



PURCHASING AND SUPPLY SERVICES

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13300 Old Marlboro Pike | Upper Marlboro, MD 20772 | 301-952 6560

REQUEST FOR PROPOSAL RFP PUR26-014 ELECTRONIC RECORDS COMPLIANCE SYSTEM

ISSUED BY:	The Department of Purchasing & Supply Services Attention: Travis Clarke
RFP NUMBER:	RFP PUR26-014
RELEASE DATE:	February 13, 2026
PRE-PROPOSAL MEETING:	NOT APPLICABLE
QUESTIONS DUE DATE:	February 20, 2026, at 11:00 am
PROPOSAL DUE DATE:	March 20, 2026, at 11:00 am
DIRECT INQUIRIES TO PROCUREMENT:	Travis.Clarke@pgcps.org Michelle2.Tucker@pgcps.org

To All Prospective Offerors:

Prince George’s County Public Schools (PGCPS) is soliciting proposals from qualified vendors for **RFP PUR26-014, ELECTRONIC RECORDS COMPLIANCE SYSTEM.**

Solicitation Documents may be obtained by:

- 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>
- Download the solicitation by accessing eMaryland Marketplace link: <https://emma.maryland.gov/page.aspx/en/usr/login?>

Please respond according to the instructions provided in the RFP. Offerors are cautioned not to make changes to any of the terms and conditions or specifications in this solicitation, doing so may render an Offeror’s Proposal unacceptable and subject to rejection.

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

RFP PUR26-014, ELECTRONIC RECORDS COMPLIANCE SYSTEM



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PART I: INTRODUCTION AND BACKGROUND:

Prince George’s County Public Schools (PGCPS) seeks proposals for the implementation of a comprehensive Electronic Records Compliance System to support staff certifications, emergency planning documentation, facility safety records, and operational documents for PGCPS Office of Safety and Security Services. The system must provide automated tracking, notifications, badge updates, reporting, and ensure compliance with federal, state, and local regulations.

Serving over 131,000 students across 208 schools and centers, PGCPS is the 20th largest school district in the United States. With nearly 22,000 staff and an annual operating budget of \$2.3 billion, the district is nationally recognized for innovative academic programs, including STEM, dual enrollment, language immersion, and college and career readiness pathways.

This solicitation seeks a qualified vendor to deliver a scalable, efficient, and compliant solution that enhances operational effectiveness, ensures regulatory compliance, and supports the safety and success of students and staff.

1. PURPOSE

The purpose of this Request for Proposals (RFP) is to solicit qualified vendors to provide a centralized Electronic Records Compliance System for Prince George’s County Public Schools (PGCPS). The system will improve the management of critical records, strengthen regulatory compliance, and enhance operational efficiency and accountability across all district facilities.

2. SUMMARY OF SERVICES

The successful offeror shall provide an Electronic Records Compliance System that supports Prince George’s County Public Schools (PGCPS) Office of Safety and Security Services in the centralized management of staff certifications, emergency planning documentation, facility safety records, and operational documents for our district. The system shall include implementation, configuration, training, and ongoing technical support to ensure successful adoption and sustainability.

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 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 Attachment A, Cost Proposal.

4. OFFERORS 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 Vendor or Offeror which has submitted a Proposal. Before including consideration of the legal dispute as a factor, the Procurement 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 shall commence on the Effective Date, defined as the date the Notice of Award is signed by both the Offeror and the Board of Education of Prince George’s County. The initial period of performance shall be for three (3) years, during which the Offeror shall deliver the Electronic Records Compliance System, associated implementation services, required documentation, training, and support as outlined in the Scope of Work.

Upon successful completion and acceptance of the system, the Contract may be renewed at the sole discretion of PGCPS Office of Safety and Security Services for up to two (2) additional one-year option periods to provide ongoing system maintenance, licensing, technical support, upgrades, and warranty services. The Contract shall remain in effect until all deliverables and service obligations have been fulfilled to the satisfaction of PGCPS Office of Safety and Security Services.

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 the provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 12 months.

7. CONTRACT TYPE

The contract resulting from this solicitation shall be Fixed Rate requirements. Vendors are encouraged to partner with local Offerors or firms if they don’t meet all the required expertise or MBE requirements. Subcontractor and our team partner information shall be included in response.

8. CONTINUITY OF SERVICES

The Vendor recognizes that the services under this contract are vital to the PGCPS and must be continued without interruption and that, upon contract expiration, a successor, either the PGCPS or another vendor, may continue them. The Vendor agrees to exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor.

9. BONDING

The Offeror may be required to submit a Bid and or a Performance Bond as indicated below.

A. BID BOND (Not Required)

If applicable, the bid bond will be in the amount of five percent (5%) as determined by the BOARD and specified in the RFP, to ensure the satisfactory completion of the work for which a contract or purchase order is awarded that may exceed \$100K. (COMAR 21.06.07.10). The bond must be made in favor of the BOARD OF EDUCATION OF PRINCE GEORGE’S COUNTY, UPPER MARLBORO, MARYLAND 20772-9983.

B. PERFORMANCE AND LABOR BOND (Not Required)

The awarded vendor(s) will be required to submit a performance and/or labor bond, Cashier’s or Certified Check in the amount of one hundred percent (100%) of the project cost as determined by the BOARD and specified herein to ensure all phases of the project are satisfactory



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complete for which a contract or purchase order is awarded that exceeds 100K. (COMAR 21.06.07.10). When applicable, the Board reserves the right to request performance and labor bonds for amounts over or under \$100K. The bond, cashier or certified check must be made in favor of the BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY and mailed to 13300 Marlboro Pike, Upper Marlboro, Maryland 20772-9983 prior to the start of performance.

10. POINT OF CONTACTS

The Offeror's performance will be under the direction of the Procurement Department, ensuring the Offeror'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 Offeror shall be accountable to the end users on all matters relating to the scope of work.

PROCUREMENT CONTACTS

Travis Clarke
Sr. Procurement Specialist
Travis.Clarke@pgcps.org

Michelle Tucker
Procurement Specialist
Michelle2.Tucker@pgcps.org



PART II: INSTRUCTION TO OFFERORS

1. OFFEROR KNOWLEDGE OF TERMS AND CONDITIONS

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

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

2. PROPOSAL SCHEDULE

Due to the constant need for Solicitation, milestones are listed with target dates. Please adhere to the schedule unless notified by way of an Addendum.

	Solicitation Milestones	Milestone Date
1	Issue RFP Solicitation	February 12, 2026
2	Pre-Proposal Registration (Attachment B)	NOT APPLICABLE
3	Pre-Proposal Conference Date and Time	NOT APPLICABLE
4	Questions Due Date	February 20, 2026, at 11:00 am
5	Proposal Due Date and Time	March 20, 2026, at 11:00 am

3. PROPOSAL SUBMISSION REQUIREMENTS

In order to be eligible, Proposals must be received via eMaryland MarketPlace Advantage (eMMA) no later than **March 20, 2026**. The Proposal shall consist of the required documentation for each volume as identified. Offerors shall retain one (1) original copy of the Proposal for their files. PGCPS may request the original notarized documents that were posted electronically before final award execution.

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

4. PROPOSAL MARKINGS

All Proposals shall be submitted without redactions. All sections of the Proposal that are considered Confidential or Proprietary shall be clearly marked within the Proposal. The Offerors 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 Proposal.



5. PROPOSAL 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 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 submission layout will include four (4) parts:

GENERAL FORMAT- FOUR-PART SUBMISSION

- Volume I - Technical Proposal (Envelope One)
- Volume II - Minority Business Enterprise (MBE) (Envelope One)
- Volume III – Appendices (Envelope One)
- Volume IV – Cost Proposal (Envelope Two)

6. BIDDER DELIVERY AND ENVELOPE PACKAGING

The bidder shall deliver their Proposal electronically through eMMA and package their bid in **two separate eMMA envelopes** as noted below.

A. VOLUME I – TECHNICAL PROPOSAL (Envelope One)

The Technical Proposal shall be submitted in PDF format. Offerors should not include any pricing. Offeror should 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

Offeror shall include a brief transmittal letter prepared on the Offerors’ letterhead and signed by an individual who is authorized to commit the Offeror to the services and requirements in the RFP and Proposal. This transmittal letter shall include:

- a) The name, title, address, telephone number, and electronic mail address of the person authorized to bind the Offeror to the contract and the person who will receive all official notices concerning this RFP.
- b) The Offerors’ Federal Tax Identification Number or Social Security Number.
- c) The Offerors’ PGCPS iSupplier ID Number must be listed. To obtain an iSupplier ID number, you must register with PGCPS at <https://www.pgcps.org/offices/purchasing/isupplier>
- d) A brief statement of the Offerors’ 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 RFP.
- e) A statement that the Proposal is a firm and irrevocable offer for a period of one hundred twenty (120) days following the closing date for receipt of initial Proposals or the closing date for receipt of a best and final offer, if applicable.

2) TAB B – LEGAL CLAIMS

Offeror 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 Offeror must state no claims exist.

3) TAB C – EXPERIENCE AND CAPABILITIES

Offeror shall prepare and present a Technical Proposal in such a way as to provide a straightforward description of response to experience and qualifications, product quality, demonstrated capacity to perform, past performance and references to satisfy the requirements of the RFP.

B. VOLUME II - MINORITY BUSINESS ENTERPRISE (MBE) (Envelope One)

Offerors shall submit MBE information electronically in eMMA under the Technical Proposal folder in a separate file, titled as such. 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 Proposal package at time of opening, cannot be changed without prior approval of the Director of Purchasing and Supply Services.

By submitting a response to this RFP, the Offeror acknowledges the overall MBE participation goal and commits to achieving the overall goal by utilizing certified minority business enterprises or will include a full or partial waiver of the overall goal with the Proposal.

- 1) Offerors shall describe how they intend to meet the MBE goals or justify why the goal cannot be met.

C. VOLUME III - Appendices (Envelope One)

Offerors shall submit the Appendices electronically in eMMA under the Technical Proposal folder in a separate file, titled as such. The Offeror shall sign, date, and notarize where applicable all appendices identified. **Appendices shall be packaged together as one file and delivered under Volume III.**

- Appendix A – Proposal and Addendum Acknowledgement
- Appendix B – Past Performance and References
- Appendix C – Non-Collusion Certificate
- Appendix D – Debarment Affidavit
- Appendix E – Anti-Bribery Affidavit
- Appendix F – Certificate of Insurance Coverage
- Appendix G – Financial Proposal Form
- Appendix H – MBE Form
- Appendix I – Certificate State of Maryland Tax Certification
- 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 N – PGCPS Data Privacy and Security Agreement (DPSA)
- Appendix O – Third Pary Security Verification
- Appendix P – Artificial Intelligence Declaration PGCPS
- Appendix Q – Digital Accessibility Agreement
- Appendix R – Letter of Commitment (LOC)



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- Appendix S – Accessibility Conformance Report (ACR)
- Appendix T – Digital Accessibility Roadmap (DAR)
- Appendix U – Digital Accessibility Summary (DAS)

Appendix N Exhibits A-B is provided as an Excel spreadsheet attachment to this solicitation in eMMA.

D. VOLUME IV – COST PROPOSAL (Envelope Two)

The Offeror cost proposal shall include all labor, delivery, materials, tools, and equipment to perform work

All pricing shall remain fixed for the full contract term, including renewals thereto unless an escalation or adjustment is included herein. Offerors should not include any portion of their Technical Proposal in its Cost Proposal.

- 1) Offerors shall submit the Cost Proposal using the Excel Pricing Template (Attachment A), which is provided in eMMA as an attachment for download. Do not amend, alter, or leave any items blank on the Pricing Template, and do not include additional clarifying or contingent language on or attached to the Template. Any items or costs necessary to provide the services and deliverables as proposed but not identified on the Pricing Template will be the sole responsibility of the Offeror.
- 2) The Offeror shall demonstrate its financial stability. The Offeror shall include a fiscal integrity / financial statement for the last two calendar years. If the Offeror has not had its financial statements audited by an independent accounting firm, the Offeror must submit such unaudited financial statements.

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



PART III: SCOPE OF WORK

1. SCOPE OF WORK

Prince George’s County Public Schools Office of Safety and Security Services (PGCPS) seek proposals for the implementation of a comprehensive Electronic Records Compliance System. The system will support the centralized management of staff certifications, emergency planning documentation, facility safety records, and operational documents of PGCPS Office of Safety and Security Services. The system shall automate tracking, notifications, badge updates, and reporting, while ensuring compliance with all applicable federal, state, and local regulations. The system should be scalable, cloud-capable (SaaS preferred), and mobile-accessible, and should integrate with existing PGCPS platforms.

1.1 Core System Modules and Features

The system shall include, at a minimum, the following modules and features:

- **Facilities Management:** The system must track and manage all schools and administrative buildings, including facility profiles, safety certifications, inspection schedules, and emergency plans.
- **User Management:** The system must provide role-based access with customizable roles for staff, security personnel, administrators, and support staff. It should allow grouping, tagging, and configurable permission levels.
- **Compliance Management:** The system must provide end-to-end tracking of staff certifications and qualifications, mandated training and recertifications, employee onboarding and offboarding compliance, and building-level compliance such as fire drills, inspections, and shelter-in-place procedures.
- **Task Management:** The system must allow scheduling and status tracking of drills, training sessions, inspections, and certification renewals.
- **Logbook and Documentation:** The system must provide customizable templates for recording emergency drills, incident reports, visitor logs, safety equipment audits, meeting minutes, policy updates, and operational logs.
- **Appointment Scheduling:** The system must offer a centralized calendar for training, certification testing, badge issuance, and compliance meetings.
- **Badge Management:** The system must integrate with ID badge systems to track issuance, expiration, background checks, photo updates, and physical access credentials.

1.2 Compliance Tracking and Notifications

The system must provide automated alerts for expiring certifications, badges, training, inspections, and re-credentialing. All compliance records must be maintained in a centralized, encrypted database. The system should include user-friendly notification dashboards for staff and supervisors, and integrate seamlessly with platforms such as Microsoft 365, Google Workspace, SharePoint, Box, and Dropbox.



1.3 Reporting and Analytics

The system must provide real-time dashboards for monitoring staff compliance status, facility certifications, training completions, and upcoming expirations. It must allow exportable, audit-ready reports in PDF, Excel, and CSV formats, as well as advanced filtering and analytics for custom reports and presentations to the Board.

1.4 Background, Current Environment, and Challenges

Background

Prince George’s County Public Schools (PGCPS) Office of Safety and Security Services is responsible for managing critical records that must comply with regulatory, legal, and retention requirements. The volume and complexity of these records have grown significantly, underscoring the need for a modern, compliant, and efficient records management solution.

Current Environment

Records are currently maintained across paper files, legacy systems, and shared drives. This fragmented approach creates duplication, inconsistent processes, and limited transparency. Existing tools lack the functionality needed to ensure compliance with evolving regulations and efficient access to records.

Challenges

Key challenges driving the need for a new system include:

PGCPS currently manages staff certifications, emergency planning documentation, facility safety records, and other compliance documents manually, primarily using Excel spreadsheets. This approach presents several significant challenges:

- **Limited Visibility and Oversight:** Manual tracking makes it difficult to monitor staff certifications, expiration dates, and compliance requirements in real time, increasing the risk of missed renewals or lapses in compliance.
- **Data Accuracy and Consistency Risks:** Spreadsheet-based record-keeping is prone to errors, duplicate entries, and inconsistencies, which can compromise regulatory compliance and operational decision-making.
- **Inefficient Processes:** Manual entry, reporting, and tracking are labor-intensive, consuming staff time that could be dedicated to training, safety planning, and school support.
- **Compliance and Regulatory Risk:** Maryland state safety regulations and federal guidelines require timely documentation of staff certifications and facility safety measures. Without a centralized system, PGCPS faces challenges maintaining full compliance and producing auditable records.
- **Limited Accessibility and Security:** Current records are difficult to access across multiple locations and lack robust security, audit trails, and role-based access, which are critical for safeguarding sensitive safety information.

These challenges highlight the need for a centralized, automated system to improve efficiency, accuracy, and compliance, while supporting a safe learning environment for students and staff.



To address these challenges, The Office of Safety and Security Services seeks a comprehensive Electronic Records Compliance System to centralize management of staff certifications, emergency planning documentation, facility safety records, and operational documents. The system must automate tracking, notifications, badge updates, and reporting while ensuring compliance with all applicable federal, state, and local regulations. It should be scalable, cloud-capable (SaaS preferred), mobile-accessible, and integrate seamlessly with existing PGCPS platforms.

2. Implementation and Integration

The vendor shall be responsible for integrating the proposed Electronic Records Compliance System with existing PGCPS platforms and implementing the system internally to ensure full functionality, data accuracy, and operational continuity. The system shall integrate seamlessly with existing PGCPS enterprise platforms, including but not limited to Microsoft 365, Google Workspace, SharePoint, Box, HR systems, student information systems, and any existing badge or physical access systems. The vendor shall provide secure APIs (Application Programming Interfaces), data import/export capabilities, and support for real-time or scheduled synchronization as required. Integration must maintain data integrity, comply with PGCPS Office of Safety and Security Services security and privacy standards, and allow centralized management of user access, records, and reporting. The vendor shall document integration procedures, provide guidance for configuration, and collaborate with PGCPS IT staff to ensure successful implementation and ongoing support.

The vendor shall configure and deploy the system to meet the operational needs of the PGCPS Office of Safety and Security Services, ensuring a seamless, fully operational solution that supports real-time monitoring, reporting, and compliance management across all PGCPS schools and facilities. The system shall support the migration of existing PGCPS records currently maintained in Excel spreadsheets, including facilities, users, certifications, inspection histories, and other operational compliance data. The vendor shall provide tools and services to import, validate, and accurately populate historical data while ensuring completeness, consistency, and integrity. The system shall be configured to support PGCPS workflows, establish user access and reporting structures, and maintain compliance with PGCPS Office of Safety and Security Services' security and privacy standards.

The vendor shall also configure role-based permissions, assign users to appropriate facilities and compliance modules, set up compliance templates tailored to PGCPS Safety and Security operations, and configure reports and dashboards to meet district requirements. Initial and recurring training sessions for all user types shall be provided, along with manuals, job aids, and helpdesk support as needed.

The successful vendor shall provide a detailed implementation plan outlining all major phases of system deployment, including system configuration, data migration, user training, testing, go-live activities, and post-implementation support. PGCPS anticipates the system to be fully operational in the first quarter of 2026. Vendors should propose a realistic implementation schedule that meets this target while ensuring thorough testing, training, and system validation.

The implementation plan shall, at a minimum, include:

- **Project Phases and Milestones:** Description of key activities, timelines, and dependencies for each phase of implementation.



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- **Data Migration:** Approach for transferring existing records from spreadsheets, ensuring data integrity, and accurately populating the new system.
- **Testing and Quality Assurance:** Procedures for system testing, issue tracking, and resolution prior to go-live.
- **Training and Documentation:** Plan for end-user and administrator training, including manuals, job aids, and helpdesk support.
- **Go-Live and Post-Implementation Support:** Strategy for system launch, monitoring, and initial post-implementation support to ensure smooth operation.
- **Risk Management:** Identification of potential risks during implementation and proposed mitigation strategies.

Vendors should also include any assumptions, dependencies, and resources required from PGCPS to support successful implementation. The vendor shall document all migration and configuration procedures, provide guidance for ongoing system use, and collaborate with PGCPS staff to ensure successful deployment and continued support.

3. Customization and Collaboration

The vendor shall collaborate with PGCPS Office of Safety and Security Services throughout the planning, design, development, testing, rollout, and support phases. The system must allow customization to meet district-specific policies and regulations. The vendor shall implement user feedback mechanisms to allow iterative improvements.

4. Deliverables

The vendor shall provide the following deliverables:

- System setup, including configuration of facilities, users, permissions, and modules.
- Secure data migration from legacy systems.
- Development of compliance templates for tracking certifications and training.
- User-specific training and support materials.
- Live dashboards and exportable compliance reports.
- SLA-based support services, including helpdesk, escalation procedures, and update management.
- Customization of system modules based on PGCPS Office of Safety and Security Services operations and user feedback.

5. Acceptance Criteria

The system shall be tested using sample and real-world data. Certification templates must be validated by department leaders, and user training must be completed with documented participation. Reporting and export capabilities must be successfully demonstrated, and SLA adherence verified during the trial support period.



6. Performance Metrics and Key Performance Indicators KPIs

The system shall maintain a minimum uptime of 99.5%, a 98% or higher success rate for automated notifications, an average response time of 24 hours, and a resolution time of 72 hours for support tickets. User satisfaction surveys following training should achieve at least 80% satisfaction.

7. Security and Compliance Requirements

The system shall utilize AES-256 or higher encryption for data at rest and in transit. It must comply with FERPA, HIPAA (if applicable), and Maryland state privacy laws, be hosted on SOC 2 Type II certified infrastructure, and include role-based access controls and audit logging for all activities.

8. Change Management and Communication Plan

The vendor should provide timely communication regarding scheduled outages or software updates, train users on feature changes prior to deployment, and maintain a changelog and stakeholder notification process.

9. Data Privacy and Confidentiality

Data use shall be strictly limited to the scope of the contract. The vendor must comply with PGCPS Office of Safety and Security data retention policies, securely delete or transfer data at contract conclusion, and ensure all vendor personnel are under binding confidentiality agreements.

10. Optional Enhancements and Future Phases

Optional future enhancements may include mobile access to dashboards and notifications, incident reporting and visitor management modules, physical access integration, enhanced analytics for risk forecasting, expanded badge printing and tracking, scalability for additional facilities and users, and integration with HR, safety, and student data systems.

11. Additional Recommended Capabilities

Additional capabilities may include badge issuance automation, centralized training tracking, building inspection and audit logging, searchable incident history, secure digital forms for audits and visitor logs, mobile scanning for compliance validation, and a taggable, filterable document repository for policies, SOPs, and emergency manuals.

12. Licensing Requirements

The proposed Electronic Records Compliance System must include all licenses necessary for full system operation with the Office of Safety and Security Services. Licenses shall cover the base number of users, with scalable options to accommodate growth during the term of the contract. Licenses must include all system modules, features, updates, patches, and future releases without additional fees.



The vendor shall provide clear pricing for licenses covering the base contract term and each optional renewal period. Any third-party software included in the solution must be fully disclosed, and associated licensing terms must be provided.

Licenses shall remain the property of PGCPS Office of Safety and Security Services upon contract termination, and the vendor shall provide all necessary access, data, and transition assistance to ensure continuity of operations. Licenses must also support compliance with PGCPS security, privacy, and regulatory requirements.

13. Data Security and Disaster Recovery

The Vendor should provide a robust backup, disaster recovery, and archival strategy to protect all PGCPS structured and unstructured data from errors, failures, or malicious attacks. This strategy must be included with the proposal.

All PGCPS data accessed or obtained under this Contract must be treated as confidential. Vendor personnel or subcontractors performing work on-site or accessing PGCPS data must sign a Non-Disclosure and Data Security Agreement (NDA) prior to beginning work.

The Vendor shall implement administrative, technical, and physical safeguards to ensure the confidentiality, integrity, and availability of PGCPS data. "PGCPS Information" includes student and employee records, financial and operational data, databases, software, network resources, and Protected Health Information (PHI). PHI refers to individually identifiable health information protected under HIPAA, including medical records, diagnoses, treatment information, and any health data linked to an individual.

All systems and processes handling PHI or other PGCPS data must comply with:

- **HIPAA** regulations regarding privacy and security of PHI
- **NIST standards** for information security
- **PCI DSS** (if applicable)
- **201 CMR 17.00** and all other relevant local, state, and federal requirements

Systems must maintain up-to-date antivirus, firewalls, and data-at-rest encryption for devices storing PGCPS data. Downloading data onto portable devices is prohibited without written authorization.

Upon Contract conclusion, all PGCPS data, including that held by subcontractors, must be returned or securely destroyed within 30 days, with written certification provided to the PGCPS Project Officer.

The Vendor shall notify the PGCPS Chief Information Officer and Project Officer within 24 hours of any unintended access, use, or disclosure of PGCPS data. All provisions apply to subcontractors, who must also provide their data security policies and disaster recovery plans.

14. Training

The vendor should provide comprehensive training to ensure PGCPS Office of Safety and Security Services staff can effectively operate, manage, and maintain the Electronic Records Compliance



System. Training shall be tailored to all user roles, including administrators, facility staff, security personnel, and end users, and shall include hands-on instruction, demonstrations, and supporting documentation. Administrator training shall cover system configuration, user and role management, compliance template setup, report generation, and system maintenance, while end user training shall focus on navigating the system, entering and updating records, responding to notifications, and accessing relevant dashboards and reports. A train-the-trainer program shall prepare select PGCPS Office of Safety and Security Services staff to deliver ongoing internal training, including scenario-based exercises and proficiency verification. Refresher courses and on-demand resources shall be provided to accommodate staff turnover and system updates. The vendor shall supply comprehensive user manuals, quick reference guides, and access to an online knowledge base and troubleshooting resources. Training may be delivered on-site, virtually, or in a hybrid format using hands-on labs or sandbox environments, and the vendor shall provide attendance records, completion reports, and pre/post-training assessments, with training effectiveness measured through participant surveys achieving a minimum satisfaction rate of 80%.

15. Pricing Requirements

Vendors shall provide a detailed, itemized pricing proposal for the Electronic Records Compliance System, including all costs necessary for full implementation, operation, and support. Pricing shall cover, at a minimum: system licensing for the base term and any optional renewal periods, implementation and configuration services, data migration from legacy systems, user training and documentation, technical support and maintenance, and any optional enhancements or future phases. Vendors should clearly indicate one-time costs, recurring costs, and any variable or scalable pricing based on the number of users, facilities, or system modules. All pricing shall include any third-party software or components required for the system to operate fully, and vendors must disclose any costs that are not included in the base proposal. Proposals shall provide a total cost of ownership for the base term and each optional renewal period, along with payment schedule recommendations tied to key deliverables or milestones. Please reference note on page 57, Attachment A-Cost Proposal Form.

The proposed Electronic Records Compliance System shall support the migration of existing PGCPS records currently maintained in Excel spreadsheets into the new system, ensuring data accuracy, completeness, and consistency. The vendor shall provide tools and services to import and validate historical data, configure the system to support PGCPS workflows, and establish user access and reporting structures. The system should maintain data integrity, comply with PGCPS Office of Safety and Security Services security and privacy standards, and allow centralized management of records, user access, and reporting. The vendor shall document data migration and configuration procedures, provide guidance for ongoing system use, and collaborate with PGCPS staff to ensure successful implementation and continued support.

16. Accessibility and Usability Requirements

The proposed Electronic Records Compliance System shall comply with applicable federal, state, and local accessibility laws and standards, including Section 504, ADA, and WCAG 2.1 Level AA. The system should support all users, including those utilizing screen readers, keyboard navigation, and other assistive technologies.



The vendor shall ensure the system is intuitive, user-friendly, and consistent across all modules, providing clear navigation, role-based dashboards, and responsive design for desktop, tablet, and mobile devices. Usability testing, documentation, and training shall include guidance for accessibility features. Vendors should provide evidence of prior successful implementations that meet accessibility standards.

17. Milestones and Deliverables

All project milestones and deliverables must be completed and accepted by the PGCPS Project Manager and/or Business Application Director. Deliverables shall be submitted in accordance with the Milestone/Deliverable Schedule and any agreed-upon progress payment plan.

Within ten (10) business days of receipt, the PGCPS Project Manager and/or Business Application Director will review each deliverable and notify the Vendor in writing of any deficiencies, errors, or required changes. The Vendor shall have five (5) business days to correct or address these issues to allow for acceptance. PGCPS reserves the right to shorten this correction period if necessary to meet project completion deadlines, provided the revised timeline is mutually agreed upon with the Vendor.

No milestone or deliverable shall be considered complete until formally accepted. Payment for a deliverable will not be issued until acceptance is confirmed, and payment for subsequent deliverables will not be made until all prior deliverables have been accepted. Upon acceptance, the deliverable will be eligible for payment in accordance with the Contract Documents.

18. Sample Documents

Offerors shall include sample copies of the following documents with their Technical Proposal. These samples must contain all material terms so that PGCPS can fairly evaluate and compare vendor agreements. If one master agreement covers multiple purposes (e.g., licensing, implementation, and maintenance), it may satisfy the requirements for each applicable category.

Required sample documents include:

- Maintenance/support agreement
- Implementation of services agreement
- Hosting agreement (if applicable)
- Any other documents PGCPS may need to review and approve

Sample documents help PGCPS assess vendor terms, ensure compliance, and streamline post-award contracting. All samples must be submitted as a separate upload with the Technical Proposal.

19. Exceptions and Assumptions

All exceptions and assumptions must be clearly identified as an attachment to the Executive Summary. For each exception or assumption, the Offeror shall provide a written explanation that includes:

- The specific scope of the exception or assumption.
- The potential ramifications or consequences for PGCPS.



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- Any advantages or disadvantages to PGCPS resulting from the exception or assumption.

Offerors should note that certain requirements within this RFP are mandatory, and PGCPS may not be able to accept all exceptions. Offerors are required to indicate their willingness to comply with each condition and clearly identify any exceptions in this section.

PGCPS reserves the right to refuse to negotiate with Offerors who submit excessive exceptions to the terms and conditions of this solicitation.

20. Cancellation

PGCPS reserves the unconditional right to cancel this RFP, in whole or in part, at any time during the solicitation process, without prior notice or obligation to provide an explanation.

21. Proof of Concept/Oral Presentation/Interview/Finalist Demonstration

Due to the scope and complexity of this project, PGCPS reserves the right to require vendor(s) to participate in a proof of concept, oral presentation, interview, final demonstration, or other discussions as part of the evaluation process. Such sessions may extend for a full day. Vendors should be prepared to provide a thorough demonstration of their proposed solution, address technical questions, and discuss implementation and support strategies in detail.

22. Project Artifacts Ownership

All project artifacts generated in connection with this RFP including, but not limited to, documents, models, deliverables, outputs, reports, analyses, and related materials remain the confidential property of PGCPS. Such materials may not be used by the Offeror for marketing purposes, in other projects, or for any third-party benefit without the express written permission of PGCPS.

23. Maryland Public Information Act Requests

This solicitation is subject to Maryland Public Information Act (MPIA) requests. In anticipation of MPIA requests, PGCPS requests vendors to submit with their original proposal a copy of a redacted Technical, MBE, and Pricing Proposals. The redacted copies of the proposal shall be uploaded to the respective Technical and Pricing envelopes in eMMA.

PGCPS respectfully requests that the vendor provide us with a sanitized/redacted copy of the Technical, Cost, MBE proposals. However, please do not redact confidential information to the degree where the information redacted is unreadable. Therefore, we request vendors to adhere to the following:

23.1 Highlight confidential information or strike through the data that you consider to be confidential. Do not redact the data to the degree where the "redacted" information is not discernible or unreadable. As such, please do not "black out" confidential information.

23.2 Provide a justification as to why each "redaction" is considered by your organization to be confidential.

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PGCPS will not release a vendor’s proposal without first notifying them of the initial request for release of proposal information via MPIA. When MPIAs are received, the PGCPS General Counsel's Office will review the “redacted/sanitized” documents provided by the participating vendors for this solicitation for compliance with MPIA law. If the General Counsel's Office determines any portion of the "redacted" data to not be confidential, the General Counsel’s Office will contact your organization to discuss its review to reach an agreement on the release of this data.

Note: If PGCPS does not receive a sanitized/redacted copy of the vendor’s proposals with its proposal response via eMMA, PGCPS will assume that the vendor’s entire Technical, MBE, and Pricing Proposals are eligible for release to the public. Therefore, it is imperative that vendors adhere to this requirement and provide a sanitized/redacted copy of their entire proposal response when the proposals are submitted.

24. Additional Functionality and Change Management

During implementation and training, the PGCPS Office of Safety and Security may identify additional system functions necessary to support operational requirements. Minor enhancements or adjustments discovered during these phases shall be implemented by the vendor at no additional cost to PGCPS.

Major changes or additions that significantly alter the scope or functionality of the system shall be addressed through formal change orders. The vendor may propose associated costs for such major enhancements, which will require PGCPS approval prior to implementation.

All proposed changes, whether minor or major, shall be documented, and the vendor shall collaborate with PGCPS staff to ensure alignment with operational needs, system integrity, and security standards.

PART IV: ORGANIZATION OF THE VENDOR’S TECHNICAL RESPONSE

Offerors shall provide point-by-point Technical Response addressing all items in the Scope of Work, organized in the same order as presented in this RFP (Part III). Following this format demonstrates the Offeror’s ability to comply with PGCPS instructions.

The Technical Proposal should clearly address following areas:

- Technical Approach
- Eligibility and Vendor Qualification
- Data Management Support and Compliance
- Support and Maintenance Plan
- Past Performance and References
- Capacity
- Minority Business Enterprise MBE

Proposals must be complete, concise, and easy to read, with all requested information fully addressed. Documents must be free of interlineations, alterations, or leisure. Vendors may provide additional supporting information if it improves clarity.



NOTE: Do not include pricing in the Technical Proposal; doing so may render the Offeror ineligible for further consideration.

Technical Approach

Vendors should provide a comprehensive description of their understanding of the project objectives, scope, and expected outcomes. Responses should explain in detail how the proposed solution meets the requirements and system features outlined in the Scope of Work. Vendors must provide a high-level implementation plan that includes tasks, milestones, deliverables, and timelines to ensure a smooth rollout. Work is assumed to commence only after Board of Education approval, projected for February–March 2026, with full system readiness for live use by June 1, 2026. Vendors should identify any assumptions or constraints affecting the timeline or deployment, including dependencies on existing PGCPS systems or staff availability. Responses should describe approaches to problem resolution and phased feature deployment if necessary. Roles and responsibilities of both PGCPS and the vendor should be clearly defined, including recommended personnel and any on-site support needs. Vendors must also confirm system usability, compatibility with PGCPS workflows, and accessibility for all users. The training plan should detail initial training for all system users, including trainer qualifications if using a train-the-trainer approach. Vendors should describe strategies for role-based, in-person, and virtual training, supported by materials such as manuals, quick-reference guides, and FAQs. Ongoing training and support should include refresher courses, onboarding for new staff, and Help Desk services with clearly defined response times and escalation procedures. Vendors should explain how their solution meets each requirement in the Scope of Work, provide a timeline with key tasks, milestones, and deliverables, describe staff roles and responsibilities including PGCPS personnel, detail risk mitigation strategies and phased deployment plans, and include training materials and methods for both initial and ongoing training.

Eligibility and Vendor Qualifications

Vendors must demonstrate at least five (5) years of experience implementing electronic records compliance systems for school districts or comparable government agencies, including prior work that shows familiarity with Maryland laws, regulations, and standards. Proposals must clearly indicate which services will be performed by the vendor’s staff and which, if any, will be provided by subcontractors or third-party partners, identifying all team members, their roles, and responsibilities. Key personnel should be highlighted, including relevant experience and prior involvement in similar projects. Vendors must provide at least five (5) verifiable client references, with at least three (3) from the past three years, including project scope, implementation timeline, system capabilities, and outcomes achieved. Supporting artifacts or case studies should demonstrate experience with system integration, data migration, reporting and analytics, accessibility, security, and regulatory compliance. Vendors must also demonstrate organizational and financial stability sufficient to perform the work and support long-term system maintenance. Relevant certifications, such as ISO 27001 (information security management), SOC 2 (data protection and service reliability), and FERPA (student data privacy) compliance, should be included. Proposed systems must be fully developed and operational by the proposal due date, except for PGCPS-specific customizations. Finally, vendors should briefly describe their project management approach and communication structure to ensure effective coordination with PGCPS throughout implementation.



Support and Maintenance

The vendor shall provide a comprehensive Support and Maintenance Plan to ensure reliable system operation. Help Desk services must be available during standard business hours, with optional 24/7 support for critical issues. Service Level Agreements (SLAs) must define response times, escalation procedures, and resolution timelines, including response to critical issues within four hours and resolution within 24 hours, and response to standard issues within 24 hours and resolution within 72 hours. Vendors should provide access to senior technical advisors and conduct quarterly performance reviews. Routine maintenance processes, including patching, bug fixes, and performance monitoring, must be described, along with procedures for delivering system updates, upgrades, and enhancements, including testing and advance communication to PGCPS. Vendors must provide performance monitoring and reporting tools, including up-time statistics, incident logs, and resolution metrics. Knowledge transfer and documentation must ensure PGCPS staff can effectively operate and maintain the system. Disaster recovery and business continuity plans must align with the vendor’s security policies to minimize downtime and protect data. Vendors should clearly describe their Help Desk structure, coverage hours, escalation procedures, routine maintenance and upgrade processes, performance monitoring tools, documentation, and knowledge transfer plans.

Data Management Support and Compliance

Vendors should provide evidence of policies, procedures, and technical capabilities to securely manage, back up, and recover PGCPS data. Responses should include a detailed Disaster Recovery and Business Continuity Plan, demonstrating how operations and data will be maintained and restored in the event of system disruption. Vendors must describe security audit protocols, continuous monitoring procedures, and measures for threat detection and improvement. Any data breaches within the past five years must be disclosed along with corrective actions taken. Vendors should explain backup, recovery, and archival processes for both structured and unstructured data, demonstrating protection against data loss and malicious attacks. Compliance with federal, state, and local regulations, including FERPA, HIPAA, NIST, CJIS, and Maryland laws, must be addressed. Incident response procedures should be described, including escalation pathways and service-level commitments. Vendors should describe their data protection policies, backup and recovery procedures, and disaster recovery strategies, include security monitoring practices and audit protocols, disclose any breaches and corrective actions, and confirm compliance with applicable regulations and incident response procedures.

Past Performance and References

Vendors must provide evidence of successful system implementations for school districts or comparable government agencies. At least two references should demonstrate projects similar in scope, timeline, and technical requirements to PGCPS. Any past data breaches should be disclosed along with mitigation steps. Five verifiable references, including three within the past three years, should be included with contact information, project scope, outcomes, and lessons learned. Supporting artifacts such as system screenshots, reports, or documentation should demonstrate real-world implementation experience. Vendors should provide references for similar projects and include contact information, describe project outcomes, lessons learned, and supporting artifacts, disclose any past breaches and corrective actions, and summarize project team qualifications and relevant experience.



Capacity

Vendors must demonstrate sufficient qualified personnel and resources to complete the project within the PGCPS timeframe. Staffing plans should identify key personnel, their roles, qualifications, experience, and time commitments. Vendors should describe resource availability, including tools and technology, to support timely delivery. Management and supervision approaches should ensure deliverables meet quality standards. Communication plans should define methods and frequency of updates, issue escalation procedures, and coordination with PGCPS staff. Subcontractors or third-party vendors, if used, must be clearly identified with their roles and integration approach. Vendors should describe staffing, roles, and qualifications, explain resource availability and management approaches, detail communication plans and coordination procedures, and identify subcontractors or third-party vendors and explain their integration into the project.

Minority Business Enterprise (MBE)

Offerors shall fully describe, in their Technical Response, how they intend to achieve the MBE participation goal specified in this RFP. The response must identify the role of each MBE firm in the project, including their responsibilities, relevant experience, and how their participation supports successful project delivery. **Do not include dollar values of participation.**

PART V: PROPOSAL EVALUATION AND AWARD

1. EVALUATION COMMITTEE

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

Evaluation of the proposals will be performed by a committee established for that purpose and will be based on the criteria set forth below. The contract resulting from this RFP will be awarded to the Offeror(s) whose proposal is the most advantageous to The Board, considering price and technical factors set forth herein. The Board will consider the Offeror's record and performance of any prior contracts with The Board, federal departments or agencies, or with other public bodies.

Offeror, including any of their representatives, subcontractors, affiliates and interested parties shall not contact any member of the Committee or any person involved in the evaluation of the proposals. All inquiries related to this procurement must be handled by the RFP 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 an offeror from the procurement process. The Evaluation Committee will make the final decision about acceptability of proposals.

2. EVALUATION PROCESS

The committee will evaluate each technical proposal using the evaluation criteria set forth below. As part of this evaluation, the Committee may hold discussions with all qualified Offerors. Discussions may be conducted via teleconference or may take the form of questions to be answered by the Offerors and conducted by mail, E-mail, or facsimile transmission at the discretion of The Board. During the evaluation process, the committee may request technical assistance from any source.



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- a. Following the completion of the technical evaluation of all Offerors' technical proposals, including any discussions, the committee will rank each qualified Offerors' technical proposal.
- b. The cost proposal of each qualified proposal will be distributed to the Evaluation Committee following the completion of the technical evaluation. The cost proposals will not be distributed to the committee until the technical evaluation is completed. The Committee will determine total costs of the proposals to establish a financial ranking of the proposals from lowest to highest.
- c. The Evaluation Committee may reject in whole or in part all proposals, waive minor irregularities, and conduct discussions with all responsible Offerors in any manner deemed necessary to serve the best interests of the Board.
- d. Based on the results of the evaluation, the highest rated offeror(s) *may be* invited by the Director of Procurement to make oral presentations to the Committee. The Committee will then conduct final evaluation of the proposals.
- e. If it is determined to be in the best interest of The Board, the Board may invite Offerors to make final revisions to their technical and/or financial proposals through submission of a Best and Final Offer.
- f. Should the Committee determine in writing and at its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.
- g. The Committee will make appropriate recommendations to the Board, if appropriate, prior to actual award of contract. The Committee will recommend the Offeror whose overall proposal provides the most advantageous offer to the Board considering both price and technical factors set forth in this RFP.

3. EVALUATION CRITERIA

The evaluation criteria include proposal responsiveness, demonstration of capability to perform, price factors, and responsibility. The Board reserves the right to: (1) reject in whole or in part all proposals and waive minor irregularities; (2) Reject any or all proposals, or portions thereof; (3) Cancel an RFP and re-solicit.

The Evaluation committee will evaluate the technical proposals using the following criteria below. The committee shall determine which proposals have the basic requirements of the RFP and shall have the authority to determine whether any deviation from the requirements of the RFP is substantial in nature.

EVALUATION FACTORS

All proposals will be reviewed initially by the Evaluation Team in collaboration with Prince George's County Public Schools (PGCPS) Division of Safety and Security Services to ensure the following administrative requirements are met:

- Proposal was submitted by the required deadline
- All required documents and forms are complete and included
- All forms requiring original signatures are properly signed



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Only proposals meeting all administrative requirements will be advanced to the evaluation phase. Proposals will be evaluated by the Evaluation Team and the Division of Safety and Security Services based on the following criteria:

Evaluation Factor	
Technical Approach	40%
Cost/Price Proposal	25%
Eligibility and Vendor Qualification	20%
Data Management Support & Compliance	10%
Support and Maintenance	10%
Past Performance and References	5%
Capacity	5%
Minority Business Enterprise (MBE)	5 pts (Bonus)

Minority Business Enterprise (MBE) participation: PGCPS encourages the participation of certified MBE firms. Offerors who are certified MBEs or who propose meaningful subcontracting roles for certified MBE firms will receive favorable consideration under this category. Documentation of MBE certification and the proposed role must be included in the proposal.

The offeror receiving the highest total evaluation score and meeting all RFP requirements will be identified as the apparent successful offeror. Final contract award is subject to successful reference checks, verification of proposal contents, and approval by the Board of Education.

4. PROPOSAL AWARD

The Award of this contract will not be final and complete until after: (1) Offeror has an active iSupplier, (2) the Offeror submits complete and satisfactory documentation required under the Contract and/or documentation required by the Procurement Officer; and (3) the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board, if such approval is required.

PART VI: GENERAL TERMS AND CONDITIONS

1. PARTNERSHIPS

Proposals 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

Proposals 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 proposal as agent shall file satisfactory evidence of authorization to do so.



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3. SAMPLES

Offerors *may* be required to submit 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 proposal and all remain unchanged during the period of the contract. This requirement shall be part of the specifications of the product or products requested if applicable.

If Samples are required, a 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 proposal.

4. PROPOSAL PREPARATION FEES

The Board will not be responsible for any costs incurred by an Offeror in preparing and submitting a proposal in response to a proposal.

5. RIGHT TO PROTEST

The Director of Purchasing and Supply Services shall attempt to resolve informally all protests of proposal 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 (bidder of standing or offeror) must file a protest with the Purchasing Office within five (5) calendar days of the recommendation of award or notification to the offeror or bidder that their proposal or bid will be rejected.
- b. The offeror of standing is an offeror 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 proposal award protest may be appealed to the CFO within two (2) days of issuance of the decision by the Director of Purchasing.

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- b. Any decision of a proposal 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 Offeror shall refer to the General Terms and Conditions attached to the proposal for details regarding the Term of Contract for this proposal.

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 more than 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 Procurement Department points of contact identified on the cover page. The subject field of the e-mail must include "INQUIRY" and the RFP name and number.
- b. Any changes to the specifications will be made through the appropriate addenda. Failure of any Offeror to receive such addenda or interpretation shall not relieve any Offeror from any obligations under this RFP as amended by all addenda. All addenda so issued shall become part of the award.
- c. Failure of any Offeror to receive or acknowledge receipt of such addenda or interpretation shall not relieve any Offeror 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.

Proposal 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 proposal 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.



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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 offeror warrants that prices for the proposal under this RFP 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 offeror/producer/processor/manufacture experience a decrease in costs associated with the execution of the contract.
- e. Price adjustments from the offeror/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. PAYMENT TERMS

The Offeror shall submit an invoice detailing the services provided and the actual costs incurred. Payment shall be in accordance with 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 Offeror does not provide the Department with all required deliverables within the timeframe specified in the contract or in the event that the Offeror otherwise materially breaches the terms and conditions of the contract.

12. 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, be listed as deliverables. Information about this program and forms can also be downloaded. **See MBE Administrative Procedures (AP) 3325.** <https://www.pgcps.org/offices/general-counsel/administrative-procedures/3000---business--non-instructional-operations/ap-3325---minority-business-enterprise-procurement-procedures>

- a. 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 proposal 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 proposal opening.

13. 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.

14. MINORITY BUSINESS ENTERPRISE PROHIBITIONS

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

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

15. E- COMMERCE

The eMaryland Marketplace law became effective on June 1, 2008, and requires units of State government, including those otherwise exempt from State procurement law, and all local government entities, to publish **notices** of procurement and procurement awards on the State’s ecommerce website eMaryland Marketplace Advantage (eMMA). All Offerors are required to register with eMaryland Marketplace Advantage, so that the award notice can be properly published.

16. CYBER LIABILITY INSURANCE

All Offerors 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 Offeror(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).



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- 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 (<https://www.pgcps.org/offices/compliance/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 a service to a school or the students at 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 Offeror acknowledges its responsibility to ensure compliance with the confidentiality provisions of the Family Educational Records Privacy Act (34 CFR §99);



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- 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 Offeror, including all copies thereof must be used by Offeror 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. Offeror 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. Offerors 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

Offeror 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 Offeror 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 Offeror 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 Offeror or subcontractors or affiliates possess or control have been subject to a Student Records breach. The Offeror 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 Offeror or its affiliate’s obligations pursuant to HIPAA, FERPA, or the provisions of this Agreement concerning the obligations of the Offeror as a service provider to THE BOARD.



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21. LEGAL COMPLIANCE

- a. It shall be the Offeror'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. Offeror 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, offerors 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 offeror and offeror'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 Offeror's compliance with said legal requirements. Offerors' 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 Offeror.
- d. In the event of conflict between this RFP and any of the General Terms and Conditions proposed by any offeror, or incorporated in any acknowledgement of contract awarded to the successful offeror, 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. STATE OF MARYLAND CERTIFICATE OF GOOD STANDING

Offeror shall submit a State of Maryland Certificate of Good Standing or other State of Maryland issued documentation verifying the offeror 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) Offerors. 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. Offeror 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



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Offeror 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 Offerors (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.

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. OFFEROR PERFORMANCE EVALUATION

PGCPS will complete an annual evaluation of the supportive program and related services provided.



PART VII: SPECIAL TERMS AND CONDITIONS

1. REQUEST FOR PROPOSAL

- a. DIRECTIONS: The Board of Education of Prince George’s County (The Board) invites all interested and qualified vendors to submit proposals to this RFP 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, "Offeror" will mean any reliable and interested broker, vendor, supplier, offeror, and/or manufacturer that wants to respond to this RFP.

2. GENERAL REQUIREMENTS

- a. AUTHORIZED DEALERS: If applicable, only authorized dealers may submit a proposal 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 RFP 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 RFP, 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 cost proposal 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.



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- 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:** 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 to be 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.
- 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 subcontractor(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



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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 subcontractor(s). The Awarded Vendor shall not, without prior written consent of The Board, assign any of the monies payable under the contract.

- I. 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/offeror agrees to notify the issuing body of those entities that wish to use any contract resulting from this proposal and will also provide usage information, which may be requested. A copy of the contract pricing and the proposal 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 Offeror(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 Offeror. 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 offerors are expected to comply with any and all Board Ethics Policies that may apply to them individually or as a business entity.
 - All offerors 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 offerors 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 RFP. 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. Prices must be firmed 3 months from the date of award.

RFP PUR26-014, ELECTRONIC RECORDS COMPLIANCE SYSTEM



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- 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:** 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 **7:00 a.m. and 2:00 p.m. unless coordinated with Building Supervisor.** The Awarded Vendor(s) shall be held responsible for clean-up and removal of all packing cartons, boxes, crates, packing materials, etc., from the premises after delivery and set up of any furniture and equipment. 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

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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 should 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 offerors 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.
- c. **GUARANTEE PERIOD:** The Vendor shall unconditionally guarantee all services, materials, and workmanship of all furniture, goods, and equipment furnished by it for a period of one year from the date of acceptance, i.e., delivery and installation, unless a longer period of warranty is specified in the General Terms and Conditions attached to the IFB.
- d. **FURNITURE AND EQUIPMENT (N/A):** If within the guaranteed period, any defects or signs of deterioration are noted, which in the opinion of The Board are due to faulty design and installation, workmanship or materials, upon notification, the Vendor, at its expense,



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shall repair or adjust the equipment or parts to correct the condition, or it shall replace the part or entire unit to the complete satisfaction of The Board. These repairs and/or replacements shall be made at such times as will be designated by The Board to avoid any interruption to the instructional programs.

- e. **OFFICE EQUIPMENT (N/A):** Vendor agrees to provide on-site service of equipment within eight (8) hours of notification by school system personnel. Loaner equipment shall be supplied, free of charge, during the warranty period if the office equipment cannot be repaired within three (3) working days.
- f. **OTHER EQUIPMENT (N/A):** Certain pieces of equipment, machinery, and refrigeration will require guarantees other than detailed above. Refer to General Terms and Conditions for requirements on specific equipment.
- g. **MANUFACTURER'S AGENT:** The Vendor shall act as the manufacturer's agent for all warranty claims.

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.



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- 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 be so 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 RFP 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

- b. **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).



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- c. **INCORRECT INVOICES:** Incorrect invoices will be returned for correction or paid in accordance with the purchase order. Each invoice shall identify with 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.
- d. **PARTIAL PAYMENTS:** Payment in full will only be made upon final acceptance of items as shown in the Purchase Order. Partial payments are permissible.
- e. **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 on 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.
- f. **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 persons such Confidential Information or any portion thereof without the express written consent of the Board. Vendor and its employees, agents, volunteers and offerors 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 here under 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 offerors.
- g. **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 Offeror or its employees, agents, or volunteers.
- h. **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.
- i. **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.
- j. **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



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four (4) years after final payment or such longer period of time as required by law or rule or regulations.

- k. **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.
- l. **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.
- m. **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 offeror's control which prevent completion of service or delivery, the offeror must secure temporary contractual relief. The circumstances and duration must be stated by the offeror 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.**

11. TIME FOR FILING

- a. A protest based upon alleged improprieties in a solicitation that are apparent before bid opening or the closing date for receipt of initial proposals shall be filed before bid opening or the closing date for receipt of initial proposals. For procurement by competitive sealed proposals, alleged



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improprieties that did not exist in the initial solicitation, but which are subsequently incorporated in the solicitation shall be filed not later than the next closing date for receipt of proposals following the incorporation.

- b. In cases other than those covered in §A, protests shall be filed not later than 7 days after the basis for protest is known or should have been known, whichever is earlier.
- c. The term "filed" as used in §A or §B means receipt by the procurement officer. Protesters are cautioned that protests should be transmitted or delivered in the manner that shall assure earliest receipt. A protest received by the procurement officer after the time limits prescribed in §A or §B may not be considered.
- d. If a solicitation permits filing of a protest by electronic means, a protest is received when it is delivered to the location and within the time limits specified in the solicitation.



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**APPENDIX A – PROPOSAL AND ADDENDA ACKNOWLEDGEMENT
(SUBMIT WITH VOLUME III, APPENDICES ENVELOPE ONE)**

RFP PUR26-014 ELECTRONIC RECORDS COMPLIANCE SYSTEM

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

In compliance with your invitation for offerors, 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 OFFEROR NUMBER: _____

FEDERAL IDENTIFICATION: _____ DATE: _____

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

NAME (please print): _____ TITLE: _____

SIGNATURE OF ABOVE: _____

ADDRESS: _____

TELEPHONE # _____ FAX: _____

E-MAIL ADDRESS (for correspondence): _____

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

RFP PUR26-014, ELECTRONIC RECORDS COMPLIANCE SYSTEM



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The above-signed company/firm acknowledges the receipt of the following addenda for the above-referenced solicitation. Offeror must sign below to acknowledge receipt for each Addendum. Offerors are directly responsible for obtaining updates, changes or addendums either from eMMA webpage or by contacting the Purchasing Office for instruction.

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 AND REFERENCES
(SUBMIT WITH VOLUME III, APPENDICES ENVELOPE ONE)**

RFP PUR26-014 ELECTRONIC RECORDS COMPLIANCE SYSTEM

Offerors shall provide information on past and current experience with rendering services similar in size and scope to those in this RFP. This description shall include:

1. Summary of the services offered including the number of years the Offeror has provided these services; the number of clients and geographic locations the Offeror currently serves, etc. and has served; and if a past customer, why the Offeror is no longer providing services
2. The offeror shall have experience with work of similar type and size to PGCPS, and such experience shall be based upon projects that have been completed by the offeror **within the last five years**. Offeror should provide **three (3) recent past performance references** from its customers who can document the following: a) the Offerors’ ability to manage similar contracts, b) the quality and breadth of services provided by the Offeror under similar contracts.
3. Offerors shall provide information on any license(s), certifications, and training the staff may have achieved that are relevant to the RFP.

RECENT/PAST PERFORMANCE REFERENCES

Client Name: _____

• Date(s) of services _____

• Contract Awarded Value: _____

• Describe Scope of Work Performed: _____

• Describe Size of Project (Qualitative or Quantitative) _____

• Describe Level of Complexity _____

Contact Name & Title: _____

Address: _____

Phone No: _____

Email Address: _____



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**APPENDIX C - NON-COLLUSION CERTIFICATE
(SUBMIT WITH VOLUME III, APPENDICES ENVELOPE ONE)**

RFP PUR26-014 ELECTRONIC RECORDS COMPLIANCE SYSTEM

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 RFP or offer being submitted herewith.
- (b) Have in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the RFP price or price Bid of the offeror or Offeror herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the Contract for which the within RFP 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 _____
Offeror, if the offeror is an individual

X _____
Partner, if the offeror is a partnership

X _____
Officer, if the offeror is a corporation

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

X _____

Notary Public

My commission expires

RFP PUR26-014, ELECTRONIC RECORDS COMPLIANCE SYSTEM



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**APPENDIX D - DEBARMENT AFFIDAVIT
(SUBMIT WITH VOLUME III, APPENDICES ENVELOPE ONE)**

RFP PUR26-014 ELECTRONIC RECORDS COMPLIANCE SYSTEM

_____ being first duly sworn deposes and says that he is an officer in the _____ and the party making a certain proposal for RFP 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 Procurement 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 stated.

Signature of:

X _____
Offeror, if the offeror is an individual

X _____
Partner, if the offeror is a partnership

X _____
Officer, if the offeror is a corporation

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

X _____
Notary Public

_____ My commission expires

RFP PUR26-014, ELECTRONIC RECORDS COMPLIANCE SYSTEM



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**APPENDIX E - ANTI-BRIBERY AFFIDAVIT
(SUBMIT WITH VOLUME III, APPENDICES ENVELOPE ONE)**

RFP PUR26-014 ELECTRONIC RECORDS COMPLIANCE SYSTEM

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 by the requested 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 some 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 _____
Offeror, if the offeror is an individual

X _____
Partner, if the offeror is a partnership

X _____
Officer, if the offeror is a corporation

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

X _____
Notary Public

My commission expires

RFP PUR26-014, ELECTRONIC RECORDS COMPLIANCE SYSTEM



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APPENDIX F - CERTIFICATE OF INSURANCE COVERAGE (SUBMIT WITH VOLUME III, APPENDICES ENVELOPE ONE)

RFP PUR26-014 ELECTRONIC RECORDS COMPLIANCE SYSTEM

The successful offeror will be required to provide insurance coverage as shown in General Conditions of RFP 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 PROPOSAL.**

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 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 with 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, people, 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 RFP is submitted may result in rejection of your RFP as being non-responsive.

RFP PUR26-014, ELECTRONIC RECORDS COMPLIANCE SYSTEM



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

OFFEROR 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
COMMER. GENERAL LIABILITY OCC	\$1,000,000			
COMMER. 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 _____



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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.

- The Board of Education of Prince George’s County is hereby named 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 with 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 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 PROPOSAL TERMS
(SUBMIT WITH VOLUME IV, COST PROPOSAL ENVELOPE TWO)

RFP PUR26-014 ELECTRONIC RECORDS COMPLIANCE SYSTEM

Company Name: _____
Address: _____

Phone Number: _____

TO: Board of Education of Prince George’s County

We propose to **(provide service for or provide and maintain)**

ELECTRONIC RECORDS COMPLIANCE SYSTEM

to the Board of Education of Prince George’s County in accordance with Scope of Work, General Terms and Conditions, and Special Terms and Conditions of **RFP PUR26-014**.

Instructions:

Each vendor shall provide a fixed labor rate and material discount as listed in the Pricing Template **(Attachment A – Cost Proposal Form)** available in eMMA. Offerors must bid on all items listed; partial bids will not be accepted. Prices shall remain fixed for the duration of the contract term and any option periods. Vendors shall submit their completed Cost Proposal using the Pricing Template as an attachment in eMMA.

The undersigned agrees to furnish and deliver materials necessary to provide Paint and Paint Sundries 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)

RFP PUR26-014, ELECTRONIC RECORDS COMPLIANCE SYSTEM



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APPENDIX H - MBE FORM
(SUBMIT WITH VOLUME II, MBE ENVELOPE ONE)

RFP PUR26-014 ELECTRONIC RECORDS COMPLIANCE SYSTEM

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

Prime Vendor Name: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Number: _____

Ref
Proposal# _____

FOR LOCALLY BASED MINORITY USE ONLY

LOCALLY BASED MINORITY BUSINESS TYPE (check as applicable):

PGC MBE____ PGC MWE _____ MD MBE____ MD MWE_____

IF YOU ARE LOCALLY BASED BUSINESS, PROVIDE CERTIFICATION INFORMATION:

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

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

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**APPENDIX IA – STATE OF MARYLAND TAX CERTIFICATION
(SUBMIT WITH VOLUME III, APPENDICES ENVELOPE ONE)**

RFP PUR26-014 ELECTRONIC RECORDS COMPLIANCE SYSTEM

At the time of proposal or bid for a State procurement contract of \$10,000 or more is submitted, the offeror or bidder shall certify to the procurement officer that the offeror 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 offeror or Bidder is a vendor of tangible personal property, the offeror 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 by 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)

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APPENDIX IB – STATE OF MARYLAND CERTIFICATE OF GOOD STANDING (SUBMIT WITH VOLUME III, APPENDICES ENVELOPE ONE)

RFP PUR26-014 ELECTRONIC RECORDS COMPLIANCE SYSTEM

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.

END OF APPENDIX IB



PURCHASING AND SUPPLY SERVICES

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APPENDIX J – CERTIFICATION OF COMPLIANCE (SUBMIT WITH VOLUME III, APPENDICES ENVELOPE ONE)

RFP PUR26-014 ELECTRONIC RECORDS COMPLIANCE SYSTEM

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

Maryland Law requires that any person who enters 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 Vendor 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 Contractor, 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 Contractor 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 contractor 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 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. 6.113.2](#); 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.

RFP PUR26-014, ELECTRONIC RECORDS COMPLIANCE SYSTEM



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Under recent amendments to §5-561 of the Family Law Article of the Maryland Code, each contractor, subcontractor, or vendor shall certify by signing this affidavit that any individuals in its work-force including subcontractors, 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 _____



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**APPENDIX K – VENDOR CONFLICT OF INTEREST DISCLOSURE FORM
 (SUBMIT WITH VOLUME III, APPENDICES ENVELOPE ONE)**

RFP PUR26-014 ELECTRONIC RECORDS COMPLIANCE SYSTEM

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/proposal/bid 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 my signature below:

Signature of Vendor Authorized Representative/Date _____

Printed Name of Vendor Authorized Representative _____

RFP PUR26-014, ELECTRONIC RECORDS COMPLIANCE SYSTEM



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ATTACHMENT A – COST PROPOSAL FORM
(SUBMIT WITH VOLUME IV, COST PROPOSAL ENVELOPE TWO)

RFP PUR26-014 ELECTRONIC RECORDS COMPLIANCE SYSTEM

Company Name _____
Address _____
Phone Number _____

TO: Board of Education of Prince George’s County

We propose to provide services for **ELECTRONIC RECORDS COMPLIANCE SYSTEM** to the Board of Education of Prince George’s County in accordance with Special Terms and Conditions, General Terms and Conditions, Scope of Work, and other documents of this Request for Proposal. Respondents shall provide all-inclusive rates for the proposed project as follows:

PRICING TEMPLATE:

Offerors shall download the Pricing Template attached in eMMA and use it to submit their Cost Proposal as an attachment in eMMA.

Name _____ Title _____
Signature _____ Date _____



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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



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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.



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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: _____



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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.