

- **SOC 2 Type 2 Audit Report** (Type 1 will be accepted in limited circumstances)
- **ISO 27001 Certificate with Statement of Applicability (SoA)**
- **Letter of Engagement** verifying one of the above are actively underway. This must include a timeline for when the report or certificate will be available.

If an NDA is needed, please send it to meghen.ehrich@pgcps.org.

If one of the above is not available, the scope, scale and sensitivity of the data being processed will be taken into account along with vendor responses to Exhibit B as part of the vetting process.



PURCHASING AND SUPPLY SERVICES

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APPENDIX P - Artificial Intelligence Declaration Agreement (AIDA)

Required for all digital tools (as identified in Appendix L - Page 1)

PGCPS has a roadmap for how and when artificial intelligence may be incorporated to support operational, professional and/or instructional activities.

All vendors of digital tools are expected to complete the Artificial Intelligence Declaration Agreement (AIDA) to confirm whether or not their platform or product incorporates AI features, for any user group.

- If **AI is not yet present**, vendors must agree to inform PGCPS if/when it is added in the future.
- If **AI is present**, vendors must fully respond to all components of item 1.

ARTIFICIAL INTELLIGENCE DECLARATION AGREEMENT (AIDA)

PRINCE GEORGE'S COUNTY PUBLIC SCHOOLS

This Artificial Intelligence Declaration Addendum (“AIDA”) is part of the Agreement and governs the provision of Artificial Intelligence (“AI”) by Vendor (both existing and new) to Prince George’s County Public Schools (“PGCPS”).

Capitalized terms used in this AIDA have the meanings ascribed to them in this AIDA. Other capitalized terms used but not defined in this AIDA have the meaning ascribed to them in the Agreement.

1. When a product contains AI features, the Vendor must provide:
 - a. A description of the capabilities of the system, including which AI models are used, sources of training data, which data is stored locally and in the cloud, and how the model is improved.
 - b. Primary user audience for AI features (e.g., teachers only, students only, all users).
 - c. Verification that Student Data collected or accessed by the Vendor’s AI systems will remain fully confidential in accordance with the Family Educational Rights and Privacy Act (“FERPA”) at 20 U.S.C. § 1232g (34 CFR Part 99); the Children’s Online Privacy Protection Act (“COPPA”) at 15 U.S.C. § 6501-6506 (16 CFR Part 312), and applicable state privacy laws and regulations.
 - d. A detailed overview of the Student Data points captured by the AI systems for personalization, as well as explanations for how that Student Data is used to improve educational outcomes.
 - e. Verification that the Vendor’s generative AI models will not retain or store any Student Data or PII entered during use. Generated outputs will not be linked to individual users or individual students.
 - f. Verification that any use of Student Data for purposes beyond the stated educational purpose in service to PGCPS is strictly prohibited without PGCPS and parental approval. Violations may result in contract termination.
 - g. Verification that the Vendor agrees to maintain an internal process to regularly monitor, audit and improve AI systems to identify any algorithmic bias, privacy risks or harmful generative outputs. Results will be shared with PGCPS upon request. Ethical AI practices will be followed.
 - h. Directions for enabling or disabling the various generative AI features.
 - i. Clear documentation about how AI models arrive at specific recommendations, especially regarding personalized learning decisions or assessments that may impact student advancement.
 - j. Disclosure of any third-party subcontractors or partners the vendor uses for AI processing, data hosting, or analysis, including those outside the U.S. This should include the name of the processor, the data being processed, the purpose, and the geographic location where the data is stored or processed.

2. Within 60 days of the release of a new version of the product that includes AI components, all Vendors must notify PGCPS at cito@pgcps.org. This notification must address all items in 1a-j of this AIDA.

3. PGCPS retains the right to enable or disable AI features within the product at its reasonable discretion. When an existing approved technology tool automatically adds an AI component that cannot be disabled by the district, the vendor must provide advance written notification with detailed documentation about the AI functionality, and the district reserves the right to reassess the approval status of the tool.
4. When AI components and functionality are added to existing products and are accompanied by unilateral changes to published terms and conditions and/or privacy policies, PGCPS reserves the right to terminate the Agreement.
5. PGCPS reserves the right to conduct an external audit of the Vendor's AI systems, data practices and internal controls at any time. Vendor shall maintain detailed documentation of all AI algorithms, data flows, and decision matrices used in services provided to PGCPS, and make these available during any audit. Findings must be remediated within sixty (60) days at Vendor's cost.
6. In the event Vendor is in breach of any terms of this AI, PGCPS may terminate the Agreement.
7. Vendor agrees that this AIDA governs the relationship between Vendor and PGCPS with respect to AI and supersedes any Vendor AI policies.

Name of Product _____

- The above product does not contain any AI features at this time.
- The above product contains AI features and **responses to #1 are attached.**

Vendor Name: _____

Vendor Representative Name: _____

Vendor Representative Title: _____

Vendor Representative Signature: _____

Date: _____



PURCHASING AND SUPPLY SERVICES

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APPENDIX Q - Digital Accessibility Agreement (DAA)

Required for all digital tools (as identified in Appendix L - Page 1)

DIGITAL ACCESSIBILITY AGREEMENT

This Digital Accessibility Agreement (“DAA”) is part of the Agreement and ensures that digital technology is accessible to individuals with disabilities.

Capitalized terms used in this DAA have the meanings ascribed to them in this DAA. Other capitalized terms used but not defined in this DAA have the meaning ascribed to them in the Agreement.

Vendor agrees to the following terms:

1. The educational product or service was selected by PGCPS for its pedagogical value and PGCPS represents that it has the right to provide and make accessible such digital technology to individuals with disabilities for pedagogical purposes only. Vendor is expected to maintain or improve the pedagogical value of the product or service it provides to PGCPS throughout the term of the Agreement.
2. In addition to a signed copy of this contract, Vendor shall provide a signed copy of the “Vendor Letter of Commitment to Accessibility Compliance,” which is being defined as “a commitment to make continuous improvement in their product’s compliance with digital accessibility requirements outlined in Section 508 of the Rehabilitation Act of 1973, as revised and the Web Content digital accessibility Guidelines (WCAG), version 2.1, levels A and AA. PGCPS is required by the Maryland State Department of Education (MSDE) to certify that “the digital tool vendor has submitted ... [a] Letter of commitment to digital accessibility compliance....” MSDE is the regulatory agency for Education Article, § 7-910, Annotated Code of Maryland (“Commitment Letter”). The Commitment Letter shall be signed and delivered contemporaneously with the signing of this DAA.
3. To meet legislative and regulatory requirements, PGCPS is required to submit annual reports and other documentation to the Maryland State Department of Education regarding how digital tools purchased by PGCPS comply with state-level equivalent access requirements. Additionally, PGCPS is subject to the Title II rule of the Americans with Disabilities Act (ADA), titled, “Nondiscrimination on the Basis of Disability; Accessibility of Web Information and Services of State and Local Government Entities.” Because of these state and federal requirements, Vendors must provide PGCPS with the following information prior to the beginning of the contract:
 - a. A current and accurate Accessibility Conformance Report (ACR) as outlined in item 5 below.
 - b. A current and accurate Digital Accessibility Roadmap, as outlined in item 6b below.
 - c. A “Vendor Letter of Commitment (LOC) to Accessibility Compliance,” as outlined above. The LOC includes:
 - i. An acknowledgement that PGCPS is legislatively required to evaluate products for accessibility and that digital accessibility evaluations may require the inspection of code rendered to the Document Object Model (DOM).
 - ii. Vendor agrees that they will not initiate any repercussions or loss of licenses for DOM-level code inspection conducted during the course of an accessibility evaluation conducted by PGCPS employees or contractors.

Act (ADA), titled, “Nondiscrimination on the Basis of Disability; Accessibility of Web Information and Services of State and Local Government Entities.” Therefore, Vendor agrees to make annual progress toward compliance with the digital accessibility requirements in these statutes and regulations.

- a. “Digital tool” is defined in Education Article, § 7-910, Annotated Code of Maryland, as follows:
 - i. An online platform
 - ii. An online course
 - iii. Information and communication technology services, including software and operating systems, that are directly connected to student instruction
 - iv. Digital Content
 - v. Other digital technologies not requiring sight in an equally effective and integrated manner”
 - b. Progress will be measured by the Vendor’s Accessibility Conformance Report (ACR) and annual Digital Accessibility Roadmap (DAR).
5. During the term of the Agreement, for the aforementioned digital tools, Vendor shall provide PGCPs with a current, complete, and accurate Accessibility Conformance Report (ACR), using the latest version of the [International VPAT](#) from the Information Technology Industry Council (ITI). The ACR must:
- a. Be updated annually.
 - i. If there is a major release (e.g., version 1.1 to version 2.0) within the contract period, the ACR must be updated again within sixty (60) days of the release.
 - b. Reflect the version of the product being purchased as part of the contract.
 - c. Explain how the product was tested for digital accessibility, including testing with assistive technologies.
 - d. Represent all types of pages and functionality, including the digital accessibility of 3rd-party tools embedded in or used with the product.
 - e. If the ACR is being updated from a previously submitted version, it should demonstrate the elimination of digital accessibility barriers from the previous ACR.
 - f. Relevant documents should be submitted to ACR.VPAT@PGCPS.ORG.
6. The Maryland State Department of Education (MSDE) requires PGCPs to certify that “the digital tool vendor has submitted [a] detailed timeline for the product being made accessible, [and] an accessibility roadmap or plan of action with measurable milestones.” To meet this requirement, Vendor shall demonstrate their efforts toward ongoing maintenance and support for digital accessibility by:
- a. Conducting annual accessibility audits for conformance to:
 - i. WCAG 2.1, Levels A and AA or higher
 - ii. Requirements outlined under Section 508 of the U. S. Rehabilitation Act

of 1973, as revised.

- b. Provide PGCPSS with an annual Digital Accessibility Roadmap (DAR) that is based on the results of annual accessibility audits, as outlined in 6a. At a minimum, the following information must be provided in the DAR:
 - i. A description of the digital accessibility issue(s) to be addressed, including:
 1. The associated WCAG 2.1, Level A and AA success criteria.
 2. Location(s) within the product where the issue(s) exists.
 3. Current resolution status. Please choose one of the following:
 - a. Remediation of the issue is already in progress.
 - b. Research is being conducted to find a solution.
 - c. Other (please explain).
 - ii. Remediation timeline that:
 1. Defines quantifiable milestones for remediating the targeted digital accessibility issue(s) within the product.
 2. Anticipated dates when each milestone will be achieved.
 3. The DAR must be submitted to ACR.VPAT@PGCPS.ORG annually, on or before the last day of the PGCPSS fiscal year (June 30th).
7. Within 18 months after purchasing or renewing a digital tool, if PGCPSS finds that the tool fails to meet the equivalent access standards in accordance with the Agreement, PGCPSS will send a written notice to the Vendor of their failure to comply with the equivalent access standards required under the Agreement. Upon receipt of notice, Vendor, at Vendor's expense, will modify the digital tool to meet the required equivalent access standards. The timeframe for completing the modifications will be determined by PGCPSS and Vendor and will be based on the types of violations identified.
8. Vendor acknowledges that in addition to Maryland's state requirements for equivalent access, PGCPSS is subject to federal statutes and regulations governing the provision of accessible educational materials (AEM).
 - a. [NIMAS](#) stands for the National Instructional Material Accessibility Standard and is a "packaging mechanism for the delivery of print instructional materials in accessible formats for blind and other persons with print disabilities."
 - b. The federal [Individuals with Disabilities Education Act \(IDEA\)](#) has provisions to improve the quality and delivery of accessible formats and defines the types of materials for which NIMAS files can be requested.
 - c. The U.S. Department of Education's (USDOE) [2020 Final Notice](#) of Interpretation of NIMAS and Digital Materials states that digital instructional materials in the form of structured documents or publications can be accepted as NIMAS files into the National Instructional Materials Access Center (NIMAC). The National Center for Accessible Educational Materials states that [Applicable Materials](#) are "documents or publications that are formatted similar to print books, such as sections with headings, a linear reading order, and static text and images ... [and]

are not primarily or substantially composed of interactive or audiovisual content."

9. For any digital instructional materials in the form of structured documents or publications that are part of product, Vendor agrees to annually provide proof to PGcps that NIMAS-formatted files have been uploaded to the NIMAC for conversion to accessible formats. This proof must include:
 - a. The NIMAC certification for each product
 - b. The NIMAS identifier number
10. Vendor agrees to indemnify, defend and hold harmless PGcps from any costs, expenses, liabilities, or obligations arising from digital accessibility-related issues involving the digital tools provided under the Agreement. This indemnification includes the defense of any legal action or proceedings alleging non-compliance with federal or State of Maryland digital accessibility laws and regulations and payment of any resulting liabilities. This DAA will survive the termination of the Agreement.
11. Vendor understands that failing to meet the equivalent access standards established under Subsection (a)(2) of Section 508 of the federal Rehabilitation Act of 1973 or WCAG version 2.1, levels A and AA may face civil penalties stated in the Education Article, § 7-910, Annotated Code of Maryland as follows:
 - a. For a first offense, a fine not exceeding \$5,000; or
 - b. For a subsequent offense, a fine not exceeding \$10,000.
12. Vendor acknowledges that supplying third-party technology and/or content does not exempt Vendor from ensuring product compliance with the equivalent access standards established in this DAA. This includes requirements under Subsection (a)(2) of Section 508 of the federal Rehabilitation Act of 1973 and WCAG version 2.1, levels A and AA. Vendor bears sole responsibility for determining the digital accessibility of such technology and must ensure that it can be edited or remediated as necessary to comply with required digital accessibility standards and the equivalent access requirements outlined in Education Article, § 7-910, Annotated Code of Maryland and the Title II rule of the Americans with Disabilities Act (ADA), titled, "Nondiscrimination on the Basis of Disability; Accessibility of Web Information and Services of State and Local Government Entities."
13. In the event Vendor is in breach of any terms of this DAA, PGcps may terminate the Agreement.
14. Vendor agrees that this DAA governs the relationship between Vendor and PGcps with respect to digital technology and supersedes any Vendor DAA policies.

IN WITNESS WHEREOF, the undersigned agrees to be bound by the requirements outlined in this Digital Accessibility Agreement:

Name of Vendor Representative: _____

Title: _____

Name of Company: _____

Name of Product: _____

Date: _____

Signature: _____

For Internal Use Only

Reviewed and accepted by:

Name of PGCPS Employee: _____

Signature of PGCPS Employee: _____



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APPENDIX R - Letter of Commitment (LOC)

Required for all digital tools (as identified in Appendix L - Page 1)

A "Vendor Letter of Commitment (LOC) to Accessibility Compliance" includes:

- i. An acknowledgement that PGCS is legislatively required to evaluate products for accessibility and that digital accessibility evaluations may require the inspection of code rendered to the Document Object Model (DOM).
- ii. Vendor agrees that they will not initiate any repercussions or loss of licenses for DOM-level code inspection conducted during the course of an accessibility evaluation conducted by PGCS employees or contractors.
- iii. Vendor guarantees that if the product has features in place that interfere with the inspection of code rendered to the DOM or prohibit the use of 3rd-party automated accessibility testing tools to scan the DOM, the vendor will either:
 1. Timely and accurately provide PGCS with the information needed to disable or circumvent these features, or
 2. Timely and accurately provide an alternative means for DOM-level code inspection and the use of 3rd-party automated accessibility testing tools.



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APPENDIX S - Accessibility Conformance Report (ACR)

Required for all digital tools (as identified in Appendix L - Page 1)

Vendor shall provide PGCPS with a current, complete, and accurate Accessibility Conformance Report (ACR), using the latest version of the International VPAT from the Information Technology Industry Council (ITI). The ACR must:

- a. Be updated annually.
 - I. If there is a major release (e.g., version 1.1 to version 2.0) within the contract period, the ACR must be updated again within sixty (60) days of the release.
- b. Reflect the version of the product being purchased as part of the contract.
- c. Explain how the product was tested for digital accessibility, including testing with assistive technologies.
- d. Represent all types of pages and functionality, including the digital accessibility of 3rd- party tools embedded in or used with the product.
- e. If the ACR is being updated from a previously submitted version, it should demonstrate the elimination of digital accessibility barriers from the previous ACR.
- f. Relevant documents should be submitted to ACR.VPAT@PGCPS.ORG.



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APPENDIX T - Digital Accessibility Roadmap (DAR)

Required for all digital tools (as identified in Appendix L - Page 1)

Provide PGCPS with an annual Digital Accessibility Roadmap (DAR) that is based on the results of annual accessibility audits. At a minimum, the following information must be provided in the DAR:

i. A description of the digital accessibility issue(s) to be addressed, including:

1. The associated WCAG 2.1, Level A and AA success criteria.
2. Location(s) within the product where the issue(s) exists.
3. Current resolution status. Please choose one of the following:
 - a. Remediation of the issue is already in progress.
 - b. Research is being conducted to find a solution.
 - c. Other (please explain).

ii. Remediation timeline that:

1. Defines quantifiable milestones for remediating the targeted digital accessibility issue(s) within the product.
2. Anticipated dates when each milestone will be achieved.
3. The DAR must be submitted to ACR.VPAT@PGCPS.ORG annually, on or before the last day of the PGCPS fiscal year (June 30th).



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APPENDIX U - Digital Accessibility Summary (DAS)

Required for all digital tools (as identified in Appendix L - Page 1)

Annually provide a one-page summary of the product's level of compliance with digital accessibility requirements. This summary will be made available to PGCPS employees and members of the PGCPS community upon request. The summary must:

- i. Provide information about the product's level of conformance to digital accessibility requirements outlined in Subsection (a)(2) of Section 508 of the Rehabilitation Act of 1973, as revised and the Web Content digital accessibility Guidelines (WCAG), version 2.1, levels A and AA.
- ii. Be provided in the form of an accessible PDF document that meets the requirements of the latest version of the Web Content Accessibility Guidelines (WCAG) and passes all PDF/UA checkpoints.
- iii. Along with the one-page summary, the vendor must provide a copy of the PDF/UA report showing that the PDF passes all PDF/UA checkpoints and meets the requirements of the latest version of WCAG.